

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER		PAGE 1 OF 82	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER DAMT01-03-R-0049	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME VALERIE MILLS		b. TELEPHONE NUMBER (No Collect Calls) 703-428-2083		6. SOLICITATION ISSUE DATE 20-Aug-2003	
9. ISSUED BY MILITARY TRAFFIC MANAGEMENT COMMAND MTAQ-D DOMESTIC TRANSPORTATION DIV RM 12S45, 200 STOVALL ST. ALEXANDRIA VA 22332-5000 TEL: 703-428-3204 FAX: 703-428-3362		CODE MT01B8		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUSINESS <input type="checkbox"/> 8(A) SIC: SIZE STANDARD:		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/> 13b. RATING 14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP	
15. DELIVER TO SEE SCHEDULE		CODE		16. ADMINISTERED BY		CODE	
17a. CONTRACTOR/ OFFEROR TEL.		CODE		18a. PAYMENT WILL BE MADE BY		CODE	
FACILITY CODE		CODE		17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>			
18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM							
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/ SERVICES		21. QUANTITY		22. UNIT	
		SEE SCHEDULE				23. UNIT PRICE	
						24. AMOUNT	
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT	
27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <input checked="" type="checkbox"/> TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN. 1 COPIES				29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR			31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			31c. DATE SIGNED	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) TEL: EMAIL:			
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED			33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		34. VOUCHER NUMBER		35. AMOUNT VERIFIED CORRECT FOR
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE		32c. DATE		36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		37. CHECK NUMBER	
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT			38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER		40. PAID BY
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE		42a. RECEIVED BY (Print)			
				42b. RECEIVED AT (Location)			
				42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS	

AUTHORIZED FOR LOCAL REPRODUCTION

STANDARD FORM 1449 (10-95)
Prescribed by GSA
FAR (48 CFR) 53.212

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001	See Pricing Schedule/ Estimated Shipment FFP (Base Year) - In accordance with the Performance Work Statement (PWS). Provide Transportation Service needs of Defense Logistics Agency(DLA) for its movement of Surface Small Package shipments within CONUS and all origin and destination points as indicated in the Pricing Schedule (Attachment 1) that is posted separately on the MTMC website.	1	Lot		

MAX
NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
000101	Origin I (DDSP) Base Year FFP Origins: Defense Distribution Center Susquehanna, PA (DDSP)-New Cumberland Facility- Mechanicsburg Facility Destinations: CONUS	UNDEFINED	Lot		

MAX
NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
000102	Origin II (DDJC) Base Year FFP Origins: Defense Distribution Depot San Joaquin, CA (DDJC)- Sharpe Facility, - Tracy Facility Destinations: CONUS	UNDEFINED	Lot		

MAX
NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX	UNIT	UNIT PRICE	MAX AMOUNT
000103	Origin III (all other depots)	QUANTITY UNDEFINED	Lot		
	Base Year				
	FFP				
	Origins:				
	Defense Distribution Depot Anniston, AL (DDAA)				
	Defense Distribution Depot Richmond, VA (DDRV)				
	Defense Distribution Depot Barstow, CA (DDBC)				
	Defense Distribution Depot San Diego, CA (DDDC)				
	Defense Distribution Depot Jacksonville, FL (DDJF)				
	Defense Distribution Depot Albany, GA (DDAG)				
	Defense Distribution Depot Warner Robins, GA (DDWG)				
	Defense Distribution Depot Cherry Point, NC (DDNC)				
	Defense Distribution Depot Corpus Christi, TX (DDCT)				
	Defense Distribution Depot Norfolk, VA (DDNV)				
	Defense Distribution Mapping Agency, Richmond, VA (DDMA)				
	Defense Distribution Depot Hill, UT (DDHU)				
	Defense Distribution Depot Puget Sound, WA (DDPW)				
	Defense Distribution Depot Red River, TX (DDRT)				
	Defense Distribution Depot Tobyhanna, PA (DDTP)				
	Defense Distribution Depot Oklahoma City, OK (DDOO)				
	Defense Distribution Depot Columbus, OH (DDCO)				

Destinations: All points in the Continental United States (CONUS)

MAX
NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002 OPTION	See Pricing Schedule/ Estimated Shipment FFP (Option Year 1) - In accordance with the Performance Work Statement (PWS). Provide Transportation Service needs of Defense Logistics Agency(DLA) for its movement of Surface Small Package shipments within CONUS and all origin and destination points as indicated in the Pricing Schedule (Attachment 1) that is posted separately on the MTMC website.	1	Lot		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
000201 OPTION	Origin I (DDSP) - Option Year (1) One FFP Origins: Defense Distribution Center Susquehanna, PA (DDSP)-New Cumberland Facility- Mechanicsburg Facility Destinations: CONUS	UNDEFINED	Lot		

MAX
NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
000202 OPTION	Orign II (DDJC)-Option Year (1) One FFP Origins: Defense Distribution Depot San Joaquin, CA (DDJC)- Sharpe Facility, - Tracy Facility Destinations: CONUS	UNDEFINED	Lot		

MAX
NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
000203 OPTION	Origin III (All other depots) FFP Origins: - Option Year-One (1) Defense Distribution Depot Anniston, AL (DDAA) Defense Distribution Depot Richmond, VA (DDRV) Defense Distribution Depot Barstow, CA (DDBC) Defense Distribution Depot San Diego, CA (DDDC) Defense Distribution Depot Jacksonville, FL (DDJF) Defense Distribution Depot Albany, GA (DDAG) Defense Distribution Depot Warner Robins, GA (DDWG) Defense Distribution Depot Cherry Point, NC (DDNC) Defense Distribution Depot Corpus Christi, TX (DDCT) Defense Distribution Depot Norfolk, VA (DDNV) Defense Distribution Mapping Agency, Richmond, VA (DDMA) Defense Distribution Depot Hill, UT (DDHU) Defense Distribution Depot Puget Sound, WA (DDPW) Defense Distribution Depot Red River, TX (DDRT) Defense Distribution Depot Tobyhanna, PA (DDTP) Defense Distribution Depot Oklahoma City, OK (DDOO) Defense Distribution Depot Columbus, OH (DDCO)	UNDEFINED	Lot		

Destinations: All points in the Continental United States (CONUS)

MAX
NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0003 OPTION	See Pricing Schedule/ Estimated Shipment FFP Option Year -Two (2) - In accordance with the Performance Work Statement (PWS). Provide Transportation Service needs of Defense Logistics Agency(DLA) for its movement of Surface Small Package shipments within CONUS and all origin and destination points as indicated in the Pricing Schedule (Attachment 1) that is posted separately on the MTMC website.)	1	Lot		

MAX
NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
000301 OPTION	Origin I (DDSP) Option Year Two (2) FFP Origins: Defense Distribution Center Susquehanna, PA (DDSP)-New Cumberland Facility- Mechanicsburg Facility Destinations: CONUS	UNDEFINED	Lot		

MAX
NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
000302 OPTION	Origin II (DDJC) OptionYear Two(2) FFP Origins: Defense Distribution Depot San Joaquin, CA (DDJC)- Sharpe Facility, - Tracy Facility Destinations: CONUS	UNDEFINED	Lot		

MAX
NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
000303 OPTION	Origin III (All other depots) FFP Origins:- Option Year Two(2) Defense Distribution Depot Anniston, AL (DDAA) Defense Distribution Depot Richmond, VA (DDRV) Defense Distribution Depot Barstow, CA (DDBC) Defense Distribution Depot San Diego, CA (DDDC) Defense Distribution Depot Jacksonville, FL (DDJF) Defense Distribution Depot Albany, GA (DDAG) Defense Distribution Depot Warner Robins, GA (DDWG) Defense Distribution Depot Cherry Point, NC (DDNC) Defense Distribution Depot Corpus Christi, TX (DDCT) Defense Distribution Depot Norfolk, VA (DDNV) Defense Distribution Mapping Agency, Richmond, VA (DDMA) Defense Distribution Depot Hill, UT (DDHU) Defense Distribution Depot Puget Sound, WA (DDPW) Defense Distribution Depot Red River, TX (DDRT) Defense Distribution Depot Tobyhanna, PA (DDTP) Defense Distribution Depot Oklahoma City, OK (DDOO) Defense Distribution Depot Columbus, OH (DDCO)	UNDEFINED	Lot		

Destinations: All points in the Continental United States (CONUS)

MAX
NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0004 OPTION	See Pricing Schedule/ Estimated Shipment FFP Option Year Three(3) - In accordance with the Performance Work Statement (PWS). Provide Transportation Service needs of Defense Logistics Agency(DLA) for its movement of Surface Small Package shipments within CONUS and all origin and destination points as indicated in the Pricing Schedule (Attachment 1) that is posted separately on the MTMC website.	1	Lot		

MAX
NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
000401 OPTION	Origin I (DDSP)- Option Year Three(3) FFP Origins: Defense Distribution Center Susquehanna, PA (DDSP)-New Cumberland Facility- Mechanicsburg Facility Destinations: CONUS	UNDEFINED	Lot		

