

Part II – Terms and Conditions

52.212-4 -- CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS (FEB 2002)

(a) *Inspection/Acceptance.* **SEE ADDENDA TO 52.212-4**

If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Government may --

(1) Require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and

(2) Reduce the contract price to reflect the reduced value of the services performed

(b) *Assignment.* The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C.3727). However, when a third party makes payment (*e.g.*, use of the Government wide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) *Changes.* Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes.* This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions.* The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence. The Contractor must also notify the Contracting Officer in writing, as set forth above, when service is expected to be delayed.

(g) *Invoice.*

(4) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include—

- (i) Name and address of the Contractor;
- (ii) Invoice date and number;
- (iii) Contract number, contract line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (*e.g.*, 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer-Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) *Patent indemnity.* The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) *Payment.* Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and OMB prompt payment regulations at 5 CFR part 1315. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

- (j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:
- (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
 - (2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.
- (k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.
- (l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.
- (m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.
- (n) *Title.* Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.
- (o) *Warranty.* The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.
- (p) *Limitation of liability.* Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.
- (q) *Other compliances.* The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

- (r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327, *et seq.*, Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.
- (s) *Order of precedence.* Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:
- (1) The schedule of supplies/services.
 - (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.
 - (3) The clause at 52.212-5.
 - (4) Addenda to this solicitation or contract, including any license agreements for computer software.
 - (5) Solicitation provisions if this is a solicitation.
 - (6) Other paragraphs of this clause.
 - (7) The Standard Form 1449.
 - (8) Other documents, exhibits, and attachments.
 - (9) The specification. (End of Clause)

ADDENDA TO FAR 52.212-4

(a) *Inspection/Acceptance.*

- (1) Inspection and acceptance will be performed at the 832nd Transportation Battalion, located at the 39 Frances Street (Amelia industrial Park) Guaynabo, Puerto Rico. The Contractor's performance of services and compliance to the specifications cited herein shall be subject to inspection by the Government in accordance with this section. The Contractor must cooperate fully with Government representatives who will conduct quality assurance inspections of all aspects of services provided under this contract.
- (2) Commodity and miscellaneous services performed by the Contractor will be verified and accepted by the Contracting Officer by certification of the Cargo Commodity Vessel/Dock Payment Report (CCV/DPR) and Timekeeper's Activity Report, MT Form 271.
- (3) The Performance Requirements Summary, included herein, describes the contract requirements considered most critical to performance. They establish the standard for satisfactory performance, explain Government quality surveillance methods used to evaluate Contractor's performance, describe the actions the Government will take to assure satisfactory performance. See Performance Requirements Summary (PRS), Part VI, Attachments.
- (4) Government Quality Assurance Procedures
 - a. The Government's primary quality assurance inspection procedures are based on the use of Cargo Inventory Reports. Some areas will be inspected by the use of Cargo

Discrepancy reports. Other areas will be physically inspected periodically (daily, weekly, monthly).

- b. The methods for determining whether Contractor's performance is acceptable when compared to the performance standards of the contract are as follows:

For areas surveyed by sampling, lot size and sample size will be determined using the guidelines of MIL-STD-105E. Results of inspections will be compared to the acceptable quality level criteria for each contract requirement listed in the Performance Requirements Summary.

Statistical data provided cargo management reports will be compared to the criteria described in the Performance Requirements Summary.

52.212-5 -- CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS -- COMMERCIAL ITEMS (MAY 2002)

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

- (1) 52.222-3, Convict Labor (E.O. 11755);
- (2) 52.233-3, Protest after Award (31 U.S.C 3553).

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

[Contracting Officer shall check as appropriate.]

- ___ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).
- ___ (2) 52.219-3, Notice of HUB Zone Small Business Set-Aside (Jan 1999).
- ___ (3) 52.219-4, Notice of Price Evaluation Preference for HUB Zone Small Business Concerns (Jan 1999) (if the Offeror elects to waive the preference, it shall so indicate in its offer).
- ___ (4) (i) 52.219-5, Very Small Business Set-Aside (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).
 - ___ (ii) Alternate I to 52.219-5.
 - ___ (iii) Alternate II to 52.219-5.
- ___ (5) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637 (d)(2) and (3)).
- ___ (6) 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637 (d)(4)).

- ___ (7) 52.219-14, Limitations on Subcontracting (15 U.S.C. 637(a)(14)).
- ___ (8) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the Offeror elects to waive the adjustment, it shall so indicate in its offer).
- ___ (ii) Alternate I of 52.219-23.
- ___ (9) 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ___ (10) 52.219-26, Small Disadvantaged Business Participation Program-Incentive Subcontracting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- X (11) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- X (12) 52.222-26, Equal Opportunity (E.O. 11246).
- X (13) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212).
- X (14) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).
- X (15) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212).
- X (16) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (E.O. 13126).
- ___ (17)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (42 U.S.C. 6962(c)(3)(A)(ii)).
- ___ (ii) Alternate I of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
- ___ (18) 52.225-1, Buy American Act--Supplies (41 U.S.C. 10a-10d).
- ___ (19)(i) 52.225-3, Buy American Act - North American Free Trade Agreement - Israeli Trade Act (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note).
- ___ (ii) Alternate I of 52.225-3.
- ___ (iii) Alternate II of 52.225-3.
- ___ (20) 52.225-5, Trade Agreements (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
- ___ (21) 52.225-13, Restriction on Certain Foreign Purchases (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).
- ___ (22) 52.225-15, Sanctioned European Union Country End Products (E.O. 12849).
- ___ (23) 52.225-16, Sanctioned European Union Country Services (E.O. 12849).
- X (24) 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration (31 U.S.C. 3332).
- ___ (25) 52.232-34, Payment by Electronic Funds Transfer-Other Than Central Contractor Registration (31 U.S.C. 3332).
- ___ (26) 52.232-36, Payment by Third Party (31 U.S.C. 3332).
- ___ (27) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a).
- ___ (28) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241).
- ___ (ii) Alternate I of 52.247-64.

- (c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

[Contracting Officer check as appropriate.]

(1) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, *et seq.*).

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

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

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

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

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

- (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.
- (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
- (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

- (e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the

reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components –

- (1) 52.222-26, Equal Opportunity (E.O. 11246);
- (2) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212);
- (3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793);
- (4) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996);
and
- (5) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, *et seq.*).
(End of Clause)

**52.215-21 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION
OTHER THAN COST OR PRICING DATA —MODIFICATIONS ALTERNATE IV
(OCT 1997)**

(a) Submission of cost or pricing data is not required.

