

AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING		PAGE OF PAGES 1 145	
2. CONTRACT (Proc. Instr. Ident.) NO. HTC711-09-D-0002		3. EFFECTIVE DATE 01 Nov 2008		4. REQUISITION/PURCHASE REQUEST/PROJECT NO.			
5. ISSUED BY USTRANSCOM-AQ - HTC711 506 SCOTT DR SCOTT AFB IL 62226-5357		CODE HTC711		6. ADMINISTERED BY (If other than Item 5)		CODE	
				See Item 5			
7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, state and zip code) TEXTAINER EQUIPMENT MANAGEMENT US LIMITED AS STATED ON INDIVIDUAL ORDERS SEE INDIVIDUAL DELIVERY ORDERS ANYWHERE USA CA XXXXX				8. DELIVERY [] FOB ORIGIN [X] OTHER (See below)			
				9. DISCOUNT FOR PROMPT PAYMENT Net 30 Days			
				10. SUBMIT INVOICES 0 (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN:		ITEM	
CODE XXXXX		FACILITY CODE					
11. SHIP TO/MARK FOR CODE				12. PAYMENT WILL BE MADE BY SEE INDIVIDUAL ORDERS SEE INDIVIDUAL ORDER SEE INDIVIDUAL ORDER AA		CODE HTC711	
		See Schedule					
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: [] 10 U.S.C. 2304(c) [] 41 U.S.C. 253(c) []				14. ACCOUNTING AND APPROPRIATION DATA			
15A. ITEM NO.		15B. SUPPLIES/ SERVICES		15C. QUANTITY		15D. UNIT	
						15E. UNIT PRICE	
						15F. AMOUNT	
SEE SCHEDULE							
15G. TOTAL AMOUNT OF CONTRACT \$0.00							
16. TABLE OF CONTENTS							
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CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE							
17. [X] CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference hereto. (Attachments are listed herein)				18. [] AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number REF: DAMT01-02-R-0028-0008 including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award encompasses the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award contract. No further contractual document is necessary.			
19A. NAME AND TITLE OF SIGNER (Type or print) Military Director				20A. NAME OF CONTRACTING OFFICER Mark S. Schneider			
(b)(6)				20B. UNITED STATES OF AMERICA			
19C. DATE SIGNED 31 Oct 08				BY Mark S. Schneider (Signature of Contracting Officer)		20C. DATE SIGNED 31 Oct 2008	

Section A - Solicitation/Contract Form

SOLICITATION/CONTRACT FORM

This is a continued contract from predecessor contract DAMT01-03-D-0173 in accordance with DFARS PGI 204.7001. This contract begins at award-term 1 of predecessor contract.

EXECUTIVE SUMMARY

The Surface Deployment and Distribution Command (SDDC), a component of the United States Transportation Command (USTRANSCOM), is responsible for coordinating the lease of intermodal equipment needed to support peacetime and contingency operations on a global basis. SDDC assumed this leasing function from the Military Sealift Command (MSC) in October 1997 as a result of a Memorandum of Agreement that transferred MSC's liner operations and leasing function to SDDC.

STATEMENT OF NEED. This is SDDC's requirement for container program management to provide intermodal equipment leasing services, assured access capability; pre-positioned container pools, information technology, and related container support functions.

Questions concerning this Contract should be submitted to Ms. Carey Gropp at carey.gropp@ustranscom.mil.

PROPOSAL INCORPORATION

The following portions of the contractor's proposal (last dated 30 May 2003) is incorporated by reference to be updated as stipulated within the Performance Work Statement or applicable clauses.

1. Subcontracting Plan
2. Transition of Operation Plan
3. Assured Access Plan

APPLICABLE DOCUMENTS

Waiver to Trade Agreement of 1979 dated October 24, 2002, is applicable.

DOCUMENTS POSTED SEPARATELY

The following documents are part of the contract but will be distributed as attachments.

1. Government Quality Assurance Surveillance Plan
2. Section B.1, Exhibit 1 - Extended Pricing Matrix
3. Section B.1, Exhibit 2 - Tiered Location Rate Tables
4. Section B.1, Exhibit 3 - Zip Code Rate Tables

This page will be modified to reflect changes as they occur.

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
5001	Start of Contract Transition of Ops FFP The contractor shall implement its 90-day transition plan as developed in accordance with the Performance Work Statement (PWS) contained within. FOB: Destination SIGNAL CODE: A	3	Months	UNDEFINED	\$0.00
				MAX NET AMT	\$0.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
5002	<p>Program Management FFP</p> <p>The contractor shall provide program management support in accordance with the PWS contained within. See Extended Pricing Matrix for prices for award term years.</p> <p>FOB: Destination</p> <p>SIGNAL CODE: A</p>	12	Months	UNDEFINED	\$0.00
<div>MAX NET AMT</div>					\$0.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
5003		UNDEFINED	Lot	UNDEFINED	\$0.00

End of Contract Transfer of Operations
FFP

The cost estimate for End of Contract Transfer of Operations shall be based upon an estimated 10,000 pieces of equipment on lease at the time of transfer to successor. This estimate will form the basis for negotiating, with the PCO, the actual price for End of Contract Transfer of Operations in the year of occurrence.

FOB: Destination

SIGNAL CODE: A

MAX
NET AMT

\$0.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
5004		UNDEFINED	Lot	UNDEFINED	\$0.00

DITSCAP Recertification
FFP

Annual DoD Information Technology Security Certification and Accreditation Program (DITSCAP) Recertification

FOB: Destination

SIGNAL CODE: A

MAX
NET AMT

\$0.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
5005		UNDEFINED	Each	UNDEFINED	\$0.00

Daily Per Diem Lease Cost
FFP

See Schedule of Services Exhibit in Section J for CLIN subline items IAW
DFARS PGI 204.7104-2(c).

Attachment J-6 identifies the contractor's daily leasing per diem charge based on
type of equipment ordered. Daily per diem charges shall apply per unit and shall
commence on the calendar date in which the Government accepts the equipment.
Per diem charges shall cease IAW paragraph C.7.2.8(e) of the PWS.

FOB: Destination

SIGNAL CODE: A

MAX
NET AMT

\$0.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
5006		UNDEFINED	Each	UNDEFINED	\$0.00

Replacement Cost & Depreciation % Value
FFP

See Schedule of Services Exhibit in Section J for CLIN subline items IAW
DFARS PGI 204.7104-2(c).

Attachment J-6 identifies the basis for determining the contractor's replacement
cost and yearly percentage rate of depreciation for a container or chassis IAW
paragraph C.7.2.10 of the PWS.

FOB: Destination

SIGNAL CODE: A

MAX
NET AMT

\$0.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
5007	On-hire Lift FFP See Schedule of Services Exhibit in Section J for CLIN subline items IAW DFARS PGI 204.7104-2(c). An administrative charge that applies once at time of on-hire for all equipment types. See extended pricing matrix for prices for award term years. FOB: Destination SIGNAL CODE: A	UNDEFINED	Each	UNDEFINED	\$0.00
					<hr/>
					MAX NET AMT \$0.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
5008	Off-hire Lift FFP See Schedule of Services Exhibit in Section J for CLIN subline items IAW DFARS PGI 204.7104-2(c). An administrative charge that applies once at time of off-hire for all equipment types. See extended pricing matrix for prices for award term years. FOB: Destination SIGNAL CODE: A	UNDEFINED	Each	UNDEFINED	\$0.00
					<hr/>
					MAX NET AMT \$0.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
5009	Delivery Charges FFP CONUS & OCONUS Delivery Charges See Schedule of Services Exhibit in Section J for CLIN subline items IAW DFARS PGI 204.7104-2(c). Attachment J-6 identifies the contractor's CONUS & OCONUS delivery charges. FOB: Destination SIGNAL CODE: A	UNDEFINED		UNDEFINED	\$0.00
				MAX NET AMT	\$0.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
5010	Redelivery Charges FFP CONUS & OCONUS Redelivery Charges See Schedule of Services Exhibit in Section J for CLIN subline items IAW DFARS PGI 204.7104-2(c). Attachment J-6 identifies the contractor's CONUS & OCONUS redelivery charges. FOB: Destination SIGNAL CODE: A	UNDEFINED		UNDEFINED	\$0.00
				MAX NET AMT	\$0.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
5011	Assured Access FFP	UNDEFINED	Each	UNDEFINED	\$0.00
<p>Only the Procuring Contracting Officer (PCO) can issue orders from this CLIN. Reference Sections C.7.4 and H.10 of PWS. See Schedule of Services Exhibit in Section J for CLIN subline items IAW DFARS PGI 204.7104-2(c).</p> <p>FOB: Destination</p> <p>SIGNAL CODE: A</p>					
				MAX NET AMT	\$0.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY UNDEFINED	UNIT	UNIT PRICE	MAX AMOUNT
5012	Prepositioned Container Pool FFP The contractor shall manage and maintain leased prepositioned containers in accordance with the PWS contained herein. See Schedule of Services Exhibit in Section J for CLIN subline items IAW DFARS PGI 204.7104-2(c). FOB: Destination		Each	UNDEFINED	\$0.00
				MAX NET AMT	\$0.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
5013		UNDEFINED	Each	UNDEFINED	\$0.00

Other Direct Costs (ODCs)
FFP

ODCs are additional services or parts/products related to the individual lease that are within scope of the contract and not separately priced. ODCs shall be negotiated prior to execution of the delivery order based on specific services or spare parts kits ordered.

FOB: Destination

SIGNAL CODE: A

MAX
NET AMT

\$0.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
5014		UNDEFINED		UNDEFINED	\$0.00

Miscellaneous Costs
FFP

Miscellaneous costs are additional costs that are within scope of the contract but not specified in any of the separately priced CLINs or SubCLINs.

FOB: Destination

SIGNAL CODE: A

MAX
NET AMT

\$0.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
6002 OPTION	Award Term 2 - Program Management FFP The contractor shall provide program management support in accordance with the PWS contained within. See Extended Pricing Matrix for prices for award term years. FOB: Destination SIGNAL CODE: A	12	Months	UNDEFINED	\$0.00

MAX	\$0.00
NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
6004 OPTION	Award Term 2 - DITSCAP Recertification FFP Annual DoD Information Technology Security Certification and Accreditation Program (DITSCAP) Recertification FOB: Destination SIGNAL CODE: A	UNDEFINED	Lot	UNDEFINED	\$0.00

MAX	\$0.00
NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
6005 OPTION	Award Term 2 - Daily Per Diem Lease Cost FFP See Schedule of Services Exhibit in Section J for CLIN subline items IAW DFARS PGI 204.7104-2(c). Attachment J-6 identifies the contractor's daily leasing per diem charge based on type of equipment ordered. Daily per diem charges shall apply per unit and shall commence on the calendar date in which the Government accepts the equipment. Per diem charges shall cease IAW paragraph C.7.2.8(e) of the PWS. FOB: Destination SIGNAL CODE: A	UNDEFINED	Each	UNDEFINED	\$0.00
MAX NET AMT					\$0.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
6006 OPTION	Award Term 2-Replacement & Depreciation FFP See Schedule of Services Exhibit in Section J for CLIN subline items IAW DFARS PGI 204.7104-2(c). Attachment J-6 identifies the basis for determining the contractor's replacement cost and yearly percentage rate of depreciation for a container or chassis IAW paragraph C.7.2.10 of the PWS. FOB: Destination SIGNAL CODE: A	UNDEFINED	Each	UNDEFINED	\$0.00
MAX NET AMT					\$0.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
6007 OPTION	Award Term 2 - On-hire Lift FFP See Schedule of Services Exhibit in Section J for CLIN subline items IAW DFARS PGI 204.7104-2(c). An administrative charge that applies once at time of on-hire for all equipment types. See extended pricing matrix for prices for award term years. FOB: Destination SIGNAL CODE: A	UNDEFINED	Each	UNDEFINED	\$0.00
					<hr/>
					MAX NET AMT \$0.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
6008 OPTION	Award Term 2 - Off-hire Lift FFP See Schedule of Services Exhibit in Section J for CLIN subline items IAW DFARS PGI 204.7104-2(c). An administrative charge that applies once at time of off-hire for all equipment types. See extended pricing matrix for prices for award term years. FOB: Destination SIGNAL CODE: A	UNDEFINED	Each	UNDEFINED	\$0.00
					<hr/>
					MAX NET AMT \$0.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
6010 OPTION	Award Term 2 - Redelivery Charges FFP CONUS & OCONUS Redelivery Charges See Schedule of Services Exhibit in Section J for CLIN subline items IAW DFARS PGI 204.7104-2(c). Attachment J-6 identifies the contractor's CONUS & OCONUS redelivery charges. FOB: Destination SIGNAL CODE: A	UNDEFINED		UNDEFINED	\$0.00
				MAX NET AMT	\$0.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
6012 OPTION	Award Term 2-Prepositiond Container Pool FFP The contractor shall manage and maintain leased prepositioned containers in accordance with the PWS contained herein. See Schedule of Services Exhibit in Section J for CLIN subline items IAW DFARS PGI 204.7104-2(c). FOB: Destination	UNDEFINED	Each	UNDEFINED	\$0.00
				MAX NET AMT	\$0.00

ITEM NO	SUPPLIES/SERVICES	MAX	UNIT	UNIT PRICE	MAX AMOUNT
6013		QUANTITY			
OPTION		UNDEFINED	Each	UNDEFINED	\$0.00
	Award Term 2 - Other Direct Costs (ODCs)				
	FFP				
	ODCs are additional services or parts/products related to the individual lease that are within scope of the contract and not separately priced. ODCs shall be negotiated prior to execution of the delivery order based on specific services or spare parts kits ordered.				
	FOB: Destination				
	SIGNAL CODE: A				
				MAX	\$0.00
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
6014 OPTION	Award Term 2 - Miscellaneous Costs FFP Miscellaneous costs are additional costs that are within scope of the contract but not specified in any of the seperately priced CLINs or SubCLINs. FOB: Destination SIGNAL CODE: A	UNDEFINED		UNDEFINED	\$0.00
				MAX NET AMT	\$0.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
7002 OPTION	Award Term 3 - Program Management FFP The contractor shall provide program management support in accordance with the PWS contained within. See Extended Pricing Matrix for prices for award term years. FOB: Destination SIGNAL CODE: A	12	Months	UNDEFINED	\$0.00

MAX	\$0.00
NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
7004 OPTION	Award Term 3 - DITSCAP Recertification FFP Annual DoD Information Technology Security Certification and Accreditation Program (DITSCAP) Recertification FOB: Destination SIGNAL CODE: A	UNDEFINED	Lot	UNDEFINED	\$0.00

MAX	\$0.00
NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
7005 OPTION	Award Term 3 - Daily Per Diem Lease Cost FFP See Schedule of Services Exhibit in Section J for CLIN subline items IAW DFARS PGI 204.7104-2(c). Attachment J-6 identifies the contractor's daily leasing per diem charge based on type of equipment ordered. Daily per diem charges shall apply per unit and shall commence on the calendar date in which the Government accepts the equipment. Per diem charges shall cease IAW paragraph C.7.2.8(e) of the PWS. FOB: Destination SIGNAL CODE: A	UNDEFINED	Each	UNDEFINED	\$0.00
				MAX NET AMT	\$0.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
7006 OPTION	Award Term 3-Replacement & Depreciation FFP See Schedule of Services Exhibit in Section J for CLIN subline items IAW DFARS PGI 204.7104-2(c). Attachment J-6 identifies the basis for determining the contractor's replacement cost and yearly percentage rate of depreciation for a container or chassis IAW paragraph C.7.2.10 of the PWS. FOB: Destination SIGNAL CODE: A	UNDEFINED	Each	UNDEFINED	\$0.00
				MAX NET AMT	\$0.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
7008 OPTION	Award Term 3 - Off-hire Lift FFP See Schedule of Services Exhibit in Section J for CLIN subline items IAW DFARS PGI 204.7104-2(c). An administrative charge that applies once at time of off-hire for all equipment types. See extended pricing matrix for prices for award term years. FOB: Destination SIGNAL CODE: A	UNDEFINED	Each	UNDEFINED	\$0.00
				MAX NET AMT	\$0.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
7010 OPTION	Award Term 3 - Redelivery Charges FFP CONUS & OCONUS Redelivery Charges See Schedule of Services Exhibit in Section J for CLIN subline items IAW DFARS PGI 204.7104-2(c). Attachment J-6 identifies the contractor's CONUS & OCONUS redelivery charges. FOB: Destination SIGNAL CODE: A	UNDEFINED		UNDEFINED	\$0.00
				MAX NET AMT	\$0.00

ITEM NO	SUPPLIES/SERVICES	MAX	UNIT	UNIT PRICE	MAX AMOUNT
		QUANTITY			
7011		UNDEFINED	Each	UNDEFINED	\$0.00
OPTION	Award Term 3 - Assured Access FFP Only the Procuring Contracting Officer (PCO) can issue orders from this CLIN. Reference Sections C.7.4 and H.10 of PWS. See Schedule of Services Exhibit in Section J for CLIN subline items IAW DFARS PGI 204.7104-2(c). FOB: Destination SIGNAL CODE: A				
				MAX	\$0.00
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
7012 OPTION	Award Term 3-Prepositioned Container Pool FFP The contractor shall manage and maintain leased prepositioned containers in accordance with the PWS contained herein. See Schedule of Services Exhibit in Section J for CLIN subline items IAW DFARS PGI 204.7104-2(c). FOB: Destination	UNDEFINED	Each	UNDEFINED	\$0.00
				MAX NET AMT	\$0.00

ITEM NO	SUPPLIES/SERVICES	MAX	UNIT	UNIT PRICE	MAX AMOUNT
7013		QUANTITY			
OPTION		UNDEFINED	Each	UNDEFINED	\$0.00
	Award Term 3 - Other Direct Costs (ODCs)				
	FFP				
	ODCs are additional services or parts/products related to the individual lease that are within scope of the contract and not separately priced. ODCs shall be negotiated prior to execution of the delivery order based on specific services or spare parts kits ordered.				
	FOB: Destination				
	SIGNAL CODE: A				
				MAX	\$0.00
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
7014 OPTION	Award Term 3 - Miscellaneous Costs FFP Miscellaneous costs are additional costs that are within scope of the contract but not specified in any of the seperately priced CLINs or SubCLINs. FOB: Destination SIGNAL CODE: A	UNDEFINED		UNDEFINED	\$0.00
				MAX NET AMT	\$0.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
8002 OPTION	Award Term 4 - Program Management FFP The contractor shall provide program management support in accordance with the PWS contained within. See Extended Pricing Matrix for prices for award term years. FOB: Destination SIGNAL CODE: A	12	Months	UNDEFINED	\$0.00

MAX	\$0.00
NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
8004 OPTION	Award Term 4 - DITSCAP Recertification FFP Annual DoD Information Technology Security Certification and Accreditation Program (DITSCAP) Recertification FOB: Destination SIGNAL CODE: A	UNDEFINED	Lot	UNDEFINED	\$0.00

MAX	\$0.00
NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
8005 OPTION	Award Term 4 - Daily Per Diem Lease Cost FFP See Schedule of Services Exhibit in Section J for CLIN subline items IAW DFARS PGI 204.7104-2(c). Attachment J-6 identifies the contractor's daily leasing per diem charge based on type of equipment ordered. Daily per diem charges shall apply per unit and shall commence on the calendar date in which the Government accepts the equipment. Per diem charges shall cease IAW paragraph C.7.2.8(e) of the PWS. FOB: Destination SIGNAL CODE: A	UNDEFINED	Each	UNDEFINED	\$0.00
MAX NET AMT					\$0.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
8006 OPTION	Award Term 4-Replacement & Depreciation FFP See Schedule of Services Exhibit in Section J for CLIN subline items IAW DFARS PGI 204.7104-2(c). Attachment J-6 identifies the basis for determining the contractor's replacement cost and yearly percentage rate of depreciation for a container or chassis IAW paragraph C.7.2.10 of the PWS. FOB: Destination SIGNAL CODE: A	UNDEFINED	Each	UNDEFINED	\$0.00
MAX NET AMT					\$0.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
8008 OPTION	Award Term 4 - Off-hire Lift FFP See Schedule of Services Exhibit in Section J for CLIN subline items IAW DFARS PGI 204.7104-2(c). An administrative charge that applies once at time of off-hire for all equipment types. See extended pricing matrix for prices for award term years. FOB: Destination SIGNAL CODE: A	UNDEFINED	Each	UNDEFINED	\$0.00
				MAX NET AMT	\$0.00

ITEM NO	SUPPLIES/SERVICES	MAX	UNIT	UNIT PRICE	MAX AMOUNT
8009		QUANTITY			
OPTION	Award Term 4 - Delivery Charges	UNDEFINED		UNDEFINED	\$0.00
	FFP				
	CONUS & OCONUS Delivery Charges				
	See Schedule of Services Exhibit in Section J for CLIN subline items IAW				
	DFARS PGI 204.7104-2(c).				
	Attachment J-6 identifies the contractor's CONUS & OCONUS delivery charges.				
	FOB: Destination				
	SIGNAL CODE: A				
				MAX	
				NET AMT	\$0.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
8010 OPTION	Award Term 4 - Redelivery Charges FFP CONUS & OCONUS Redelivery Charges See Schedule of Services Exhibit in Section J for CLIN subline items IAW DFARS PGI 204.7104-2(c). Attachment J-6 identifies the contractor's CONUS & OCONUS redelivery charges. FOB: Destination SIGNAL CODE: A	UNDEFINED		UNDEFINED	\$0.00
				MAX NET AMT	\$0.00

ITEM NO	SUPPLIES/SERVICES	MAX	UNIT	UNIT PRICE	MAX AMOUNT
		QUANTITY			
8011 OPTION	Award Term 4 - Assured Access FFP Only the Procuring Contracting Officer (PCO) can issue orders from this CLIN. Reference Sections C.7.4 and H.10 of PWS. See Schedule of Services Exhibit in Section J for CLIN subline items IAW DFARS PGI 204.7104-2(c). FOB: Destination SIGNAL CODE: A	UNDEFINED	Each	UNDEFINED	\$0.00
				MAX NET AMT	\$0.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
8012 OPTION	Award Term 4-Prepositiond Container Pool FFP The contractor shall manage and maintain leased prepositioned containers in accordance with the PWS contained herein. See Schedule of Services Exhibit in Section J for CLIN subline items IAW DFARS PGI 204.7104-2(c). FOB: Destination	UNDEFINED	Each	UNDEFINED	\$0.00
				MAX NET AMT	\$0.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
8014 OPTION	Award Term 4 - Miscellaneous Costs FFP Miscellaneous costs are additional costs that are within scope of the contract but not specified in any of the seperately priced CLINs or SubCLINs. FOB: Destination SIGNAL CODE: A	UNDEFINED		UNDEFINED	\$0.00
MAX NET AMT					\$0.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
9005 OPTION	Award Term 5 - Daily Per Diem Lease Cost FFP See Schedule of Services Exhibit in Section J for CLIN subline items IAW DFARS PGI 204.7104-2(c). Attachment J-6 identifies the contractor's daily leasing per diem charge based on type of equipment ordered. Daily per diem charges shall apply per unit and shall commence on the calendar date in which the Government accepts the equipment. Per diem charges shall cease IAW paragraph C.7.2.8(e) of the PWS. FOB: Destination SIGNAL CODE: A	UNDEFINED	Each	UNDEFINED	\$0.00
MAX NET AMT					\$0.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
9006 OPTION	Award Term 5-Replacement & Depreciation FFP See Schedule of Services Exhibit in Section J for CLIN subline items IAW DFARS PGI 204.7104-2(c). Attachment J-6 identifies the basis for determining the contractor's replacement cost and yearly percentage rate of depreciation for a container or chassis IAW paragraph C.7.2.10 of the PWS. FOB: Destination SIGNAL CODE: A	UNDEFINED	Each	UNDEFINED	\$0.00
MAX NET AMT					\$0.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
9008 OPTION	Award Term 5 - Off-hire Lift FFP See Schedule of Services Exhibit in Section J for CLIN subline items IAW DFARS PGI 204.7104-2(c). An administrative charge that applies once at time of off-hire for all equipment types. See extended pricing matrix for prices for award term years. FOB: Destination SIGNAL CODE: A	UNDEFINED	Each	UNDEFINED	\$0.00
				MAX NET AMT	\$0.00

[illegible]

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
9010 OPTION	Award Term 5 - Redelivery Charges FFP CONUS & OCONUS Redelivery Charges See Schedule of Services Exhibit in Section J for CLIN subline items IAW DFARS PGI 204.7104-2(c). Attachment J-6 identifies the contractor's CONUS & OCONUS redelivery charges. FOB: Destination SIGNAL CODE: A	UNDEFINED		UNDEFINED	\$0.00
				MAX NET AMT	\$0.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
9012 OPTION	Award Term 5-Prepositiond Container Pool FFP The contractor shall manage and maintain leased prepositioned containers in accordance with the PWS contained herein. See Schedule of Services Exhibit in Section J for CLIN subline items IAW DFARS PGI 204.7104-2(c). FOB: Destination	UNDEFINED	Each	UNDEFINED	\$0.00
				MAX NET AMT	\$0.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
9014 OPTION	Award Term 5 - Miscellaneous Costs FFP Miscellaneous costs are additional costs that are within scope of the contract but not specified in any of the seperately priced CLINs or SubCLINs. FOB: Destination SIGNAL CODE: A	UNDEFINED		UNDEFINED	\$0.00
				MAX NET AMT	\$0.00

CLIN MINIMUM/MAXIMUM QUANTITY AND CLIN VALUE

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

CLIN	MINIMUM QUANTITY	MINIMUM AMOUNT	MAXIMUM QUANTITY	MAXIMUM AMOUNT
5001		\$100.00		\$1,000,000.00
5002		\$500,000.00		\$18,000,000.00
5003		\$75,000.00		\$150,000.00

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

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

CLIN	MINIMUM QUANTITY	MINIMUM AMOUNT	MAXIMUM QUANTITY	MAXIMUM AMOUNT
6004		\$		\$
6002		\$		\$
6005		\$		\$
6008		\$		\$
6006		\$		\$
6007		\$		\$
6009		\$		\$
6010		\$		\$
6011		\$		\$
6012		\$		\$
6013		\$		\$
6014		\$		\$
7002		\$		\$

7004	\$	\$
7005	\$	\$
7006	\$	\$
7007	\$	\$
7009	\$	\$
7011	\$	\$
7013	\$	\$
7008	\$	\$
7010	\$	\$
7012	\$	\$
7014	\$	\$
8002	\$	\$
8005	\$	\$
8007	\$	\$
8009	\$	\$
8004	\$	\$
8006	\$	\$
8008	\$	\$
8010	\$	\$
8011	\$	\$
9004	\$	\$
9009	\$	\$
9014	\$	\$
5004	\$	\$
8012	\$	\$

8013	\$	\$
8014	\$	\$
9002	\$	\$
9005	\$	\$
9006	\$	\$
9007	\$	\$
9008	\$	\$
9010	\$	\$
9011	\$	\$
9012	\$	\$
9013	\$	\$
5014	\$	\$
5005	\$	\$
5012	\$	\$
5011	\$	\$
5006	\$	\$
5008	\$	\$
5009	\$	\$
5007	\$	\$
5001	\$	\$
5002	\$	\$
5003	\$	\$
5010	\$	\$
5013	\$	\$

SCHEDULE OF SERVICES

See Schedule of Services Exhibit in Section J, Attachment 1.