MAX
NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
000402 OPTION	Origin II (DDJC) - Option Year Three(3) FFP Origins: Defense Distribution Depot San Joaquin, CA (DDJC)- Sharpe Facility, - Tracy Facility Destinations: CONUS	UNDEFINED	Lot		

MAX
NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000403 OPTION	Origin III (All other depots) FFP Origins: - Option Year Three(3) Defense Distribution Depot Anniston, AL (DDAA) Defense Distribution Depot Richmond, VA (DDRV) Defense Distribution Depot Barstow, CA (DDBC) Defense Distribution Depot San Diego, CA (DDDC) Defense Distribution Depot Jacksonville, FL (DDJF) Defense Distribution Depot Albany, GA (DDAG) Defense Distribution Depot Warner Robins, GA (DDWG) Defense Distribution Depot Cherry Point, NC (DDNC) Defense Distribution Depot Corpus Christi, TX (DDCT) Defense Distribution Depot Norfolk, VA (DDNV) Defense Distribution Mapping Agency, Richmond, VA (DDMA) Defense Distribution Depot Hill, UT (DDHU) Defense Distribution Depot Puget Sound, WA (DDPW) Defense Distribution Depot Red River, TX (DDRT) Defense Distribution Depot Tobyhanna, PA (DDTP) Defense Distribution Depot Oklahoma City, OK (DDOO) Defense Distribution Depot Columbus, OH (DDCO)	UNDEFINED	Lot		

Destinations: All points in the Continental United States (CONUS)

NET AMT

FOB: Destination

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	N/A	N/A	N/A	Government
000101	N/A	N/A	N/A	Government
000102	N/A	N/A	N/A	Government
000103	N/A	N/A	N/A	Government
0002	N/A	N/A	N/A	Government
000201	N/A	N/A	N/A	Government
000202	N/A	N/A	N/A	Government
000203	N/A	N/A	N/A	Government
0003	N/A	N/A	N/A	Government
000301	N/A	N/A	N/A	Government
000302	N/A	N/A	N/A	Government
000303	N/A	N/A	N/A	Government
0004	N/A	N/A	N/A	Government
000401	N/A	N/A	N/A	Government
000402	N/A	N/A	N/A	Government
000403	N/A	N/A	N/A	Government

PERFORMANCE WORK STATEMENT

SPECIAL NOTES TO OFFERORS

1. HQ, Military Traffic Management Command (MTMC), is releasing this solicitation electronically only. This on-line version of the Request for Proposal (RFP) is the official version for this acquisition. In cases of conflict between the electronic (on-line) version of this RFP and any downloaded version of the RFP, the on-line RFP prevails. No hard copy of this solicitation will be issued. Offerors are encouraged to check the Federal Business Opportunities (FEDBIZOPS) website at <http://www.fedbizops.gov> for any amendments to this solicitation as well as the MTMC website. Amendments, if any, will be posted at this site. All updated information pertaining to this solicitation will be listed.

2. Pre-proposal Conference - Prospective Offerors are advised that the Government will conduct a Pre-Proposal Conference on or about 10 September 2003 in the Alexandria VA area. The Government will provide the exact date, time, and location once established by the issuance of a subsequent amendment to this solicitation. As seating may be limited Companies must provide the names, titles, phone number and e-mail addresses of attendees no later than 26 August 03 to Valerie Mills or Raymond Jones. All questions pertaining to this solicitation should be submitted in writing to Ms. Valerie Mills, Contract Specialist, Phone: (703) 428-2083, Fax: (703) 428-3362, or E-mail: millsv@mtmc.army.mil. The contracting officer for this project is Mr. Raymond A. Jones, Phone: (703) 428-2034, Fax: (703) 428-3362, or E-mail: jonesray@mtmc.army.mil.

4. Commodities offered in this solicitation may include the transporting of hazardous material (HAZMAT). The requirement to transport HAZMAT is "Not" mandatory. Those carriers electing to transport HAZMAT in accordance with the terms and conditions of this solicitation should submit their HAZMAT Certification upon submission of their proposal.

5. Accessorials may be added or changed by the Government in accordance with the Changes Clause.
6. The Government reserves the right to incorporate additional quantities or additional points of origin at a later date as required in support of the DLA mission.
7. PWS Paragraph C.4.6.3 Web-Based Tracking – The offeror must have web based tracking in place at time of proposal submission.
8. PWS Paragraph C.4.6.4 GTN Input - The Contractor must be GTN Input compliant within 90 days of contract award.
9. The guaranteed minimum to be ordered is established at 5% of the total base year price for each Indefinite Delivery/Indefinite Quantity contract awarded.

CLAUSES INCORPORATED BY FULL TEXT AND BY REFERENCE

52.212-1 INSTRUCTIONS TO OFFERORS -- COMMERCIAL ITEMS (OCT 2000)

(a) *North American Industry Classification System (NAICS) code and small business size standard.* The NAICS code and small business size standard for this acquisition is 484121. However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, \$21,500,000.

(b) *Submission of offers.* Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show –

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) "Remit to" address, if different than mailing address;
- (8) A completed copy of the representations and certifications at FAR 52.212-3;
- (9) Acknowledgment of Solicitation Amendments;
- (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
- (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) *Period for acceptance of offers.* The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) *Product samples.* When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) *Multiple offers.* Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) *Late submissions, modifications, revisions, and withdrawals of offers.*

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)

(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and-

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) *Contract award (not applicable to Invitation for Bids)*. The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) *Multiple awards*. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) *Availability of requirements documents cited in the solicitation*.

(1)

(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--

GSA Federal Supply Service Specifications Section
Suite 8100
470 L'Enfant Plaza, SW
Washington, DC 20407
Telephone (202) 619-8925
Facsimile (202) 619-8978).

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) The DoD Index of Specifications and Standards (DoDISS) and documents listed in it may be obtained from the—

Department of Defense Single Stock Point (DoDSSP)
Building 4, Section D
700 Robbins Avenue
Philadelphia, PA 19111-5094
Telephone (215) 697-2667/2179
Facsimile (215) 697-1462.

(i) Automatic distribution may be obtained on a subscription basis.

(ii) Order forms, pricing information, and customer support information may be obtained-

(A) By telephone at (215) 697_2667/2179; or

(B) Through the DoDSSP Internet site at <http://assist.daps.mil>.

(3) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication or maintenance.

(j) *Data Universal Numbering System (DUNS) Number*. (Applies to offers exceeding \$25,000.) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address. If the offeror does not have a DUNS number, it should

contact Dun and Bradstreet to obtain one at no charge. An offeror within the United States may call 1-800-333-0505. The offeror may obtain more information regarding the DUNS number, including locations of local Dun and Bradstreet Information Services offices for offerors located outside the United States, from the Internet home page at <http://www.customerservice@dnb.com>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.

(End of Provision)

ADDENDUM TO FAR 52.212-1 INSTRUCTION TO OFFERORS - - COMMERCIAL ITEMS (OCTOBER 2000)

1. Addendum to Paragraph (b) Submission of offers. In addition to those requirements as stated in paragraph (b), the following are added and shall apply to the submission requirements in response to this solicitation:

(1) Proposal Format - All offerors must submit written proposal materials as described below and in the quantities of each volume as stated. In addition, the Offeror should also provide an electronic version of its technical and price proposal on Microsoft compatible 3.5-inch 1.4 MB diskette(s) or 650 MB CD-Rom (CD-R) in Microsoft Word and Excel format. Pricing information must be on separate disk(s) from the technical information. In the case of a conflict between the electronic and the hard copy, the hard copy will be considered the correct version.

Volume I - Contracting/Pricing Volume - (Submit 1 with original documents, and 2 copies): Contracting/Pricing Volume will be submitted separately with all executed RFP Documents. Prices will be evaluated for reasonableness. Instructions for preparation of the Contracting/Pricing Proposal are provided at Paragraph (2) (Proposal Composition Requirements and instructions) below.

Volume II – Technical Capability (Submit 5 copies) - The Technical Capability Statement will consist of a 50 page or less document that outlines the company’s concept of operations, to include its skills and capability to meet the requirements of this acquisition. Offerors must demonstrate capability and experience in the areas of; understanding of the work, management of operations, and quality control as described in Paragraph (2) (Proposal Composition Requirements and instructions) below. The Technical Capability Statement will be evaluated against the criteria listed under Evaluation Factors in the addendum to FAR 52.212-2, Evaluation, Commercial Items.

Volume III - Past Performance Information (Submit 5 copies) - The offeror must submit Past Performance Documentation in accordance with instructions as described in Paragraph (2) (Proposal Composition Requirements and instructions) below.

Volume IV – Subcontracting Plan (Applicable To Large Businesses Only) – A large business must submit their Subcontracting Plan in accordance with FAR 52.219-9, Small Business Subcontracting Plan, as described in Paragraph (2) (Proposal Composition Requirements and instructions) below.