(b) Provide information described below:

- (1) Any additional supporting information requested by the Contracting Officer. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether the price(s) offered is fair and reasonable.
- (2) For a commercial item, the Contractor shall provide, at a minimum, information on prices at which the same item or similar items have previously been sold that is adequate for evaluating the reasonableness of the price of the modification. Such information may include—
 - (i) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities.
 - (ii) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market.
 - (iii) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

- (4) The Contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this clause, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the Contractor's determination of the prices to be offered in the catalog or marketplace. (End of clause)

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Fixed Price Requirements contract resulting from this solicitation. (End of clause)

52.216-18 ORDERING (OCT 1995)

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from 15 March 2003 through 14 September 2005.
- (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)

52.216-21 -- REQUIREMENTS (OCT 1995)

- (a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

- (c) The estimated quantities are not the total requirements of the Government activity specified in the Schedule, but are estimates of requirements in excess of the quantities that the activity may itself furnish within its own capabilities. Except as this contract otherwise provides, the Government shall order from the Contractor all of that activity's requirements for supplies and services specified in the Schedule that exceed the quantities that the activity may furnish within its own capabilities.
- (d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.
- (e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.
- (5) 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 14 September 2005.

(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 or at any time prior to expiration of the contract.

(End of Clause)

52.222-42 -- STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

Statement of Equivalent Government Rates for Federal Hires (hourly wage rate that would be paid if federally employed, page 35 of 135) did not have the applicable categories or rates. They are as follow:

This Statement is for Information Only. It is not a Wage Determination

<u>Employee Category</u>	<u>Wage Rate</u>
Forman (WS-4/2)	\$15.87 per hour

Driver (WG-4/2)	\$8.56 per hour
Forklift Operator (WG-4/2)	\$8.56 per hour
Longshoremen (WS-3/2)	\$15.36 per hour
Checker-Pier (GS-4/4)	\$11.64 per hour

(End of Clause)

**52.222-43 -- FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT --
PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS) (MAY 1989)**

- (a) This clause applies to both contracts subject to area prevailing wage determinations and contracts subject to collective bargaining agreements.
- (b) The Contractor warrants that the prices in this contract do not include any allowance for any contingency to cover increased costs for which adjustment is provided under this clause.
- (c) The wage determination, issued under the Service Contract Act of 1965, as amended, (41 U.S.C. 351, et seq.), by the Administrator, Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, current on the anniversary date of a multiple year contract or the beginning of each renewal option period, shall apply to this contract. If no such determination has been made applicable to this contract, then the Federal minimum wage as established by section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended, (29 U.S.C. 206) current on the anniversary date of a multiple year contract or the beginning of each renewal option period, shall apply to this contract.
- (d) The contract price or contract unit price labor rates will be adjusted to reflect the Contractor's actual increase or decrease in applicable wages and fringe benefits to the extent that the increase is made to comply with or the decrease is voluntarily made by the Contractor as a result of:
 - (1) The Department of Labor wage determination applicable on the anniversary date of the multiple year contract, or at the beginning of the renewal option period. For example, the prior year wage determination required a minimum wage rate of \$4.00 per hour. The Contractor chose to pay \$4.10. The new wage determination increases the minimum rate to \$4.50 per hour. Even if the Contractor voluntarily increases the rate to \$4.75 per hour, the allowable price adjustment is \$.40 per hour;
 - (2) An increased or decreased wage determination otherwise applied to the contract by operation of law; or
 - (3) An amendment to the Fair Labor Standards Act of 1938 that is enacted after award of this contract, affects the minimum wage, and becomes applicable to this contract under law.
- (e) Any adjustment will be limited to increases or decreases in wages and fringe benefits as described in paragraph (c) of this clause, and the accompanying increases or decreases in social security and unemployment taxes and workers' compensation insurance, but shall not otherwise include any amount for general and administrative costs, overhead, or profit.
- (f) The Contractor shall notify the Contracting Officer of any increase claimed under this clause within 30 days after receiving a new wage determination unless this notification period is

extended in writing by the Contracting Officer. The Contractor shall promptly notify the Contracting Officer of any decrease under this clause, but nothing in the clause shall preclude the Government from asserting a claim within the period permitted by law. The notice shall contain a statement of the amount claimed and any relevant supporting data, including payroll records that the Contracting Officer may reasonably require. Upon agreement of the parties, the contract price or contract unit price labor rates shall be modified in writing. The Contractor shall continue performance pending agreement on or determination of any such adjustment and its effective date.

- (g) The Contracting Officer or an authorized representative shall have access to and the right to examine any directly pertinent books, documents, papers and records of the Contractor until the expiration of 3 years after final payment under the contract.

(End of Clause)

52.222-47--SERVICE CONTRACT ACT (SCA) MINIMUM WAGES AND FRINGE BENEFITS (MAY 1989)

An SCA wage determination applicable to this work has been requested from the U.S. Department of Labor. If an SCA wage determination is not incorporated herein, the bidders/Offerors shall consider the economic terms of the collective bargaining agreement (CBA) between the incumbent Contractor Diversified Marine International and the **(UTM-ILA-AFL-CIO) BOARD OF WHARVES AND ANNEXES BRANCHES OF WORKERS OF PUERTO RICO** (union). If the economic terms of the collective bargaining agreement or the collective bargaining agreement itself is not attached to the solicitation, copies can be obtained from the Contracting Officer. Pursuant to Department of Labor Regulation, 29 CFR 4.1b and paragraph (g) of the clause at 52.222-41, Service Contract Act of 1965, as amended, the economic terms of that agreement will apply to the contract resulting from this solicitation, notwithstanding the absence of a wage determination reflecting such terms, unless it is determined that the agreement was not the result of arm's length negotiations or that after a hearing pursuant to section 4(c) of the Act, the economic terms of the agreement are substantially at variance with the wages prevailing in the area.

(End of Clause)

52.228-5 -- INSURANCE -- WORK ON A GOVERNMENT INSTALLATION (JAN 1997)

- (a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.
- (b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective --

- (1) For such period as the laws of the State in which this contract is to be performed prescribe; or

(2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request. (End of Clause)

52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)

The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation on the Government installation. If the Contractor's failure to use reasonable care causes damage to any of this property, the Contractor shall replace or repair the damage at no expense to the Government as the Contracting Officer directs. If the Contractor fails or refuses to make such repair or replacement, the Contractor shall be liable for the cost, which may be deducted from the contract price.

(End of clause)

52.237-3 CONTINUITY OF SERVICES (JAN 1991)

(a) The Contractor recognizes that the services under this contract are vital to the Government and must be continued without interruption and that, upon contract expiration, a successor, either the Government or another Contractor, may continue them.

(b) The Contractor agrees to—

(6) Furnish phase- in training; and

(2) Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

(c) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 90 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase- in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

(d) The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct onsite interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

- (e) The Contractor shall be reimbursed for all reasonable phase- in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase- in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

(End of clause)

52.245-1 -- PROPERTY RECORDS (APR 1984)

The Government shall maintain the Governments official property records in connection with Government property under this contract. The Government Property clause is hereby modified by deleting the requirement for the Contractor to maintain such records.