SECTION B.1

SECTION B.1

SCHEDULE OF SERVICES

B.1.1 PERIOD OF PERFORMANCE. The term of this contract shall be for a 7-month base period (representing the remainder of Award Term Year 1 on predecessor contract DAMT01-03-D-0173) and four, 12-month award-term year periods. The contractor has earned four of the five additional twelve-month award-term years. The contractor has the potential to earn one additional twelve-month award-term year in accordance with the Container Management Award Term Plan at Section J, Attachment J-1. The period of performance is as follows:

Base Period (Remainder of Award Term Year 1)	1 Nov 2008 to 23 June 2009
Award Term Year 2	24 June2009 to 23 June 2010
Award Term Year 3	24 June2010 to 23 June 2011
Award Term Year 4	24 June 2011 to 23 June 2012
Award Term Year 5	24 June 2012 to 23 June 2013

B.1.2 GENERAL APPLICATION.

B.1.2.1 All rates included herein are stated in U.S dollar and cents.

B.1.2.2 The first number of the CLIN and SLIN represents the applicable period of performance.

- a. Base Period (Remainder of Award Term Year 1): 5
- b. Award Term Year 2: 6
- c. Award Term Year 3: 7
- d. Award Term Year 4: 8
- e. Award Term Year 5: 9

B.1.3 CLIN APPLICATION.

B.1.3.1 Transition of Operation. CLIN 5001 represents the initial 90-day transition phase following contract award. The fixed price shall include all direct and indirect costs, overhead, general and administrative expenses required to implement its proposed transition plan. This CLIN does not apply during the option or award term years.

B.1.3.2 Program Management and Transfer of Operations. CLIN 5002 represents Program Management and CLIN 5003 represents End of Contract Transfer of Operations.

a. CLIN 5002 is Program Management and applies to the base year period and each 12-month period of performance exercised by the Government. The fixed price shall include all direct and indirect costs, overhead, general and administrative expenses required to support all requirements of the PWS.

b. CLIN 5003 is the End of Contract Transfer of Operations and is stated as a cost estimate. The cost estimate for End of Contract Transfer of Operations shall be based upon an estimated 10,000 pieces of equipment on lease at time of transition. This estimate will form the basis for negotiating, with the Procuring Contracting Officer (PCO), the actual price for End of Contract Transfer of Operations in the year of occurrence.

B.1.3.3 Intermodal Equipment Types. SubCLINS 5005AA to 5005AQ and 5006AA to 5006AQ identifies the various types of intermodal equipment that may be leased under this contract.

a. Daily Per Diem Lease Cost. SubCLINS 5005AA to 5005AQ identifies the contractor's daily leasing per diem charge based on type of equipment ordered. Daily per diem charges apply per unit and shall commence on the calendar date in which the Government accepts the equipment. Per Diem charges shall cease in accordance with paragraph C.7.2.8(e) of the PWS.

b. Replacement Costs and Depreciation Percentage Value. SubCLINS 5006AA to 5006AQ are used as the basis for determining the replacement costs in accordance with paragraph C.7.2.10 of the PWS. The SubClin shows the contractor's replacement cost for a new container or chassis. The depreciation percentage value is 5% annual.

B.1.3.4 On-Hire Lift. CLIN 5007 is the on-hire lift charge. On-hire lift is an administrative charge that applies once at the time of lease execution for all equipment types.

B.1.3.5 Off-Hire Lift. CLIN 5008 is the off-hire lift charge. Off-hire lift is an administrative charge that applies once at the time of redelivery for all equipment types.

B.1.3.6 CONUS Delivery and Redelivery. CLIN 5009 is the CONUS/OCONUS delivery transportation charges and CLIN 5010 is the CONUS/OCONUS redelivery transportation charges. For pricing purposes the RDD standard is assumed to be 7-15 working days from the date of the Delivery Order (DO). The delivery rate is determined based on the quantity and location(s) where the contractor will deliver the equipment. The redelivery rate is determined based on the quantity and location(s) where the contractor will pick up the equipment.

a. Tiered Location and Zip Code Rate Table. A complete tiered location and zip code rate table is located at Section B.1, Exhibits 2 and 3. Charges apply per all equipment types based on quantity and actual delivery or redelivery location. The Tiered Location Rate and Zip Code Rate Table escalation percentages for Option Years 1 through 4 and Award Term Years 1 through 5 are stated as a percentage that applies to the base year rate. The simple escalation rate was used.

b. Expedited Delivery Surcharge Rate. SLIN 5009AB is stated as a surcharge percentage for expedited delivery. This surcharge shall apply when the RDD is less than 7 working days from the date of the DO. This percentage is in addition to SLIN 5009AA based on the tiered location or zip code delivery rate as applicable. The Expedited Delivery Surcharge shall not apply when the contractor arranges for an early delivery to accommodate the contractor's schedule.

c. Delivery Discount Rate. SLIN 5009AC is stated as a discount percentage and applies when the RDD is more than 15 working days from the date of DO. The contractor shall deduct the percentage based on the applicable tiered location or zip code rate.

d. Currency Adjustment Charges. SLIN 5009AD and 5010AB shall be applied in accordance with paragraph C.12 of the PWS.

e. Fuel Adjustment Charges. SLIN 5009AE and 5010AC shall be applied in accordance with paragraph C.13 of the PWS.

f. Alternate Delivery/Redelivery Location. SLIN 5009AF is for the use of multiple delivery locations. SLIN 5010AD is for the use of multiple redelivery locations.

g. OCONUS Delivery Locations. SLINS 5009AG through 5009CR are the OCONUS delivery locations and SLINS 5010AE through 5010CP are the OCONUS redelivery locations. Rate applies to delivery or redelivery location within the country as specified in the Schedule of Services Exhibit, Attachment 1.

B.1.3.8 Assured Access. CLIN 5011 is Assured Access in accordance with terms and conditions of Section C.7.4 and Section H. Assured Access provisions shall be used to support global contingency operations where a volume of more than 1000 20-foot ammunition grade containers are required per week. Under these conditions, the contractor shall meet maximum weekly objective [or the objective proposed beyond the maximum weekly objective] and minimum/maximum daily requirements identified in Section C, Exhibit C for weeks one (1) through 16. The maximum weekly objective [or the objective proposed beyond the maximum weekly objective] requirement is the maximum quantity that may be ordered in any given week. The minimum and maximum daily quantity is the number of containers to be delivered per day.

a. SLINS 5011AA through 5011AK are stated as an all inclusive unit price by depot location. The unit price shall include delivery and additional resources to meet the requirement. The unit price is a one-time charge and applies per container by depot location.

b. Daily per diem charge shall be in accordance with SLIN 5005AC for SLINS 5011AA through 5011AK.

c. Redelivery charges will be in accordance with paragraphs B.1.3.6(a) and (b).

B.1.3.9 Prepositioned Leased Container Pools. CLIN 5012 is leased prepositioned container pool for 20-foot ammunition grade and dry containers in accordance with Section C.7.3.

a. Dry Containers. SLIN 5012AA is the daily per diem rate to lease 20-foot dry containers for prepositioned container pools. The daily per diem rates do not include, delivery and redelivery charges. Delivery charges for prepositioned container pools shall be determined using the Tiered Location or Zip Code Rate Tables, or OCONUS delivery SLINS as applicable.

b. Ammunition Grade Containers. SLIN 5012AB is the daily per diem rate to lease 20-foot ammunition grade containers for prepositioned container pools. The daily per diem rates do not include, delivery and redelivery charges. Delivery charges for prepositioned container pools shall be determined using the Tiered Location or Zip Code Rate Tables, or OCONUS delivery SLINS as applicable.

B.1.3.10 Travel. Contractor did not include as part of final revised proposal.

B.1.3.11 Award Term Year 2. CLINS 6002, 6004, and 6005 through 6014 will be executed to extend the contract performance period by one year based upon award term years earned and upon verification that the contractor is still in compliance with the Award Term Plan and the following conditions are satisfied.

a. The Government has a continued need for the services under this contract,

b. Appropriated funds are available,

c. Price reasonableness can be determined, and

d. The contract's "CORE" period of performance (base plus all options) have been completed.

B.1.3.12 Award Term Year 3. CLINS 7002, 7004, and 7005 through 7014 will be executed to extend the contract performance period by one year based upon award term years earned and upon verification that the contractor is still in compliance with the Award Term Plan and the following conditions are satisfied.

- a. The Government has a continued need for the services under this contract,
- b. Appropriated funds are available,
- c. Price reasonableness can be determined, and
- d. The contract's "CORE" period of performance (base plus all options) have been completed.

B.1.3.13 Award Term Year 4. CLINS 8002, 8004, and 8005 through 8014 will be executed to extend the contract performance period by one year based upon award term years earned and upon verification that the contractor is still in compliance with the Award Term Plan and the following conditions are satisfied.

- a. The Government has a continued need for the services under this contract,
- b. Appropriated funds are available,
- c. Price reasonableness can be determined, and
- d. The contract's "CORE" period of performance (base plus all options) have been completed.

B.1.3.14 Award Term Year 5. CLINS 9002, 9004, and 9005 through 9014 will be executed to extend the contract performance period by one year based upon award term years earned and upon verification that the contractor is still in compliance with the Award Term Plan and the following conditions are satisfied.

- a. The Government has a continued need for the services under this contract,
- b. Appropriated funds are available,
- c. Price reasonableness can be determined, and
- d. The contract's "CORE" period of performance (base plus all options) have been completed.

B.1.3.15 Other Direct Costs (ODCs). CLINS 5013, 6013, 7013, 8013, and 9013 applies to ODCs. ODCs are additional services or parts/products related to the individual lease that are within the scope of the contract and not separately priced. ODCs, with the exception of damage resolution, shall be negotiated prior to execution of the DO. These may include, but are not limited to the following:

- a. Refrigerated container pre-use preparation and maintenance.
- b. Spare parts kits, to include repair manual.
- c. Generator sets.
- d. Handling charge to return unused spare parts kits.
- e. Damage resolution.

ODCs not listed herein shall be submitted to the Procuring Contracting Officer (PCO) for approval. The PCO is the only individual authorized to make changes to the contract.

B.1.3.16 Miscellaneous Costs. Additional costs that are within scope of the contract but not specified in any of the CLINS or SLINS.

SECTION B.2

B.2.1 TYPE OF CONTRACT.

This is a Fixed-Price Award Term Incentive Indefinite Quantity contract using FAR 16.404 as guidance and FAR 16.504. Individual Delivery Orders for leases will be issued on a Fixed-Price basis in accordance with FAR 16.201.

B.2.2 AWARD OF CLINS.

(CLINs 0001, 0002AA and 0002AB refer to predecessor contract DAMT01-03-D-0173)

CLIN 0001 will be awarded at time of contract award for the base year only. CLIN 0002AA will be awarded at time of contract award for the base year and at the time of each subsequent option year or award term year exercised or executed there after. CLIN 0002AB will be awarded only once at time of need during the life of the contract as a modification during the applicable contract year.

B.2.3 CONTRACT MINIMUM AND MAXIMUM QUANTITIES.

Pursuant to Clause 52.216-22, entitled "Indefinite Quantity", the contract Minimum Value for this effort will be established annually at \$500,000.00 per year (base year and each option year/award term year exercised or executed). The Maximum Value is \$386,000,000.00 for the base year, 4 one-year options, and 5 one-year award terms.

B.2.4 AWARD TERM INCENTIVE.

In an effort to streamline the container management program processes, incentivize contract performance, and capitalize on the benefits derived from a prolonged business arrangement with one source, award term incentive have been included in this requirement. The Government awarded one contract to the successful source that submitted a proposal determined most advantageous to the Government. The Award Term Plan formulated to monitor and document the contractor's performance provides the Government with validated documentation to support continuation of the contractual relationship or re-solicit the effort as warranted. This approach encourages continued improvement in the contractor's performance. If the Government is not satisfied with the contractor's performance or proposed total life cycle cost prior to exercising any options or award term year extensions, the contract will end in accordance with the Award Term Clause in Section H.8.

Award Term years will be executed consecutively in accordance with the Award Term Plan after the completion of all options.

B.2.5 ORDERING OFFICE.

Only agencies that request and receive written approval from the Procuring Contracting Office, at Block 7 of Standard Form 26, are authorized to issue orders under this contract.

The Procuring Contracting Officer (PCO) will provide the contractor with a list of authorized agencies. This list will be adjusted as needed to allow for additions and deletions. The contractor will be responsible for issuing user names and passwords for its Information Management System (IMS) to authorized agencies, and for safeguarding access to its IMS. The authorized agencies will be responsible for ensuring that only authorized personnel place Delivery Orders for them under the contract.

SECTION B, EXHIBIT 1 - EXTENDED OPTION YEAR AWARD TERM PRICING.

Expanded Pricing Matrix (Revised)				
			≤ 50	> 50
Location:	Chonan, Korea	SLIN	5009BE	5009BF
Option 1	\$			
Option 2	\$			
Option 3	\$			
Option 4	\$			
Award 1	\$			
Award 2	\$			
Award 3	\$			
Award 4	\$			
Award 5	\$			
Location:	Yonki, Korea			
Option 1	\$	SLIN	5009BG	5009BH
Option 2	\$			
Option 3	\$			
Option 4	\$			
Award 1	\$			
Award 2	\$			
Award 3	\$			
Award 4	\$			
Award 5	\$			
Location:	Yimsil, Korea			
Option 1	\$	SLIN	5009BJ	5009BK
Option 2	\$			
Option 3	\$			
Option 4	\$			
Award 1	\$			
Award 2	\$			
Award 3	\$			
Award 4	\$			
Award 5	\$			
Location:	Yongdong, Korea			
Option 1	\$	SLIN	5009BL	5009BM
Option 2	\$			
Option 3	\$			
Option 4	\$			
Award 1	\$			
Award 2	\$			
Award 3	\$			

Award 4	\$			
Award 5	\$	(b)(4)		

Location:	Chenchon, Korea	SLIN	5009BN	5009BP
Option 1	\$			
Option 2	\$			
Option 3	\$			
Option 4	\$			
Award 1	\$			
Award 2	\$			
Award 3	\$			
Award 4	\$			
Award 5	\$			
Location:	Kanagawa-ken, Japan	SLIN	5009CJ	5009CK
Base Year	\$			
Option 1	\$			
Option 2	\$			
Option 3	\$			
Option 4	\$			
Award 1	\$			
Award 2	\$			
Award 3	\$			
Award 4	\$			
Award 5	\$			
Location:	Bayamon, Puerto Rico	SLIN	5009CL	5009CM
Base Year	\$			
Option 1	\$			
Option 2	\$			
Option 3	\$			
Option 4	\$			
Award 1	\$			
Award 2	\$			
Award 3	\$			
Award 4	\$			
Award 5	\$			
Location:	Pakistan, Karachi	SLIN	5009CN	5009CP
Base Year	\$			
Option 1	\$			
Option 2	\$			
Option 3	\$			
Option 4	\$			
Award 1	\$			
Award 2	\$			
Award 3	\$			
Award 4	\$			

Award 5	\$	(b)(4)			

Location:	Pakistan, Port Qasim	SLIN	5009CQ	5009CR
Base Year	\$			
Option 1	\$			
Option 2	\$			
Option 3	\$			
Option 4	\$			
Award 1	\$ (b)(4)			
Award 2	\$			
Award 3	\$			
Award 4	\$			
Award 5	\$			

Section C - Descriptions and Specifications

PERFORMANCE WORK STATEMENT**TABLE OF CONTENTS**

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EXHIBIT C

IMS - DATA FIELDS

EXHIBIT D

C.1 GENERAL.

C.1.1 The Surface Deployment and Distribution Command (SDDC) has a requirement for program management, intermodal equipment leasing services, leased prepositioned container pools, information technology; and related container support functions to meet the Government missions and exercises on a global basis.

C.1.2 SDDC and its industry partners have streamlined the acquisition process through use of performance-based contracting for its intermodal equipment program requirements. The performance-based approach structures all aspects of the acquisition around the purpose of the work to be performed as opposed to the manner in which the work is to be performed.

C.1.3 This Performance Work Statement (PWS) was developed through use of an Integrated Process Team (IPT) consisting of Government and industry representatives. The IPT jointly developed the PWS and performance objectives, measures and standards.

C.1.4 The length of this contract shall be a one-year base period and four, twelve-month option periods. The contractor has the potential to earn up to five additional twelve-month award-term years in accordance with the Award Term Plan at Section J, Attachment J-1.

C.1.5 Definitions, Abbreviations, and Acronyms. See Section C, Exhibit A.

C.2 SCOPE OF WORK.

C.2.1 The contractor shall be responsible for performing program management and intermodal equipment-leasing services for peacetime, contingency, disaster, and humanitarian operations on a worldwide basis. The general scope of work is as follows:

- (a) Provide program management.
- (b) Receive and process requests to lease intermodal equipment.
- (c) Execute leases and deliver/redeliver equipment.
- (d) Monitor leases.
- (e) Develop and maintain an Internet-based information management database that supports program management functions, leasing operations, prepositioned pools and provides management and performance report query capability.
- (f) Establish and maintain prepositioned leased container pools.
- (g) Provide inspection decals to Government activities for DOD-owned containers.

(h) Provide assured access.

C.3 MANAGEMENT.

C.3.1 The contractor shall furnish all management, labor, tools, equipment, supplies, materials and others services necessary to perform the requirements in this PWS.

C.3.2 The contractor shall provide a Project Manager, exclusively dedicated to this contract, as the contractor's central point of contact concerning contract work performance, who shall be available during the working hours of 7:30 am to 5:00 p m. Eastern Time, Monday through Friday, excluding Federal Holidays. The project manager shall have a designated alternate. The Project Manager or the designated alternate shall be accessible for periods other than specified working hours upon request by the Procuring Contracting Officer (PCO) or his/her designated representative. Advance written notification is required prior to any Project Manager or alternate change or substitution. The Project Manager and his/her designated alternate shall be fully empowered to implement the contract requirements.

C.3.3 The contractor shall manage in a cost-effective manner, in accordance with its established quality control program, the total work effort associated with the required services. Management duties shall include, but are not limited to; planning, scheduling, awarding and monitoring subcontracts, cost estimating preparation and documentation, establishing and maintaining records, quality control, contract administration, and logistical support. The contractor shall be the technical point of contact for container related and leasing issues. This may include, but not be limited to: responding to inquiries, answering questions, drafting written response, attending meetings, conferences and workshops, performing purchase versus lease cost analysis.

C.3.4 Whenever changes occur to the approved Subcontracting Plan, the contractor shall submit a copy to the PCO for review and approval within five days of changes.

C.4 PERFORMANCE REQUIREMENTS.

C.4.1 Performance requirements are described as performance objectives, measures and standards in the following manner.

(a) Performance Objective. A statement of the outcome or results.

(b) Performance Measure. The critical characteristics of the objective that will be monitored by the Government.

(c) Performance Standard. The targeted level or range of levels of performance for each performance measure, relating to the Acceptable Quality Level (AQL) for the objective.

C.4.2 The Government will evaluate specified performance Measures and Standards on a per container basis.

C.4.3 Not every performance objective in this contract has a related performance measure or standard. However, every performance objective is a contractual requirement. For those performance objectives that do not specify a measure or standard the measures and standards are in accordance with standard commercial practices.

C.5 QUALITY CONTROL.

C.5.1 The contractor shall establish and maintain a Quality Control Plan (QCP). The QCP shall cover as a minimum how the Contractor intends to meet the requirements of all performance objectives, monitor and

proactively manage contract requirements, and the means by which the Government will be notified of performance-related incidents that are likely to affect quality of service.

C.5.2 The contractor shall provide a copy of its QCP to the Contracting Officer within 60 calendar days from the date of contract award. The contractor shall notify the Contracting Officer within ten (10) calendar days of any revisions to its QCP.

C.6 QUALITY ASSURANCE.

C.6.1 The Government Performance Monitors and Contracting Officer Representative (COR) will monitor and evaluate contractor performance to ensure compliance with contract terms and conditions in accordance with the Quality Assurance Surveillance Plan.

C.6.1.1 The contractor shall, as consideration for late delivery and noncompliance, be assessed a one-time monetary deduction in the amount of \$50.00 per asset when the following Performance Objectives have not been met subject to the terms identified below.

(a) Performance Objectives Number 5 and 11. The deduction shall apply on the fifth workday following the established required delivery date (RDD) or the last day of the RDD window for each asset that has not been delivered or is not compliant with applicable standards.

C.6.2 The contractor shall meet quarterly with the COR and Contracting Officer during the first year of contract performance. Thereafter, meetings will be held bi-annually unless performance warrants scheduling a meeting sooner.

C.7 CONTRACTOR DUTIES.

C.7.1 CUSTOMER SERVICE SUPPORT.

C.7.1.1 The contractor shall provide global customer service and interface with DOD and non-DOD agencies on matters and inquiries relating to requirements identified herein.

C.7.1.2 Contractor personnel shall be available to provide customer service support, at a minimum, between the hours of 7:30 am and 5:00 p m, Eastern Time, Monday through Friday, excluding Federal Holidays. Inquiries received after business hours will be responded to the next business day.

C.7.2 LEASING OPERATIONS.

C.7.2.1 Request Acceptance.

(a) **Performance Objective No. 1:** The contractor shall accept all requests, from authorized requestors, to lease equipment using various means of communications. Refer to Section C.11, Delivery Orders.

(1) A sample of the current Intermodal Equipment Request Checklist is provided at Section J, Attachment J-3.

(2) The contractor shall refer unauthorized requestors to the Procuring Contracting Officer to obtain ordering agency approval.

C.7.2.2 Response To Requests.

(a) **Performance Objective No. 2:** The contractor shall respond to all requests not later than the close of the next business day. Response will include a list of deficiencies in the request, or a cost estimate for the lease.

C.7.2.3 Prepare Cost Estimate.

(a) **Performance Objective No. 3:** The contractor shall prepare a cost estimate and assign a unique lease requirement number. As a minimum the estimate will include cost for: lease per diem, delivery, other direct costs, estimated damages at redelivery, redelivery and lease extension options. Cost estimate shall be valid for 30 calendar days from date cost estimate is made available to the person who initiated the request.

C.7.2.4 Execute Lease.