(2) Proposal Composition Requirements and Instructions

Volume I – Contracting/Pricing Volume:

1. The Contracting/Pricing Volume shall consist of the OFFER (the solicitation document as completed and signed to include, as a minimum, the pricing sheet /schedule B, Attachment 1, filled in for the base year (one year) and all option years (three-one year options) and all certifications required. All quantities of shipments shown in the Schedule are estimates, and the government is under no obligation to procure the estimated amounts given. The guaranteed minimum is 5% of the total base year price and the maximum shall not exceed 110% of the estimated base year price.

2. The offerors are cautioned that no reference to proposed price(s) shall be made in any other volumes but volume I.

3. Offerors shall comply with all requirements of the proposal submission instructions. Deviations shall be fully explained; however, inclusion of price/cost in documents other than the Price Proposal is not an acceptable deviation.

Volume II – Technical Capability:

1. The Government will evaluate the Offeror's technical capability to determine the degree to which the information provided by the offeror in its proposal demonstrates the offeror's ability to manage, supervise, and perform in accordance with the contract requirements and the sub factors listed below:

a. Area, Understanding of the Work - As a minimum, the offeror should include in its discussions:

- Demonstrate a complete knowledge and understanding of the required services

b. Area, Management of Operations – As a minimum, the offeror should include in its discussions:

- Managerial and supervisory ability of key personnel
- Operational controls and lines of authority for coordination and interface with the Government
- Necessary staffing
- How it will maintain or exceed customer expectations including identification and correction of problems.
- How the offeror will maintain or exceed customer expectations
- How the offeror will identify and correct problems.

c. Area, Quality Control (QCP) – As a minimum, the offeror's QCP should include in its discussions:

- A demonstration of the offeror's ability to provide the oversight necessary to ensure compliance with all contract requirements
- A demonstration of the offeror's ability to provide the measurements and reporting processes needed to ensure compliance with all contract requirements
- Address all elements in the PWS and Performance Requirements Summary
- Include a comprehensive and effective Safety and Security programs that complies with all contract safety and security requirements

Volume III - Past Performance Information

1. The offeror shall provide contract references (preferably, at least five) both for itself and for any major subcontractor to enable the Government to assess the quality of the offeror's/major subcontractor's past performance. A major subcontractor is a subcontractor that is expected to perform at least 25% of the work under this contract. The referenced contracts shall be similar in scope, magnitude and complexity to that contemplated in this RFP. The contracts must have been completed within the last three years or (if still ongoing) have been performed for at least one year. The following information shall be included for each contract:

- Name and address of contracting activity, state or local government agency or commercial customer.
- Contract type (fixed price/cost reimbursement)
- Contract value
- Brief description of services required under the contract, including performance location(s) and performance period.

- Name and telephone number of individual (administrative contracting officer/ program manager) able to provide information about offeror's past performance.

Volume IV – Subcontracting Plan (Applicable To Large Businesses Only) – A large business must submit their Subcontracting Plan in accordance with FAR 52.219-9. The subcontracting goals established for DLA SSP Contracts are listed by percentage below. The percentages are based on the dollar value of services performed in the United States, Puerto Rico and any U.S. territory.

SUBCONTRACTING GOALS

SMALL BUSINESS *	23%
Small Disadvantage Business	5%
Women-Owned Small Business	5%
HUB Zones Small Business	3%
Service-Disabled Veteran-Owned Small Business	3%

*Categories listed under Small Business are included in the 23% goal (subset)

(3) Proposal preparation costs – This Request for Proposal does not commit the Government to pay any costs incurred in the preparation and submission of your proposal or in making any necessary studies for the preparation thereof, or for any visit the Contracting officer may request for the purpose of clarification of the proposal or for preparation of negotiations. By the submission of its offer, the offeror assumes all cost associated.

(4) Pre-proposal Conference - Prospective Offerors are advised that the Government will conduct a Pre-Proposal Conference on or about 10 September 2003. The Government will provide the exact date, time, and location once established by the issuance of a subsequent amendment to this solicitation. As seating may be limited Companies must provide the names, titles, phone number and e-mail addresses of attendees no later than 26 August 03 to Valerie Mills or Raymond Jones. All questions pertaining to this solicitation should be submitted in writing to Ms. Valerie Mills, Contract Specialist, Phone: (703) 428-2083, Fax: (703) 428-3362, or E- mail: millsv@mtmc.army.mil. The contracting officer for this project is Mr. Raymond A. Jones, Phone: (703) 428-2034, Fax: (703) 428-3362, or E-mail: jonesray@mtmc.army.mil.

(5) The completion and submission to the government of the above items will constitute an offer and will communicate the offeror's unconditional assent to all terms and conditions of this RFP, including the Performance Work Statement and any attachments hereto and documents incorporated by reference. Acceptance of an offer will create a binding contract.

2. Addendum to Paragraph (c) *Period for acceptance of offers*: This paragraph (c) is changed to read as follows: The Offeror agrees to hold the prices in its offer firm for 120 calendar days from the date specified for receipt of offers, unless another time period is specified in an amendment to the solicitation.

3. Addendum to Paragraph (e) *Multiple offers*. This paragraph (e) is changed to read as follows: Multiple offers presenting alternative terms and conditions will not be accepted.

4. Addendum to Paragraph (h) *Multiple awards*. This paragraph (h) is changed to read as follows: The Government may accept any item (Origin Point) or group of items (Origin Points) of an offer. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

End of Addendum to 52.212-1

52.212-2 EVALUATION – COMMERCIAL ITEMS (JAN 1999)

1. Basis Of Award. Award of a contract will be an integrated assessment of the stated evaluation factors. Multiple awards will be made to the two technically acceptable low offers at each of the three origins.

2. Proposal Evaluation:

a. Careful, full, and impartial consideration will be given to all proposals received in response to this RFP. The evaluation factors as outlined in the RFP will be applied in an identical manner to each proposal.

b. Except for price, an adjective rating of acceptable or unacceptable has been established for evaluation purposes. The Contracting Officer may request additional information, clarification, or correction of an offeror's proposal in order to assure a sound impartial evaluation and to ascertain the true merit of the proposal.

c. The Contracting Officer will make the final determination as to which proposals are in the competitive range in accordance with FAR 15.306 (c). The competitive range shall be determined on the basis of the evaluation factors as stated in this solicitation and shall include all proposals which have a reasonable chance of being selected for award. The initial number of proposals considered as being within the competitive range may be reduced when, as a result of written or oral discussions, any such proposal has been determined to no longer have a reasonable chance of being selected for award.

d. The evaluation process specific to this acquisition is outlined below:

(1) Submission of Documentation: Documentation shall include, (a) technical capability(b) past performance, (c) price proposal. The technical capability statement shall outline the company's skills and capabilities in meeting the requirements of the acquisition. Relevant areas shall be addressed as outlined under FAR Part 52.212-2 Addendum to the solicitation.

(2) Evaluation of Proposals to determine the lowest priced proposals meeting or exceeding the acceptability standards for non-cost factors. Although award may be made without negotiations, the Contracting Officer reserves the right to conduct negotiations as outlined in FAR 15.306.

(3) Evaluation of Final Proposal Revisions: The Final Proposal Revision (FPR), if any, shall be in written form and will be in terms of direct reply to the issues and problem areas raised during discussions. FPR also affords the offeror the opportunity to submit any other changes to the proposal. The FPR will be evaluated against the same evaluation factors, as was the initial proposal.

(4) An adjectival rating of acceptable or unacceptable assigned to a proposal within the competitive range may be revised by any additional information or data provided during discussions and in response to the request for FPR.

3. Evaluation Factors:

a. Award will be made to the offerors whose proposal offers the best price to the government meeting or exceeding acceptability standards for the below evaluation factors. All non-price factors are considered equal. As such, price will be the deciding factor.

- Technical Capability

- Past Performance

- Price

Technical Capability is divided into three sub-factors: (1) Understanding of the Work (2) Management of Operations and (3) Quality Control.

Past Performance contains three sub-factors which are of equal important to each other: (1) Quality of Service (2) Timeliness of Performance and (3) Business Practices/Customer Satisfaction.

b. Factor 1, Technical Capability: The Government will evaluate the Offeror's technical capability to determine the degree to which the information provided by the offeror in its proposal demonstrates the offeror's ability to manage, supervise, and perform in accordance with the contract requirements and the sub factors listed below

(1) Sub-Factor A, Understanding of the Work: Demonstrated knowledge and understanding of the required services.

(2) Sub-Factor B: Management of Operations: Demonstrated - managerial and supervisory ability of key personnel, operational controls, lines of authority for coordination and interface with the Government, necessary staffing, how it will maintain or exceed customer expectations including identification and correction of problems.