(End of clause)

52.245-4 -- GOVERNMENT-FURNISHED PROPERTY (SHORT FORM) (APR 1984)

- (a) The Government shall deliver to the Contractor, at the time and locations stated in this contract, the Government- furnished property for warehouse operations will include: a desk, PC, and non-expendable items. If that property, suitable for its intended use, is not delivered to the Contractor, the Contracting Officer shall equitably adjust affected provisions of this contract in accordance with the Changes clause when—
- (1) The Contractor submits a timely written request for an equitable adjustment; and
 - (2) The facts warrant an equitable adjustment.
- (b) Title to Government- furnished property shall remain in the Government. The Contractor shall use the Government- furnished property only in connection with this contract. The Contractor shall maintain adequate property control records in accordance with sound industrial practice and will make such records available for Government inspection at all reasonable times, unless the clause at Federal Acquisition Regulation 52.245-1, Property Records, is included in this contract.
- (7) Upon delivery of Government-furnished property to the Contractor, the Contractor assumes the risk and responsibility for its loss or damage, except—
- (1) For reasonable wear and tear;
 - (2) To the extent property is consumed in performing this contract; or
 - (3) As otherwise provided for by the provisions of this contract.
- (8) Upon completing this contract, the Contractor shall follow the instructions of the Contracting Officer regarding the disposition of all Government-furnished property not consumed in performing this contract or previously delivered to the Government. The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of the Government property, as may be directed or authorized by the Contracting Officer. The net proceeds of any such disposal shall be credited to the contract price or shall be paid to the Government as directed by the Contracting Officer.
- (9) If this contract is to be performed outside the United States of America, its territories, or possessions, the words “Government” and “Government-furnished” (wherever they appear in

this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively. (End of clause)

52.246-25 -- LIMITATION OF LIABILITY -- SERVICES (FEB 1997)

- (a) Except as provided in paragraphs (b) and (c) below, and except to the extent that the Contractor is expressly responsible under this contract for deficiencies in the services required to be performed under it (including any materials furnished in conjunction with those services), the Contractor shall not be liable for loss of or damage to property of the Government that --
- (1) Occurs after Government acceptance of services performed under this contract; and
 - (2) Results from any defects or deficiencies in the services performed or materials furnished.
- (b) The limitation of liability under paragraph (a) above shall not apply when a defect or deficiency in, or the Government's acceptance of, services performed or materials furnished results from willful misconduct or lack of good faith on the part of any of the Contractor's managerial personnel. The term "Contractor's managerial personnel," as used in this clause, means the Contractor's directors, officers, and any of the Contractor's managers, superintendents, or equivalent representatives who have supervision or direction of --
- (1) All or substantially all of the Contractor's business;
 - (2) All or substantially all of the Contractor's operations at any one plant, laboratory, or separate location at which the contract is being performed; or
 - (3) A separate and complete major industrial operation connected with the performance of this contract.
- (c) If the Contractor carries insurance, or has established a reserve for self-insurance, covering liability for loss or damage suffered by the Government through the Contractor's performance of services or furnishing of materials under this contract, the Contractor shall be liable to the Government, to the extent of such insurance or reserve, for loss of or damage to property of the Government occurring after Government acceptance of, and resulting from any defects and deficiencies in, services performed or materials furnished under this contract.

(End of Clause)

52.247-5 FAMILIARIZATION WITH CONDITIONS (APR 1984)

The Offeror shall become familiar with all available information regarding difficulties that it may be encountered and the conditions, including safety precautions, under which the work must be accomplished under the contract. The Offeror shall not be relieved from assuming all responsibility for properly estimating the difficulties and the cost of performing the services required in this contract because the Offeror failed to investigate the conditions or to become acquainted with all information concerning the services to be performed.

(End of clause)

52.247-8 ESTIMATED WEIGHTS OR QUANTITIES NOT GUARANTEED (APR 1984)

The estimated weights or quantities are not a guarantee of actual weights or quantities, as the Government does not guarantee any particular volume of traffic described in this contract. However, to the extent services are required as described in this contract and in accordance with the terms of this contract, orders for these services will be placed with the Contractor.
(End of clause)

52.247-12 SUPERVISION, LABOR, OR MATERIALS (APR 1984)

The Contractor shall furnish adequate supervision, labor, materials, supplies, and equipment necessary to perform all the services contemplated under this contract in an orderly, timely, and efficient manner. (End of clause)

52.247-14 CONTRACTOR RESPONSIBILITY FOR RECEIPT OF SHIPMENT (APR 1984)

The Contractor shall diligently count and examine all goods tendered for shipment, receipt for them, and make appropriate written exception for any goods not in apparent good order.
(End of clause)

52.247-21 CONTRACTOR LIABILITY FOR PERSONAL INJURY AND/OR PROPERTY DAMAGE (APR 1984)

- (a) 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.
- (b) The Contractor, at the Contractor's expense, shall maintain adequate public liability and property damage insurance during the continuance of this contract, insuring the Contractor against all claims for injury or damage.
- (c) The Contractor shall maintain Workers' Compensation and other legally required insurance with respect to the Contractor's own employees and agents.
- (10) The Government shall in no event be liable or responsible for damage or injury to any person or property occasioned through the use, maintenance, or operation of any vehicle or other equipment by, or the action of, the Contractor or the Contractor's employees and agents in performing under this contract, and the Government shall be indemnified and saved harmless against claims for damage or injury in such cases.

(End of clause)

52.247-27 CONTRACT NOT AFFECTED BY ORAL AGREEMENT (APR 1984)

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this contract. The Contracting Officer must make all modifications to the contract in writing.

(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.
- (11) The use in this solicitation or contract of any N/A (48 CFR N/A) clause with an authorized deviation is indicated by the addition of “(DEVIATION)” after the name of the regulation.
(End of clause)

252.201-7000 CONTRACTING OFFICER’S REPRESENTATIVE (DEC 1991)

- (a) Definition. “Contracting Officer’s Representative” means 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.
- (b) If the Contracting Officer designates a Contracting Officer’s Representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR’s authority to act on behalf of the Contracting Officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.
(End of clause)

252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION. (NOV 2001)

- (a) *Definitions.* As used in this clause-
 - (1) “Central Contractor Registration (CCR) database” means the primary DoD repository for Contractor information required for the conduct of business with DoD.
 - (2) “Data Universal Number System (DUNS) number” means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.
 - (3) “Data Universal Numbering System +4 (DUNS+4) number” means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned by a parent (controlling) business concern. This 4-digit suffix may be assigned at the discretion of the parent business concern for such purposes as identifying subunits or affiliates of the parent business concern.
 - (12) “Registered in the CCR database” means that all mandatory information, including the DUNS number or the DUNS+4 number, if applicable, and the corresponding Commercial and Government Entity (CAGE) code, is in the CCR database; the DUNS number and the CAGE code have been validated; and all edits have been successfully completed.
- (b)
 - (1) By submission of an offer, the Offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.
 - (2) The Offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the Offeror is registered in the CCR database.
 - (3) Lack of registration in the CCR database will make an Offeror ineligible for award.