(a) **Performance Objective No. 4:** The contractor shall execute all funded leases and confirm all Delivery Order (DO) details with the requestor in accordance with paragraph C.11 of the PWS. The lease shall allow for early turn-in without penalty.

(1) The contractor shall provide to the COR the lease requirement number for all executed leases.

(2) The contractor shall provide a copy of all funded delivery orders and all modifications to the Procuring Contracting Officer.

C.7.2.5 Deliver Leased Assets.

C.7.2.5.1 The DO shall specify either FOB destination delivery, whereas the contractor shall deliver equipment to the location stipulated by the Government, or FOB origin delivery, where the Government or its representative shall pick up equipment from the contractor's depot.

C.7.2.5.2 For FOB destination deliveries, the contractor and requestor shall mutually agree to the RDD. When the quantity of assets ordered exceeds the consignee's maximum daily receiving capability, a RDD window shall be established.

(a) **Performance Objective No. 5:** The contractor shall deliver leased assets in accordance with the RDD specified in the DO.

(1) Performance Measure No. 1: RDD met

(2) Performance Standard No. 1: 95%

(3) Performance Measure No. 2: Remaining five (5) percent delivered within two (2) working days.

(4) Performance Standard No. 2: 100%

(b) **Performance Objective No. 6:** The contractor shall monitor delivery of equipment and advise the consignee(s) and COR of any unforeseen delays or inability to meet the RDD.

(c) **Performance Objective No. 7:** The contractor shall schedule all deliveries with the consignee(s) at least two (2) working days prior to actual delivery of equipment.

(d) **Performance Objective No. 8:** The contractor shall not deliver equipment on the same day as notification, unless approved by the consignee.

(e) **Performance Objective No. 9:** The contractor shall deliver all equipment within the consignee's normal business hours unless the consignee agrees to other arrangements.

(f) **Performance Objective No. 10:** The contractor shall notify the COR of all consignee approved changes to the established RDD.

C.7.2.6 Container Standards.

(a) **Performance Objective No. 11:** The contractor shall provide International Organization for Standardization (ISO) standard containers. Non-ammunition use containers shall also be compliant with the latest edition of Institute of International Container Lessors (IICL), LTD., as referenced in paragraph C.9 of this PWS. Ammunition use containers shall also be compliant with Title 49 of the Code of Federal Regulation (CFR 49) and the International Maritime Dangerous Goods (IMDG) Code standards for hazardous explosive cargo.

(1) Performance Measure No. 1: Ordered assets are compliant with applicable standards upon initial government acceptance inspection.

(2) Performance Standard No 1: 98%

(3) Performance Measure No. 2: Within two (2) working days after initial inspection, all non-compliant assets shall be compliant with applicable standards upon final government inspection.

(4) Performance Standard No. 2: 100%

(b) Containers shall be International Convention for Safe Containers (CSC) approved or enrolled in the Approved Continuous Examination Program (ACEP). When delivered, the container must have at least one year remaining on its plate or bear an ACEP sticker.

(c) Refrigerated containers shall be thoroughly inspected to ensure they will perform as required.

(1) **Performance Objective No. 12:** A pre-trip structural and operating inspection shall be done.

(2) **Performance Objective No. 13:** The contractor shall provide a Ryan type recorder or equivalent that is capable of continuous measurement of internal temperature within three (3) degrees Fahrenheit of the in transit temperature specified for controlled atmosphere and straight chill, and five (5) degrees Fahrenheit for frozen.

(3) **Performance Objective No. 14:** The contractor shall deliver all refrigerated containers in a pre-chilled condition unless otherwise specified by the requestor.

(d) The contractor shall not be reimbursed for costs associated with delivery of non-compliant equipment.

(e) For “FOB Destination Delivery.” The standard time for which the consignee must perform initial inspection for damages will be seven (7) calendar days from the time of delivery or equipment is deemed acceptable. The same standard time of seven (7) calendar days will also be applied for a final inspection, if the container is not in compliance after the initial inspection.

(f) For “FOB Origin Delivery.” The consignee must perform initial inspection for damages at the contractor’s depot, prior to yard departure. Once equipment has departed the contractor’s depot, initiating its lease, equipment is deemed acceptable.

C.7.2.7 Monitor Lease Term.

(a) **Performance Objective No. 15:** The contractor shall notify the requestor 90 calendar days prior to the expiration of the DO. If no response is received from the requestor, the contractor shall re-notify them again at 60 calendar days prior to lease expiration. If no response is received from the requestor, the contractor shall re-notify them again at 30 calendar days prior to lease expiration. The contractor shall notify the PCO when no response is received.

(b) Notification shall request intentions on whether to closeout lease or change the terms of the lease. If the requestor changes the terms of the lease, the contractor shall respond as though it were a new lease request in accordance with paragraph C.7.2.2 of this PWS.

C.7.2.8 Redeliver Equipment.

(a) **Performance Objective No 16:** For CONUS, the contractor shall pick up equipment identified for redelivery, in accordance with the DO, within five (5) working days following notification, or as mutually agreed. For OCONUS, the contractor shall pick up equipment identified for redelivery, in accordance with the DO, within ten (10) working days following notification, or as mutually agreed. When the quantity of assets to be redelivered exceeds the installation’s maximum daily uploading capability, a redelivery window shall be established.

(1) Performance Measure: For CONUS, picked up within five (5) working days after notification, or as mutually agreed. For OCONUS, picked up within ten (10) working days after notification, or as mutually agreed.

(2) Performance Standard: 95%

(b) **Performance Objective No. 17:** The contractor shall monitor redelivery of equipment and advise the consignee of inability to meet the redelivery date(s).

(c) **Performance Objective No. 18:** The contractor shall schedule all redeliveries with the consignee at least two (2) working days prior to actual redelivery date, unless approved by the consignee.

(d) **Performance Objective No. 19:** The contractor shall pick up all equipment within the consignee's normal business hours unless the consignee agrees to other arrangements.

(e) For CONUS, if the contractor fails to pick up equipment at the location(s) specified in the DO within five (5) working days, or as mutually agreed after notification, per diem charges shall cease on the next calendar day. For OCONUS, if the contractor fails to pick up equipment at the location(s) specified in the DO within ten (10) working days, or as mutually agreed after notification, per diem charges shall cease on the next calendar day.

(f) If the redelivery location has changed from that originally specified in the DO, the contractor shall provide a new redelivery cost estimate to the requestor in accordance with paragraph C.7.2.2 of this PWS.

(g) If mutually agreed upon by the Government and the contractor, the Government may provide storage space for the contractor's equipment within the installation at no cost to the contractor/subcontractor and no liability to the Government.

(h) The contractor shall document and notify the requestor and COR when equipment identified for redelivery cannot be picked up through no fault of the contractors. The contractor shall be compensated for attempted redelivery costs in accordance with Section B, Exhibit B, State Transportation Rate Table or Contract Line Item Numbers 0020 through 0025 and 0036 through 0052.

C.7.2.9 Reconcile Damages.

(a) **Performance Objective No 20:** The contractor shall document and compare repair-worthy damage at time of off-hire to on-hire condition of equipment. The contractor shall submit electronic damage claims to include: on-hire and off-hire condition documentation to the requestor within 21 calendar days. The Government will notify the contractor of the status of the invoice within ten (10) workdays of receipt of the damage report.

(b) Repairs made by the contractor [that exceed the approved amount] prior to final claim settlement shall be at the risk of the contractor.

(c) The Government will not reimburse the contractor for repair costs when there is no documentation identifying the condition of the equipment at the time of on-hire.

(d) The Government will not be responsible for normal wear and tear or non-conforming repairs.

(e) The Government will only reimburse the contractor for the portion of the damage costs that exceed \$150.00 and only for damages sustained while in possession of and under lease to the Government.

(f) The Government will not reimburse the contractor for tank and refrigerated container cleaning, unless approved by the requestor. Tank and refrigerated container cleaning is considered a part of damage resolution.

C.7.2.10 Equipment Replacement Costs.

(a) **Performance Objective No. 21:** The contractor shall be responsible for calculating replacement costs for equipment lost, stolen, damaged beyond economical repair (dollar value of repairs exceeds depreciated value of the asset), or when impracticable to return.

(b) The Government will reimburse the contractor replacement costs based on the depreciated value of the asset. The replacement price offered in Section B shall reflect the price of a new container or chassis. The replacement cost shall be subject to depreciation based on a 12-year life, the age of the asset, and at the yearly depreciation rate percentage offered in Section B.

(c) The contractor shall provide evidence of the age of the asset upon request from the requestor. The Government will establish an age for the asset if the Contractor fails to provide evidence.

(d) The contractor shall transfer the title of the asset(s) to the Government upon proper payment of the container replacement costs.

C.7.3 PREPOSITIONED LEASED CONTAINER POOLS.

C.7.3.1 The Government may establish prepositioned container pools at CONUS or OCONUS Military Installations to meet initial surge requirements for contingencies. When ordered, the contractor shall stock such prepositioned pools with leased containers and manage. Requirements of paragraph C.7.2, Leasing Operations, of this PWS shall apply, except as otherwise noted herein. Prepositioned pool containers may be used to support peacetime movements. The installation will coordinate the use of prepositioned pool containers with the contractor. See Section C, Exhibit B for the most likely prepositioned locations.

(a) **Performance Objective No 22:** The contractor shall establish prepositioned leased container pools based on a mutually agreed delivery schedule.

(1) Performance Measure No. 1: Delivery schedule met.

(2) Performance Standard No. 1: 95%

(3) Performance Measure No. 2: Remaining five (5) percent delivered within two (2) working days.

(4) Performance Standard No. 2: 100%

(b) **Performance Objective No 23:** The contractor shall deliver containers that are compliant with applicable standards.

(1) Performance Measure No.1: Ordered assets are compliant with applicable standard upon initial government acceptance inspection.

(2) Performance Standard No. 1: 98%

(3) Performance Measure No. 2: Within two (2) working days after initial inspection, all non-compliant assets shall be compliant with applicable standards upon final government inspection.

(4) Performance Standard No. 2: 100%

(c) **Performance Objective No. 24:** Deleted.

(d) **Performance Objective No. 25:** The contractor shall commence replacement of withdrawn prepositioned leased assets used for peacetime operations with compliant equipment within five (5) working days and be completed based on the consignee's maximum receiving capability.

(1) Performance Measure: Withdrawn containers are replaced with compliant equipment within specified timeframe.

(2) Performance Standard: 100%

(e) The contractor shall maintain an accurate inventory record of the pool.

(f) The requestor is responsible for delivery and redelivery charges in accordance with the Delivery Order.

(g) The Government is responsible for maintaining the container in the materiel condition it was received.

C.7.4 ASSURED ACCESS (SECTION H - ASSURED ACCESS).

C.7.4.1 Assured Access provisions shall be used to support global contingency operations where a volume of more than 1000 20-foot ammunition grade containers are required per week. The Government's maximum weekly objective equates to approximately 62,000 containers and our desired maximum weekly objective equates to approximately 90,000 containers. Under these conditions, the contractor shall meet the maximum weekly objective [or the objective proposed beyond the maximum weekly objective] requirement and minimum/maximum daily requirements identified in Section C, Exhibit C for weeks one (1) through 16. The maximum weekly objective [or the objective proposed beyond the maximum weekly objective] requirement is the maximum quantity that may be ordered in any given week. The minimum and maximum daily quantity is the number of containers to be delivered per day to any one location. These provisions do not apply to peacetime container requirements. The contractor shall continue to support peacetime requirements in accordance with the terms and conditions of the PWS during contingency operations. Requirements of paragraph C.7.2, Leasing Operations, of this PWS shall apply to Assured Access, except as otherwise noted herein. Specific quantities and destinations will be identified on each individual DO.

(a) **Performance Objective No. 26:** The contractor shall review and correct any weaknesses identified by the Government in the contractor's proposed Assured Access Plan, and submit their revised Plan within 30 calendar days of contract award in accordance with Data Item Number A002, DD Form 1423 dated 22 March 2002. The plan shall include as a minimum, a commitment to meet Assured Access requirements, approach to transition and to integrate contingency requirements into its business execution and planning processes, and approach to meet maximum weekly requirement and minimum/maximum daily quantities for each depot specified in Exhibit C of the PWS. The plan shall outline resources required to meet daily delivery requirements for seven (7) calendar days during weeks one (1) through 16.

(b) **Performance Objective No. 27:** The contractor shall prepare and provide a cost estimate to the Procuring Contracting Officer within six (6) business hours of receiving a request for assured access.

(1) Performance Measure: Cost estimate prepared and provided within six (6) business days.

(2) Performance Standard: 100%

(c) **Performance Objective No. 28:** The contractor shall commence on-site delivery of ammunition grade containers at daily rate specified in the DO for each location within three (3) calendar days of Contracting Officer request.

(1) Performance Measure No. 1: Required daily rate for each location met.

(2) Performance Standard No. 1: 98%

(3) Performance Measure No. 2: Remaining two (2) percent delivered within two (2) calendar days.

(4) Performance Standard No. 2: 100%

(d) **Performance Objective No. 29:** The contractor shall deliver containers that are compliant with ammunition grade standards.

(1) Performance Measure No. 1: Containers are compliant with ammunition grade standards upon initial Government acceptance inspection.

(2) Performance Standard No.1: 98%

(3) Performance Measure No. 2: Within two (2) working days after inspection, all non-compliant assets shall be compliant with ammunition standards upon final government inspection.

(4) Performance Standard No. 2: 100%

(e) **Performance Objective No. 30:** The contractor shall provide the COR with a status report each calendar day prior to close of business. The receiving locations will provide the contractor with the total number of compliant containers delivered on a per day basis.

(1) Performance Measure: Daily status report provided to the COR.

(2) Performance Standard: 100%

(f) **Performance Objective No. 31:** The contractor shall expect and be prepared to participate in unannounced tests of its Assured Access Plan. Within 15 calendar days of the completion of the test, the contractor shall prepare an after action report with lessons learned and make revisions to the Assured Access Plan.

(1) Performance Measure: Implemented Assured Access Plan was adequate to ensure ordered daily quantities were delivered to specified locations.

(2) Performance Standard: 98% of compliant containers were delivered as specified.

C.7.5 REINSPECTION DECALS.

(a) **Performance Objective No. 32:** The contractor shall issue and provide via regular mail or by expedited means DD Forms 2282, Reinspection Decals, for DOD-owned containers, within one (1) working day of receiving a request from a DOD activity. This administrative container support function is required to ensure mandatory compliance with military, federal and International Convention for Safe Containers (CSC) inspection requirements. The contractor shall maintain a record of all decals issued. As a minimum, the record shall identify the date of request, quantity requested, and address of the requesting activity.

(1) The Government will provide approximately 40,000 on-hand DD Forms 2282 as Government Furnished Material (GFM).

(2) The contractor shall allow for a seven (7) month lead-time in requesting for new decals. Decals are ordered in batches of 20,000.

C.7.6 LEASE VERSUS PURCHASE COST ANALYSIS.

(a) **Performance Objective No. 33:** The contractor shall conduct a lease versus purchase cost analysis within three (3) working days of request. For cost estimation purposes assume 10 lease versus purchase cost analysis per year. The analysis shall be based on specific requirements identified by the requestor and be used to determine whether it is in the Government's best interest to lease or purchase equipment. The lease analysis shall itemize and total projected costs for per diem based on term of lease, on-hire, delivery, off-hire, redelivery and damages. The purchase cost analysis shall itemize the estimated cost to manufacture new or purchase used equipment, as applicable, timeline to deliver, and life cycle maintenance and repair charges. It shall include pricing from three sources, one of which for new or used equipment shall be the Defense Supply Center, Philadelphia, General and Industrial Directorate, 700 Robbins Avenue, Philadelphia, Pennsylvania 19111-5082, (215) 737-3965 and one of which may be from the contractor itself.

C.7.7 INFORMATION MANAGEMENT SYSTEM (IMS).

C.7.7.1 General.

C.7.7.1.1 The contractor shall provide an Internet-based Information Management System (IMS) and develop a database to capture and display information generated from the program management, leasing operations, prepositioned leased container pools, assured access and container support-related requirements identified herein. The IMS shall serve as the primary means for conducting leasing operations and capturing performance information under this contract.

C.7.7.1.2 The contractor shall develop a container database, comprising of DOD-owned and leased ISO equipment (Textainer units). The database will be designed to store basic elements of containers, such as the Asset identifier, the owner (or responsible party in the case of leased units), and basic location information. The contractor shall provide tools to update this database for the bi-annual global container inventory mandated by USTRANSCOM. Container owner/lessee information, present location and status/availability information will be updated as a result of this inventory exercise, or more frequently as the container owner/lessee chooses. The container owner/lessee is responsible for the update of the container information. Ocean Carrier Units acquired by the DOD through the use of the direct booking provisions of USC contracts are not to be included in any Textainer system under this contract.

The IMS shall provide tools to update the information in the central repository through a periodic inventory process. The contractor is not responsible for the updating of the information in the IMS with respect to owned containers or containers leased from other than the contractor. The contractor's IMS is not responsible for providing any information on carrier-furnished ISO equipment in the possession of the government under bailment.

C.7.7.1.3 The IMS database shall provide data element query and print capability for management, performance and ad-hoc reports. The ad-hoc query engine shall access all data elements and permit tiered sorting on all data elements selected for a report. The system shall be capable of accommodating no less than 200 users simultaneously.

C.7.7.1.4 The IMS requires DOD Information Technology Security Certification and Accreditation Program (DITSCAP) certification and accreditation. This process shall commence at time of contract award. A full DITSCAP Accreditation Approval to Operate or an Interim Approval to Operate (IATO) must be received prior to implementation of the operational IMS. If full DITSCAP approval is not received within the 90-day transition phase, the contractor shall obtain an IATO through SDDC prior to completion of the transition phase. Full DITSCAP Accreditation and Approval shall be acquired within 180 calendar days from the date the IATO is issued. A secure interface between the hosting site and DOD users is required. All data shall be encrypted. Final determination of the encryption mechanism is dependent on the development of the interface. The host site must have a fixed Internet protocol address that will uniquely identify the source of the data.

C.7.7.1.5 The contractor shall be responsible for implementing and correcting security vulnerabilities based on the industry standards for the platform being used (i.e Windows, Internet Information Servers, LINUX and UNIX). The use of software containing ActiveX controls violates DOD security policies and is expressly prohibited.

C.7.7.1.6 The server side shall require a digital certificate. DOD Public Key Infrastructure certificates for web servers can be requested from the Army Network System and Operations Center in Fort Huachuca, Arizona.

C.7.7.2 Automated Access.

(a) **Performance Objective No. 34:** The contractor shall provide real-time access to data via the Internet using commercial Internet browser software. The access shall support both Microsoft Internet Explorer version number 5.5 or later, and Netscape Communicator version 6.22 or later browser software.

(1) Performance Measure: 24-hour availability, seven (7) days a week, worldwide, and backed up every 24 hours.

(2) Performance Standard: 97% uptime, 24-hour window for data integrity. For the purpose of this measure, uptime does not include downtime due to scheduled maintenance of the system. Textainer will notify the COR no earlier than 4 hours prior to a scheduled maintenance event. In the event of a need for maintenance which must occur within 4 hour notice, Textainer will contact the COR and explain the need for immediate action. In this case, the COR can then decide whether or not to include the maintenance work hours as part of the uptime calculation.

When the contractor provides creditable evidence demonstrating that Automated Accesss was not available because of an event caused solely by the actions of a third party, e.g. the severing of a communication cable by a construction crew, the resulting downtime, up to a maximum of 48 hours, shall not be chargeable against the Performance Standard.

(b) **Performance Objective No. 35:** The contractor shall develop instructions for user interface for ordering procedures, report queries, data updates, etc.

C.7.7.3 Develop Database.

(a) **Performance Objective No. 36:** The contractor shall develop and maintain accessibility to an Information Management Database, which addresses the following requirements.

(1) Program Management and Lease Information. The IMS shall contain program management and leasing information pertaining to work performed by the contractor. Requestors will use the IMS as the principal means for conducting leasing transactions and have access to requestor-unique information. SDDC shall have read-only access to all information under the scope of the contract. The Military Services' shall have read-only access to service unique information, by customer and cumulatively for all the service's requestors.

(2) DOD ISO Container Registry. The IMS shall contain a master listing of all DOD-owned ISO intermodal containers. This data shall be used to support SDDC directed DOD inventories, generate ISO numbers with check-digits in accordance with ISO for newly procured equipment and serve as a tool for DOD-owners to manage equipment. Capability shall exist that allows DOD container-owners to update information to reflect current status of their equipment. SDDC will have access to owner-unique information. The Military Services' shall have access to service unique information. The contractor shall be provided an electronic copy of the current DOD ISO Container Registry within ten (10) calendar days after contract award.

(3) Deleted in its entirety.

(4) The contractor shall control access to the database by assigning user names and passwords. SDDC will specify other users who may have read-access, ad-hoc query and print capability to any or all of this information. Requests for user name and password shall be directed to the SDDC COR for review and access approval.

C.7.7.4 Data Elements.

(a) **Performance Objective No. 37:** The IMS database shall include data elements needed to capture requirements identified herein and to self-document contract performance objective measures and standards. See Section C, Exhibit D for minimum data field requirements.

C.7.7.5 Insertion Technology.

(a) **Performance Objective No. 38:** The contractor shall ensure the technology employed in the IMS is sufficiently up-to-date to avoid obsolescence and associated sustainment problems, withstand system upgrades, accommodate future growth potential to take advantage of greater efficiencies, lower costs, and other benefits provided by newer technology.

C.7.8 Transition of Operations.

C.7.8.1 The contractor shall ensure the continuity of service while implementing its Transition Plan for all affected activities to preclude any adverse impact on the mission. The contractor shall review and correct any weaknesses identified by the Government in the contractor's proposed Transition Plan, and submit their revised Transition Plan within five (5) working days after contract award in accordance with Data Item Number A001, DD Form 1423 dated 22 March 2002. The contractor will coordinate the development of the final IMS business requirements with the Government.

(a) **Performance Objective No. 39:** The contractor shall implement and complete the transition phase within 90 days after contract award.

(b) Transition Plan shall include database development and implementation (including testing and demonstration) timelines. The Program Management and Lease portion as pertaining to database logins and ordering screens, exclusive of the prepositioned leased container pools and assured access requirements shall be completed and implemented within the Transition Phase. The remaining data portions shall be completed and implemented based on the following priority: (1) Development of proposal to include a cost estimate and time lines for accommodating requirements for the separation of the booking system and billing functions; (2) Development of the overarching tracking system to accommodate all containers moving within the DOD/SDDC operational network; (3) Development of the AD-HOC reporting system; (4) Review of the users guide for completeness and accuracy; (5) Development of the web page tie-in from the SDDC web page to Textainer.

(c) The contractor's Transition Plan shall include a detailed description of, as a minimum, the following elements. The Transition Plan shall include actions and milestones for key events.

- (1) Ability to accept lease requests and execute leases.
- (2) Development and completion of database.
- (3) Milestone schedules.
- (4) Contractor contact information.
- (5) Instructions for user interface for conducting lease transactions, data search, and ad-hoc report generation and performance monitoring capability using the described IMS.
- (6) Administration and management of security measures for the IMS.

(7) End of Contract Transition to include: transition of existing leases to a successor contractor, transition of database to the Government, transfer of other data pertaining to active leases, and reconciliation of outstanding debts.

C.7.8.2 The contractor shall maintain a cooperative work environment with other Government contractors and personnel so as not to cause interference, disagreement or delays to work to be performed. The contractor shall be responsible for adapting schedules and performance to accommodate additional support work. Conflicts shall be brought to the attention of the Contracting Officer.

C.8 TRAVEL. Contractor did not include as part of Final Revised Proposal.

C.9 REFERENCES.

C.9.1 The latest edition, in affect during the life of the contract, of the following shall apply:

C.9.1.1 Institute of International Container Lessors, Ltd. (IICL)

(1) Guide for Container Equipment Inspection.

(2) IICL Repair Manual for Steel Freight Containers.

(3) IICL Guide for Container Chassis Inspection and all supplements and technical bulletins pertaining thereto.

(4) IICL General Guide for Refrigerated Container Inspection and Repair.

C.9.1.2 Title 49, Code of Federal Regulations (CFR 49).

C.9.1.2.1 CFR 49, Parts 450-453

C.9.1.2.2 CFR 49, Parts 100-177, Part 176, Subpart G, Paragraph 176.172

C.9.1.3 International Maritime Dangerous Goods (IMDG) Code.

C.9.1.4 International Organization of Standardization.

C.10 CONTRACTOR PAYMENT.

C.10.1 The contractor shall utilize the Wide Area Workflow (WAWF) system for billing and payment processing at all locations that are WAWF capable. Those locations that are not WAWF capable shall designate a method, as approved by the Procuring Contracting Officer, for billing and payment in each individual DO.