(3) Sub-Factor C: Quality Control (QCP): The QCP must demonstrate the contractor's ability to provide oversight, measurements, and reporting processes to ensure compliance with all contract requirements. The QCP must include all elements in the PWS and Performance Requirements Summary; to include a comprehensive and effective Safety and Security programs that complies with all contract safety and security requirements.

c. Factor 2, Past Performance: The offeror shall provide contract references (preferably, at least five) both for itself and for any major subcontractor to enable the Government to assess the quality of the offeror's/major subcontractor's past performance. A major subcontractor is a subcontractor that is expected to perform at least 25% of the work under this contract. The referenced contracts shall be similar in scope, magnitude and complexity to that contemplated in this RFP. The contracts must have been completed within the last three years or (if still ongoing) have been performed for at least one year. The following information shall be included for each contract:

- Name and address of contracting activity, state or local government agency or commercial customer.
- Contract type (fixed price/cost reimbursement)
- Contract value
- Brief description of services required under the contract, including performance location(s) and performance period.
- Name and telephone number of individual (administrative contracting officer/ program manager) able to provide information about offeror's past performance.

The Government may elect not to contact all the references provided by the offeror. The Government also may contact references other than those provided by the offeror. The offeror's failure to provide a sufficient number of references that can be contacted may result in the inability of the Government to assess the quality of the offeror's past performance.

The following are the Past Performance sub-factors:

(1) Sub-Factor A, Quality of Service: Will be evaluated for the offeror's record of conforming to specifications and providing quality services.

(2) Sub-Factor B, Timeliness of Performance: Will be evaluated for the offeror's ability to meet contractual performance schedules.

(3) Sub-Factor C, Business Practices/Customer Satisfaction: Will be evaluated

for the conduciveness of offeror's business practices to ensure a cooperative and frictionless relationship with its customers.

d. Factor 3, Price: The price for Origin I, II, and III will be evaluated separately. 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.

4. Evaluation Of Options: Except when determined not to be in the Government's best interests (FAR Part 52.212.2(b)), the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

5. Small Business Subcontracting Plan: The Government will evaluate sub-contracting plans to ensure its compliance with the requirements of FAR 52.219-9, Small Business Subcontracting Plan. Past performance of contractor's goals and plans may also be evaluated for compliance.

6. Award on Initial proposals: The contracting officer retains the right to evaluate offers and make award without discussions with offerors. Therefore offerors are encouraged to insure that initial proposals contain the offeror's most favorable terms and reflect its best possible performance potential.

7. Discussion/Negotiations: The Contracting Officer may clarify all information submitted in response to the solicitation as necessary to evaluate the proposals, and notwithstanding these clarifications, the Contracting Officer still retains the right to award without discussions.

(End of Provision)

52.212-3 - OFFEROR REPRESENTATIONS AND CERTIFICATIONS -- COMMERCIAL ITEMS (June 2003) With ALTERNATE I (April 2002)

(a) *Definitions.* As used in this provision:

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

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

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

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

"Service-disabled veteran-owned small business concern"-

(1) Means a small business concern-

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(3) *Taxpayer Identification Number (TIN)*.

TIN: _____.

TIN has been applied for.

TIN is not required because:

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

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization*.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR 1.6049-4;

Other _____

(5) *Common parent*.

Offeror is not owned or controlled by a common parent;

Name and TIN of common parent:

Name _____.

TIN _____.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(Check one of the following):

Number of Employees	Average Annual Gross Revenues
___ 50 or fewer	___ \$1 million or less
___ 51-100	___ \$1,000,001-\$2 million
___ 101-250	___ \$2,000,001-\$3.5 million
___ 251-500	___ \$3,500,001-\$5 million
___ 501-750	___ \$5,000,001-\$10 million
___ 751-1,000	___ \$10,000,001-\$17 million
___ Over 1,000	___ Over \$17 million

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

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

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

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

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

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

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

(ii) It ___ is, ___ is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [*The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.*]

Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c)(9) of this provision.)

[*The offeror shall check the category in which its ownership falls*]:

___ Black American

___ Hispanic American

___ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians)

___ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru)

___ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal)

___ Individual/concern, other than one of the preceding

(d) *Representations required to implement provisions of Executive Order 11246-*

(1) *Previous contracts and compliance.* The offeror represents that-

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

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

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

(i) It ___ has developed and has on file, o has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

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

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

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

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

(2) Foreign End Products:

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

[List as necessary]

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

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

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

(ii) The offeror certifies that the following supplies are NAFTA country end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act-North American Free Trade Agreement-Israeli Trade Act":

NAFTA Country or Israeli End Products:

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

[List as necessary]

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

Other Foreign End Products:

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

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. (2) Buy American Act-North American Free Trade Agreements-Israeli Trade Act Certificate, Alternate I (May 2002). If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

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

Line Item No.

[List as necessary]

(3) Buy American Act-North American Free Trade Agreements-Israeli Trade Act Certificate, Alternate II (May 2002). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

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

Canadian or Israeli End Products:

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

[List as necessary]

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

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

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

Other End Products:

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

[List as necessary]

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

(h) *Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549)*. (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals-

- (1) Are, are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and
- (2) Have, have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
- (3) Are, are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

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

(1) *Listed end products.*

Listed End Product	Listed Countries of Origin
_____	_____
_____	_____

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

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

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

(End of provision)

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

(a) *Inspection/Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights –

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(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.

(g) *Invoice.*

(1) 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.

(2) 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 which 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 which 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 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)

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

a. Para (c) Changes. Paragraph (c) is changed to read as follows:

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties except for items delineated in the contract as within the authority of the Contracting Officer. Where the Government requests a change requiring written agreement of the parties, the parties agree to undertake best efforts to affect the requested change. Changes in the terms and conditions of a delivery order/task order issued under the contract may be made on a unilateral basis by the government.

b. Para (q) Other compliances. In addition to those compliances stated in paragraph (q), the following are added and shall apply to this solicitation/contract:

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

The Government contemplates award of multiple indefinite delivery/indefinite quantity contracts with firm fixed unit price resulting from this solicitation.

(End of provision)

(2). 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 date of award through the end of any period of performance.

(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)

(3). 52.216-19 Order Limitations (Oct 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than \$1.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of its estimated volume;

(2) Any order for a combination of items in excess of their estimated volumes; or

(3) A series of orders from the same ordering office within 90 days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section

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

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 90 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

(4). 52.216-22 Indefinite Quantity (Oct 1995)

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

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

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

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

(End of Clause)

(5). 52.217-5 Evaluation of Options (July 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of provision)

(6). 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)

(7). 52.217-9 Option to Extend the Term of the Contract (Mar 2000)

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

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

(End of clause)

(8). 52.219-1 Small Business Program Representations (Apr 2002)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 484121.

(2) The small business size standard is \$21,500,000.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) *Representations.*

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

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

(3) [*Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.*] The offeror represents as part of its offer that it ___ is, ___ is not a women-owned small business concern.

(4) [*Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.*] The offeror represents as part of its offer that it ___ is, ___ is not a veteran-owned small business concern.

(5) [*Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.*] The offeror represents as part of its offer that it ___ is, ___ is not a service-disabled veteran-owned small business concern.

(6) [*Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.*] The offeror represents, as part of its offer, that-

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

(ii) It ___ is, ___ is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [*The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.*] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) *Definitions.* As used in this provision-

"Service-disabled veteran-owned small business concern"-

(1) Means a small business concern-

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

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

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

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

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

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

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

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

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

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

(d) *Notice.*

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall-

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

(9). 52.233-2 Service of Protest (Aug. 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from the Contracting Officer.

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

(End of Provision)

(10). 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. The Contractor agrees to --

(1) Furnish phase-in training; and

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

(b) 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.

(c) 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 on-site 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.

(d) 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)

(11). 52.247-5 Familiarization with Conditions (Apr 1984)

The offeror shall become familiar with all available information regarding difficulties that 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)

(12). 52.247-6 Financial Statement (Apr 1984)

The offeror shall, upon request, promptly furnish the Government with a current certified statement of the offeror's financial condition and such data as the Government may request with respect to the offeror's operations. The Government will use this information to determine the offeror's financial responsibility and ability to perform under the contract. Failure of an offeror to comply with a request for information will subject the offer to possible rejection on responsibility grounds.

(End of Provision)

(13). 52.247- 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)

(14). 52.247-17 Charges (Apr 1984)

In no event shall charges under this contract be in excess of charges based on the Contractor's lowest rate available to the general public, or be in excess of charges based on rates otherwise tendered to the Government by the Contractor for the same type of service.

(End of Clause)

(15). 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.

(d) 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)

(16). 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. All modifications to the contract must be made in writing by the Contracting Officer or an authorized representative.

(End of Clause)

(17). 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)

(18). 52.252-2 Clauses Incorporated By Reference (FEB 1998)

This contract incorporates one or more clauses by references, with the same force and effect as if they were give in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

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

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

52.203-5 COVENANT AGAINST CONTINGENT FEES (APR 1984)
 52.204-2 SECURITY REQUIREMENTS (AUG. 1996)
 52.233-3 PROTEST AFTER AWARD (AUG. 1996)
 52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY. (JAN 1997)
 52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY. (JAN 1997)
 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991)
 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
 52.225-13 RESTRICTION ON CERTAIN FOREIGN PURCHASES (JUL 2000)
 252.209-7004 SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)

(End of Clause)

(19). 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.
- (4) "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.
- (4) 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.
- (c) 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.
- (d) 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)

(20). 252.212-7000 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (NOV 1995)

(a) Definitions. As used in this clause-

- (1) "Foreign person" means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec. 2415).
- (2) "United States person" is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign

concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.