- (13) DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore, Offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.
- (14) The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to confirm on an annual basis that its information in the CCR database is accurate and complete.
- (15) Offerors and Contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423, or via the Internet at <http://www.ccr.gov>.
(End of clause)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (MAY 2002)

- (a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

 X 52.203-3 Gratuities (APR 1984) (10 U.S.C. 2207)

- (b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

<u> N/A </u>	252.205-7000	Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416)
<u> N/A </u>	252.206-7000	Domestic Source Restriction (DEC 1991) (10 U.S.C. 2304).
<u> N/A </u>	252.219-7003	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996) (15 U.S.C. 637).
<u> N/A </u>	252.219-7004	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (JUN 1997) (15 U.S.C. 637 note).
<u> N/A </u>	252.225-7001	Buy American Act and Balance of Payments Program (MAR 1998) (41 U.S.C. 10a-10d, E.O. 10582).
<u> N/A </u>	252.225-7007	Buy American Act--Trade Agreements--Balance of Payments Program (SEP 2001) (41 U.S.C. 10a-10d, 19 U.S.C. 2501-2518, and 19 U.S.C. 3301 note).
<u> N/A </u>	252.225-7012	Preference for Certain Domestic Commodities (APR 2002)

		(10 U.S.C. 2533a).
<u>N/A</u>	252.225-7014	Preference for Domestic Specialty Metals (MAR 1998) (10 U.S.C. 2533a).
<u>N/A</u>	252.225-7015	Preference for Domestic Hand or Measuring Tools (DEC 1991) (10 U.S.C. 2533a).
<u>N/A</u>	252.225-7016	Restriction on Acquisition of Ball and Roller Bearings (DEC 2000) (___ Alternate I) (DEC 2000) (Section 8064 of Pub. L. 106-259).
<u>N/A</u>	252.225-7021	Trade Agreements (SEP 2001) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note)
<u>N/A</u>	252.225-7027	Restriction on Contingent Fees for Foreign Military Sales (MAR 1998) (22 U.S.C. 2779).
<u>N/A</u>	252.225-7028	Exclusionary Policies and Practices of Foreign Governments (DEC 1991) (22 U.S.C. 2755).
<u>N/A</u>	252.225-7029	Preference for United States or Canadian Air Circuit Breakers (AUG 1998) (10 U.S.C. 2534(a)(3)).
<u>N/A</u>	252.225-7036	Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program (MAR 1998) (___ Alternate I) (SEP 1999) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).
<u>N/A</u>	252.227-7015	Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).
<u>N/A</u>	252.227-7037	Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).
<u>X</u>	252.243-7002	Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).
<u>N/A</u>	252.247-7023	Transportation of Supplies by Sea (MAY 2002) (<u>X</u> Alternate I) (MAR 2000) (___Alternate II) (MAR 2000) (10 U.S.C. 2631).
<u>N/A</u>	252.247-7024	Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (FAR 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

<u>N/A</u>	252.225-7014	Preference for Domestic Specialty Metals, Alternate I (MAR 1998) (10 U.S.C. 2533a).
<u>N/A</u>	252.247-7023	Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).
<u>N/A</u>	252.247-7024	Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(End of clause)

- (4) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

252.242-7000 -- POST AWARD CONFERENCE (DEC 1991)

The Contractor agrees to attend any post award conference convened by the contracting activity or contract administration office in accordance with Federal Acquisition Regulation Subpart 42.5. (End of clause)

252.243-7001 -- PRICING OF CONTRACT MODIFICATIONS (Dec 1991)

When costs are a factor in any price adjustment under this contract, the contract cost principles and the procedures in FAR Part 31 and DFARS Part 231, in effect on the date of this contract, apply. (End of clause)

252.243-7002 -- REQUESTS FOR EQUITABLE ADJUSTMENT (Mar 1998)

- (a) The amount of any request for equitable adjustment to contract terms shall accurately reflect the contract adjustment for which the Contractor believes the Government is liable. The request shall include only costs for performing the change, and shall not include any costs that already have been reimbursed or that have been separately claimed. All indirect costs included in the request shall be properly allocable to the change in accordance with applicable acquisition regulations.
- (b) In accordance with 10 U.S.C.2410 (a), any request for equitable adjustment to contract terms that exceeds the simplified acquisition threshold shall bear, at the time of submission, the following certificate executed by an individual authorized to certify the request on behalf of the Contractor:
- I certify that the request is made in good faith, and that the supporting data are accurate and complete to the best of my knowledge and belief.*

(Official's Name)

(Title)

- (c) The certification in paragraph (b) of this clause requires full disclosure of all relevant facts, including—
- (1) Cost or pricing data if required in accordance with subsection 15.403-4 of the Federal Acquisition Regulation (FAR); and
 - (5) Information other than cost or pricing data, in accordance with subsection 15.403-3 of the FAR, including actual cost data and data to support any estimated costs, even if cost or pricing data are not required.
- (d) The certification requirement in paragraph (b) of this clause does not apply to—
- (1) Requests for routine contract payments; for example, requests for payment for accepted supplies and services, routine vouchers under a cost-reimbursement type contract, or progress payment invoices; or
 - (2) Final adjustments under an incentive provision of the contract. (End of Clause)

252.247-7000 -- HARDSHIP CONDITIONS (AUG 2000)

- (a) If the Contractor finds unusual ship, dock, **rail, truck** or cargo conditions associated with loading or unloading a particular cargo, that will work a hardship on the Contractor if loaded or unloaded at the basic commodity rates, the Contractor shall—
 - (1) Notify the Contracting Officer before performing the work, if feasible, but no later than the end of **the operation**; and
 - (2) Submit any associated request for price adjustment to the Contracting Officer within 20 working days of **the operation, unless otherwise mutually adjusted by the Contracting Officer and the Contractor's representative.**
- (b) Unusual conditions include, but are not limited to, inaccessibility of place of stowage to the ship's cargo gear, side port operations, and small quantities of cargo in any one hatch.
- (c) The Contracting Officer will investigate the conditions promptly after receiving the notice. If the Contracting Officer finds that the conditions are unusual and do materially affect the cost of loading or unloading, the Contracting Officer will authorize payment at the applicable man-hour rates set forth in the schedule of rates of this contract.
(End of Clause)