Authorized agents of this contract shall designate method of payment and instructions in each individual DO. Those locations not able to use either WAWF or the Government-wide Commercial Purchase Card payment method shall designate a payment method and instructions in each individual DO, as approved by the Procuring Contracting Officer.

C.10.2 Wide Area Workflow (WAWF).

C.10.2.1 The contractor shall bill only in accordance with the prices stated in Part I, Section B "Schedule of Services", with applicable Exhibits, and only for services rendered. The contractor shall bill the Government using the WAWF system after equipment has been delivered and accepted.

C.10.2.2 Wide Area Workflow (WAWF) is a secure Web-based system for electronic invoicing, receipt and acceptance. WAWF creates a virtual folder to combine the three documents required to pay a Vendor - the Contract, the Invoice, and the Receiving Report. The WAWF application enables electronic form submission of Invoices, government inspection, and acceptance documents in order to support DOD's goal of moving to a paperless acquisition process. It provides the technology for government contractors and authorized DOD personnel to generate, capture, and process receipt and payment-related documentation, via interactive Web-based applications. You can obtain more information on WAWF by accessing the WAWF Website at <https://wawf.eb.mil/>.

C.10.2.3 The contractor shall not bill nor will the Government pay for the cost of transportation, per diem, etc. of equipment that is not delivered at the specified destination or compliant with the standards outlined in this PWS.

C.10.2.5 The method used by the contractor to pay its subcontractors is a matter within the discretion of the contractor.

C.10.3 Government-wide Commercial Purchase Card.

C.10.3.1 The contractor shall bill only in accordance with the prices stated in Part I, Section B "Schedule of Services," with applicable Exhibits, and only for services rendered. The contractor shall not invoice until after equipment have been delivered and accepted at the locations designated in each individual DO.

C.10.3.2 The contractor shall ensure that all of the information listed at Section G.5 is contained on invoices submitted.

C.10.3.3 The contractor shall not bill nor will the Government pay for the cost of transportation, per diem, etc. of equipment that is not delivered at the specified destination or compliant with the standards outlined in this PWS.

C.10.4 Invoice Adjustment. The contract invoice will be adjusted in an amount equal to the deduction for consideration of non-delivered and non-compliant assets in accordance with paragraph C.6.1.1 of the PWS. The adjustment will occur on the invoice immediately following the Contract Discrepancy Report and will be credited to the requestor who's DO it applies.

C.11 DELIVERY ORDERS (DO)

C.11.1 Authorized agencies shall use the IMS as the principal means for conducting leasing operations. Only those authorized agencies unable to use the IMS are allowed to conduct leasing operations, including placing DOs, by email or facsimile. At a minimum, DOs shall contain the information listed below. Authorized agencies shall provide the order on a DD Form 1155. The contractor shall provide confirmation of the DD Form 1155.

- (a) Contract Number
- (b) DO Number
- (c) Requirement Number
- (d) Date of DO
- (e) Contract Line Item Numbers and Subline Item Numbers with quantities and unit prices
- (f) Destination(s)
- (g) Date(s) of Delivery
- (h) Completion Date (term of lease)
- (i) Contract Price with Accounting and Appropriation Data
- (j) Method of payment
- (k) Contracting Officer Signature

C.11.2 The contractor shall begin performance immediately upon confirmation of a DD Form 1155 that is within the scope of the contract. The contractor shall provide for coordination, review, acceptance, assignment, control and status reporting of all DOs issued under this contract. The contractor shall notify the contracting point of contact at USTRANSCOM upon receipt of an order that is not within the scope of this contract prior to confirmation.

C.11.3 Authorized agencies capable of conducting leasing operations using the IMS shall initiate delivery order requests, term extension amendment requests, redelivery requests, redelivery amendment requests, and submit funding using the IMS.

C.12 CURRENCY ADJUSTMENT FACTOR (CAF)

C.12.1 The CAF applies to all existing CLINS relating to "Delivery" or "Redelivery", both CONUS and OCONUS. In particular, the CAF does NOT apply to any Delivery Surcharge (CLIN 0019AB), any Delivery Discount (CLIN 0019AC) or any other supplementary transportation rate adjustment. The CAF is applied only against the base transportation rate. The CAF is applied after any Fuel Adjustment Factor (FAF) is applied.

C.12.1.1 The Delivery and Redelivery charges, after application of the CAF, will be rounded down to the nearest whole dollar.

C.12.1.2 The CAF applicable to a cost estimate shall be the adjustment factor in effect at the time of the cost estimate. The CAF applicable to a particular cost estimate shall be effective as long as the cost estimate is effective,

normally 30 days. If the cost estimate is revised before it expires, the CAF likewise shall be revised as of the revision date. Cost estimates shall not be revised solely to produce a revised CAF. The inability to use a cost estimate, through its expiration or for other reasons permitted by this contract, shall also result in the inability to use its applicable CAF. The revival of an unusable cost estimate, if such should ever occur for any reason, shall also result in the revival of its applicable CAF.

C.12.1.3 If a Delivery Order (DO) is issued without a related prior cost estimate, the CAF applicable to that particular DO shall be the CAF in effect on the date the DO is issued.

C.12.1.4 Once a DO is issued, the CAF applicable to the DO or its associated cost estimate shall be applied to both the Delivery and Redelivery charges made under that DO for the period of performance of the original DO, and modifications to extend the DO's period of performance, for a period of up to and including 365 days.

C.12.1.5 If the original DO's period of performance extends, or is modified to extend, beyond 365 days, the CAF applicable to any redelivery charges which are assessed after the original 365 day period of performance shall be that which applied on the 330th day since the issuance of the delivery order. A similar adjustment in the applicable CAF shall occur on each 366th day anniversary of the original DO issue date until there is no further need to calculate Redelivery charges under the DO.

C.12.2 CAF CALCULATION PROCEDURES

1. The source of information for the value of currencies in relation to the US dollar shall be OANDA Corporation, as found on its FX Converter web site, <http://www.oanda.com/convert/fxaverage>. The base CAF exchange rates for purposes of comparison with exchange rates over the future life of the contract shall be those in effect on 30 May 2003, the date of the contractor's final response to the RFP.

For example, the US dollar on that date was worth:

Currency	Code	Base Exchange (Units/1 USD)
Euro	EUR	0.8400
British Pound	GBP	0.6046
Japanese Yen	JPY	117.970
South Korean Won	KRW	1200.10

2. Exchange rates found on the FX Converter web site shall be rounded to 4 decimal places for calculation purposes.

3. Adjustments shall be made quarterly. The quarterly CAF adjustments shall be calculated using the quarterly "Historical Currency Averages" taken from the web site of OANDA, <http://www.oanda.com/convert/fxaverage>. The quarterly exchange rate will be based on an average of the shown "bid" and "ask" figures, rounded before and after calculation to four decimal places. The quarterly CAF adjustments shall be calculated for quarters beginning with the first day of January, April, July, and October and applied for quarters starting with the first day of the following May, August, November, and February, respectively. Because not all OCONUS transactions will be paid in foreign currencies, the only foreign currencies eligible for adjustment shall be those of the fewest number countries (or currency zones) which, taken together with CONUS transactions, constitute 75% or more of the delivery/redelivery charges payable for actual deliveries or redeliveries during the calendar quarter containing the exchange rate recording days. For each of those currencies, no adjustment shall be taken throughout the applied quarter unless the CAF exchange rate for the calculated quarter is more than 10.0% higher or lower than the base CAF exchange rate. If a currency is eligible for adjustment, and the exchange rates are outside the "no change" band, its CAF is computed by determining the difference between the

base CAF exchange rate and the calculated CAF exchange rate, dividing the difference by the base CAF exchange rate, multiplying by 100, and rounding to the nearest tenth of a percent.

4. Therefore, for currencies listed in 1. above, there would be no potential for adjustment unless the calculated CAF exchange rates were outside the following ranges:

Currency	Code	Base Exchange (Units/1 USD)	Higher Limit (Units/1 USD)	Lower Limit (Units/1 USD)
Euro	EUR	0.8400	0.9240	0.7560
British Pound	GBP	0.6046	0.6651	0.5441
Japanese Yen	JPY	117.970	129.767	106.173
South Korean Won	KRW	1200.10	1320.11	1080.09

Thus, the dollar would have to be worth more than 0.9240 euros for the change in the exchange rate to potentially reduce a charge for a Euro zone delivery/redelivery from that specified in the original contract and worth less than 0.7560 euros for the change in the exchange rate to potentially increase a charge for a Euro zone delivery/redelivery from that specified in the original contract. Further, ranking the charges payable for actual deliveries and redeliveries by the currencies of the countries where the deliveries or redeliveries took place, the amount paid for deliveries and redeliveries to euro zone countries during the calculated quarter would have to be large enough to rank among the fewest numbers of currencies required to reach 75% of the total charges payable for actual deliveries and redeliveries during the calculated quarter. Assume that the exchange rate with the euro is 0.7123 for the July – September quarter and that the euro zone’s currency is eligible for adjustment. The CAF for the following November – January quarter shall be $(0.8400 - 0.7123) / 0.7400 \times 100 = 15.20238$ or 15.2%. A base redelivery charge, after application of the FAF, if any, of \$1,000.00 would therefore be adjusted to \$1,152.00.

5. Any new delivery/redelivery charge not found in the original contract, but added to the contract by modification or amendment at a later date, shall have a different base CAF exchange rate, determined as in no. 1 above but substituting, for 30 May 2003, the calculated exchange rate in effect for determining the CAF as of the effective date of the modification or amendment. That date shall be published in the modification or amendment along with the charge.

6. If delivery/redelivery charges are republished for any reason, the base CAF date associated with each charge should be added for convenience of reference.

C.13 FUEL ADJUSTMENT FACTOR (FAF)

C.13.1 The FAF applies to all existing CLINS relating to “Delivery” or “Redelivery”, both CONUS and OCONUS. In particular, the FAF does NOT apply to any Delivery Surcharge (CLIN 0019AB), any Delivery Discount (CLIN 0019AC) or any other supplementary transportation rate adjustment. The FAF is applied only against the base transportation rate. The FAF is applied before the Currency Adjustment Factor (CAF) is applied.

C.13.1.1 The Delivery and Redelivery charges, after application of the FAF, will be rounded down to the nearest whole dollar.

C.13.1.2 The FAF applicable to a cost estimate shall be the adjustment factor in effect at the time of the cost estimate. The FAF applicable to a particular cost estimate shall be effective as long as the cost estimate is effective, normally 30 days. If the cost estimate is revised before it expires, the FAF likewise shall be revised as of the revision date. Cost estimates shall not be revised solely to produce a revised FAF. The inability to use a cost estimate, through its expiration or for other reasons permitted by this contract, shall also result in the inability to use its applicable FAF. The revival of an unusable cost estimate, if such should ever occur for any reason, shall also result in the revival of its applicable FAF.

C.13.1.3 If a Delivery Order (DO) is issued without a related prior cost estimate, the FAF applicable to that particular DO shall be the FAF in effect on the date the DO is issued.

C.13.1.4 Once a DO is issued, the FAF applicable to the DO or its associated cost estimate shall be applied to both the Delivery and Redelivery charges made under that DO for the period of performance of the original DO, and modifications to extend the DO's period of performance, for a period of up to and including 365 days.

C.13.1.5 If the original DO's period of performance extends, or is modified to extend, beyond 365 days, the FAF applicable to any redelivery charges which are assessed after the original 365 day period of performance shall be that which applied on the 330th day since the issuance of the delivery order. A similar adjustment in the applicable FAF shall occur on each 366th day anniversary of the original DO issue date until there is no further need to calculate Redelivery charges under the DO.

C.13.2 FAF CALCULATION PROCEDURES

1. The base FAF commodity shall be crude oil and the base FAF price shall be taken, as the average of the Cushing, OK WTI Spot Price FOB and European Brent Spot Price FOB for the 30 May 2003 date of the contractor's final response to the RFP, which, rounded to 2 decimal places, is \$28.07. Prices for all calculations shall be taken from the Crude Oil Spot Prices History at the Department of Energy's Energy Information Administration website: http://tonto.eia.doe.gov/dnav/pet/pet-pri_spt_s1_d.htm. Where a price is not shown for a particular date, including weekend and holiday dates, the price applicable for the same oil for the next previous date shown shall be entered.

2. Adjustments shall be made quarterly. The quarterly FAF adjustments shall be calculated for quarters starting with the first day of January, April, July, and October and applied for quarters starting with the first day of the following May, August, November, and February, respectively. No adjustment shall be taken throughout the applied quarter unless the FAF price for the calculated quarter is at least 10% higher or lower than the base FAF price, in other words, given the \$28.07 base FAF price, \$28.07 more than \$30.88 or less than \$25.26.

3. If the FAF price for the calculated quarter is outside the "no change" band, the FAF is computed by determining the difference between the base FAF price and the calculated FAF price, dividing the difference by the base FAF price, multiplying by 100, and rounding to the nearest tenth or a percent. This percentage is then multiplied by 13%; assumed proportion of the delivery/redelivery charges that represents fuel costs, and again rounded to the nearest tenth of a percent. Applying the FAF to the contractual delivery/redelivery charge, the answer is rounded to the nearest whole dollar. For example, the calculated FAF price for crude oil in the April - June 2005 quarter is \$52.35, which is \$24.28 or 86.5% above \$28.07; multiplying that percentage by 13% produces 11.27%. A contractual delivery/redelivery charge of \$1,000.00 would therefore be adjusted to \$1,120.00 for the August - October 2005 quarter. Similar procedures would be followed for reducing the contractual delivery/redelivery charge if the calculated FAF price for a quarter were below \$25.26.

4. Any new delivery/redelivery charge not found in the original contract, but added to the contract by modification or amendment at a later date, shall have a different base FAF price, calculated as in no. 1 above but substituting, for 30 May 2003, the average price of crude, calculated as in C.13.2.1 above, for the most recent date available as of the effective date of the modification or amendment. The base FAF price for the new delivery/redelivery charge shall be published in the modification or amendment along with the charge.

5. If delivery/redelivery charges are republished for any reason, the base FAF price associated with each charge should be added for convenience of reference.

SECTION C - EXHIBIT A
DEFINITIONS, ABBREVIATIONS AND ACRONYMS

PART 1: DEFINITIONS

- 1. Ammunition Grade Container.** A container constructed and maintained to comply with serviceability requirements prescribed by international treaty and mandated by United States transportation law for the shipment of United Nations Class 1 explosive materials.
- 2. Approved Continuous Examination Program (ACEP).** An alternative to scheduling periodic examinations of containers. This program complies with CSC requirements and is used by many commercial owners. An ACEP marking on the container indicates date that this method of examination was initially approved, not date of next required re-inspection.
- 3. Calendar Days.** Consecutive days, without regard to weekends or holidays.
- 4. Chassis.** A vehicle built specifically for the purpose of transporting containers, so that when the chassis and container are assembled, the unit produced serves the same function as a road trailer.
- 5. Consignee.** The location where the assets are being delivered.
- 6. Container.** A reusable 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.
- 7. Continental United States (CONUS).** The 48 contiguous states and the District of Columbia.
- 8. Contracting Officer.** A person with authority to enter into, administer, and/or terminate contracts and make related determinations and findings.
- 9. Contracting Officers Representative (COR).** An individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the Contracting Officer to perform specific technical or administrative functions.
- 10. Delivery Order (DO).** An order for services placed against the established contract that identifies customer requested and funded lease requirements.
- 11. Dry Container.** A completely enclosed weatherproof container.
- 12. DOD ISO Container Registry.** A master listing of all DOD-owned intermodal equipment and ISO configured equipment by owner and container type.
- 13. Flatrack.** Open-sided and open-topped ISO containers with two removable/adjustable ends.
- 14. Institute of International Container Lessors, Ltd. (IICL).** A trade organization of container lessors. It sponsors a technical committee of container owners, operators and manufactures that prepares the Repair Manual for Steel Freight Containers. Also called IICL.
- 15. Intermodal.** Type of cargo shipment system that permits transshipping among sea, highway, rail, and air modes of transportation through use of ISO standard containers, line-haul assets, and handling equipment.

16. International Convention for Safe Containers (CSC). An international treaty which entered into force on September 6, 1977, requiring safety approval of all containers and periodic inspections of containers at specified intervals to ensure maintenance of safe condition. Individual Governments with the advice of the International Maritime Organization (IMO), a branch of the United Nations, administer the CSC.

17. International Maritime Dangerous Goods (IMDG) Code. Official Code that regulates transport of dangerous goods by sea to prevent injury to persons or damage to ship.

18. International Organization of Standardization (ISO). An international standards-writing body composed of national standards associations. Headquarters are in Geneva, Switzerland. Technical committees such as ISO/TC104 (freight container committee) carry out technical work.

19. Master Lease Agreement (MLA). The current SDDC-awarded contract used to acquire leased intermodal equipment.

20. Surface Deployment and Distribution Command (SDDC). A major Army command and USTRANSCOM component that provides cargo, passenger, and personal property traffic management services to all DOD Components.

21. Non-Conforming Repair. A condition resulting from improper repair not in accordance with IICL standards.

22. On-Hire. The calendar date on which the customer accepts the equipment.

23. Off-Hire. The calendar date on which the equipment is picked up for redelivery by the contractor, subject to provisions of paragraph C.7.2.8 of the PWS.

24. Ordering Officer (OO). An individual of an ordering activity authorized to issue Delivery Orders under a specified contract. The individual may be the contracting officer of a using activity or a duly appointed ordering officer so authorized.

25. Outside Continental United States (CONUS). Any country or place beyond the limits of the 48 contiguous states and the District of Columbia.

26. Performance Measure. The critical characteristics of the objective that will be monitored by the Government.

27. Performance Monitor. Government representatives designated to monitor contractor performance.

28. Performance Objective. A statement of the outcome or results expected to be achieved by the contractor.

29. Performance Standard. The target level or range of levels of performance for each measure.

30. Prepositioned Leased Container Pools. A designated number of leased containers prepositioned at various locations used to support contingency operations.

31. Project Manager. An individual having full authority to act for the contractor on all matters and is responsible for the overall management and coordination of the work to be performed under the contract.

32. Program Manager. A Government representative who is responsible for the program and organizes resources and personnel to achieve program goals. When the contract is awarded, the program manager may be designated as the COR to assist in administering the contract.

33. Refrigerated (Reefer) Container. A weatherproof container for the movement of temperature controlled cargo insulated against external temperatures and equipped with mechanical refrigeration.

34. Repair Worthy. Damage or wear defects that require repair to maintain serviceability.

35. Requestor. The Government person or agency who initiated the lease.

36. Required Delivery Date (RDD). A specific calendar date on which the contractor agrees to deliver all equipment identified in the DO.

37. Required Delivery Date (RDD) Window. A specific range of calendar dates on which the contractor agrees to begin and complete delivery of equipment identified in the lease.

38. Tank Container. Specialized containers that meet ISO and IMO requirements for transportation of hazardous and non-hazardous bulk liquids.

39. Wear and Tear. One or more physical defects caused by continuous deterioration in the condition of the equipment occurring under normal use conditions.

40. Working Days. Days on which normal business is conducted (Monday through Friday, excluding Federal holidays). Federal holidays are: New Year's Day, Martin Luther King Day, Presidents' Day, Memorial Day, Independence day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, Christmas Day.

41. Working Hours. The hours of 7:30 a m to 5:00 p.m, Eastern Time.

SECTION C - EXHIBIT A

DEFINITIONS, ABBREVIATIONS AND ACRONYMS

Part 2: ABBREVIATIONS AND ACRONYMS

1. ACEP	Approved Continuous Examination Program
2. AQL	Acceptable Quality Level
3. CFR	Code of Federal Regulations
4. CONUS	Continental United States
5. COR	Contracting Officer's Representative
6. CSC	International Convention for Safe Containers
7. DITSCAP	DOD Information Technology Security Certification and Accreditation Program
8. DO	Delivery Order
9. DOD	Department of Defense
10. GFM	Government-Furnished Material
11. IICL	Institute of International Container Lessors, Ltd.
12. IMDG	International Maritime Dangerous Goods Code
13. IMS	Information Management System
14. ISO	International Organization of Standardization
15. MLA	Master Lease Agreement
16. SDDC	Surface Deployment and Distribution Command
17. OCONUS	Outside the Continental United States
18. PM	Program Manager
19. PWS	Performance Work Statement
20. QASP	Quality Assurance Surveillance Plan
21. RDD	Required Delivery Date

SECTION C - EXHIBIT B

PREPOSITIONED LEASED CONTAINER POOL

REQUIREMENTS

1. GENERAL.

1.1 This Appendix identifies the most likely CONUS locations where prepositioned leased container pools may be established during the life of the contract based on availability of funding. Leased container pools may be used to supplement and/or replace Government-owned containers currently on-site at these locations. The Government anticipates an attrition rate of approximately 20 percent per year in the number of Government-owned containers at these locations due to age and repair factors. Leased assets may be used to replace attrited owned-containers. The aggregate total of leased containers may increase per year based on the attrition rate.

1.2 The information provided herein is an estimated forecast based on current information and is non-binding on the part of the Government.

1.3 PREPOSITIONED POOL LOCATIONS.

LOCATION	GOVERNMENT-OWNED ON SITE
Blue Grass Army Depot, Kentucky	173
Crane Army Ammunition Activity, Indiana	506
McAlester Army Ammunition Plant, Oklahoma	1,297
Tooele Army Depot, Utah	352
Anniston Army Depot, Alabama	41
Hawthorne Army Depot, Nevada	321
Letterkenny Munitions Center, PA	15
Red River Munitions Center, Texas	0
Iowa Army Ammunition Center, IA	270
Milan Army Ammunition Plant, Tennessee	63

1.4 The depots' hours of operation and phone numbers can be found at website <http://www.osc.army.mil/rs/rst/hours.html>.

SECTION C - EXHIBIT C**ASSURED ACCESS****1. GENERAL.**

1.1 This Exhibit identifies assured access requirements for contingency and humanitarian operations. The information and data provided herein represents the maximum weekly objective and desired maximum weekly objective requirement and minimum/maximum daily quantities that may be needed to support deployment and sustainment operations in accordance with paragraph C.7.4.

2. DEPOT LOCATIONS.

DEPOT	ADDRESS
Blue Grass Army Depot	2091 Kingston Highway, Richmond, Kentucky 40475-5070
Crane Army Ammunition Activity	300 Highway 361, Building 13, Crane, Indiana 47522-5099
McAlester Army Ammunition Plant	1 C Tree Road, McAlester, Oklahoma 74501-9002
Tooele Army Depot	Building 1250, Tooele, Utah 84074-5003
Anniston Army Depot	7 Frankford Avenue, Anniston, Alabama 36201-5021
Hawthorne Army Depot	1 South Maine Ave, Hawthorne, Nevada 89415-9404
Letterkenny Munitions Center	Building 4342 Chambersburg, Pennsylvania 17201-4175
Red River Munitions Center	100 Main Street, Texarkana, Texas 75507-5000
Iowa Army Ammunition Center	17575 State Highway 79, Middleton, Iowa 52638-5000
Milan Army Ammunition Plant	2280 Highway 104 West, Milan, Tennessee 38358-5176

3. ASSURED ACCESS REQUIREMENTS.

3.1 The assured access requirements for weeks one (1) through 16 are identified below for the Government's maximum weekly objective and desired maximum weekly objective requirements. The maximum weekly objective requirement identifies the maximum quantity that may be required for any given week. The desired maximum weekly objective requirement identifies the desired maximum quantity that may be required for any given week. The per day quantity identifies the maximum and minimum number of containers that may be delivered to any one location. The specific weekly requirement and per day quantity, by depot location, will be in accordance with each DO issued.

WEEK	MAXIMUM WEEKLY OBJECTIVE	MAXIMUM PER DAY QUANTITY TO ANY ONE LOCATION	MINIMUM PER DAY QUANTITY TO ANY ONE LOCATION	DESIRED MAXIMUM WEEKLY OBJECTIVE	DESIRED MAXIMUM PER DAY QUANTITY TO ANY ONE LOCATION	DESIRED MINIMUM PER DAY QUANTITY TO ANY ONE LOCATION
1	4,242	275	24	4,242	275	24
2	3,458	128	64	4,977	188	90
3	3,458	133	39	5,334	207	60
4	2,305	89	29	3,500	135	43
5	4,034	138	5	6,370	216	12
6	6,916	218	30	10,122	315	35
7	6,340	191	27	9,744	297	38
8	6,916	207	30	10,129	306	50
9	5,187	245	44	7,511	353	64
10	1,729	82	15	2,751	129	24
11	1,153	54	10	2,002	94	18
12	4,611	217	40	7,378	345	65
13	4,611	217	40	7,259	340	64
14	3,458	163	30	4,739	222	42
15	2,305	125	29	2,744	148	36
16	1,153	63	15	1,246	68	16

SECTION C - EXHIBIT D

IMS - DATA FIELDS

1. GENERAL.

1.1 This Exhibit provides a listing of the minimum data fields needed to support information management requirements in accordance with paragraph C.7.7 of the PWS.