(b) Certification. By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it-

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec. 2407(a) prohibits a United States person from taking.

(c) Representation of Extent of Transportation by Sea. (This representation does not apply to solicitations for the direct purchase of ocean transportation services).

(1) The Offeror shall indicate by checking the appropriate blank in paragraph (c)(2) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(2) Representation. The Offeror represents that it-

_____ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

_____ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(3) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense Federal Acquisition Regulation Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

(21). 252.212-7001 Contract Terms And Conditions Required To Implement Statutes Or Executive Orders Applicable To Defense Acquisitions Of Commercial Items (NOV 2001)

(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.

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.

_____ 252.205-7000 Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416)

_____ 252.206-7000 Domestic Source Restriction (DEC 1991) (10 U.S.C. 2304)

- ____ 252.219-7003 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996) (15 U.S.C. 637).
- ____ 252.219-7004 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (JUN 1997) (15 U.S.C. 637 note)
- ____ 252.225-7001 Buy American Act and Balance of Payments Program (MAR 1998) (41 U.S.C. 10a-10d, E.O. 10582).
- ____ 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).
- ____ 252.225-7012 Preference for Certain Domestic Commodities (AUG 2000) (10 U.S.C. 2241 note)
- ____ 252.225-7014 Preference for Domestic Specialty Metals (MAR 1998) (10 U.S.C. 2241 note)
- ____ 252.225-7015 Preference for Domestic Hand or Measuring Tools (DEC 1991) (10 U.S.C. 2241 note)
- ____ 252.225-7016 Restriction on Acquisition of Ball and Roller Bearings (DEC 2000) (____ Alternate I) (DEC 2000) (Section 8064 of Pub. L. 106-259)
- ____ 252.225-7021 Trade Agreements (SEP 2001) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note)
- ____ 252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (MAR 1998) (22 U.S.C. 2779).
- ____ 252.225-7028 Exclusionary Policies and Practices of Foreign Governments (DEC 1991) (22 U.S.C. 2755)
- ____ 252.225-7029 Preference for United States or Canadian Air Circuit Breakers (AUG 1998) (10 U.S.C. 2534(a)(3))
- ____ 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).
- ____ 252.227-7015 Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320)
- ____ 252.227-7037 Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321)
- X 252.243-7002 Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410)
- ____ 252.247-7023 Transportation of Supplies by Sea (MAR 2000) (____ Alternate I) (MAR 2000) (____ Alternate II) (MAR 2000) (10 U.S.C. 2631)
- ____ 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:

252.225-7014 Preference for Domestic Specialty Metals, Alternate I (MAR 1998) (10 U.S.C. 2241 note).

252.247-7023 Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631)

252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631)

(End of clause)

(22). ALTERNATE DISPUTE RESOLUTION PROCEDURES (ADR)

BACKGROUND: Pub. L. 101-552, the Alternate Dispute Resolution Act encourages the use of alternative means of resolving disputes involving Government agencies. The Act is based on Congress' finding that alternative processes, including mediation, often "yield decisions that are faster, less expensive and less contentious and can lead to more creative, efficient and sensible outcomes."

PARTNERING: To most effectively accomplish this contract and resolve potential disputes, the MTMC Contracting Office proposes to form a cohesive partnership with the Contractor. Partnering lays the foundation for better working relations on a project including better dispute resolution. This partnership would strive to draw on the strengths of each organization in an effort to achieve a quality project done right the first time, within budget and on schedule. This partnering would be bilateral in make-up and participation will be totally voluntary. Any cost associated with effectuating this partnership will be agreed to by both parties and will be shared equally with no change in contract price. All partnering procedures shall be conducted IAW applicable ADR laws and regulations.

(23). Guaranteed Minimum Ordering

As required by FAR Part 15, the guaranteed minimum to be ordered is established at 5% of the total base year price. The maximum to be ordered will not exceed 110% of the estimated base year price

(End of Addendum to 52.212-4)

52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items (June 2003)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clause, which is incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items: 52.233-3, Protest after Award (Aug 1996) (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:

[Contracting Officer check as appropriate.]

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

(2) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999) (15 U.S.C. 657a).

(3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

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

(ii) Alternate I (Mar 1999) of 52.219-5.

(iii) Alternate II (June 2003) of 52.219-5.

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

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

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

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

(7) 52.219-8, Utilization of Small Business Concerns (Oct 2000) (15 U.S.C. 637(d)(2) and (3))

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

(ii) Alternate I (Oct 2001) of 52.219-9.

(iii) Alternate II (Oct 2001) of 52.219-9.

- __ (9) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14))
- __ (10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (June 2003) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- __ (ii) Alternate I (June 2003) of 52.219-23
- __ (11) 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting (Oct 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323)
- __ (12) 52.219-26, Small Disadvantaged Business Participation Program-Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323)
- __ (13) 52.222-3, Convict Labor (June 2003) (E.O. 11755)
- X (14) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (Sep 2002) (E.O. 13126)
- X (15) 52.222-21, Prohibition of Segregated Facilities (Feb 1999)
- X (16) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246)
- X (17) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212)
- X (18) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793)
- X (19) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212).
- __ (20)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Aug 2000) (42 U.S.C. 6962(c)(3)(A)(ii))
- __ (ii) Alternate I (Aug 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
- __ (21) 52.225-1, Buy American Act-Supplies (June 2003) (41 U.S.C. 10a-10d)
- __ (22)(i) 52.225-3, Buy American Act-North American Free Trade Agreement-Israeli Trade Act (June 2003) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note)
- __ (ii) Alternate I (May 2002) of 52.225-3.
- __ (iii) Alternate II (May 2002) of 52.225-3.
- __ (23) 52.225-5, Trade Agreements (June 2003) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note)
- X (24) 52.225-13, Restrictions on Certain Foreign Purchases (June 2003) (E.O. 12722, 12724, 13059, 13067, 13121, and 13129)
- __ (25) 52.225-15, Sanctioned European Union Country End Products (Feb 2000) (E.O. 12849).
- __ (26) 52.225-16, Sanctioned European Union Country Services (Feb 2000) (E.O. 12849).
- __ (27) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- __ (28) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f))
- X (29) 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration (May 1999) (31 U.S.C. 3332)
- __ (30) 52.232-34, Payment by Electronic Funds Transfer-Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332)
- X (31) 52.232-36, Payment by Third Party (May 1999) (31 U.S.C. 3332)
- __ (32) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a)
- __ (33)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Apr 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631)
- __ (ii) Alternate I (Apr 1984) of 52.247-64.
- (c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
- [Contracting Officer check as appropriate.]
- X (1) 52.222-41, Service Contract Act of 1965, as Amended (May 1989) (41 U.S.C. 351, *et seq.*)
- X (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*)
- X (3) 52.222-43, Fair Labor Standards Act and Service Contract Act-Price Adjustment (Multiple Year and Option Contracts) (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*)
- __ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act-Price Adjustment (Feb 2002) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*)

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

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

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

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

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

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

(i) 52.219-8, Utilization of Small Business Concerns (Oct 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

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

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

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

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

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

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

(End of clause)

ADDENDUM AND ATTACHMENTS

Addendum 1	Performance Work Statement
	Appendix A Origins And Destinations
	Appendix B Operations at DLA Defense Distribution Depots
	Appendix C Multiple Depot Pick-Up Sites
	Appendix D Estimated Tonnage Oct 01 – Sep 02
	Appendix E Applicable Accessorial Changes
	Appendix F Carrier Data Needed
	Appendix G CEDI-DEBX Business Rules
Attachment 1	Schedule B Pricing Sheets/Estimated Volume – Posted Separately at Web Site
Attachment 2	Government Quality Assurance Surveillance Plan (QASP)
Attachment 3	Performance Requirement Summary (PRS)
Attachment 4	Performance Evaluation Sheet
Attachment 5	Event Code Reporting

Addendum 1

Performance Work Statement
 Military Traffic Management Command
 Tailored Transportation Contract
 Surface Small Package