252.247-7002 REVISION OF PRICES (DEC 1991)

- (a) "Definition. Wage adjustment", as used in this clause, means a change in the wages, salaries, or other terms or conditions of employment which—
 - (1) Substantially affects the cost of performing this contract;
 - (2) Is generally applicable to the port where work under this contract is performed; and
 - (3) Applies to operations by the Contractor on non-Government work as well as to work under this contract.
- (6) "General." The prices fixed in this contract are based on wages and working conditions established by collective bargaining agreements, and on other conditions in effect on the date of this contract. The Contracting Officer and the Contractor may agree to increase or decrease such prices in accordance with this clause.
- (7) "Demand for negotiation."
 - (b) At any time, subject to the limitations specified in this clause, either the Contracting Officer or the Contractor may deliver to the other a written demand that the parties negotiate to revise the prices under this contract.
 - (c) No such demand shall be made before 90 days after the date of this contract, and thereafter neither party shall make a demand having an effective date within 90 days of the effective date of any prior demand. However, this limitation does not apply to a wage adjustment during the 90-day period.

- (d) Each demand shall specify a date (the same as or subsequent to the date of the delivery of the demand) as to when the revised prices shall be effective. This date is the effective date of the price revision.
 - (i) If the Contractor makes a demand under this clause, the demand shall briefly state the basis of the demand and include the statements and data referred to in paragraph (d) of this clause.
 - (ii) If the demand is made by the Contracting Officer, the Contractor shall furnish the statements and data within 30 days of the delivery of the demand.
- (8) "Submission of data." At the times specified in paragraphs (c)(3)(i) and (ii) of this clause, the Contractor shall submit—
 - (1) A new estimate and breakdown of the unit cost and the proposed prices for the services the Contractor will perform under this contract after the effective date of the price revision, itemized to be consistent with the original negotiations of the contract;
 - (2) An explanation of the difference between the original (or last preceding) estimate and the new estimate;
 - (3) Such relevant operating data, cost records, overhead absorption reports, and accounting statements as may be of assistance in determining the accuracy and reliability of the new estimate;
 - (4) A statement of the actual costs of performance under this contract to the extent that they are available at the time of the negotiation of the revision of prices under this clause; and
 - (5) Any other relevant data usually furnished in the case of negotiations of prices under a new contract. The Government may examine and audit the Contractor's accounts, records, and books as the Contracting Officer considers necessary.
- (9) "Negotiations."
 - (10) Upon the filing of the statements and data required by paragraph (d) of this clause, the Contractor and the Contracting Officer shall negotiate promptly in good faith to agree upon prices for services the Contractor will perform on and after the effective date of the price revision.
 - (11) If the prices in this contract were established by competitive negotiation, they shall not be revised upward unless justified by changes in conditions occurring after the contract was awarded.
 - (12) The agreement reached after each negotiation will be incorporated into the contract by supplemental agreement.
- (13) "Disagreements." If, within 30 days after the date on which statements and data are required pursuant to paragraph (c) of this clause, the Contracting Officer and the Contractor fail to agree to revised prices, the failure to agree shall be resolved in accordance with the Disputes clause of this contract. The prices fixed by the Contracting Officer will remain in effect for the balance of the contract, and the Contractor shall continue performance.
- (14) "Retroactive changes in wages or working conditions."

- (b) In the event of a retroactive wage adjustment, the Contractor or the Contracting Officer may request an equitable adjustment in the prices in this contract.
 - (c) The Contractor shall request a price adjustment within 30 days of any retroactive wage adjustment. The Contractor shall support its request with—
 - (i) An estimate of the changes in cost resulting from the retroactive wage adjustment;
 - (ii) Complete information upon which the estimate is based; and
 - (iii) A certified copy of the collective bargaining agreement, arbitration award, or other document evidencing the retroactive wage adjustment.
- (3) Subject to the limitation in paragraph (g)(2) of this clause as to the time of making a request, completion or termination of this contract shall not affect the Contractor's right under paragraph of this clause.
- (4) In case of disagreement concerning any question of fact, including whether any adjustment should be made, or the amount of such adjustment, the disagreement will be resolved in accordance with the Disputes clause of this contract.
- (5) The Contractor shall notify the Contracting Officer in writing of any request by or on behalf of the employees of the Contractor which may result in a retroactive wage adjustment. The notice shall be given within 20 days after the request, or if the request occurs before contract execution, at the time of execution.
- (End of clause)

252.247-7006 REMOVAL OF CONTRACTOR'S EMPLOYEES (DEC 1991)

The Contractor agrees to use only experienced, responsible, and capable people to perform the work. The Contracting Officer may require that the Contractor remove from the job, employees who endanger persons or property, or whose continued employment under this contract is inconsistent with the interest of military security.

(End of clause)

252.247-7007 LIABILITY AND INSURANCE (DEC 1991)

- (a) The Contractor shall be—
 - (15) Liable to the Government for loss or damage to property, real and personal, owned by the Government or for which the Government is liable;
 - (16) Responsible for, and hold the Government harmless from, loss of or damage to property not included in paragraph (a)(1); and
 - (17) Responsible for, and hold the Government harmless from, bodily injury and death of persons, resulting either in whole or in part from the negligence or fault of the Contractor, its officers, agents, or employees in the performance of work under this contract.
- (b) For the purpose of this clause, all cargo loaded or unloaded under this contract is agreed to be property owned by the Government or property for which the Government is liable.
 - (1) The amount of the loss or damage as determined by the Contracting Officer will be withheld from payments otherwise due the Contractor.
 - (2) Determination of liability and responsibility by the Contracting Officer will constitute questions of fact within the meaning of the Disputes clause of this contract.