1.2 The table below identifies four (4) categories and minimum data fields necessary to capture information for leased and owned equipment.

1.2.1 Program Management and Lease. The contractor is responsible for populating data in the “Program Management and Lease” category as leased assets are requested and activity occurs.

1.2.1.1 The IMS shall be the primary means for capturing and validating contract performance data for applicable PWS objectives, standards and measures. In addition to the data fields identified below, the IMS shall include elements and mechanisms that will document performance against stated objectives, standards and measures for use in monitoring contractor performance.

1.2.2 Active MLA Lease. Deleted in its entirety.

1.2.3 Non-SDDC Lease. Data needed to populate these fields will come solely from Government activities. The contractor has no responsibility to enter or update information.

1.2.4 DOD ISO Container Registry. Data needed to populate certain fields will be provided to the contractor in accordance with paragraph C.7.7.3(2) of the PWS. Government activities will enter and update information and be used as a means for managing owned assets and conducting SDDC directed DOD inventories. The contractor has no responsibility to enter or update information.

2. DATA FIELD TABLE.

DATA FIELDS	PROGRAM MANAGEMENT AND LEASE	NON- SDDC LEASES	DOD ISO CONTAINER REGISTRY
Owner/Lessee Contact			
(a) Name, address, phone number and e-mail*	X	X	X
(b) DODAAC*			X
(c) UIC*			X
(d) MACOM*	X	X	
(e) Military Service*	X	X	X
Owner/Lessee Equipment Identification Numbers			
(a) Marks*	X	X	X
(b) Number*	X	X	X
(c) Check digit	X	X	X
(d) Equipment type*	X	X	X
(e) ISO equipment class			X
(f) Equipment subclass/Remarks			X
Deliver Order (DO)/Contract Lease Details			
(a) DO/Contract Number*	X	X	
(b) Individual cost estimate details	X		
(c) Requirement number*	X		
(d) Quantity and type of equipment ordered	X	X	
(e) Length of lease	X	X	
(f) Lease begin and end dates	X	X	
(g) Lease term extensions	X	X	
(h) RDD or RDD window	X		
(i) Name, address, phone number for consignee(s)	X	X	
(j) Name, address, and phone number for actual delivery location(s), if different than consignee(s)	X	X	
(k) Redelivery Location(s)	X		
On-Hire Lease Details			
(a) Name of container lessor/owner	X	X	
(b) Quantity and type of equipment delivered by location	X	X	
(c) Actual delivery date by equipment identification number	X		
(d) Actual acceptance date by equipment identification number, if different than actual delivery date	X		
Off-Hire Lease Details			
(a) Actual redelivery date by equipment identification number	X		

(b) Actual off-hire date by equipment identification number	X		
(c) Damage or buyout costs per container and cumulative for DO	X		
PREPO Lease Pools – Additional Requirements			
(a) Inspection and maintenance performed by date by equipment identification number	X		
(b) Dollar amount by date of performance	X		
(c) Serviceability status by equipment identification number and location	X		
(d) Equipment identification numbers and date released/withdrawn to support peacetime requirements and new numbers for those replaced	X		
Assured Access – Additional Requirements			
(a) Maximum weekly and per day quantities ordered and delivered	X		
(b) Unannounced test results	X		
Lease Financial Data			
(a) Payments, dates and amounts	X		
Reinspection Decals			
(a) Name address, phone number of requesting activity	X		
(b) Quantity requested	X		
(c) Date issued and mailed	X		
Lease Versus Purchase Analysis			
(a) Name, address, phone number of requesting activity	X		
(b) Lease cost details	X		
(c) Purchase cost details for the three sources used	X		
DOD ISO Container Registry - Additional Requirements			
(a) Quantity by equipment type			X
(b) Inventory code*			X
(c) Maintenance Status			X
(d) Inspection date			X
(e) Date, name, address and DODAAC of activity container transferred to			X
(f) Date disposed			X
(g) Loaded/empty status indicator			X
(h) Shipped from			X
(i) Shipped date			X
(j) Shipped to location			X
(k) Shipping documentation number			X
(l) Current location			X
(m) Arrival date			X

Remarks Section	X	X	X
POC Update (automatic user name entry)**		X	X
Date of Update (automatic date stamp)**	X		X

2.1 Legend.

- (a) Required data fields for each category are annotated with a single “X” in the applicable column.
- (b) Single asterisk (*): Identifies compulsory (no further entries can be made until these fields have been completed) entry fields.
- (c) Double asterisk (**): Pertains to date and person who performed last update.

Section D - Packaging and Marking.

D.1 PACKING AND PACKAGING OF DATA.

All data to be delivered by the contractor under this contract shall be packaged for shipment in accordance with standard commercial practices that will afford protection against deterioration and physical damage for safe delivery to destination.

Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
5001	Destination	Government	Destination	Government
5002	Destination	Government	Destination	Government
5003	N/A	N/A	N/A	Government
5004	N/A	N/A	N/A	Government
5005	Destination	Government	Destination	Government
5006	Destination	Government	Destination	Government
5007	Destination	Government	Destination	Government
5008	Destination	Government	Destination	Government
5009	Destination	Government	Destination	Government
5010	Destination	Government	Destination	Government
5011	Destination	Government	Destination	Government
5012	Destination	Government	Destination	Government
5013	Destination	Government	Destination	Government
5014	Destination	Government	Destination	Government
6002	Destination	Government	Destination	Government
6004	N/A	N/A	N/A	Government
6005	Destination	Government	Destination	Government
6006	Destination	Government	Destination	Government
6007	Destination	Government	Destination	Government
6008	Destination	Government	Destination	Government
6009	Destination	Government	Destination	Government
6010	Destination	Government	Destination	Government
6011	Destination	Government	Destination	Government
6012	Destination	Government	Destination	Government
6013	Destination	Government	Destination	Government
6014	Destination	Government	Destination	Government
7002	Destination	Government	Destination	Government
7004	N/A	N/A	N/A	Government
7005	Destination	Government	Destination	Government
7006	Destination	Government	Destination	Government
7007	Destination	Government	Destination	Government
7008	Destination	Government	Destination	Government
7009	Destination	Government	Destination	Government
7010	Destination	Government	Destination	Government
7011	Destination	Government	Destination	Government
7012	Destination	Government	Destination	Government
7013	Destination	Government	Destination	Government
7014	Destination	Government	Destination	Government
8002	Destination	Government	Destination	Government
8004	N/A	N/A	N/A	Government

8005	Destination	Government	Destination	Government
8006	Destination	Government	Destination	Government
8007	Destination	Government	Destination	Government
8008	Destination	Government	Destination	Government
8009	Destination	Government	Destination	Government
8010	Destination	Government	Destination	Government
8011	Destination	Government	Destination	Government
8012	Destination	Government	Destination	Government
8013	Destination	Government	Destination	Government
8014	Destination	Government	Destination	Government
9002	Destination	Government	Destination	Government
9004	N/A	N/A	N/A	Government
9005	Destination	Government	Destination	Government
9006	Destination	Government	Destination	Government
9007	Destination	Government	Destination	Government
9008	Destination	Government	Destination	Government
9009	Destination	Government	Destination	Government
9010	Destination	Government	Destination	Government
9011	Destination	Government	Destination	Government
9012	Destination	Government	Destination	Government
9013	Destination	Government	Destination	Government
9014	Destination	Government	Destination	Government

CLAUSES INCORPORATED BY REFERENCE

52.246-2	Inspection Of Supplies--Fixed Price	AUG 1996
52.246-4	Inspection Of Services--Fixed Price	AUG 1996
52.246-16	Responsibility For Supplies	APR 1984
252.246-7000	Material Inspection And Receiving Report	MAR 2008

E.1 INSPECTION AND ACCEPTANCE

E.1 INSPECTION AND ACCEPTANCE OF EQUIPMENT.

- a. For F.O.B. Destination. All equipment shall be inspected and accepted by the Government at the Government location designated in each individual Delivery Order.
- b. For F.O.B. Origin. All equipment shall be inspected and accepted by the Government at the contractor's depot facility identified in the applicable individual Delivery Order.

Section F - Deliveries or Performance

F.1 DELIVERY**F.1 PERIOD OF PERFORMANCE.**

All work under this contract, including delivery of an approved final report or data, shall be completed within 12 months from the effective date of this contract or subsequent dates of any award term years executed.

F.2 DELIVERY OF DATA.

Data and reports shall be delivered in accordance with best commercial practices.

F.3 DELIVERY OF LEASED EQUIPMENT.

Leased equipment shall be delivered as specified in each individual Delivery Order at time of issue or as modified through mutual agreement between parties.

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
5001	POP 01-NOV-2008 TO 23-JUN-2009	N/A	N/A FOB: Destination	
5002	POP 01-NOV-2008 TO 23-JUN-2009	N/A	N/A FOB: Destination	
5003	POP 01-NOV-2008 TO 23-JUN-2009	N/A	N/A FOB: Destination	
5004	POP 01-NOV-2008 TO 23-JUN-2009	N/A	N/A FOB: Destination	
5005	POP 01-NOV-2008 TO 23-JUN-2009	N/A	N/A FOB: Destination	
5006	POP 01-NOV-2008 TO 23-JUN-2009	N/A	N/A FOB: Destination	
5007	POP 01-NOV-2008 TO 23-JUN-2009	N/A	N/A FOB: Destination	
5008	POP 01-NOV-2008 TO 23-JUN-2009	N/A	N/A FOB: Destination	

5009	POP 01-NOV-2008 TO 23-JUN-2009	N/A	N/A FOB: Destination
5010	POP 01-NOV-2008 TO 23-JUN-2009	N/A	N/A FOB: Destination
5011	POP 01-NOV-2008 TO 23-JUN-2009	N/A	N/A FOB: Destination
5012	POP 01-NOV-2008 TO 23-JUN-2009	N/A	N/A FOB: Destination
5013	POP 01-NOV-2008 TO 23-JUN-2009	N/A	N/A FOB: Destination
5014	POP 01-NOV-2008 TO 23-JUN-2009	N/A	N/A FOB: Destination
6002	POP 24-JUN-2009 TO 23-JUN-2010	N/A	N/A FOB: Destination
6004	POP 24-JUN-2009 TO 23-JUN-2010	N/A	N/A FOB: Destination
6005	POP 24-JUN-2009 TO 23-JUN-2010	N/A	N/A FOB: Destination
6006	POP 24-JUN-2009 TO 23-JUN-2010	N/A	N/A FOB: Destination
6007	POP 24-JUN-2009 TO 23-JUN-2010	N/A	N/A FOB: Destination
6008	POP 24-JUN-2009 TO 23-JUN-2010	N/A	N/A FOB: Destination
6009	POP 24-JUN-2009 TO 23-JUN-2010	N/A	N/A FOB: Destination
6010	POP 24-JUN-2009 TO 23-JUN-2010	N/A	N/A FOB: Destination
6011	POP 24-JUN-2009 TO 23-JUN-2010	N/A	N/A FOB: Destination
6012	POP 24-JUN-2009 TO 23-JUN-2010	N/A	N/A FOB: Destination
6013	POP 24-JUN-2009 TO 23-JUN-2010	N/A	N/A FOB: Destination

6014	POP 24-JUN-2009 TO 23-JUN-2010	N/A	N/A FOB: Destination
7002	POP 24-JUN-2010 TO 23-JUN-2011	N/A	N/A FOB: Destination
7004	POP 24-JUN-2010 TO 23-JUN-2011	N/A	N/A FOB: Destination
7005	POP 24-JUN-2010 TO 23-JUN-2011	N/A	N/A FOB: Destination
7006	POP 24-JUN-2010 TO 23-JUN-2011	N/A	N/A FOB: Destination
7007	POP 24-JUN-2010 TO 23-JUN-2011	N/A	N/A FOB: Destination
7008	POP 24-JUN-2010 TO 23-JUN-2011	N/A	N/A FOB: Destination
7009	POP 24-JUN-2010 TO 23-JUN-2011	N/A	N/A FOB: Destination
7010	POP 24-JUN-2010 TO 23-JUN-2011	N/A	N/A FOB: Destination
7011	POP 24-JUN-2010 TO 23-JUN-2011	N/A	N/A FOB: Destination
7012	POP 24-JUN-2010 TO 23-JUN-2011	N/A	N/A FOB: Destination
7013	POP 24-JUN-2010 TO 23-JUN-2011	N/A	N/A FOB: Destination
7014	POP 24-JUN-2010 TO 23-JUN-2011	N/A	N/A FOB: Destination
8002	POP 24-JUN-2011 TO 23-FEB-2012	N/A	N/A FOB: Destination
8004	POP 24-JUN-2011 TO 23-JUN-2012	N/A	N/A FOB: Destination
8005	POP 24-JUN-2011 TO 23-JUN-2012	N/A	N/A FOB: Destination
8006	POP 24-JUN-2011 TO 23-JUN-2012	N/A	N/A FOB: Destination

8007	POP 24-JUN-2011 TO 23-JUN-2012	N/A	N/A FOB: Destination
8008	POP 24-JUN-2011 TO 23-JUN-2012	N/A	N/A FOB: Destination
8009	POP 24-JUN-2011 TO 23-JUN-2012	N/A	N/A FOB: Destination
8010	POP 24-JUN-2011 TO 23-JUN-2012	N/A	N/A FOB: Destination
8011	POP 24-JUN-2011 TO 23-JUN-2012	N/A	N/A FOB: Destination
8012	POP 24-JUN-2011 TO 23-JUN-2012	N/A	N/A FOB: Destination
8013	POP 24-JUN-2011 TO 23-JUN-2012	N/A	N/A FOB: Destination
8014	POP 24-JUN-2011 TO 23-JUN-2012	N/A	N/A FOB: Destination
9002	POP 24-JUN-2012 TO 23-FEB-2013	N/A	N/A FOB: Destination
9004	POP 24-JUN-2012 TO 23-JUN-2013	N/A	N/A FOB: Destination
9005	POP 24-JUN-2012 TO 23-JUN-2013	N/A	N/A FOB: Destination
9006	POP 24-JUN-2012 TO 23-JUN-2013	N/A	N/A FOB: Destination
9007	POP 24-JUN-2012 TO 23-JUN-2013	N/A	N/A FOB: Destination
9008	POP 24-JUN-2012 TO 23-JUN-2013	N/A	N/A FOB: Destination
9009	POP 24-JUN-2012 TO 23-JUN-2013	N/A	N/A FOB: Destination
9010	POP 24-JUN-2012 TO 23-JUN-2013	N/A	N/A FOB: Destination
9011	POP 24-JUN-2012 TO 23-JUN-2013	N/A	N/A FOB: Destination

9012	POP 24-JUN-2012 TO 23-JUN-2013	N/A	N/A FOB: Destination
9013	POP 24-JUN-2012 TO 23-JUN-2013	N/A	N/A FOB: Destination
9014	POP 24-JUN-2012 TO 23-JUN-2013	N/A	N/A FOB: Destination

CLAUSES INCORPORATED BY REFERENCE

52.242-15	Stop-Work Order	AUG 1989
52.242-17	Government Delay Of Work	APR 1984
52.247-30	F.O.B. Origin, Contractor's Facility	FEB 2006
52.247-34	F.O.B. Destination	NOV 1991
52.247-48	F.O.B. Destination--Evidence Of Shipment	FEB 1999

Section G - Contract Administration Data

PAYMENT INSTRUCTIONS**G.1 PROCURING CONTRACTING OFFICE.**

United States Transportation Command (USTRANSCOM), Scott AFB, IL

Contracting Officer: Mr. Mark Schneider
Office Symbol: TCAQ-S-R
Telephone: 618-229-2559
DSN: 779-2559
Fax: 618-256-8316
E-mail: mark.schneider@ustranscom.mil

Contract Specialist: Ms. Carey Gropp
Office Symbol: TCAQ-S-R
Telephone: 618-229-2469
DSN: 779-2469
Fax: 618-256-8316
E-mail: carey.gropp@ustranscom.mil

G.2 INSTRUCTIONS TO PAYING OFFICE.

Do not prorate payments on this contract. Invoices are to be paid per specific Contract Line Item Number (CLIN) and Accounting Classification Reference Number (ACRN) in order of allocation as cited by the contractor.

G.3 ACCOUNTING AND APPROPRIATION DATA.

Accounting data will be cited on each individual delivery order.

G.4 REMITTANCE ADDRESS.

If the remittance address for Electronic Funds Transfer is different from mailing address please insert here:
NONE

G.5 INVOICES AND PAYMENTS.

(1) Wide Area Workflow (WAWF) is the preferred method of billing processing for all delivery orders issued under this contract. The contractor shall submit data for each delivery order in accordance with procedures established by WAWF. The contractor shall not bill for services not rendered in accordance with the PWS. Authorized agencies shall include the WAWF - Receipt and Acceptance (WAWF-RA) Electronic Receiving Report and Invoicing Instructions in each individual delivery order.

(2) For installations not WAWF capable, the Government-wide Commercial Purchase Card or other Procuring Contracting Officer approved method will be the method of payment and will be designated on each individual delivery order under this contract. Delivery Orders designating payments to be made using the Government-wide Commercial Purchase Card will be assessed a 3.5% processing fee, applied as a Other Direct Cost (ODC), to be funded on the delivery order and paid to the contractor on each final invoice.

(3) In addition to following the procedures for processing payments using the Government-wide Commercial Purchase Card, the contractor shall submit copies of invoices for review and approval to the requesting agency for each Delivery Order issued.

For payments using the purchase card, the Contractor shall submit a commercial electronic invoice in accordance with the contractor's commercial practice to the address designated in the contract to receive invoices. An invoice must include--

- (1) Name and address of the Contractor;
- (2) Invoice date and number;
- (3) Contract number and the delivery order number;
- (4) Contract line item number(s) and/or subline item numbers(s);
- (5) Description, quantity, unit price and extended price of the items delivered;
- (6) Terms of any prompt payment discount offered; and
- (7) Name, title, and phone number of person to be notified in event of defective invoice.

Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. Contractors are encouraged to assign an identification number to each invoice.

Section H - Special Contract Requirements

CLAUSES INCORPORATED BY REFERENCE

52.204-4

Printed or Copied Double-Sided on Recycled Paper

AUG 2000

SECTION H

H.1 RELEASE OF INFORMATION

(a) UNCLASSIFIED CONTRACTS - Approval of the Procuring Contracting Officer is required prior to release of information received in the performance of this contract or developed pursuant to this contract.

(b) CLASSIFIED CONTRACTS - If this is a classified contract, the provisions of the DoD Security Agreement (DD Form 441) and the DoD Contract Security Classification Specification (DD Form 254) also apply.

H.2 SECURITY PROVISIONS

The contractor will develop a methodology to strictly limit access to a "strict need to know" for all comprehensive information, databases and management activities involving DOD container management. Comprehensive information is described as prior knowledge of the requirements for a DOD order for containers, types, and numbers by DOD Installations/DOD contractor locations involved. Names and positions of all personnel to have routine access to this information will be submitted to the Procuring Contracting Officer as a part of the proposal package. Subsequent changes will be reported to the COR by the successful offeror at least 10 days prior to assignment to the contract.

H.3 RESERVED

H.4 NOTICE OF INCORPORATION OF SECTIONS

Section K, L and M of the solicitation will not be distributed with the contract. However, Section K is incorporated in and forms a part of the resultant contract as though furnished in full text therewith.

H.5 CHANGE OR MODIFICATION OF CONTRACT TERMS

The contractor is advised that only the Procuring Contracting Officer can change or modify the terms of this contract or take any other action that obligates the Government and then such action must be set forth in a formal modification to the contract. If a Contracting Officer's Representative has been appointed for this action his/her authority is strictly limited to the specific duties set forth in his/her letter of appointment, a copy of which will be provided to the contractor. Contractors who rely and act on directions from other than the Procuring Contracting Officer (or a COR acting within the strict limits of his/her responsibilities as set forth in the appointment letter) shall do so at their risk and expense as such actions do not bind the Government contractually. Any questions concerning the authority of a Government employee to direct the contractor contractually shall be referred to the Procuring Contracting Officer immediately.

H.6 GOVERNMENT - CONTRACTOR RELATIONSHIP

(a) The Government and the contractor understand and agree that the support services to be delivered under this contract by the contractor are non-personal services and the parties recognize and agree that no employer-employee relationships exist or will exist under this contract between the Government and the contractor and/or between the Government and the contractor's employees. It is, therefore, in the best interest of the Government to afford the parties a full and complete understanding of their respective obligations.

(b) The contractor personnel under this contract shall not:

(1) Be placed in a position where they are appointed or employed by a Federal Officer, or are under the supervision, direction, or evaluation of a Federal Officer, military or civilian.

(2) Be placed in a staff or policymaking position.

(3) Be placed in a position of command, supervision, direction, or evaluation of a DA military or civilian personnel, or personnel of other contractors or become a part of Government organization.

(c) Employee Relationship:

(1) The services to be performed under this contract do not require the contractor or its employees to exercise personal judgment and discretion on behalf of the Government, but rather the contractor's employees will act and exercise personal judgment and discretion on behalf of the contractor.

(2) Rules, regulations, directions, and requirements that are issued by the command authorized under their responsibility for good order, administration, and security are applicable to all personnel who enter a Government installation. This is not to be construed or interpreted to establish any degree of Government control that is inconsistent with a non-personal services contract.

(3) The contractor will not be paid for performance of personal services. Therefore in the event the contractor (or its employee) is directed by any Government employee to perform tasks that the contractor believes are personal services, the contractor should take no action until it has contacted the Procuring Contracting Officer to determine the appropriate course of action.

H.7 RIGHTS IN TECHNICAL DATA AND COMPUTER SOFTWARE

In accordance with the Department Federal Acquisition Regulations Supplement (DFARS) clause, 252.227-7014 Alt I, "Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation" of this contract, all data to be delivered under this contract shall be delivered with unlimited/unrestricted rights except as follow:

1. Data or computer software items developed solely at private expense (or at least 50% private expense) that will be submitted with limited/restricted rights shall identify form, fit and functional characteristics of the information management system in a separate segregated section free of restricted markings.
2. For post development (defined as after the completion of the contract and delivery of the information management system and any subsequent modification/improvement to the system), the contractor shall agree to a fully paid up no cost license for use with restricted rights to the proprietary computer software embedded within the information management system by any Government personnel at any Government location or any contractor operating under a Government contract in support of the Container Management Streamlining program. Third parties may not use proprietary computer software for commercial purposes.
3. The contractor shall identify all commercial software products embedded in the system and agree to a fully paid up no-cost restricted license.

H.8 AWARD TERM INCENTIVE

H.8.1 Award Term Plan provisions and procedures are hereby incorporated into this contract (Section J, Attachment J-1).

H.9 PRICE RE-DETERMINATION FOR AWARD TERM YEARS

a. General. The unit prices for CLINs 0002 and 0004 through 0014 for award term years 1-5 (contract years 6 – 10) shall be periodically re-determined in accordance with the following, except as noted:

The prices for services performed before the effective date of the price re-determination (see paragraph c) shall remain fixed; and In no event shall the total price paid for any item listed under the above CLINs for years 6 – 10 exceed the ceiling price established in this contract.

b. Definition. “Cost”, as used in this provision, means allowable costs in accordance with Part 31 of the Federal Acquisition Regulation (FAR) in effect on the date of this contract award.

c. Price Re-determination Periods. For the purpose of price re-determination, performance of this contract is divided into successive periods. The first period shall extend from the date of contract award through the end of contract year 5. The second and each succeeding period shall extend for 12 months from the end of the last preceding period. The first day of the second and each succeeding period shall be the effective day of the price re-determination for that period.

d. Data Submission.

(1) Not more than 14 or less than 13 months before the end of each re-determination period, except the last, the Contractor shall submit --

(i) Proposed prices for supplies that may be delivered or services that may be performed in the next succeeding period, and --

(A) A revised Section B.1 Exhibit 1 for the applicable period;

(B) Sufficient data to support the accuracy and reliability of this estimate; and

(C) An explanation of the differences between this estimate and the original (or last preceding) estimate for the same supplies or services; and

(ii) A statement of unit costs actually incurred in performing this contract through the end of the month preceding the submission of proposed prices with sufficient supporting data to disclose unit costs and cost trends for supplies delivered and services performed.

(2) The Contractor shall also submit, to the extent that it becomes available before negotiations on re-determined prices are concluded any other relevant data that the Procuring Contracting Officer may reasonably require to assist in determining price reasonableness.