Table Of Contents

C.1	Introduction/Background
C.1.1	Purpose
C.1.2	Concept
C.1.3	Shipper-Unique Requirements
C.1.3.1	Pickup Service
C.1.3.2	Delivery Service
C.1.3.3	ZIP Code Service
C.1.3.4	Estimated Tonnage
C.1.3.5	Federal Holidays
C.1.3.6	General Discrepancies
C.1.3.7	Government Military Shipment
C.1.4	Receiver Operating Hours
C.1.5	Shipper Operating Hours
C.1.6	Guaranteed Service Refund
C.2	Scope
C.2.1	Types Of Shipments
C.2.2	Exclusions
C.2.3	Contractor Furnished Resources
C.2.4	Traffic Award
C.2.5	Powertrack
C.2.6	Reserved
C.2.7	Freight Contractor Registration Program (FCRP)
C.2.8	Location(s) of Performance
C.2.9	Fuel Surcharge
C.2.10	Requirements for The Defense Distribution Depot San Joaquin, Ca (DDJC)
C.3	Applicable References
C.3.1	Reserved
C.3.2	Directory of Standard Carrier Alpha Codes (SCAC) NMF 101-R Series
C.3.3	Code of Federal Regulations (CFR)
C.3.4	National Zip Code Directory Vol I And II
C.3.5	Transportation Facilities Guide (TFG) Database
C.3.6	MTMC Freight Contractor Registration Program (FCRP)
C.3.7	DoD Transportation Electronic Data Interchange (Edi) Convention, April 2001
C.3.8	PowerTrack
C.4	Work Areas/Performance Requirements
C.4.1	Performance Requirements
C.4.2	Work Area - General Service Requirements
C.4.2.1	Performance Objective – Order Acceptance and On-Time Pickup
C.4.2.2	Performance Objective – On-Time Delivery
C.4.2.3	Performance Objective – Transit Times
C.4.2.4	Performance Objective – Safe Delivery
C.4.2.5	Performance Objective – Delivery Attempts
C.4.2.6	Performance Objective – Delay
C.4.2.7	Performance Objective – Notification Of Shipping Weights And/Or Dimensions Adjustment
C.4.3	Work Area – Loading/Unloading
C.4.4	Work Area - Hazardous Cargo

C.4.4.1	Performance Objective – Hazardous Cargo Placarding
C.4.4.2	Performance Objective – Hazardous Cargo Handling
C.4.5	Work Area - Reports
C.4.5.1	Performance Objective – Delivery/Performance Reports
C.4.5.2	Performance Objective – Astray Freight and Emergency Notification Reports
C.4.6	Work Area - In-Transit Visibility (ITV)
C.4.6.1	Performance Objective – In-Transit Visibility
C.4.6.2	Performance Objective – Oral Status Reports
C.4.6.3	Performance Objective – Web-Based Tracking
C.4.6.4	Performance Objective – GTN Input
C.4.6.5	Performance Objective—Electronic Commerce/Electronic Data Interchange
C.4.7	Work Area – Contingency/Redirection/Surge
C.4.8	Work Area – Operations Support:
C.4.8.1	Performance Objective – Driver Identification
C.4.9	Work Area – Fractions
C.4.10	Work Area – Address Corrections
C.4.11	Work Area – Size and Weight, Claims, and Refusal
C.4.11.1	Performance Objective – Aggregate Weight
C.4.11.2	Performance Objective - Refusal Of Unsafe Packages
C.4.12	Work Area – Cargo Liability (LIE)
C.4.12.1	Performance Objective – Excess Valuation (EVC)
C.4.13	Work Area - Weekly Service Charge
C.5	Glossary
C.5.1	Abbreviations And Codes
C.5.2	Definitions

Performance Work Statement
Military Traffic Management Command
Tailored Transportation Contract
Surface Small Package

C.1 Introduction/Background

C.1.1 Purpose

The purpose of this performance work statement is to articulate the transportation service needs of Defense Logistics Agency (DLA) for the movement of its small package ground shipments to ensure that contractors providing transportation have the willingness and the capability to meet those needs and to provide the standardization necessary for the routing of the Department of Defense (DOD) freight traffic and U. S. Government shipments of foreign military sales (FMS) material.

C.1.2 Concept

The Military Traffic Management Command (MTMC) is responsible for providing for the transportation needs of the Department of Defense (DOD) including the movement of U.S. Government shipments of FMS material. MTMC is initiating a new form of contract for transportation services called Tailored Transportation Contracts (TTC). MTMC is also using the new contract initiative as a means to streamline the process and procedures for contracting for freight services. MTMC has the following two acquisition goals to achieve by using the new Tailored Transportation Contract:

1. Conduct freight transportation services using Federal Acquisition Regulation (FAR) compliant contracts.
2. Use performance-based contracts for the acquisition of services.

C.1.3 Shipper-Unique Requirements

C.1.3.1 Pickup Service

Five days per week (Monday through Friday), excluding Saturday, Sunday and Federal Holidays, (Saturday and Sunday pickup service is for dock clearing purposes only, as necessary) will be considered normal business days for the purpose of pickup service. Depots requiring Saturday pickup services, multiple pickup sites and inter-depot stops are designated in Attachment II. The contractor shall provide regularly scheduled daily pickup, and timely delivery, as necessary. The contractor shall be required to accept shipments for pick-up until close of business established by each shipping activity, legibly sign, date the shipper's manifest and adhere to the delivery schedules of each receiving activity.

C.1.3.2 Delivery Service

Five days per week (Monday through Friday) excluding Saturday, Sunday and federal holidays, will be considered normal business days for the purpose of delivery service. The contractor shall provide daily delivery service between 8:00 a.m. and 5:00 p.m.; local time at delivery points each business day. These hours may be adjusted to accommodate the operating hours of the delivery point.

C.1.3.3 ZIP Code Service

The contractor shall provide pickup transportation and delivery service to all commercial and military ZIP Codes (as defined by the U.S. Postal Service ZIP Code Directory) within the Continental United States (CONUS), including the District of Columbia (DC). This excludes small package delivery to Army Post Offices (APO), Fleet Post Offices (FPO), and U.S. Postal Service facilities, i.e., P. O. Boxes.

C.1.3.4 Estimated Tonnage

The information in Attachment IV is the number of shipments for the period October 2001 through September 2002, and estimated tonnage associated with those shipments. The included list of origins and corresponding shipment information is based on the Government's best estimates as to the number of shipments from the DLA depots and facilities to all CONUS points for a one-year period. This does not guarantee that these figures will be reproduced in the course of this performance work statement.

C.1.3.5 Federal Holidays

New Year's Day, Martin Luther King Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day and any other day designated as a holiday by Federal Statute or Executive Order. Any federal holiday that the contractor offers as a normal business day to their commercial customers will also be offered to the Government shippers; no holiday charges will apply.

C.1.3.6 General Discrepancies

Shipment discrepancies. Claims for loss of articles or damage will be filed by the consignee after the discovery of the damage or loss, but not later than fifteen (15) days following the date of delivery. The contractor shall respond to a transportation discrepancy request for information from the consignee and respond promptly.

C.1.3.7 Government Military Shipment

Shipment by military equipment. The Government reserves the right to ship by military/organic transport in lieu of the commercial contractors to satisfy reserve-training exercises.

C.1.4 Receiver Operating Hours

The DOD destination business hours are available in the Transportation Facilities Guide (TFG) database <https://eta.mtmc.army.mil/> or <https://eta.mtmc.gov>. Go to the ETA home page; select GFM; select TFG "access only"; select role: "carrier"; sign-up for access to TFG. Contact the GFM help desk at 1-800-336-4906 between the hours of 7:00 a.m. and 6:00 p.m. EST, or via e-mail at etaadmin@mtmc.army.mil for assistance. Registration is required to obtain access to any of the MTMC transportation systems. By clicking on Register you will be asked to choose to which system(s) you would like access. An entry screen will prompt you for your information. Please note that fields containing an asterisk are required fields for registration. The accuracy of your e-mail address is extremely important for the registration process. After completing your registration information, you will be sent an email confirming your request. Within 5 - 7 days you will receive your password for the system. If you requested access to more than one system, you will be notified when you have been approved for each system. Please direct questions to the email address associated with the system(s) to which you are requesting access.

C.1.5 Shipper Operating Hours

Shipping operations are normally conducted Monday to Friday, excluding Federal Holidays, from 8:00 a.m. to 5:00 p.m. local time, unless specified differently in Attachment II, Operations at DLA Defense Distribution Depots.

C.1.6 Guaranteed Service Refund

A guaranteed service refund is not applicable to this contract.

C.2 Scope

This performance work statement (PWS) covers surface small package ground general cargo shipments of a non-expedited (routine) nature, in service from one to six (1-6) days, with no piece weighing more than 150 pounds. The

PWS will establish regularly scheduled pickup service at two primary depot locations and at several other depots, and provide delivery service from those locations CONUS-wide. The contract also requires In-Transit Visibility (ITV) for all packages shipped under this PWS.

C.2.1 Types of Shipments

Shipments will consist of general cargo, DOD unique number 999929 and hazardous material (NMFC various). A small package shipment includes:

1. No single piece in shipment(s) can exceed 150 pounds.
2. Packages with dimensions that measure no greater than 108 inches in length or 130 inches in combined length and girth. (The girth of the package is determined by measuring the distance around the package, at its thickest part, at a right angle to the length).
3. Requiring door-to-door service to include pick-up and delivery within a shipping or receiving facility, to include split pickup and split delivery at no additional charge.