- (c) The general liability and responsibility of the Contractor under this clause are subject only to the following specific limitations. The Contractor is not responsible to the Government for, and does not agree to hold the Government harmless from, loss or damage to property or bodily injury to or death of persons if—
 - (1) The un-seaworthiness of the vessel, or failure or defect of the gear or equipment furnished by the Government, contributed jointly with the fault or negligence of the Contractor in causing such damage, injury, or death; and
 - (i) The Contractor, his officers, agents, and employees, by the exercise of due diligence, could not have discovered such un-seaworthiness or defect of gear or equipment; or
 - (iii) Through the exercise of due diligence could not otherwise have avoided such damage, injury, or death.
 - (2) The damage, injury, or death resulted solely from an act or omission of the Government or its employees, or resulted solely from proper compliance by officers, agents, or employees of the Contractor with specific directions of the Contracting Officer.
- (d) The Contractor shall at its own expense acquire and maintain insurance during the term of this contract, as follows—
 - (1) Standard workmen's compensation and employer's liability insurance and longshoremen's and harbor workers' compensation insurance, or such of these as may be proper under applicable state or Federal statutes.
 - (i) The Contractor may, with the prior approval of the Contracting Officer, be a self-insurer against the risk of this paragraph (d)(1).
 - (ii) This approval will be given upon receipt of satisfactory evidence that the Contractor has qualified as a self-insurer under applicable provision of law.
 - (2) Bodily injury liability insurance in an amount of not less than \$300,000 on account of any one occurrence.
 - (3) Property damage liability insurance (which shall include any and all property, whether or not in the care, custody, or control of the Contractor) in an amount of not less than \$300,000 for any one occurrence.
- (e) Each policy shall provide, by appropriate endorsement or otherwise, that cancellation or material change in the policy shall not be effective until after a 30 day written notice is furnished the Contracting Officer.
- (f) The Contractor shall furnish the Contracting Officer with satisfactory evidence of the insurance required in paragraph (d) before performance of any work under this contract.
- (g) The Contractor shall, at its own cost and expense, defend any suits, demands, claims, or actions, in which the United States might be named as a co-defendant of the Contractor, resulting from the Contractor's performance of work under this contract. This requirement is

without regard to whether such suit, demand, claim, or action was the result of the Contractor's negligence. The Government shall have the right to appear in such suit, participate in defense, and take such actions as may be necessary to protect the interest of the United States.

(18) It is expressly agreed that the provisions in paragraphs (d) through (g) of this clause shall not in any manner limit the liability or extend the liability of the Contractor as provided in paragraphs (a) through (c) of this clause.

(19) The Contractor shall—

(20) Equitably reimburse the Government if the Contractor is indemnified, reimbursed, or relieved of any loss or damage to Government property;

(21) Do nothing to prevent the Government's right to recover against third parties for any such loss or damage; and

(22) Furnish the Government, upon the request of the Contracting Officer, at the Government's expense, all reasonable assistance and cooperation in obtaining recovery, including the prosecution of suit and the execution of instruments of assignment in favor of the Government.

(End of clause)

ADDENDUM to PART II - CONTRACT TERMS AND CONDITIONS

CONFLICT OF INTEREST

(a) General. Subpart 9.5 of the Federal Acquisition Regulation, 48 C.F.R. 9.5, prescribes responsibilities, general rules, and procedures for identifying, evaluating, and resolving organizational conflicts of interest. Additional guidance is contained in Office of Federal Procurement policy Letter 89-I, Conflict of Interest Policies Applicable to Consultants.

(b) Purpose. The purpose of this clause is to avoid, neutralize, or otherwise mitigate organizational conflicts of interest which might exist related to a Contractor's performance of work required by this contract. Such conflicts may arise in situations including, but not limited to: a Contractor's participation, as an Offeror or representative of an Offeror, in a procurement in which it has provided assistance in the preparation of the Government's requirements and specifications; a Contractor's providing advisory assistance to the Government in a procurement in which the Contractor's firm, or one which the Contractor represents, is an actual or potential Offeror; a Contractor's participation, as an Offeror or representative of an Offeror, in a procurement where the Contractor has obtained confidential or proprietary information relating to competing Offerors as a result of the Contractor's work on prior contracts; and a Contractor as the orderer of services against this contract.

(c) Definition. For purposes of this clause, the term "Contractor" means: the Contractor; any of the Contractor's parents, affiliates or other entities in which the Contractor or such parents or affiliates have a financial interest; successors in interest to the Contractor or any of its parents or affiliates; proposed consultants or subcontractors at any tier; and employees thereof

(d) Restrictions. The Contractor agrees:

- (1) To remain ineligible to participate in any capacity (including participation as a prime Contractor, subcontractor, or as the representative of another party) in contracts, subcontracts, or proposals therefore (whether solicited or unsolicited) which directly relate to the Contractor's performance of work under this Contract.
- (2) Prior to beginning work on a contract, to execute such Confidentiality Agreements, Statements of Non-Disclosure, or other documents which the Contracting Officer may, in his/her sole discretion, require in order to protect the proprietary nature or confidentiality or information provided by the Government or otherwise received by the Contractor in connection with its work under this Contract.
- (3) As otherwise provided in this Contract, no to accept any compensation or any other form of payment from a broker, potential lessor, or any source other than the Government for services rendered under this Contract, and to employ aggressive strategies to minimize the Government's lease costs where the Contractor would be entitled by common business practice to receive a real estate commission or any form of payment from a broker, potential lessor, or other party, for work performed under this Contract.
- (4) To immediately notify the Contracting Officer or any offer of compensation, other form of payment, or thing of value, made by a broker, potential lessor, or any source other than the Government to the Contractor related to services rendered under this Contract, regardless of whether such offer was made during Contractor's performance of work under a given contract or subsequent to Contractor's completion of work under such contract.
- (5) Prior to the acceptance of a contract request, to immediately notify the Contracting Officer of any potential conflict of interest which would prevent or limit the Contractors ability to perform the work requested.
- (6) To immediately notify the Contracting Officer of any conflict of interest discovered during Contractor's performance of work pursuant to a Government-issued contract; provided that the Contracting Officer shall have the right to impose such restrictions as he/she deems appropriate on Contractor's performance based on the existence of such a conflict or, if the Contracting Officer determines that such restrictions would not adequately address the conflict of interest at issue, to terminate the Contractor's performance of work under the contract at no cost of the Government.
- (7) As otherwise provided in the Contract; that if the Contractor declines to accept a contract request and subsequently participates (either directly or as a representative of another party) in a Government contracting action which was the subject of the contract request, then the fee which the Contractor would have been entitled to receive for such contract work or the fee actually paid by the Government for the contract's performance by another Contractor, whichever is greater, shall be applied toward the Contractor's minimum ordering guarantee.
- (8) That in the event that Contractor knowingly withholds the existence of a conflict of interest from the Government, that the Contracting Officer may terminate this Contract at no cost to the Government and any minimum guarantee(s) otherwise applicable to the Contractor will be forfeited; provided, that the foregoing shall be in addition to all other remedies and caused of action which the Government may have against the Contractor, including the suspension and/or debarment of the Contractor.
- (23) To include this Conflict of Interest clause, including this subparagraph, in all of the Contractor's subcontractors at all tiers (appropriately modified to preserve the

Government's rights hereunder) which involve the performance of work by subcontractors in support of this Contract.

- (24) That, in addition to the remedies enumerated above, the Government may terminate this Contract for cause in the event of the Contractor's breach of any of the above restrictions.
(End of clause)

UNION AFFILIATION

The offeror intends to provide labor required for this contract by employing one of the following (mark appropriate box):

- Union labor. The offeror's Union affiliation is with (list all unions):

International Longshoremen's Association AFL-CIO, San Juan, PR

- Non-union labor.