(3) If the Contractor fails to submit the data required or within the time specified, the Procuring Contracting Officer will declare performance under this contract to be complete in accordance with the Award Term Plan.

e. Price Re-determination. Upon the Procuring Contracting Officer's receipt of the data required by paragraph (d) of this section, the Procuring Contracting Officer and the Contractor shall promptly negotiate to re-determine fair and reasonable prices for supplies that may be delivered or services that may be performed in the period following the effective date of price re-determination.

f. **Contract Modifications.** Each negotiated re-determination of prices shall be evidenced by a modification to this contract, signed by the Contractor and the Procuring Contracting Officer, stating the re-determined prices that apply during the re-determination period.

g. **Subcontracts.** No subcontract placed under this contract may provide for payment on a cost-plus-a-percentage-of-cost basis.

h. **Disagreements.** The Procuring Contracting Officer shall promptly issue a decision in accordance with the Award Term Plan when the Contractor and the Procuring Contracting Officer fail to agree upon re-determined prices for any price re-determination period for which an award term year has been earned, within 30 days after the date on which the data required by paragraph (d) of this section is to be submitted. This decision shall be treated as an executed contract modification.

i. **Termination.** If this contract is terminated during any period established under this provision, prices shall continue as established in accordance with this provision for:

(1) Completed supplies and services accepted by the Government; and

(2) All other elements of the termination shall be resolved in accordance with other applicable clauses of this contract.

H.10 ASSURED ACCESS

General. The Government has the right to accelerate the rate of delivery called for under this contract, at a price or cost established before contract award or to be established by negotiation as provided in this clause.

Schedule.

When the Assured Access Plan is included in the contract, the delivery schedule shall be at the rate provided with the Plan. If the Plan was negotiated before contract award, then the negotiated schedule shall be used.

If the finalized Assured Access Plan is not included in the contract at time of award, the Contractor shall furnish it to the Procuring Contracting Officer within 30 days from the date of award. The finalized Plan shall include the delivery schedule showing the maximum sustainable rate of delivery for items at Schedule B CLIN 0026 and Section C Exhibit C of this contract. The Plan shall identify the maximum sustainable rate of delivery achievable within the Contractor's existing facilities, and subcontracting structure.

The Contractor shall not revise the delivery schedule without approval from the Procuring Contracting Officer.

Implementation of Assured Access Plan.

The Procuring Contracting Officer may exercise the implementation of the Plan at any time after contract award. The Plan can be implemented more than once during the life of the contract to include option and award term periods. Only the Procuring Contracting Officer can implement this Plan.

The Procuring Contracting Officer will provide a preliminary oral or written notice to the Contractor stating the quantities to be ordered under the terms of this clause, followed by a written order incorporating the transmitted information and instructions.

The Contractor will not be required to deliver at a rate greater than the maximum per day or weekly delivery rate outlined in Section C Exhibit C, nor will delivery extend beyond the negotiated scheduled during any given implementation of the Plan unless mutually agreed to by both parties.

Price Negotiation.

Unless the unit cost or price was previously agreed upon, the Contractor shall, within 10 days of notification from the Procuring Contracting Officer that performance will extend beyond the negotiated Plan, submit to the Procuring Contracting Officer a cost or price proposal (including a cost breakdown) for the items ordered.

Failure to agree on a cost or price in negotiations resulting from the implementation of this Plan shall constitute a dispute concerning a question of fact within the meaning of the Disputes clause of this contract. However, nothing in this clause shall excuse the Contractor from proceeding with the performance of the contract, as modified, while any resulting claim is being settled.

Section I - Contract Clauses

UNAVAILABLE SHELL LOAD CLAUSES

CLAUSES
FROM ORIGINAL CONTRACT
THAT ARE NO LONGER ACTIVE WITHIN
CONTRACT WRITING SYSTEM (SPS)

Contract **DAMT01-03-D-0173** was transferred to USTRANSCOM/TCAQ. TCAQ utilizes SPS as its contract writing system. Documents awarded and transferred to TCAQ from other organizations are required to be shall loaded. During the process of accomplishing the shell load, the following clauses were no longer available to be incorporated due to updated versions, replacement or deletion. Refer to the original (paper) contract for specific clause wording.

Clause Number	Title	Date
52.247-5001	European Union Restrictiond Involving Non-Manufactured Wood Packaging and Pallets	SEP 2001
252.203-7002	Display of DOD Hotline Poster	DEC 1991
*252.225-7007	Buy American Act – Trade Agreements – Balance of Payments Program	SEP 2001
252.225-7037	Duty Free Entry – Eligible End Products	AUG 2000
252.242-7000	Post-Award Conference	DEC 1991

*** A current version of this clause was incorporated into the shell loaded contract. Its inclusion is required for system interfaces. The original version of the clause still applies and overrides the verbiage of the clause incorporated for interface purposes only.**

CLAUSES INCORPORATED BY REFERENCE

52.203-3	Gratuities	APR 1984
52.203-6 Alt I	Restrictions On Subcontractor Sales To The Government	OCT 1995
	(Sep 2006) -- Alternate I	
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	SEP 2007
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	SEP 2006
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-14	Integrity of Unit Prices	OCT 1997
52.215-17	Waiver of Facilities Capital Cost of Money	OCT 1997
52.215-19	Notification of Ownership Changes	OCT 1997
52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns	JUL 2005

52.219-8	Utilization of Small Business Concerns	MAY 2004
52.219-9	Small Business Subcontracting Plan	APR 2008
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.219-25	Small Disadvantaged Business Participation Program-- Disadvantaged Status and Reporting	APR 2008
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.222-3	Convict Labor	JUN 2003
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	MAR 2007
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	SEP 2006
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	SEP 2006
52.223-3	Hazardous Material Identification And Material Safety Data	JAN 1997
52.223-6	Drug-Free Workplace	MAY 2001
52.223-11	Ozone-Depleting Substances	MAY 2001
52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.227-1	Authorization and Consent	DEC 2007
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	DEC 2007
52.227-14 Alt I	Rights in Data--General (Dec 2007) - Alternate I	DEC 2007
52.229-1	State and Local Taxes	APR 1984
52.229-3	Federal, State And Local Taxes	APR 2003
52.229-6	Taxes--Foreign Fixed-Price Contracts	JUN 2003
52.230-2	Cost Accounting Standards	APR 1998
52.230-3	Disclosure And Consistency Of Cost Accounting Practices	APR 1998
52.230-5	Cost Accounting Standards--Educational Institutions	APR 1998
52.230-6	Administration of Cost Accounting Standards	MAR 2008
52.232-1	Payments	APR 1984
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-11	Extras	APR 1984
52.232-17	Interest	JUN 1996
52.232-19	Availability Of Funds For The Next Fiscal Year	APR 1984
52.232-23	Assignment Of Claims	JAN 1986
52.232-25	Prompt Payment	OCT 2003
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.232-36	Payment by Third Party	MAY 1999
52.232-37	Multiple Payment Arrangements	MAY 1999
52.233-1	Disputes	JUL 2002
52.233-3	Protest After Award	AUG 1996
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.237-3	Continuity Of Services	JAN 1991
52.239-1	Privacy or Security Safeguards	AUG 1996
52.242-13	Bankruptcy	JUL 1995
52.243-1 Alt II	Changes--Fixed-Price (Aug 1987) - Alternate II	APR 1984
52.247-64	Preference for Privately Owned U.S. - Flag Commercial Vessels	FEB 2006

52.248-1	Value Engineering	FEB 2000
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	MAY 2004
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2004
252.204-7000	Disclosure Of Information	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	SEP 2007
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	DEC 2006
252.215-7000	Pricing Adjustments	DEC 1991
252.219-7003	Small Business Subcontracting Plan (DOD Contracts)	APR 2007
252.225-7001	Buy American Act And Balance Of Payments Program	JUN 2005
252.225-7002	Qualifying Country Sources As Subcontractors	APR 2003
252.225-7012	Preference For Certain Domestic Commodities	MAR 2008
252.225-7013	Duty-Free Entry	OCT 2006
252.225-7020	Trade Agreements Certificate	JAN 2005
252.225-7021	Trade Agreements	MAR 2007
252.225-7031	Secondary Arab Boycott Of Israel	JUN 2005
252.225-7041	Correspondence in English	JUN 1997
252.225-7043	Antiterrorism/Force Protection Policy for Defense Contractors Outside the United States	MAR 2006
252.227-7000	Non-estoppel	OCT 1966
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	JUN 1995
252.227-7019	Validation of Asserted Restrictions--Computer Software	JUN 1995
252.227-7021	Rights In Data--Existing Works	MAR 1979
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.247-7023 Alt I	Transportation of Supplies by Sea(May 2002) Alternate I	MAR 2000
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

CLAUSES INCORPORATED BY FULL TEXT

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 for a period of 12 months from Date of Award.

(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 \$150.00, 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 \$1.7M (with the exception of CLINs 0002, 0003 and 0011);
- (2) Any order for a combination of items in excess of \$3.0M (with the exception of CLINs 0002, 0003 and 0011); or
- (3) A series of orders from the same ordering office within 20days 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 10days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-22 - INDEFINITE QUANTITY (OCT 1995).

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

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

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

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and

Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 12 months from Date of Award. When the contract period of performance has been extended due to the exercise of an Option or Award Term Year, ordering shall extend to the last day of that performance period.

(End of clause)

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

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days of the contract expiration date.

(End of clause)

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

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 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 five (5) years. This does not include any potential award term years which are covered under a separate clause in Section H of this contract.

(End of clause)

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.arnet.gov/far>

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

<http://www.dtic.mil/dfars>

(End of clause)

52.252-6 - AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984).

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any **DFARS** (48 CFR **Chapter 2**) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS (MAR 2008)

(a) Definitions. As used in this clause--

(1) Contract financing payment and invoice payment have the meanings given in section 32.001 of the Federal Acquisition Regulation.

(2) Electronic form means any automated system that transmits information electronically from the initiating system to all affected systems. Facsimile, e-mail, and scanned documents are not acceptable electronic forms for submission of payment requests. However, scanned documents are acceptable when they are part of a submission of a payment request made using Wide Area WorkFlow (WAWF) or another electronic form authorized by the Contracting Officer.

(3) Payment request means any request for contract financing payment or invoice payment submitted by the Contractor under this contract.

(b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests and receiving reports using WAWF, in one of the following electronic formats that WAWF accepts: Electronic Data Interchange, Secure File Transfer Protocol, or World Wide Web input. Information regarding WAWF is available on the Internet at <https://wawf.eb.mil/>.

(c) The Contractor may submit a payment request and receiving report using other than WAWF only when--

(1) The Contracting Officer authorizes use of another electronic form. With such an authorization, the Contractor and the Contracting Officer shall agree to a plan, which shall include a timeline, specifying when the Contractor will transfer to WAWF;

(2) DoD is unable to receive a payment request or provide acceptance in electronic form;

(3) The Contracting Officer administering the contract for payment has determined, in writing, that electronic submission would be unduly burdensome to the Contractor. In such cases, the Contractor shall include a copy of the Contracting Officer's determination with each request for payment; or

(4) DoD makes payment for commercial transportation services provided under a Government rate tender or a contract for transportation services using a DoD-approved electronic third party payment system or other exempted vendor payment/invoicing system (e.g., PowerTrack, Transportation Financial Management System, and Cargo and Billing System).

(d) The Contractor shall submit any non-electronic payment requests using the method or methods specified in Section G of the contract.

(e) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payments requests.

(End of clause)

Section J - List of Documents, Exhibits and Other Attachments

ATTACHMENT J

Exhibit/Attachment Table of Contents

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J-2	Wage Determination	1
J-3	Intermodal Equipment Request Checklist	3
J-4	List of Web Addresses	1
J-5	DD Form 1423	1
1	Schedule of Services Exhibit	28

ATTACHMENT J-1 CONTAINER MANAGEMENT AWARD TERM PLAN

1.0 INTRODUCTION

- a. This plan establishes award term procedures for contract DAMT01-03-D-0173. The contract performance period will include a one-year base and four twelve-month option years with the potential to earn up to five additional twelve-month award-term years. The contractor shall provide the support services for the Surface Deployment and Distribution Command (SDDC) as outlined in the Performance Work Statement (PWS).
- b. All orders issued under this contract from any Ordering Agency during any evaluation period will be considered during that evaluation period. Any transition period or minor contract extension due to delays in award, exercise of options, etc. will become part of the period in which evaluation would have occurred.
- c. This plan describes the method for assessing the contractor's performance and determining whether such performance merits an additional award term year. The award term is intended to provide motivation and reward for excellence in contract performance in executing the provisions of the contract. The amount of award term points earned will be determined by the Term Determining Official (TDO) based upon a review of the contractor's performance as weighed against the "Evaluation Criteria" and "Award Term Grading" as outlined in Attachments (J-1.1) and (J-1.2). In addition to providing special management emphasis to the "Evaluation Criteria" the contractor shall strive to attain the standards of excellence in the performance of this contract.

2.0 ORGANIZATION

The award term organization consist of:

<u>Plan Position</u>	<u>Agency Position</u>	<u>Title</u>
Term Determining Official (TDO)	SDDC Operations	Director, Global Container Management
Award Term Review Board (ATRB)		
Chairperson -	SDDC Operations	Program Manager
Contracting Officer -	USTRANSCOM Acquisition	Contracting Officer
Recorder -	USTRANSCOM Acquisition	Contract Specialist
Other Functional Member(s) -	USTRANSCOM Legal Counsel	Legal Advisor
	SDDC Operations	Contracting Officer's Representative
Performance Monitors	Ordering Agencies	

3.0 RESPONSIBILITIES

- a. Term Determining Official (TDO): The TDO approves the award term plan and any significant changes. Examples of significant changes include changing evaluation criteria or adjusting the characteristics of levels of performance to redirect the contractor's emphasis to areas needing improvement. The TDO reviews the recommendation(s) of the ATRB, considers all pertinent data, and determines the earned award term points for each evaluation period. The TDO appoints the ATRB Chairperson.
- b. Award Term Review Board (ATRB) Chairperson: The ATRB Chairperson selects the remaining ATRB members. The Chairperson, and other ATRB members as needed, briefs the TDO on recommended earned award term points and the contractor's overall performance and recommends significant award term plan changes to the TDO. The Chairperson coordinates the administrative actions during the award term process including: 1) receiving, processing and distributing evaluation reports from all required sources; 2) scheduling board meetings and briefings; 3) accomplishing other actions required to ensure the smooth operation of the Award Term Board.

- c. Award Term Review Board (ATRB): An ATRB composed of selected technical and administrative personnel will evaluate the contractor's performance as related to the criteria and timeframes listed in this plan. The ATRB will consider all pertinent sources, prepare interim performance reports and arrive at the earned award term points recommended to the TDO. The ATRB will make interim evaluations on a semi-annual basis. The ATRB may also recommend changes to this plan.
- d. Contracting Officer (KO): The KO will request a price re-determination from the contractor at least 13 months prior to the start of an earned award term year. The KO will issue a unilateral modification to the contract to extend the term of the contract, as appropriate at least 3 months prior to the start of an earned award term. The KO is the liaison between the contractor and Government personnel. The KO ensures that the contract file is documented with results of the TDO decision, the contractor's self- assessment and the price re-determination evaluation memo.
- e. ATRB Recorder: The ATRB recorder is responsible for coordinating the administrative actions required by the performance monitors, the ATRB and the TDO. The ATRB recorder, if in the administrative field, is an auxiliary non-voting member.
- f. Performance Monitors: Performance monitors provide continuous monitoring and maintain written records of the contractor's performance in their assigned evaluation area(s). Monitors prepare interim and end-of-period evaluation reports as directed by the ATRB. Performance Monitors must provide justification for their ratings and document both strengths and weaknesses. All written records must be maintained until the contract is closed out.

4.0 AWARD-TERM PROCESSES/RATING PROCEDURES

- a. Available Award Term Points. There are 100 points available during each evaluation period. The final earned Award Term points for each evaluation period will be based on an average of the contractor's performance during each six-month interim evaluation. Unearned points will not roll over from one interim evaluation period to the next. The first evaluation period will be averaged based on a twelve-month (12) performance period that include the transition phase as part of the first contract year. The contractor will not earn an award term extension for this period but must receive a minimum of 81 points. After this initial period, earned award term points will be averaged based on a twelve-month performance period to determine if subsequent award term extensions are warranted. A minimum of 81 points is required to earn the first one-year award term extension. Thereafter, the contractor must receive a minimum of 91 points to earn an award term extension. Failure to earn an additional award term year in one evaluation does not preclude the Contractor from earning additional award term years in subsequent evaluation periods. However, if the contractor annual numerical score falls below 81 points in any performance year, the award term plan will be cancelled and earned terms in which performance has not begun will be forfeited.
- b. Evaluation Criteria. The evaluation criteria are set forth in Attachment (1). The Contracting Officer can make changes to evaluation criteria at least 30 calendar days prior to the effective period by revising Attachment (1) and notifying the contractor. If the Contracting Officer (KO) does not give specific notice in writing to the Contractor of any change to the evaluation, then the criteria currently listed in the plan will be used in follow-on award-term evaluation periods.
- c. Award Term Grading Criteria. The Grading Criteria for Performance Levels contained in Attachment (2) are intended as a guide to describe performance characteristics that represent a level of performance and a correlating range of award term points. It is not necessarily intended that any of the listed performance descriptions would exactly describe the contractor's performance neither is it intended that a contractor's performance in all areas necessarily fall in any one level. Rather, the general characteristics of levels will be used as a tool to select the level of performance which best characterizes the Service Provider's overall performance for the evaluation period.
- d. Interim Evaluations Process. Evaluations will occur at six months intervals. The ATRB Recorder will notify the Performance Monitors fifteen (15) calendar days before each six-month period is complete (See Attachment 3). Performance Monitors will complete their evaluation reports within fifteen (15) calendar days after the six-month evaluation period ends. The ATRB will determine the interim evaluation results and prepare a report

within 25 days after the evaluation period. The ATRB will brief the contractor on the interim results. This will include strengths, weaknesses, and their estimation of award points the contractor could expect to earn at the end of the current period. Formal reports are not required but results of interim reviews must be documented.

- e. Contractor's Self-Assessment. The contractor may, if it so desire, submit a written self-assessment to the KO within fifteen (15) calendar days after each evaluation period. This self-assessment shall not exceed 5 pages. When weaknesses or deficiencies are noted, the contractor shall describe actions planned or taken to correct them and prevent recurrence. This self-evaluation will be considered in the ATRB's evaluation of the contractor's performance during this period. The contractor will not be penalized for a realistic self-assessment nor will the self-assessment be made available to anyone outside of the ATRB or TDO. Cost associated with such effort will not be reimbursed under this contract.
- f. Final Evaluations. The ATRB Recorder will notify the Performance Monitors fifteen (15) calendar days before the final award term evaluation period is complete. Performance Monitors will complete their six-month evaluation reports within fifteen (15) calendar days after the final evaluation period ends. The ATRB reviews the evaluations, the contractor's self-assessment, if any, and other pertinent information to arrive at an overall evaluation of the contractor's performance. The ATRB prepares its final evaluation report with a recommendation of earned award term points report within 25 days after the final evaluation period. The ATRB will brief the contractor on the overall results. This will include strengths, weaknesses, and recommended award points. The report will reveal consensus evaluation only and not individual points assigned by board members. At that time, the ATRB may also recommend any significant changes to the award-term plan for the next period to the TDO for approval. Within thirty (30) calendar days after the end of each evaluation period, the ATRB will submit a formal evaluation report to the TDO. The ATRB report will include a narrative of each element evaluated that supports the recommended rating assigned. If the ATRB is unable to reach a unanimous agreement on the content of a report, the ATRB Chairperson shall forward minority reports prepared by the dissenting ATRB member(s).
- g. TDO Determination. The TDO will make a final determination of the overall term points to be awarded to the contractor within 15 days of receipt of the ATRB final evaluation report. The TDO, at his/her discretion, may increase or decrease the overall award term points recommended that is substantiated by:
 - 1) the points allocated to an individual function due to extraordinary input from the activity or other sources
 - 2) the overall award term points based on trends in performance in all functions or any general economic or business trends, which may affect performance capability
 - 3) information provided in the contractor's self-assessment report or
 - 4) any other information the TDO determines is applicable to a final term points determination.
- h. Notification to Contractor. Once the TDO has determined the award term points earned for the final evaluation period, a letter will be prepared that includes a summary of both strengths and weaknesses observed during the period. The letter will not reveal individual points assigned by board members. The letter of determination will be forwarded to the contractor through the KO.
- i. Duration of Evaluation. The estimated time for the completion of the Government's evaluation is approximately 45 days after the conclusion of the evaluation period.

5.0 AWARD-TERM PLAN CHANGES

The TDO, through the Contracting Officer, may unilaterally change any matters covered in this plan, provided the contractor receives notice of any changes at least thirty (30) calendar days prior to the evaluation period to which the changes apply. The contractor may provide written comments to the TDO, through the Contracting Officer, of pending changes provided they are received within fifteen (15) calendar days of notification.

6.0 CONTRACT TERMINATION

If the contract is terminated for either convenience or default prior to the Government exercising an award term year

extension, no additional costs will be incurred by the Government beyond those permitted under the clauses entitled, "Termination for Convenience of the Government" and "Termination for Default." The contractor shall not submit a claim nor receive equitable adjustment for the forfeiture of any earned award term year extensions in which performance has not begun.

7.0 AWARD TERM CONDITIONS

No award term year extension earned will be exercised unless the following conditions are satisfied:

- a) The Government has a continued need for the services under this contract,
- b) Appropriated funds are available, and
- c) Price reasonableness can be determined
- d) The contract's "CORE" period of performance [base plus all options] has been completed.

8.0 CANCELLATION OF AWARD TERM INCENTIVE

The award term incentive or the remaining award term year extensions will be cancelled under the following conditions:

- a) One of the conditions under paragraph 7.0 is not met,
- b) The contractor has failed to maintain a minimum of 81 points after earning one or more award term year extensions,
- c) A price under the price re-determination clause cannot be reached within 12 months preceding the start date of an award term year extension, or
- d) The contractor notifies the Government in writing at least 12 months prior to the performance start date of an award term year extension of its desire to opt out of the award term plan. In which case, all earned award term year extensions not yet executed will be forfeited.

9.0 EVALUATION PERIODS

For purposes of this contract, the award term evaluation period will cover twelve (12) months, consisting of two six-month interim periods.

J-1 Attachments

- J-1.1 Evaluation Criteria
- J-1.2 Award Term Grading Criteria
- J-1.3 Evaluation Periods and Available Award Term Periods
- J-1.4 Schedule of Events
- J-1.5 Award Term Procedures

ATTACHMENT J-1.1 EVALUATION CRITERIA

The following section is a detail of the performance areas that will provide the means to measure the contractor's ability to meet program objectives. Evaluation of performance is subjective in nature unless otherwise indicated.

A. MANAGEMENT

The Government will monitor and review the contractor's overall management of the requirement covered by this contract and any subsequent modifications. The contractor will be required to demonstrate the effectiveness and efficiency of its program management and the balance of available resources against the requirement within an acceptable level of risk: plan, organize and manages resources to demonstrate quality control to meet daily operations and high volume (surge) lease requirements. Ensure accuracy, quality and accessibility of data records. Demonstrated ability to control, adjust or accurately project lease cost to include damages for pre-priced and non-priced elements.

Performance Criteria	Point Range
1. Proactively managed quality control metrics to ensure that the database was current and accurate. 2. Identified deficiencies in management processes without input from Government personnel and instituted improvements. 3. Subcontract Manager had no outstanding issues/problems with subcontractors. 4. Exceeded all critical elements of PWS. 5. Effectively managed high-volume lease requests. 6. Delivery and compliance of assured access containers exceeded 98% when applicable. 7. Leased PREPO pools containers were 100% compliant when used.	41 – 50
8. Minor errors noted in database. 9. Most deficiencies in management processes corrected without input from Government personnel. 10. Subcontract Manager effectively managed subcontractors. 11. Exceeded 2 or more critical elements of the PWS. 12. Delivery and compliance of assured access containers was 95% - 98% when applicable. 13. Leased PREPO pools containers were 98% compliant when used.	31 – 40
14. Deficiencies found in database corrected upon notification. 15. Management processes sufficient to accomplish requirements of the PWS. 16. Issues with subcontract management do not prevent accomplishment of tasks. 17. Met the requirements of the PWS. 18. Delivery and compliance of assured access containers was 90% - 94% when applicable. 19. Leased PREPO pools containers were 95%	16 – 30

compliant when used.	
20. Reliability of database in question. 21. Overall program management is not effective. 22. Problems with subcontractors risk contract performance. 23. Failed to meet one or more critical element. 24. Delivery and compliance of assured access containers was less than 95% when applicable. 25. Leased PREPO pools containers were less than 95% compliant when used	0 – 15

B. SUBCONTRACT MANAGEMENT

The Government will monitor and review the contractor's overall management of its Subcontracting Program to include reporting requirements. The contractor will be measured on the demonstrative effective management and implementation of a comprehensive subcontract plan. Established relationships with industry to ensure subcontracting goal attainment. Solicit for and obtain bids or quotes and validate for price reasonableness for CLINS not fixed at time of award or is listed as "not to exceed" prices. Document open competition results.

