

**Questions & Answers IV
To
Solicitation Number DAMT01-03-R-0049**

1. Question: Appendix E, page 71 Item 1 Increased Valuation. FedEx Ground cannot assess a minimum charge for this service. The charge for increased valuation is .40 per each \$100 or fraction thereof, FedEx Ground cannot charge in excess of its commercial practice. Request that minimum charge be removed and valuation charge be lowered to .40 or allow carrier flexibility for charge not to exceed its commercial practice.

Answer: Solicitation will be amended to state the rates stated in Appendix E are the maximum allowable rates that will be allowed on this procurement. Above rates are the maximum allowable rates that will be allowed on this procurement. Carrier may submit lower rates. However, these rates will not be considered under the price evaluation process for other than price fair and reasonableness.

2. Question: Appendix E, page 71 Item 2 Address Correction. FedEx Ground charges \$5.00 for an address correction commercially. Hundredweight shipments incur a \$5.00 charge for the first package; each additional package incurs a \$3.00 charge, with a maximum total charge of \$35.00 per shipment. Request the charge be lowered to \$5.00 per package with provision for hundredweight shipments. FedEx Ground cannot charge in excess of commercial practice, this follows industry practice and is in the best interests of the government.

Answer: Refer to question #1

3. Question: Appendix E, page 71 Item 3 Hazardous Material. The FedEx Ground charge for handling of a hazardous material package is \$20 per package regardless of weight. FedEx Ground cannot charge in excess of the commercial price. Request the surcharge for this service be lowered to \$20 per package.

Answer: Refer to questions #1

4. Question: Appendix E, page 71 Item 4 Redelivery. Charges for redelivery are not commercial practice for surface small parcel carriers; this charge is associated with air express carriers. A charge for *Additional Handling* of \$5.00 per package is standard for surface small parcel carriers; this charge is assessed on a per package basis for shipments that are not properly encased in a shipping container such as tires, shovels, transmissions etc. Shipments of this nature require special handling in the carrier's hub and delivery terminals, thus increased cost. DLA is currently being charged additional handling on these types of shipments today. Request that *Additional Handling* is allowed and Redelivery be eliminated from solicitation.

Answer: Refer to amendment #4, item 10.

5. Question: What methodology will be used to evaluate carrier pricing to determine the best price?

Answer: Price will be evaluated for price reasonableness in accordance with FAR 15.305(a)(1) based on the total proposed price for the base period of performance and all option periods together. The determination that the total price is reasonable will be made by a comparison of other offers received. If only one offer is received, the determination may be based on a comparison to the IGCE or by any other reasonable basis.

6. Question: Under “ADDENDUM TO 52.212-4 CONTRACT TERMS AND CONDITIONS -- COMMERCIAL ITEMS (FEB 2002)” page 38, number 15 “52.247-21 Contractor Liability for Personal Injury and/or Property Damage (Apr 1984)” part a) states:

“The Contractor assumes responsibility for all damage or injury to persons or property occasioned through the use, maintenance, and operation of the Contractor's vehicles or other equipment by, or the action of, the Contractor or the Contractor's employees and agents.”

This seems to contradict the SOW and recent amendments relating to “C.4.12 Work Area – Cargo Liability (LIE)” & “C.4.12.1 Performance Area – Excess Valuation (EVC).” **(Page 63 & 64).**

Does the SOW override the Terms and Conditions?

Answer: These are two separate subjects.

FAR 52.247-21 Contractor Liability for Personal Injury and/or Property Damage (Apr 1984)” (a) is a clause inserted in solicitations and contracts for transportation or for transportation-related services.

C4.12 and C.4.12.1 are requirements established for freight to be transported. Neither take precedence over the other.

7. Question: Page 58 items 3a-c are requiring the same data feeds to GTN and Powertrack. 214 data is sent to the GTN, whereas 110 data is sent to Powertrack. The data elements are not the same; request this entire section be amended to incorporate commercial practice.

Answer: C.4.6.5 - This section has been amended. The words "rate and award" in paragraph 3c, are removed and replaced with "data elements in the status as outlined in the DOD EDI implementation". The word "PowerTrack" is replaced with "through the DEBX to GTN" in paragraph d". Paragraph 5 has been added to provide phone numbers for EDI/GTN assistance.