ASSESSMENT REIMBURSEMENT

Collective bargaining agreements with the longshoremen's union may require the Contractor to pay various tonnage assessments on the cargo handled under this contract. Provisions elsewhere in this contract provide for reimbursement of these assessments at out-of-pocket costs; based on invoices supported by paid receipts. In order to receive such compensation, the Contractor must provide, within thirty (30) days of award, the following information on each assessment:

- a. Title and purpose of assessment;
- b. Reporting and payment responsibility;
- c. Reporting basis (i.e., vessel, monthly);
- d. Basis of assessment (type of cargo);
- e. Amounts of assessment; and
- f. Authority of assessment (union agreement citation).

In support of the above, the Contractor shall include copies of the portion of the collective bargaining agreement or other document providing for the assessment, the document detailing the amount of the assessment and a sample of the receipt which will be used to support the Contractor's invoices. Further, the Contractor shall notify the Contracting Officer promptly, in writing, of any change in these assessments, including copies of documents authorizing the change.
(End of clause)

SPECIAL CERTIFICATIONS

- a. Contractor Certifications
- (1) When materials are furnished from the Contractor's stock in accordance with provisions stated elsewhere in the contract, the invoice shall contain a list of such materials with itemized costs and the following statement: "I certify that charges for materials furnished from previously purchased stocks are not in excess of actual costs." The invoices and statement will be signed by the Contractor.
 - (2) When any out-of-pocket supplies or services are furnished specifically for use under the contract, the **Contractor's** invoice shall be supported with **the supplier's invoice**.
 - (3) If the purchase is made and paid for by a parent or subsidiary firm, a letter explaining the relationship between that firm and the firm paying for the out-of-pocket costs will be sent to the **designated Stevedore Contracting Payment Office** along with the invoice.
- b. Contracting Officer Certification.
- Both out-of-pocket and out-of-stock invoices shall have Contracting Officer Certification indicating prior approval of the quantity and prices.
(End of clause)

COMPENSATION

No services shall be paid for by the Government other than those provided for in this contract.

- a. Basic Rate. Unless provided elsewhere in this contract, the Contractor shall be compensated for performing his routine duties under this contract only at the rates specified in the Schedule of rates.
- b. Rate for Other Services. For non-routine services provided for in this contract the Contractor shall be paid at the rate applicable for such services as specified in the appropriate schedule of this contract.
- c. Mis-shipped or Undocumented Cargo. The Contractor shall not be paid for cargo, both import and export, which is mis-shipped and undocumented. Examples for which this applies include the following:
 - (1) Cargo loaded upon a vessel or stuffed into a SEAVAN (container) without documentation being provided to the Government will not be payable.
 - (2) Properly documented cargo which is directed to the wrong port of discharge or consignee will not be payable.
- d. Deductions for Mis-shipment **or Inaccurate Documentation** of Cargo. The Contractor shall be assessed revenue deductions if the mis-shipment (mis-direction/mis-shipment/mis-consignment) or non-shipment of booked cargo is caused by the Contractor, **in excess of allowable contract performance objectives**. This also applies if cargo is loaded upon a vessel or stuffed into a SEAVAN without documentation being provided to the Government. Contractor's liability within the meaning of this provision shall result in collection of or an adjustment (decrease) to the Contractor's revenue in the sum of \$200.00 for each mis-shipment or non-shipment **or lack of documentation** of a shipment unit (as identified by an individual TCN) caused by the Contractor. This sum shall represent the full demand of the Government upon the Contractor for any and all administrative costs occasioned by the Government as a result of the mis-shipment, non-shipment **or lack of documentation** of cargo.
- e. Mis-shipment (Misdirection) of Cargo. In addition to deduction at paragraph d above, the Contractor shall be held responsible for the mis-shipment (misdirection) of cargo attributable

to Contractor fault. The Contractor shall reimburse the Government for all additional cargo handling, ocean-going, rail, and other transportation costs occasioned the Government by such mis-shipment (mis-direction).

- f. Overtime Rates. The Contractor shall order out personnel for overtime work only with the prior written approval of the Contracting Officer's Representative. When approved by the Contracting Officer's Representative and in accordance with such approval, the Contractor shall be paid for all overtime services, in addition to the applicable commodity rates or man-hour rates, at the overtime differential rates set forth in the applicable schedule of Section B. Overtime periods shall be determined in accordance with prevailing collective bargaining agreements applicable to the Contractor and his employees. Costs associated with overtime payments for extended time and/or daily guarantees provided for by the prevailing collective bargaining agreements and/or which the Contractor elects to pay its labor as a condition of employment shall be included in the commodity rates.
- g. Tonnage Figures and Invoices.
- (1) The basis upon which compensation shall be computed for all cargo loaded or discharged is a measurement ton of 40 cubic feet, or a weight ton of 2,240 pounds. The maximum tonnage for which compensation is to be computed for any single lift shall be 100 revenue tons.
 - (2) The Government shall furnish the Contractor, on a weekly basis, one copy of RIN234100P, Contractor Commodity Vessel/Doc Payment Report, Detail and one copy of RIN2341200P, Contract Commodity Vessel/Dock Payment Report, Summary; or, at the option of the Contracting Officer, the Government will furnish manifests to the Contractor. [to be revised]
 - (3) The Contractor shall meet with the Government weekly to insure:
 - (a) That the activities referenced by contract commodity and quantities indicated on the Contract Commodity Vessel/Dock Payment Report were actually performed.
 - (b) That differences discovered by separate and individual examinations performed by the Government and the Contractor to verify the information recorded on the Contract Commodity Vessel/Dock Payment Report are resolved and corrected.
 - (c) That the Contract Commodity Vessel/Dock Payment Report corrections are annotated and initialed by the Government and Contractor.
 - (4) Invoices for each ship loaded or discharged, including materials used, shall be submitted by the Contractor not less than five (5) days after his receipt of tonnage figures or manifests. Invoices for railcar, truck and materials used therewith, shall be submitted not later than five (5) days after receipt of tonnage figures.
- h. Detention and Minimum Time. Detention and minimum time are payable to the Contractor, in lieu of commodity or extra labor rates specified elsewhere in this contract, at the applicable manhour rates in Schedule III, Section B, subject to the following:
- (1) When a detention occurs prior to or during a commodity operation, the Contractor shall absorb each detention of twenty (20) minutes or less. The Government shall pay the Contractor at detention rates for persons in gangs, including clerks and equipment operators (drivers) for each detention in excess of twenty minutes including the first twenty minutes thereof **DELETE THIS**
 - (2) **Commodity Detentions.** Detentions shall not be authorized for any part of a ship gang that is not required on commodity operations, or when certain classes of labor on

commodity operations are required to stand by because of another class of labor performing a commodity operation.