Performance Criteria	Point Range
1. Exceeded established goals by more than 5%. 2. Documented price reasonableness and open competition. 3. Effectively managed subcontract program. 4. Reports are accurate and submitted ahead of schedule.	25 – 30
5. Met established goals and exceed in some areas. 6. Some or minor information missing in documented price reasonableness and open competition. 7. Implemented subcontract program. 8. Some reports contain minor deficiencies and are submitted in a timely manner.	6 – 24
9. Did not meet established goals. 10. Price reasonableness and open competition not obtained or documented. 11. Subcontract program in place but not properly implemented. 12. Most reports are late or inaccurate.	0 – 5

C. BUSINESS/CUSTOMER RELATIONS

The Government will monitor and review the contractor's overall commitment toward good customer relations. The contractor will be evaluated on the number of customer complaints lodged and its ability to provide a solution to these complaints. The contractor will demonstrate its ability to provide technical support to customers on the software application, data entry, data extraction, or requesting price quotes. The contractor will be evaluated on its ability to assist customers and program office in long term planning (forecasting, etc.)

Performance Criteria	Point Range
1. Received no more than 5 customer complaints. 2. Immediate response to request for technical support or customer service inquiries. 3. Immediate response to request for cost estimate or price forecasting. 4. Exceeded the requirement for submitting cost estimates for assured access more than 50% of the time.	15 – 20
5. Received no more than 10 customer complaints. 6. Response to request for technical support or customer service inquiries within 1 business day. 7. Respond to request for cost estimates or price forecast within established schedule or sooner. 8. Cost estimates for assured access met or exceeded requirement.	6 – 14
9. Received more than 10 customer complaints. 10. Provided no response to request for technical support/ customer service inquiries or support is delayed by more than 2 days. 11. Cost estimates are late and incomplete. 12. Cost estimates for assured access were consistently late.	0 – 5

ATTACHMENT J-1.2
AWARD TERM GRADING CRITERIA

The grading system below will be used to determine whether or not the contractor's performance warrants an award term year extension.

Exceptional: 91-100 Points

Performance meets contractual requirements and exceeds most to the Government's benefit. The contractor demonstrated innovation and creativity in the performance of the element or sub-element. Requires minimum oversight and quickly implement lessons learned.

Very Good 81-90 Points

Performance meets contractual requirements and exceeds some to the government's benefit. The contractual performance of the element or sub-element being assessed was accomplished with some minor deficiencies. Deficiencies had no impact on requirement accomplishment, schedule or cost. Requires very little oversight.

Satisfactory: 51-80 Points

Performance meets contractual requirements but not without some intervention. The contractual performance of the element or sub-element being assessed contains some minor problems for which corrective actions taken by the Contractor were satisfactory.

Unsatisfactory: Below 51 Points

Difficulty in achieving contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element being assessed contains serious problem(s) for which the Contractor's corrective were or appeared to be ineffective. Performance has caused a significant impact on schedule and cost.

ATTACHMENT J-1.3
EVALUATION PERIODS AND AVAILABLE AWARD TERM PERIODS

Evaluation	Performance Required for Award Term	Available Award Term
Year 1 (Includes Transition Phase)	Very Good or Excellent (81-100)	N/A
Year 2	Very Good or Excellent (81-100)	1 year
Year 3	Excellent (91-100)	1 year
Year 4	Excellent (91-100)	1 year
Year 5	Excellent (91-100)	1 year
Year 6	Excellent (91-100)	1 year
Year 7	N/A	N/A
Year 8	N/A	N/A
Year 9	N/A	N/A
Year 10	N/A	N/A

**ATTACHMENT J-1.4
SCHEDULE OF EVENTS**

Interim Review

<u>Event</u>	<u>Number of Days After Evaluation</u>
Performance Monitors Notified	-15
Performance Monitors file report	+15
Contractor's Self-Assessment	+15
ATRB reports evaluation results to the contractor	+25

Final Review

<u>Event</u>	<u>Number of Days After Evaluation</u>
Performance Monitors Notified	-15
Performance Monitors file report	+15
Contractor's Self-Assessment	+15
ATRB reports evaluation results to the contractor	+25
ATRB Final Report to TDO	+30
TDO Determination Report	+45

ATTACHMENT J-1.5
AWARD TERM PROCEDURES

The procedures for the Award Term Plan as stated in this contract are incorporated in full text. As described herein, the contract period of performance may be extended based on overall contractor performance as evaluated by the Government.

- a. **Period of Performance:** The contract "CORE" period of performance of five (5) years may be extended in one-year "award term" increments, for up to five (5) additional years, based on overall contract performance. Additional "award term" year extensions will be awarded based on overall contractor performance as evaluated in accordance with the contract's approved Award Term Plan.
- b. **Award Term Plan:** The Award Term Plan will be approved by the Government and incorporated upon contract award (Section J, Attachment J-1). The Award Term Plan will provide for evaluation of the contractor's performance and utilize the metrics described in the Performance Work Statement, customer feedback from agencies, organizations or individuals to whom support was provided, and any other information deemed pertinent in order to obtain an adequate assessment. The Award Term Plan will serve as a basis for any award term decisions. The plan shall contain the details for areas of evaluation, the number of points assigned to each area, and the criteria considered by the Award Term Review Board (ATRB) and Performance Monitors in assessing the contract performance. The plan shall consist of measurable criteria to the extent practicable. All areas subject to incentivization shall be related to contract requirements and for a defined period. The plan may contain objective and subjective standards. An Award Term Determination Official (TDO) shall be appointed by the Government and is responsible for the overall award term evaluation and award term decisions.
- c. **Plan Changes:** The Award Term Plan may be revised by the Government and re-issued to the Contractor at least thirty (30) calendar days prior to the commencement of each contract period. The Contracting Officer reserves the right to initiate discussions or to unilaterally modify the award term plan (but not the structure for award term year extension) at any time due to changes in program requirements or objectives. Or where the end of year award term determination for the prior year demonstrates a need to adjust the then effective follow-on year plan to address areas of concerns or areas where incentivization is no longer appropriate. The contractor may also submit propose changes to the plan to the Contracting Officer for consideration when it believes the current plan is impacted by the prior year's evaluation or due to changes in program requirements.
- d. **Award Term Administration:** The award term evaluation will be completed on an annual basis. The annual evaluation will be comprised of two successive six-month "interim" evaluations and be averaged to obtain the "final" annual score. The final annual score will be used as the basis for the award term decision. The award term year extensions can be rewarded effective at the end of the second contract year and will conclude at the end of contract year six. The total number of award term year extensions that can be earned under this contract is five. The ATRB will convene after receipt of evaluation reports from the Performance Monitors to evaluate and assess the contractor's performance. A final report will be provided to the TDO.
- e. **Contractor Self-Assessment:** The contractor shall prepare a self-assessment within 15 calendar days after the end of each semi-annual evaluation period. When weaknesses or deficiencies are identified, the contractor shall describe actions planned or taken to correct them and prevent recurrence. The TDO will review the self-assessment as part of the evaluation. The contractor shall not be penalized for a realistic self-assessment. The self-assessment will not be made available to any individual other than those providing direct support to the Contracting Officer and the TDO.
- f. **Award Term Decisions:** For the evaluation periods at the conclusion of contract years one and two, the

contractor's final annual numerical score must be 81 or above to earn an award term year extension at the end of contract year two. For the remaining annual evaluation periods, the Contractor's final annual numerical score must be 91 or above to earn additional award term year extensions. Failure to earn an additional award term year in one evaluation does not preclude the Contractor from earning additional award term years in subsequent evaluation periods. However, if the contractor annual numerical score falls below 81 points in any performance year, the award term plan will be cancelled and earned terms in which performance has not begun will be forfeited. No additional terms will be earned after the sixth (6th) contract year whether or not all available terms have been earned. The Term Determining Official will review the final report submitted by the ATRB and issue an award term decision to the contractor within 45 calendar days after the evaluation period ends. The contractor may review the determination and, at its option, discuss with the Contracting Officer and TDO specific portions of the findings. If the contractor feels that the determination in whole or part does not reflect the quality of performance during the period, it may present evidence to support its position. The TDO may consider the evidence and at his/her discretion modify the determination.

- g. Award Term Conditions: No award term year extension earned will be exercised unless the following conditions are satisfied:
 - (1) The Government has a continued need for the services under this contract,
 - (2) Appropriated funds are available,
 - (3) Price reasonableness can be determined, and
 - (4) The contract's "CORE" period of performance [base plus all options] has been completed.
- h. Cancellation Of Award Term Incentive: The award term incentive or the remaining award term year extensions will be cancelled under the following conditions:
 - (1) One of the conditions under paragraph (g) is not met,
 - (2) The contractor has failed to maintain a minimum of 81 points after earning one or more award term year extensions,
 - (3) A price under the price re-determination clause can not be reach within 12 months preceding the start date of and award term year extension, or
 - (4) The contractor notifies the Government in writing, at least 12 months prior to performance starting for an award term year extension, of its desire to opt out of the award term plan. In which case, all earned award terms not yet executed will be forfeited.
- i. Automatic Re-competition Decision: If only one contract year remain at any point in the contract period of performance, the contract will end at the conclusion of that period. The contractor cannot be awarded an additional year in any final year of the contract period. In no event, will the contract be extended beyond a 10-year period of performance.
- j. Review Process: The Contractor may request an internal review of an annual award term decision. The request shall be submitted in writing to the Contracting Officer within 15 days after notification of the award term decision. The Deputy, Principal Assistant Responsible for Contracting (PARC) will conduct all award term decision reviews. The purpose of this review is to certify that the plan was administered properly and not for the purpose of reversing the decisions of the TDO. Decisions by the Deputy (PARC) are considered "Final".

All orders issued under this contract from any Authorized Ordering Agency during any given rating period will be considered during that evaluation period. Any transition periods or minor contract extension due to delay in award will become a part of period closet to which the evaluation occurs in accordance with the award term plan.

ATTACHMENT J-2
WAGE DETERMINATION

A Wage Determination is not applicable.

ATTACHMENT J-3
INTERMODAL EQUIPMENT REQUEST CHECKLIST

A Intermodal Equipment Request Checklist is incorporated as a separate attachment.

**ATTACHMENT J-4
LIST OF MAILING AND WEB ADDRESSES**

1. Acquisition Regulations www.arnet.gov/far
<http://farsite.hill.af.mil>
<http://www.acq.osd.mil/dp/dars/dfars.html>
 2. Institute of International Container Lessors, Ltd. www.iicl.org
 3. Title 49, code of Federal Regulations www.access.gpo.gov
 4. International Maritime Dangerous Goods Code www.imo.org
 5. International Convention for Safe Containers www.iso.ch
 6. Guide to Container Inspection For Commercial And Military Intermodal Containers
<http://astimage.daps.dla.mil/online/new/>
- In lieu of the password you will be required to type in the title.
7. A copy of Form DD1155 can be found at: <http://www.dacs.dtic.mil/forms/DD1155.PDF>.
 8. For Policy and Guidance on FIPS requirements <http://iase.disa.mil/>.
 9. See DITSCAP Instruction 5200.40 at
http://www.dtic.mil/whs/directives/corres/pdf/i520040_123097/i520040p.pdf.
 10. The depots' hours of operation and phone numbers can be found at website
<http://www.osc.army.mil/rs/rst/hours.html>.

Mailing Address for Military Surface Deployment and Distribution Command (SDDC):

Director, Global Container Management
SDDC
661 Sheppard Place
Ft. Eustis, VA 23604

Mailing Address for the United States Transportation Command (USTRANSCOM):

USTRANSCOM
TCAQ-S-R (Gropp)
508 Scott Drive
Scott AFB, IL 62225-5357

**ATTACHMENT J-5
DD FORM 1423**

DD Form 1423 is incorporated as a separate attachment.

SCHEDULE OF SERVICES

**ATTACHMENT 1
SCHEDULE OF SERVICES EXHIBIT**

<u>CLIN/SCLIN</u>	<u>DESCRIPTION OF SERVICE</u>	<u>MAX QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>MAX AMOUNT</u>
5005	Per Diem				
	(For all sub line items items under CLIN 5005 see extended pricing matrix for prices for option and award term years.)				
5005AA	20 foot Dry ISO Container FFP FOB: DESTINATION SIGNAL CODE: A	UNDEFINED	EACH		\$0.00
5005AB	40 foot Dry ISO Container FFP FOB: DESTINATION SIGNAL CODE: A	UNDEFINED	EACH		\$0.00
5005AC	20 foot Ammunition Grade Container FFP FOB: DESTINATION SIGNAL CODE: A	UNDEFINED	EACH	(b)(4)	\$0.00
5005AD	20 foot Tank Container - Food Grade FFP FOB: DESTINATION SIGNAL CODE: A	UNDEFINED	EACH		\$0.00
5005AE	20 foot Tank Container - Fuel Grade FFP FOB: DESTINATION SIGNAL CODE: A	UNDEFINED	EACH		\$0.00
5005AF	20 foot Refrigerated Container	UNDEFINED	EACH		\$0.00

	FFP FOB: DESTINATION SIGNAL CODE: A				
5005AG	40 foot Refrigerated Container FFP FOB: DESTINATION SIGNAL CODE: A	UNDEFINED	EACH		\$0.00
5005AH	40 foot High Cube Refrigerated Container FFP FOB: DESTINATION SIGNAL CODE: A	UNDEFINED	EACH		\$0.00
5005AJ	20 foot Open Top Container FFP FOB: DESTINATION SIGNAL CODE: A	UNDEFINED	EACH		\$0.00
5005AK	40 foot Open Top Container FFP FOB: DESTINATION SIGNAL CODE: A	UNDEFINED	EACH	(b)(4)	\$0.00
5005AL	20 foot Flatrack Container FFP FOB: DESTINATION SIGNAL CODE: A	UNDEFINED	EACH		\$0.00
5005AM	40 foot Flatrack Container FFP FOB: DESTINATION SIGNAL CODE: A	UNDEFINED	EACH		\$0.00
5005AN	20 foot Chassis FFP FOB: DESTINATION SIGNAL CODE: A	UNDEFINED	EACH		\$0.00
5005AP	40 foot Chassis FFP FOB: DESTINATION SIGNAL CODE: A	UNDEFINED	EACH		\$0.00

5005AQ	Drop Frame Tank Container Chassis FFP FOB: DESTINATION SIGNAL CODE: A	UNDEFINED	EACH		\$0.00
6006	REPLACEMENT <i>Replacement and depreciation costs; depreciation percentage value (b)(4) annual</i>				
5006AA	20 foot Dry ISO Container FFP Depreciation to not less than (b)(4) FOB: DESTINATION SIGNAL CODE: A	UNDEFINED	EACH		\$0.00
5006AB	40 foot Dry ISO Container FFP Depreciation to not less than (b)(4) FOB: DESTINATION SIGNAL CODE: A	UNDEFINED	EACH	(b)(4)	\$0.00
5006AC	20 foot Ammunition Grade Container FFP Depreciation to not less than (b)(4) FOB: DESTINATION SIGNAL CODE: A	UNDEFINED	EACH		\$0.00
5006AD	20 foot Tank Container - Food Grade FFP Depreciation to not less than \$ (b)(4) FOB: DESTINATION SIGNAL CODE: A	UNDEFINED	EACH		\$0.00
5006AE	20 foot Tank Container - Fuel Grade FFP Depreciation to not less than \$ (b)(4) FOB: DESTINATION SIGNAL CODE: A	UNDEFINED	EACH		\$0.00

5006AF	20 foot Refrigerated Container FFP Depreciation to not less than \$ (b)(4) FOB: DESTINATION SIGNAL CODE: A	UNDEFINED	EACH		\$0.00
5006AG	40 foot Refrigerated Container FFP Depreciation to not less than \$ (b)(4) FOB: DESTINATION SIGNAL CODE: A	UNDEFINED	EACH		\$0.00
5006AH	40 foot High Cube Refrigerated Container FFP Depreciation to not less than (b)(4) FOB: DESTINATION SIGNAL CODE: A	UNDEFINED	EACH		\$0.00
5006AJ	20 foot Open Top Container FFP Depreciation to not less than \$ (b)(4) FOB: DESTINATION SIGNAL CODE: A	UNDEFINED	EACH	(b)(4)	\$0.00
5006AK	40 foot Open Top Container FFP Depreciation to not less than \$ (b)(4) FOB: DESTINATION SIGNAL CODE: A	UNDEFINED	EACH		\$0.00
5006AL	20 foot Flatrack Container FFP Depreciation to not less than \$ (b)(4) FOB: DESTINATION SIGNAL CODE: A	UNDEFINED	EACH		\$0.00
5006AM	40 foot Flatrack Container FFP	UNDEFINED	EACH		\$0.00

	Depreciation to not less than \$ (b)(4) FOB: DESTINATION SIGNAL CODE: A				
5006AN	20 foot Chassis FFP	UNDEFINED	EACH		\$0.00
	Depreciation to not less than \$ (b)(4) FOB: DESTINATION SIGNAL CODE: A				
5006AP	40 foot Chassis FFP	UNDEFINED	EACH		\$0.00
	Depreciation to not less than \$ (b)(4) FOB: DESTINATION SIGNAL CODE: A				
5006AQ	Drop Frame Tank Container Chassis FFP	UNDEFINED	EACH	(b)(4)	\$0.00
	Depreciation to not less than \$ (b)(4) FOB: DESTINATION SIGNAL CODE: A				
5007	On-hire Lift	UNDEFINED	EACH		\$0.00
5008	Off-hire Lift	UNDEFINED	EACH		\$0.00
5009	CONUS/OCONUS Delivery				
	<i>CONUS Delivery expedited surcharge is (b)(4)%; delivery discount is (b)(4)</i>				
5009AA	CONUS Delivery Charges FFP	UNDEFINED	EACH		\$0.00
	A complete tiered location and zip code rate table is located at SECTION B.I EXHIBITS 2 and 3; for pricing purposes a delivery date of 7-15 workdays from the date of the delivery order is assumed FOB: DESTINATION SIGNAL CODE: A				

5009AB	<p>Expedited Delivery Surcharge Rate - (b)(4) FFP</p> <p>The contractor shall include the percent increase (surcharge) a customer would be required to pay if the equipment delivery RDD date or window is less than 7 work days from the date of the delivery order. FOB: DESTINATION SIGNAL CODE: A</p>	UNDEFINED	LOT		\$0.00
5009AC	<p>Delivery Discount Rate - Long Lead Time FFP</p> <p>Discount rate i(b)(4). The contractor shall include the percent decrease (discount) that a customer would be required to pay if the equipment delivery RDD date or window is more than 15 workdays from the date of the delivery order. FOB: DESTINATION SIGNAL CODE: A</p>	UNDEFINED	LOT	(b)(4)	\$0.00
5009AD	<p>Currency Adjustment Charges - Delivery FFP</p> <p>Currency Adjustment Charges in accordance with Section C - Scope of Work, paragraph C.12. FOB: DESTINATION SIGNAL CODE: A</p>	UNDEFINED	LOT		\$0.00
5009AE	<p>Fuel Adjustment Charges - Delivery FFP</p> <p>Fuel Adjustment Charges in accordance with Section C - Scope of Work, paragraph C.13. FOB: DESTINATION SIGNAL CODE: A</p>	UNDEFINED	LOT		\$0.00
5009AF	<p>Alternate Delivery Location FFP</p>	UNDEFINED	EACH		\$0.00

	Alternated delivery for the use of multiple delivery locations or onetime delivery locations FOB: DESTINATION SIGNAL CODE: A				
For items 5009AG thru 5009CR see extended pricing matrix for prices for award term years.					
5009AG	Chin Hae, Korea Less Than or Equal to 50 FFP FOB: DESTINATION SIGNAL CODE: A	UNDEFINED	EACH		\$0.00
5009AH	Chin Hae, Korea Greater Than 50 FFP FOB: DESTINATION SIGNAL CODE: A	UNDEFINED	EACH		\$0.00
5009AJ	Okinawa, Japan Less Than or Equal to 50 FFP FOB: DESTINATION SIGNAL CODE: A	UNDEFINED	EACH		\$0.00
5009AK	Okinawa, Japan Greater Than 50 FFP FOB: DESTINATION SIGNAL CODE: A	UNDEFINED	EACH	(b)(4)	\$0.00
5009AL	Saudi Arabia (Zone 1) Less Than or Equal to 50 Zone 1 - Damman, United Arab Emirate, Bahrain, Qatar, and Mina Qaboos (includes the ports of Muscat and Muttrah) FFP FOB: DESTINATION SIGNAL CODE: A	UNDEFINED	EACH		\$0.00
5009AM	Saudi Arabia (Zone 1) Greater Than 50 Zone 1 - Damman, United Arab Emirate, Bahrain, Qatar, and Mina Qaboos (includes the ports of Muscat and Muttrah)	UNDEFINED	EACH		\$0.00

	FFP FOB: DESTINATION SIGNAL CODE: A				
5009AN	Saudi Arabia (Zone 2) Less Than or Equal to 50 Zone 2 - Oman (south of Mina Qaboos) and People's Republic of Yemen FFP FOB: DESTINATION SIGNAL CODE: A	UNDEFINED	EACH		\$0.00
5009AP	Saudi Arabia (Zone 2) Greater Than 50 Zone 2 - Oman (south of Mina Qaboos) and People's Republic of Yemen FFP Depreciation to not less than \$5,400.00 FOB: DESTINATION SIGNAL CODE: A	UNDEFINED	EACH		\$0.00
5009AQ	Kuwait Less Than or Equal to 50 FFP FOB: DESTINATION SIGNAL CODE: A	UNDEFINED	EACH	(b)(4)	\$0.00
5009AR	Kuwait Greater Than 50 FFP FOB: DESTINATION SIGNAL CODE: A	UNDEFINED	EACH		\$0.00
5009AS	Oahu, Hawaii Less Than or Equal to 50 FFP FOB: DESTINATION SIGNAL CODE: A	UNDEFINED	EACH		\$0.00
5009AT	Oahu, Hawaii Greater Than 50 FFP FOB: DESTINATION SIGNAL CODE: A	UNDEFINED	EACH		\$0.00

5009AU	Germany (City Group 1) Less Than or Equal to 50 City Group 1 - Giessen Group. Includes the cities of: Butzbach, Giessen, Kirchgoens. FFP FOB: DESTINATION SIGNAL CODE: A	UNDEFINED	EACH		\$0.00
5009AV	Germany (City Group 1) Greater Than 50 City Group 1 - Giessen Group. Includes the cities of: Butzbach, Giessen, Kirchgoens. FFP FOB: DESTINATION SIGNAL CODE: A	UNDEFINED	EACH		\$0.00
5009AW	Germany (City Group 2) Less Than or Equal to 50 City Group 2 - Kaiserslautern Group. Includes: Bruchmuelbach Miesau, Dannenfels, Einsiedlerhof, Eselsfuert, Kaffertal, Kaiserlautern, Kindsbach, Landstuhl, Landstuhl Kirchberg, Miesau, Nonweiler, Perl, Ramstein, Ramstein Flugplatz, Sembach, Straelen, Vogelweh. FFP FOB: DESTINATION SIGNAL CODE: A	UNDEFINED	EACH	(b)(4)	\$0.00
5009AX	Germany (City Group 2) Greater Than 50 City Group 2 - Kaiserslautern Group. Includes: Bruchmuelbach Miesau, Dannenfels, Einsiedlerhof, Eselsfuert, Kaffertal, Kaiserlautern, Kindsbach, Landstuhl, Landstuhl Kirchberg, Miesau, Nonweiler, Perl, Ramstein, Ramstein Flugplatz, Sembach, Straelen, Vogelweh. FFP FOB: DESTINATION SIGNAL CODE: A	UNDEFINED	EACH		\$0.00

5009AY	Germany (City Group 3) Less Than or Equal to 50 City Group 3 - Karlsruhe Group. Includes: Geinsheim, Germersheim, Hasloch, Karlsruhe. FFP FOB: DESTINATION SIGNAL CODE: A	UNDEFINED	EACH		\$0.00
5009AZ	Germany (City Group 3) Greater Than 50 City Group 3 - Karlsruhe Group. Includes: Geinsheim, Germersheim, Hasloch, Karlsruhe. FFP FOB: DESTINATION SIGNAL CODE: A	UNDEFINED	EACH		\$0.00
5009BA	Germany (City Group 4) Less Than or Equal to 50 City Group 4 - Mannheim Group. Includes: Bensheim, Friedrichsfeld, Giebelstadt, Gruenstadt, Heidelberg, Heppenheim, Herongen, Kaefertal, Kirschiem Bolanden, Ludwigshafen, Mannheim Kaefertal, Mannheim, Mannheim Feudenheim, Mannheim Friedrichsfeld, Mannheim Kaefertal, Mannheim Karthal, Mannheim Sandhof, Mannheim Seckenheim, Neckarhausen Edingen, Sandhofen, Schwetzingen, Seckenheim, Spinelli Barracks. Worms. FFP FOB: DESTINATION SIGNAL CODE: A	UNDEFINED	EACH	(b)(4)	\$0.00
5009BB	Germany (City Group 4) Greater Than 50	UNDEFINED	EACH		\$0.00