C.2.2 Exclusions

The following movements and commodities are excluded from the scope of this PWS:

1. Ammunition, explosives, or fireworks classified as Class 1, Div. 1.1, 1.2, or 1.3
2. Ammunition, explosives, or fireworks classified as Class 1, Div. 1.4, requiring a DOD Transportation Protective Service (TPS)
3. Ammunition, explosives, fireworks or blasting agents weighing in excess of 1,000 pounds classified as non-sensitive Class 1, Divisions 1.4, 1.5, and 1.6
4. Missiles or rockets
5. Radioactive materials, excepted packages-instruments and articles (see 49 CFR 173.424)
6. Poison inhalation hazard, Class 2, Division 2.3, and Class 6, Division 6.1
7. Hazardous waste
8. Narcotics and dangerous drugs
9. Etiologic agents
10. Firearms and weapons
11. Live animals
12. Bulk commodities
13. Human remains
14. Coins and/or Precious metals
15. Refrigerated cargo
16. Food, fresh, frozen, or requiring refrigeration
17. Postage stamps or stamped envelopes
18. Postal Shipments
19. Overweight Shipments
20. Over-dimensional Shipments
21. Air Freight Shipments
22. Export (OCONUS) via Containers
23. Rail (not included TOFC and COFC)
24. Classified material
25. Privately-owned vehicles (POV)
26. Vehicles in drive away and/or tow away service.
27. Shipments requiring a DOD Transportation Protective Service (TPS)
28. Army tractor tanks and tracked vehicles (vehicle weight 40,000 pounds or more)
29. Currency
30. Shipments to and from Canada and Mexico

31. Tailored Transportation Contract (TTC) freight all kinds (FAK) shipments
32. Express small package shipments normally moved under the DOD Blanket Purchase Agreements (BPA) under the GSA Multiple Award Schedule (MAS) Small Package contract
33. Air Small Parcel including World Wide Express (WWX) contract
34. Advanced Traceability and Accountability (ATAC) Shipments
35. Shipments moving under the Naval Express (NAVXPRESS) Contract. NAVXPRESS is defined as: Hampton Roads, i.e., cities of Norfolk, Virginia Beach, Chesapeake, Portsmouth, Hampton, Newport News, Yorktown, Williamsburg, and Suffolk, VA. These cities are all within an approximate 50-mile radius of the Norfolk Naval Base, VA

C.2.3 Contractor Furnished Resources

1. "If there is no internal interface with the DLA Distribution Standard System, the contractor shall provide all personnel and equipment required, at a minimum, to include contractor furnished property, contractor hardware, software, interface capability and training to print the contractor manifest, for the performance of services under this performance work statement.
2. The contractor shall provide 24-hour toll-free telephone service for shipment status, to include, but not limited to, tracking/tracing of shipments, current shipment status, status updates, pick-up/delivery dates and times.
3. Equipment pool: As required, with five days notice, the contractor will provide trailer equipment in an equipment pool, at origin.
4. Requirement/inspection: Contractor's equipment is subject to inspection by the Government at the time of placement for loading. The Government will reject equipment determined to be unsuitable or unsafe for loading. The rejection of contractor equipment will not relieve the carrier from meeting pickup and delivery requirements.

C.2.4 Traffic Award

The ordering officer will initially offer shipments to awarded contractors on an equal basis (individually) until all contractors have reached the contract minimum guarantee. After the contract minimum guarantees have been reached, the ordering officer will offer shipments to those contractors providing the best overall value to the Government, considering the contractor's record of quality performance since contract award and total shipment cost.

C.2.5 PowerTrack

The Contractor shall participate in the US Bank PowerTrack billing and payment system. Information regarding PowerTrack capabilities can be obtained from the Program Management Office at USTRANSCOM TCJ4-LT, 1-618-229-2848, and contractor sales at 1-815-784-8421. Information can also be obtained by accessing the U.S. Bank website <http://www.usbank.com/powertrack> or by contacting U.S. Bank at 1-612-973-6156. In order to be considered for award, the contractor must be PowerTrack enabled.

C.2.6 Reserved

C.2.7 Freight Contractor Registration Program (FCRP)

All contractors interested in transporting Department of Defense freight must be approved by the FCRP prior to the date of contract award. The FCRP requirements and instructions are located on the MTMC web site at <https://144.101.9.140/ccp/jsp/CCPScac.jsp>. Contractors requiring further assistance may contact MTMC Operations Center, at 1-757-878-8877.

Commodities transported under this contract may include hazardous material (HAZMAT). The requirement to transport HAZMAT is “Not” mandatory. Those carriers electing to be certified for hazardous material should submit a hazardous material certification upon submission of their proposal.

C.2.8 Location(s) of Performance

The contractor must perform the freight transportation services required under this performance work statement from a Shipper defined point of origin to any destination zone (2 through 8) within CONUS, as specified in this contract. Rates will be submitted on spreadsheets for each origin at ATTACHMENT I. Mileage shall be determined by the Government using the most direct route. The “Mileage to Zone” conversion chart is found below:

Mileage to Zone Conversion

MILEAGE	ZONE
1 to 150 miles	Zone 2
151 to 300 miles	Zone 3
301 to 600 miles	Zone 4
601 to 1000 mile	Zone 5
1001 to 1400 miles	Zone 6
1401 to 1800 miles	Zone 7
1801 miles & over	Zone 8

C.2.9 Fuel Surcharge

This Surface Small Package contract is exempt from the MTMC Fuel Surcharge Policy.

C.2.10 Requirements for the Defense Distribution Depot San Joaquin, CA (DDJC)

The contractor shall provide personnel to scan, load and unload and consolidate shipments at the Defense Distribution Depot San Joaquin, CA (DDJC) facility, as needed.

C.3 Applicable References

C.3.1 Reserved

C.3.2 Directory of Standard Carrier Alpha Codes (SCAC), NMF 101-R series Published by the National Motor Freight Traffic Association, Inc.

C.3.3 Code of Federal Regulations (CFR), Title 49 Parts 100-199; 200-399; 500-599; and 1000-1399.

C.3.4 National ZIP Code Directory, Vol. I and II

C.3.5 Transportation Facilities Guide (TFG) database at <https://eta.mtmc.army.mil> or <https://eta.mtmc.gov>

C.3.6 Military Traffic Management Command Freight Contractor Registration Program (FCRP) at <https://144.101.9.140/ccp/jsp/CCPScac.jsp>

C.3.7 DoD Transportation Electronic Data Interchange (EDI) Convention, April 2001

C.3.8 PowerTrack (US Bank) mandated by the Office of the Secretary of Defense, through the Management Reform Memorandum (MRM) #15 dated February 1999; 31 U.S.C. 3726, Payments for Transportation; 40 U.S.C. 486, Policies, Regulations and Delegations

C.4 Work Areas/Performance Requirements

C.4.1 Performance Requirements

1. Each performance requirement in this performance work statement is expressed as follows and can contain the following three elements. Generally, at a minimum, those Performance Objectives considered critical will have Measures and Standards, although some Performance Objectives considered non-critical may also include them. In each case, when taken together, these elements constitute a performance requirement.

a. Performance Objective - A statement of the outcome or results expected of the contractor.

b. Performance Measures - The critical few characteristics or aspects of achieving the objective that will be monitored by the Government, those things that the Government will be gathering data about. Each objective may have one or more measures.

c. Performance Standards - The targeted level or range of levels of performance for each performance measure (minimum measure standards TBD-data dependent). Also referred to as Acceptable Quality Level (AQL).

2. Not every performance objective in this performance work statement has a related performance measure or performance standard. However, every performance objective is a contractual performance requirement.

3. The Performance Standards identified in this performance work statement will identify a specific target to be met. For example, if the standard is 100%, that means that the shipper expects that target level of performance to be met every time. If no standard is specified, it is assumed that the standard is 100%. If a standard is 98%, that means that over the specified performance evaluation period, the contractor must attain the required level of performance at least 98% of the time.

4. Contractor performance will be assessed individually at each shipping location for Origin 1 (DDJC) and 2 (DDSP); the contractor performance for Origin 3 (Others) will be assessed by averaging contractor performance for all included depots.

C.4.2 Work Area - General Service Requirements

C.4.2.1 Performance Objective – Order Acceptance and On-Time Pickup

The contractor shall provide regularly scheduled pickup.

C.4.2.2 Performance Objective – On-Time Delivery

The contractor shall move the cargo from origin to destination such that the cargo arrives at its destination in a timely manner to meet the Required Delivery Date (RDD).

1. In determining the allowable transit time, the next business day after pickup is counted as the first day of transit time.

2. Transit Times are measured in business days and exclude Saturdays, Sundays and holidays. Unless otherwise requested by the Ordering Officer, the delivery date will not be on a Saturday, Sunday or holiday. If the allowable transit time causes the RDD to fall on a Saturday, Sunday or holiday the delivery date for measuring on-time performance will be the next business day.