- (3) **Extra Labor Detentions.** When a detention occurs prior to or during an extra labor operation, the Government shall pay the Contractor on a detention rate basis for the time of each detention. In the event part of a gang is required to perform an extra labor operation, the balance of the gang standing by shall be paid for at detention rates. In the event certain classes of labor are required to standby because of another class of labor performing an extra labor operation, such certain classes of labor shall be paid at detention rates.
 - (4) **Minimum Time.** Minimum time shall be payable to the Contractor when work fails to materialize or when work is completed prior to the minimum time and shall not be payable (i) for checkers working in conjunction with longshoremen until completion of the longshoremen's commodity activity; and (ii) for any part of a gang not required on a commodity activity.
 - (5) Payment for detention time or minimum time will be computed to the nearest 5 minute multiple.
 - (6) If any detention or minimum time is due to the fault of the Contractor or the failure of the Contractor to order out sufficient personnel to comply with the instructions of the Contracting Officer, the entire time resulting there from shall be at the expense of the Contractor. In the event the Contractor hires more men than are required, any detention time or minimum guaranteed time there from shall be at the expense of the Contractor.
 - (7) When ship operations require discharging of cargo under Schedules IA2 and IA4 prior to the loading of cargo under the Schedules IA1 and IA3 and carpenters are required to standby due to another class of labor performing a discharge operation, the Government shall pay the Contractor at the detention rate for carpenters for such detention. At the commencement of the loading operation, the provision of (2) shall prevail.
 - (8) The Contractor will be reimbursed for minimum guarantee payments during overtime periods in accordance with applicable collective bargaining agreements.
- i. **Additional Payments.**
- (1) When the Contractor is required by collective bargaining agreements to make additional payments to employees, such as for cargo penalties, premium payments, transportation, automobile mileage, penalty or penalty overtime differential, explosive penalty, and third shift differential and other allowances, the Contractor shall be compensated therefor, at out-of-pocket costs.
 - (25) When the Contractor is directed by the Contracting Officer to furnish stevedore-related equipment, materials, and/or services for which payment is not otherwise specified in this contract, the Contractor will be compensated therefor at out-of-pocket costs unless such direction is necessitated due to Contractor fault or negligence.
- j. **Hardship.**
- (1) The Contractor shall bring to the attention of the Contracting Officer, in advance of work if possible, but no later than **the end of operation**, any unusual ship loading and/or discharging operations, the performance of which shall work a hardship upon the Contractor. Hardship claims shall be submitted to the Contracting Officer within ten (10) working days of the vessel sailing date.

- (2) If the Contracting Officer determines that due to unusual ship, dock, **rail, truck** or cargo conditions, the loading or unloading of any particular cargo at the basic commodity rates shall work a hardship upon the Contractor, he may so certify in writing and authorize compensation to the Contractor for loading or unloading such cargo at the applicable man- hour rates set forth in Section B.

[Paragraph j is a duplicate of the earlier Hardship clause.]

k. Mechanization (Containerization) Payments.

- (1) Payments. The rates set forth in the schedules for this contract do not contain any charges or allowances for containerization or mechanization assessments. Payments to the Contractor by the Government for such charges or assessments shall (i) be in addition to any other payments provided for in the contract; (ii) be made upon receipt of the Contractor's invoice; and (iii) not be in excess of, or more frequent than, the periodic charges or assessments to the Contractor attributable exclusively to the performance of this contract.

- (26) Sharing of Benefits. The Contractor agrees to institute labor saving procedures or devices as authorized in pertinent labor/management agreements and make a report of same related to cost savings. In those instances where such device or procedure results in a reduction in the cost of performance of this contract, the parties shall negotiate the amount of such cost reduction and such agreements shall be set forth in a written modification to the contract which shall further state the effective date of contract operations when said cost reduction(s) became applicable. The parties agree that the amount of cost reductions so agreed upon shall be shared between them in the following manner:

- (a) The total amount of said cargo reductions shall be computed for each pay cycle month on a non-cumulative basis.
- (b) The distribution of the computed monthly cost reduction dollars shall be on the basis of 60% to the Government and 40% to the Contractor. The Government's share of this distribution shall be paid to the Government as follows:

1. Amount up to, but not exceeding, the amount invoiced by the Contractor for the same month pursuant to subparagraph k(1) of this clause shall be credited as an offset to such Contractor invoices.

2. Any balance of the Government's share of the monthly cost reduction dollars remaining and which have not been credited against Contractor invoices in accordance with subparagraph k (2)(b) 1 shall be paid to the Government as credit and offset against other sums due to the Contractor under his Contract, or in such manner as agreed between by the Contracting Officer and the Contractor. (End of Clause)

PERIOD OF PERFORMANCE

This contract covers a performance period of two (2) years commencing 15 March 2003 through 14 March 2005; provided, however that any work started before and not completed by the expiration of this contract shall be governed by the terms of this contract until completed unless otherwise directed by the Contracting Officer.

(End of Clause)

OPTION OF EXTENDED PERFORMANCE

The Government has the option to extend the term of performance by a period not to exceed 6 months as set forth in the clause FAR 52.217-8, Option to Extend Services, of this contract. Any extension to the contract will be at the rates in effect on the effective date of the extension.

PLACE OF PERFORMANCE

The place of performance is at the Military Traffic Management Command (MTMC) 832nd Transportation Battalion, Puerto Rico, Guaynabo, Puerto Rico; the US Naval Station Roosevelt Roads, Cieba, PR; and all commercial ports on the Island of Puerto Rico in support of the Military Traffic Management Command (MTMC) 832nd Transportation Battalion, Puerto Rico, Guaynabo.

PLACEMENT OF ORDERS

Delivery orders will be issued by HQ, MTMC, ATTN: MTAQ-TS, 200 Stovall St., Room 12S45, Alexandria, VA 22332-5000 IAW FAR 52.216 - 18, Ordering clause.

ASSIGNMENT OF CONTRACT FOR ADMINISTRATION

The Contract Administration Office, 832nd U.S. Army Transportation Battalion, ATTN: Nilsa Molina, 39 Frances Street (Amelia industrial Park), Guaynabo, PR 00968 will perform contract administration for the contract.

The ACO does not have the authority to change any of the terms and conditions of this contract. Changes within the scope of work will be made only by the procuring Contracting Officer by properly signed written modification of the contract.

The Contract Administration office may be reached on telephone number (787) 749-4332/4329).

POINT OF CONTACT

The HQ MTMC point of contact established to assist the Contractor in contractual matters arising under this contract is Alan Kartchner in the Transportation Information Management and Terminal Services Division, PH: (703) 428-2495 or via e-mail kartchnera@mtmc.army.mil.