	<p>City Group 4 - Mannheim Group. Includes: Bensheim, Friedrichsfeld, Giebelstadt, Gruenstadt, Heidelberg, Heppenheim, Herongen, Kaefertal, Kirschiem Bolanden, Ludwigshafen, Manheim Kaefertal, Mannheim, Mannheim Feudenheim, Mannheim Friedrichsfeld, Mannheim Kaefertal, Mannheim Karthal, Mannheim Sandhof, Mannheim Seckenheim, Neckarhausen Edingen, Sandhofen, Schwetzingen, Seckenheim, Spinelli Barracks. Worms. FFP FOB: DESTINATION SIGNAL CODE: A</p>					
5009BC	<p>Germany (City Group 5) Less Than or Equal to 50 City Group 5 - Pirmasens Group. Includes: Muenchweiler, Pirmasens, Weilerbach, Zweibruecken. FOB: DESTINATION SIGNAL CODE: A</p>	UNDEFINED	EACH		\$0.00	
5009BD	<p>Germany (City Group 5) Greater Than 50 City Group 5 - Pirmasens Group. Includes: Muenchweiler, Pirmasens, Weilerbach, FFP FOB: DESTINATION SIGNAL CODE: A</p>	UNDEFINED	EACH	(b)(4)	\$0.00	
5009BE	<p>Chonan, Korea Less Than or Equal to 50 FFP FOB: DESTINATION SIGNAL CODE: A</p>	UNDEFINED	EACH		\$0.00	
5009BF	<p>Chonan, Korea Greater Than 50 FFP FOB: DESTINATION SIGNAL CODE: A</p>	UNDEFINED	EACH		\$0.00	

5009BG	Yonki, Korea Less Than or Equal to 50 FFP FOB: DESTINATION SIGNAL CODE: A	UNDEFINED	EACH		\$0.00
5009BH	Yonki, Korea Greater Than 50 FFP FOB: DESTINATION SIGNAL CODE: A	UNDEFINED	EACH		\$0.00
5009BJ	Yimsil, Korea Less Than or Equal to 50 FFP FOB: DESTINATION SIGNAL CODE: A	UNDEFINED	EACH		\$0.00
5009BK	Yimsil, Korea Greater Than 50 FFP FOB: DESTINATION SIGNAL CODE: A	UNDEFINED	EACH		\$0.00
5009BL	Yongdong, Korea Less Than or Equal to 50 FFP FOB: DESTINATION SIGNAL CODE: A	UNDEFINED	EACH	(b)(4)	\$0.00
5009BM	Yongdong, Korea Greater Than 50 FFP FOB: DESTINATION SIGNAL CODE: A	UNDEFINED	EACH		\$0.00
5009BN	Chenchon, Korea Less Than or Equal to 50 FFP FOB: DESTINATION SIGNAL CODE: A	UNDEFINED	EACH		\$0.00
5009BP	Chenchon, Korea Greater Than 50 FFP FOB: DESTINATION SIGNAL CODE: A	UNDEFINED	EACH		\$0.00
5009BQ	Chongwon Gun, Korea Less Than or Equal to 50	UNDEFINED	EACH		\$0.00

	FFP FOB: DESTINATION SIGNAL CODE: A				
5009BR	Chongwon Gun, Korea Greater Than 50 FFP FOB: DESTINATION SIGNAL CODE: A	UNDEFINED	EACH		\$0.00
5009BS	Kunsan Si, Korea Less Than or Equal to 50 FFP FOB: DESTINATION SIGNAL CODE: A	UNDEFINED	EACH		\$0.00
5009BT	Kunsan Si, Korea Greater Than 50 FFP FOB: DESTINATION SIGNAL CODE: A	UNDEFINED	EACH		\$0.00
5009BU	Gwang Ju, Korea Less Than or Equal to 50 FFP FOB: DESTINATION SIGNAL CODE: A	UNDEFINED	EACH	(b)(4)	\$0.00
5009BV	Gwang Ju, Korea Greater Than 50 FFP FOB: DESTINATION SIGNAL CODE: A	UNDEFINED	EACH		\$0.00
5009BW	Pyongtaek Si, Korea Less Than or Equal to 50 FFP FOB: DESTINATION SIGNAL CODE: A	UNDEFINED	EACH		\$0.00
5009BX	Pyongtaek Si, Korea Greater Than 50 FFP FOB: DESTINATION SIGNAL CODE: A	UNDEFINED	EACH		\$0.00
5009BY	Suwon Si, Korea Less Than or Equal to 50	UNDEFINED	EACH		\$0.00

	FFP FOB: DESTINATION SIGNAL CODE: A				
5009BZ	Suwon Si, Korea Greater Than 50 FFP FOB: DESTINATION SIGNAL CODE: A	UNDEFINED	EACH		\$0.00
5009CA	Sa-Chon Up, Korea Less Than or Equal to 50 FFP FOB: DESTINATION SIGNAL CODE: A	UNDEFINED	EACH		\$0.00
5009CB	Sa-Chon Up, Korea Greater Than 50 FFP FOB: DESTINATION SIGNAL CODE: A	UNDEFINED	EACH		\$0.00
5009CC	Daegu City, Korea Less Than or Equal to 50 FFP FOB: DESTINATION SIGNAL CODE: A	UNDEFINED	EACH	(b)(4)	\$0.00
5009CD	Daegu City, Korea Greater Than 50 FFP FOB: DESTINATION SIGNAL CODE: A	UNDEFINED	EACH		\$0.00
5009CE	Guam Less Than or Equal to 50 FFP FOB: DESTINATION SIGNAL CODE: A	UNDEFINED	EACH		\$0.00
5009CF	Guam Greater Than 50 FFP FOB: DESTINATION SIGNAL CODE: A	UNDEFINED	EACH		\$0.00
5009CG	Misawa AB, Japan Less Than or Equal to 50 FFP	UNDEFINED	EACH		\$0.00

	FOB: DESTINATION SIGNAL CODE: A				
5009CH	Misawa AB, Japan Greater Than 50 FFP	UNDEFINED	EACH		\$0.00
	FOB: DESTINATION SIGNAL CODE: A				
5009CJ	Kanagawa-Ken, Japan Less Than or Equal to 50 FFP	UNDEFINED	EACH		\$0.00
	FOB: DESTINATION SIGNAL CODE: A				
5009CK	Kanagawa-Ken, Japan Greater Than 50 FFP	UNDEFINED	EACH		\$0.00
	FOB: DESTINATION SIGNAL CODE: A				
5009CL	Bayamon, Puerto Rico Less Than or Equal to 50 FFP	UNDEFINED	EACH		\$0.00
	FOB: DESTINATION SIGNAL CODE: A			(b)(4)	
5009CM	Bayamon, Puerto Rico Greater Than 50 FFP	UNDEFINED	EACH		\$0.00
	FOB: DESTINATION SIGNAL CODE: A				
5009CN	Pakistan, Karachi Less Than or Equal to 50 FFP	UNDEFINED	EACH		\$0.00
	FOB: DESTINATION SIGNAL CODE: A				
5009CP	Pakistan, Karachi Greater Than 50 FFP	UNDEFINED	EACH		\$0.00
	FOB: DESTINATION SIGNAL CODE: A				
5009CQ	Pakistan, Port Qasim Less Than or Equal to 50	UNDEFINED	EACH		\$0.00

	FFP FOB: DESTINATION SIGNAL CODE: A				
5009CR	Pakistan, Port Qasim Greater Than 50 FFP FOB: DESTINATION SIGNAL CODE: A	UNDEFINED	EACH		\$0.00
5010	CONUS/OCONUS Redelivery				
5010AA	CONUS Redelivery Charges FFP A complete tiered location and zip code rate table at SECTION B.I EXHIBITS 2 and 3; for pricing purposes a delivery date of 7-15 workdays from the date of the delivery order is assumed FOB: DESTINATION SIGNAL CODE: A	UNDEFINED	EACH		\$0.00
5010AB	Currency Adjustment Charges - Redelivery FFP Currency Adjustment Charges in accordance with Section C - Scope of Work, paragraph C.12. FOB: DESTINATION SIGNAL CODE: A	UNDEFINED	LOT	(b)(4)	\$0.00
5010AC	Fuel Adjustment Charges - Redelivery FFP Fuel Adjustment Charges in accordance with Section C - Scope of Work, paragraph C.13. FOB: DESTINATION SIGNAL CODE: A	UNDEFINED	LOT		\$0.00
5010AD	Alternate Redelivery Location FFP Alternate redelivery for the use of multiple redelivery locations or one time redelivery location	UNDEFINED	EACH		\$0.00

	FOB: DESTINATION SIGNAL CODE: A				
For items 5010AE thru 5010CQ see extended pricing matrix for prices for award term years.					
5010AE	Chin Hae, Korea Less Than or Equal to 50 FFP FOB: DESTINATION SIGNAL CODE: A	UNDEFINED	EACH	(b)(4)	\$0.00
5010AF	Chin Hae, Korea Greater Than 50 FFP FOB: DESTINATION SIGNAL CODE: A	UNDEFINED	EACH		\$0.00
5010AG	Okinawa, Japan Less Than or Equal to 50 FFP FOB: DESTINATION SIGNAL CODE: A	UNDEFINED	EACH		\$0.00
5010AH	Okinawa, Japan Greater Than 50 FFP FOB: DESTINATION SIGNAL CODE: A	UNDEFINED	EACH		\$0.00
5010AJ	Saudi Arabia (Zone 1) Less Than or Equal to 50 Zone 1 - Damman, United Arab Emirate, Bahrain, Qatar, and Mina Qaboos (includes the ports of Muscat and Muttrah) FFP FOB: DESTINATION SIGNAL CODE: A	UNDEFINED	EACH		\$0.00
5010AK	Saudi Arabia (Zone 1) Greater Than 50 Zone 1 - Damman, United Arab Emirate, Bahrain, Qatar, and Mina Qaboos (includes the ports of Muscat and Muttrah) FFP FOB: DESTINATION SIGNAL CODE: A	UNDEFINED	EACH		\$0.00

5010AL	Saudi Arabia (Zone 2) Less Than or Equal to 50 Zone 2 - Oman (south of Mina Qaboos) and People's Republic of Yemen FFP FOB: DESTINATION SIGNAL CODE: A	UNDEFINED	EACH		\$0.00
5010AM	Saudi Arabia (Zone 2) Greater Than 50 Zone 2 - Oman (south of Mina Qaboos) and People's Republic of Yemen FFP Depreciation to not less than \$5,400.00 FOB: DESTINATION SIGNAL CODE: A	UNDEFINED	EACH		\$0.00
5010AN	Kuwait Less Than or Equal to 50 FFP FOB: DESTINATION SIGNAL CODE: A	UNDEFINED	EACH	(b)(4)	\$0.00
5010AP	Kuwait Greater Than 50 FFP FOB: DESTINATION SIGNAL CODE: A	UNDEFINED	EACH		\$0.00
5010AQ	Oahu, Hawaii Less Than or Equal to 50 FFP FOB: DESTINATION SIGNAL CODE: A	UNDEFINED	EACH		\$0.00
5010AR	Oahu, Hawaii Greater Than 50 FFP FOB: DESTINATION SIGNAL CODE: A	UNDEFINED	EACH		\$0.00
5010AS	Germany (City Group 1) Less Than or Equal to 50 City Group 1 - Giessen Group. Includes the cities of: Butzbach,	UNDEFINED	EACH		\$0.00

	Giessen, Kirchgoens.				
	FFP				
	FOB: DESTINATION				
	SIGNAL CODE: A				
5010AT	Germany (City Group 1) Greater Than 50 City Group 1 - Giessen Group. Includes the cities of: Butzbach, Giessen, Kirchgoens. FFP FOB: DESTINATION SIGNAL CODE: A	UNDEFINED	EACH		\$0.00
5010AU	Germany (City Group 2) Less Than or Equal to 50 City Group 2 - Kaiserslautern Group. Includes: Bruchmuelbach Miesau, Dannenfels, Einsiedlerhof, Eselsfuert, Kaffertal, Kaiserlautern, Kindsbach, Landstuhl, Landstuhl Kirchberg, Miesau, Nonweiler, Perl, Ramstein, Ramstein Flugplatz, Sembach, Straelen, Vogelweh. FFP FOB: DESTINATION SIGNAL CODE: A	UNDEFINED	EACH	(b)(4)	\$0.00
5010AV	Germany (City Group 2) Greater Than 50 City Group 2 - Kaiserslautern Group. Includes: Bruchmuelbach Miesau, Dannenfels, Einsiedlerhof, Eselsfuert, Kaffertal, Kaiserlautern, Kindsbach, Landstuhl, Landstuhl Kirchberg, Miesau, Nonweiler, Perl, Ramstein, Ramstein Flugplatz, Sembach, Straelen, Vogelweh. FFP FOB: DESTINATION SIGNAL CODE: A	UNDEFINED	EACH		\$0.00
5010AW	Germany (City Group 3) Less Than or Equal to 50	UNDEFINED	EACH		\$0.00

	<p>City Group 3 - Karlsruhe Group. Includes: Geinsheim, Germersheim, Hasloch, Karlsruhe. FFP FOB: DESTINATION SIGNAL CODE: A</p>				
5010AX	<p>Germany (City Group 3) Greater Than 50 City Group 3 - Karlsruhe Group. Includes: Geinsheim, Germersheim, Hasloch, Karlsruhe. FFP FOB: DESTINATION SIGNAL CODE: A</p>	UNDEFINED	EACH		\$0.00
5010AY	<p>Germany (City Group 4) Less Than or Equal to 50 City Group 4 - Mannheim Group. Includes: Bensheim, Friedrichsfeld, Giebelstadt, Gruenstadt, Heidelberg, Heppenheim, Herongen, Kaefertal, Kirschiem Bolanden, Ludwigshafen, Manheim Kaefertal, Mannheim, Mannheim Feudenheim, Mannheim Friedrichsfeld, Mannheim Kaefertal, Mannheim Karthal, Mannheim Sandhof, Mannheim Seckenheim, Neckarhausen Edingen, Sandhofen, Schwetzingen, Seckenheim, Spinelli Barracks. Worms. FFP FOB: DESTINATION SIGNAL CODE: A</p>	UNDEFINED	EACH	(b)(4)	\$0.00
5010AZ	<p>Germany (City Group 4) Greater Than 50</p>	UNDEFINED	EACH		\$0.00

	<p>City Group 4 - Mannheim Group. Includes: Bensheim, Friedrichsfeld, Giebelstadt, Gruenstadt, Heidelberg, Heppenheim, Herongen, Kaefertal, Kirschiem Bolanden, Ludwigshafen, Manheim Kaefertal, Mannheim, Mannheim Feudenheim, Mannheim Friedrichsfeld, Mannheim Kaefertal, Mannheim Karthal, Mannheim Sandhof, Mannheim Seckenheim, Neckarhausen Edingen, Sandhofen, Schwetzingen, Seckenheim, Spinelli Barracks. Worms. FFP</p> <p>FOB: DESTINATION SIGNAL CODE: A</p>					
5010BA	<p>Germany (City Group 5) Less Than or Equal to 50</p> <p>City Group 5 - Pirmasens Group. Includes: Muenchweiler, Pirmasens, Weilerbach, FFP</p> <p>FOB: DESTINATION SIGNAL CODE: A</p>	UNDEFINED	EACH		\$0.00	
5010BB	<p>Germany (City Group 5) Greater Than 50</p> <p>City Group 5 - Pirmasens Group. Includes: Muenchweiler, Pirmasens, Weilerbach, FFP</p> <p>FOB: DESTINATION SIGNAL CODE: A</p>	UNDEFINED	EACH	(b)(4)	\$0.00	
5010BC	<p>Chonan, Korea Less Than or Equal to 50</p> <p>FFP</p> <p>FOB: DESTINATION SIGNAL CODE: A</p>	UNDEFINED	EACH		\$0.00	
5010BD	<p>Chonan, Korea Greater Than 50</p> <p>FFP</p> <p>FOB: DESTINATION SIGNAL CODE: A</p>	UNDEFINED	EACH		\$0.00	

5010BE	Yonki, Korea Less Than or Equal to 50 FFP FOB: DESTINATION SIGNAL CODE: A	UNDEFINED	EACH		\$0.00
5010BF	Yonki, Korea Greater Than 50 FFP FOB: DESTINATION SIGNAL CODE: A	UNDEFINED	EACH		\$0.00
5010BG	Yimsil, Korea Less Than or Equal to 50 FFP FOB: DESTINATION SIGNAL CODE: A	UNDEFINED	EACH		\$0.00
5010BH	Yimsil, Korea Greater Than 50 FFP FOB: DESTINATION SIGNAL CODE: A	UNDEFINED	EACH		\$0.00
5010BJ	Yongdong, Korea Less Than or Equal to 50 FFP FOB: DESTINATION SIGNAL CODE: A	UNDEFINED	EACH	(b)(4)	\$0.00
5010BK	Yongdong, Korea Greater Than 50 FFP FOB: DESTINATION SIGNAL CODE: A	UNDEFINED	EACH		\$0.00
5010BL	Chenchon, Korea Less Than or Equal to 50 FFP FOB: DESTINATION SIGNAL CODE: A	UNDEFINED	EACH		\$0.00
5010BM	Chenchon, Korea Greater Than 50 FFP FOB: DESTINATION SIGNAL CODE: A	UNDEFINED	EACH		\$0.00
5010BN	Chongwon Gun, Korea Less Than or Equal to 50	UNDEFINED	EACH		\$0.00

	FFP FOB: DESTINATION SIGNAL CODE: A				
5010BP	Chongwon Gun, Korea Greater Than 50 FFP FOB: DESTINATION SIGNAL CODE: A	UNDEFINED	EACH		\$0.00
5010BQ	Kunsan Si, Korea Less Than or Equal to 50 FFP FOB: DESTINATION SIGNAL CODE: A	UNDEFINED	EACH		\$0.00
5010BR	Kunsan Si, Korea Greater Than 50 FFP FOB: DESTINATION SIGNAL CODE: A	UNDEFINED	EACH		\$0.00
5010BS	Gwang Ju, Korea Less Than or Equal to 50 FFP FOB: DESTINATION SIGNAL CODE: A	UNDEFINED	EACH	(b)(4)	\$0.00
5010BT	Gwang Ju, Korea Greater Than 50 FFP FOB: DESTINATION SIGNAL CODE: A	UNDEFINED	EACH		\$0.00
5010BU	Pyongtaek Si, Korea Less Than or Equal to 50 FFP FOB: DESTINATION SIGNAL CODE: A	UNDEFINED	EACH		\$0.00
5010BV	Pyongtaek Si, Korea Greater Than 50 FFP FOB: DESTINATION SIGNAL CODE: A	UNDEFINED	EACH		\$0.00
5010BW	Suwon Si, Korea Less Than or Equal to 50	UNDEFINED	EACH		\$0.00

	FFP FOB: DESTINATION SIGNAL CODE: A				
5010BX	Suwon Si, Korea Greater Than 50 FFP FOB: DESTINATION SIGNAL CODE: A	UNDEFINED	EACH		\$0.00
5010BY	Sa-Chon Up, Korea Less Than or Equal to 50 FFP FOB: DESTINATION SIGNAL CODE: A	UNDEFINED	EACH		\$0.00
5010BZ	Sa-Chon Up, Korea Greater Than 50 FFP FOB: DESTINATION SIGNAL CODE: A	UNDEFINED	EACH		\$0.00
5010CA	Daegu City, Korea Less Than or Equal to 50 FFP FOB: DESTINATION SIGNAL CODE: A	UNDEFINED	EACH	(b)(6)	\$0.00
5010CB	Daegu City, Korea Greater Than 50 FFP FOB: DESTINATION SIGNAL CODE: A	UNDEFINED	EACH		\$0.00
5010CC	Guam Less Than or Equal to 50 FFP FOB: DESTINATION SIGNAL CODE: A	UNDEFINED	EACH		\$0.00
5010CD	Guam Greater Than 50 FFP FOB: DESTINATION SIGNAL CODE: A	UNDEFINED	EACH		\$0.00
5010CE	Misawa AB, Japan Less Than or Equal to 50 FFP	UNDEFINED	EACH		\$0.00

	FOB: DESTINATION SIGNAL CODE: A				
5010CF	Misawa AB, Japan Greater Than 50 FFP	UNDEFINED	EACH		\$0.00
	FOB: DESTINATION SIGNAL CODE: A				
5010CG	Kanagawa-Ken, Japan Less Than or Equal to 50 FFP	UNDEFINED	EACH		\$0.00
	FOB: DESTINATION SIGNAL CODE: A				
5010CH	Kanagawa-Ken, Japan Greater Than 50 FFP	UNDEFINED	EACH		\$0.00
	FOB: DESTINATION SIGNAL CODE: A				
5010CJ	Bayamon, Puerto Rico Less Than or Equal to 50 FFP	UNDEFINED	EACH		\$0.00
	FOB: DESTINATION SIGNAL CODE: A			(b)(6)	
5010CK	Bayamon, Puerto Rico Greater Than 50 FFP	UNDEFINED	EACH		\$0.00
	FOB: DESTINATION SIGNAL CODE: A				
5010CL	Pakistan, Karachi Less Than or Equal to 50 FFP	UNDEFINED	EACH		\$0.00
	FOB: DESTINATION SIGNAL CODE: A				
5010CM	Pakistan, Karachi Greater Than 50 FFP	UNDEFINED	EACH		\$0.00
	FOB: DESTINATION SIGNAL CODE: A				
5010CN	Pakistan, Port Qasim Less Than or Equal to 50	UNDEFINED	EACH		\$0.00

5010CP	FFP FOB: DESTINATION SIGNAL CODE: A Pakistan, Port Qasim Greater Than 50	UNDEFINED	EACH	(b)(6)	\$0.00
5011	FFP FOB: DESTINATION SIGNAL CODE: A ASSURED ACCESS <i>Only the Procuring Contracting Officer can issue orders from this CLIN. Reference Sections C.7.4 and H.10.</i>				
For items 5011AA thru 5011AH see extended pricing matrix for prices for award term years. Rates are all inclusive: one-time charge per 20' ammunition grade container by depot location. Per diem shall be in accordance with SLIN 5005AC.					
5011AA	Blue Grass Army Depot, Kentucky FFP FOB: DESTINATION SIGNAL CODE: A	UNDEFINED	EACH		\$0.00
5011AB	Crane Army Ammunition Activity, Indiana FFP FOB: DESTINATION SIGNAL CODE: A	UNDEFINED	EACH		\$0.00
5011AC	McAlester Army Ammo Plant, Oklahoma FFP FOB: DESTINATION SIGNAL CODE: A	UNDEFINED	EACH	(b)(4)	\$0.00
5011AD	Tooele Army Depot, Utah FFP FOB: DESTINATION SIGNAL CODE: A	UNDEFINED	EACH		\$0.00
5011AE	Anniston Army Depot, Alabama FFP FOB: DESTINATION	UNDEFINED	EACH		\$0.00

	SIGNAL CODE: A				
5011AF	Hawthorne Army Depot, Nevada FFP FOB: DESTINATION SIGNAL CODE: A	UNDEFINED	EACH		\$0.00
5011AG	Letterkenny Munitions Center, PA FFP FOB: DESTINATION SIGNAL CODE: A	UNDEFINED	EACH		\$0.00
5011AH	Red River Munitions Center, Texas FFP FOB: DESTINATION SIGNAL CODE: A	UNDEFINED	EACH		\$0.00
5011AJ	Iowa Army Ammunition Center, Iowa FFP FOB: DESTINATION SIGNAL CODE: A	UNDEFINED	EACH		\$0.00
5011AK	Milan Army Ammunition Plant, Tennessee FFP FOB: DESTINATION SIGNAL CODE: A	UNDEFINED	EACH	(b)(4)	\$0.00
5012	PREPOSITIONED POOL <i>The contractor shall manage and maintain leased prepositioned containers in accordance with the PWS contained herein.</i>				
5012AA	Daily Per Diem Lease Cost - 20 foot Dry ISO Container See extended rate table Exhibit B.1.1 for prices for award term years. FFP FOB: DESTINATION SIGNAL CODE: A	UNDEFINED	EACH		\$0.00
5012AB	Daily Per Diem Lease Cost - 20 foot Ammo Grade Container	UNDEFINED	EACH		\$0.00

	<p>See extended rate table Exhibit B.1.1 for prices for award term years.</p> <p>FFP</p> <p>FOB: DESTINATION</p> <p>SIGNAL CODE: A</p>				
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