Performance Measures: C.4.2

4.2.2 Contractor meets Required Delivery Date.

Performance Standards

96%

C.4.2.3 Performance Objective—Transit Times

1. The Contractor’s transit times shall not exceed those specified below. The zones that shall apply are Zones 2 through 8. The Transit Time chart follows:

Transit Time Chart

Miles	Delivery Days
Up to 150 mi	1 day
151 to 500 mil	2 days
501 to 1000 mil	3 days
1001 to 1500 mi	4 days
1501 to 2100 mi	5 days
2101 mi. & over	6 days

2. Transit time will be measured in business days, excluding Saturdays, Sundays and federal holidays. Transit time begins with the next business day after the shipment is signed for by the contractor and ends at the time the shipment is delivered or made available for delivery. In measuring transit time: day of pickup is not counted, but day of delivery is counted.

3. When the required delivery date cannot be met because of an act of God or public enemy, the shipment must be delivered as soon as reasonably possible.

Performance Measures: C.4.2

C.4.2.3 Contractor delivers shipments intact and without loss or damage.

Performance Standards

96%

C.4.2.4 Performance Objective – Safe Delivery

The contractor must move the cargo safely from origin to destination such that the cargo arrives at its destination intact, without loss or damage

C.4.2.5 Performance Objective – Delivery Attempts

1. The contractor shall make a minimum of three (3) attempts to deliver a package to the consignee without an additional charge. After each unsuccessful attempt, the contractor must place a delivery notice in a conspicuous location at the delivery address shown on the package.

2. When through no fault of the contractor, the consignee is unable to accept the shipment when it is offered for delivery, the contractor agrees to hold the shipment until the next business day or a mutually agreed upon date. The contractor will annotate the tracking system with the time/date consignee was notified that the shipment was available and the name and telephone number of the individual who declined delivery.

3. After the third attempt, the contractor must return the package to the consignor at no additional charge.

C.4.2.6 Performance Objective – Delays

1. When a shipment is offered for delivery on the Required Delivery Date (RDD) and the Contractor then is given a later date for actual delivery, the contractor must annotate the tracking system with all pertinent information to receive credit for on-time delivery.

2. When the required delivery date cannot be met because of an Act of God, the contractor must ensure that the shipment is delivered as soon as reasonably possible. In situations of heightened security, a delivery must be attempted and notated on the tracking system.

C.4.2.7 Performance Objective – Notification of Shipping Weights and/or Dimensions Adjustment

The contractor may reweigh a shipment at any time prior to delivery. All weight adjustments made by the contractor shall be based on scale weight from a certified scale. The contractor shall indicate those shipments that have been adjusted for weight or dimensions. Weights and dimensions provided in PowerTrack billing shall constitute the indication of dimension or weight changes on billing documents.

C.4.3 Work Area – Loading/Unloading

The contractor shall load and/or unload unassisted by Consignor or Consignee.

C.4.4 Work Area – Hazardous Cargo

The requirement for transporting Hazardous Cargo is not mandatory. Those contractors's who have elected to transport Hazardous Cargo must comply with the following requirements.

C.4.4.1 Performance Objective – Hazardous Cargo Placarding

When placards are required by CFR, Title 49 and supplements thereto, or revisions thereof, the shipper will provide the contractor with the appropriate placard for the shipment and the contractor shall post the placard.

C.4.4.2 Performance Objective – Hazardous Cargo Handling (HAZ)

1. The contractor shall provide pickup, handling, and the delivery of hazardous material. The contractor shall meet the following requirements when handling and transporting hazardous material:

a. Provide special handling and delivery of materials that require a Shippers Certification or Shipper's Declaration for Dangerous Goods.

b. All shipments containing hazardous material shall be handled and shipped in accordance with the requirements as outlined in the applicable governing regulations, but not limited to CFR, Title 49, for the surface movement of shipments containing hazardous materials.

2. The contractor shall accept all materials identified as hazardous by CFR, Title 49, to include Other Regulated Materials (ORM), with the following exceptions:

a. Hazardous waste as defined by 49 CFR

b. Hazardous substances as defined by 49 CFR

c. Inhalation hazards as defined by 49 CFR

d. Bio-hazards such as blood, urine, fluids and other non-infectious diagnostic specimens as defined by 49 CFR

C.4.5 Work Area – Reports

C.4.5.1 Performance Objective – Delivery/Performance Reports

1. Contractor(s) shall provide a monthly delivery/performance report to DLA origin shippers and to the COR and to the Defense Distribution Center (DDC) by e-mail or the web in a Microsoft Excel for Windows “.xls” format that can be read by Microsoft Excel for Windows version 8 at no additional cost. The report shall contain detailed shipment information and a summary section for all activity within a given month.
2. These monthly reports shall include all shipments tendered to the contractor during the reporting period and delivered to the consignor by the last workday of the month and any shipments from the prior month for which delivery was not accomplished by the last workday of the month. The report shall be provided to the depots by the twenty-fifth day of the following month. If this day falls on a Saturday, Sunday, or federal holiday, the next workday will be considered “on-time.” The information provided in this report will be used in determining contractor(s) performance.
3. When requested, contractor(s) agrees to provide, at no cost and within five (5) business days of request, the proof of delivery for shipments up to 18 months from the date of pick-up. Shipper requests for proof of delivery will not exceed 10 percent of the total number of shipments for the month.
4. The monthly performance report shall contain the following data elements for the details of each shipment:
 - a. Month
 - b. Account number
 - c. Shipper name
 - d. Pieces
 - e. On-time delivery
 - f. Percent on-time delivery
 - g. Authorized delays
5. The monthly volume report shall contain summarized delivery/performance information containing the following data elements by consignor:
 - a. Month
 - b. Account number
 - c. Shipper name
 - d. Pieces
 - e. Weight
 - f. Charges
 - g. Year-to-date pieces
 - h. Year-to-date weight
 - i. Year-to-date charges

6. The annual volume report shall contain summarized delivery/performance information containing the following data elements by consignor:

- a. Account number
- b. Shipper name
- c. Year-to-date pieces
- d. Year-to-date weight
- e. Year-to-date charges

7. When the shipment is physically offered for delivery and delivery is refused, and the contractor is given a later date for actual delivery, the contractor(s) must annotate the delivery receipt with time and date the consignee was notified that the shipment was offered for delivery and the name of the individual who declined delivery and their telephone number. Information to explain the variance between the offered and actual delivery date must be maintained and provided upon request. Failure to provide an explanation is a service failure.

8. In addition to the reports listed above, a condensed e-mail annual report -- with monthly and year-to-date summaries (in a Microsoft Excel for Windows “.xls” format that can be read by Microsoft Excel for Windows version) covering all shipments, will be provided to the DLA Defense Distribution Center and the DLA Depots. HQ DLA, DDC, and MTMC will be provided an e-mail and hard copy of reports.

Performance Measure: C.4.5.1

Reports by the twenty-fifth day of each month.

Performance Standards

98%

C.4.5.2 Performance Objective – Astray Freight and Emergency Notification Reports

The contractor shall report astray freight or emergency notification to the following contact offices and numbers:

Problem	Point of Contact	Telephone Number
Astray freight or other non-emergency notifications	MTMC GOCARE Freight Hotline	1-800-631-0434
Secure holding, accidents, incidents, delays in transit	MTMC Hotline	1-800-524-0331
Accidents, incidents, or other emergencies involving DOD hazardous cargo other than munitions, explosives or radioactive materials	DOD Hazardous Material (HAZMAT) Hotline	1-800-851-8061 1-804-279-3131
Radioactive Materials	Army	1-703-697-0218/0219
	Navy/USMC	1-757-887-4692
	Air Force	1-202-767-4011
	DLA	1-717-770-5283
Hazardous Material Spills	National Response Center	1-800-424-8802 and 1-202-267-2675

	DOD Hazardous Material (HAZMAT) Hotline	1-804-279-3131 1-800-851-8061
MTMC Global Distribution, Domestic	Customer Service	1-800-526-1465

C.4.6 Work Area - In-Transit Visibility (ITV)

C.4.6.1 Performance Objective – In-Transit Visibility

The contractor must provide track and trace capability for all shipments from the date and time of pickup to the date and time of delivery, using the government furnished transportation control number (TCN) and the contractor’s tracking number.

C.4.6.2 Performance Objective – Oral Status Reports

The contractor must provide shipment status information within one hour of a request by the shipper during the shipper’s normal business hours. Shipment status information must include at a minimum, current status of the shipment, actual or anticipated date and time of delivery and information about shipment delays, as applicable.

C.4.6.3 Performance Objective – Web-Based Tracking

The contractor shall provide web-based ITV services as follows:

The contractor shall provide the ability to track/trace shipments/packages by Transportation Control Number(s) (TCN) accessible via the World Wide Web (WWW).

The contractor shall allow the Defense Logistics Agency to link to their shipment tracking system through a contractor-identified Uniform Resource Locator (URL) with tracking by single or multiple TCN number(s).

Example of tracking by TCN:

Tracking by TCN: <http://www.yyyyyyyy.com/cgi-bin/trak?type=1&TCN=aaaaaaaaaaaaaaaa>

“yyyyyyy” is the contractor's tracking web site address

“aaaaaaaaaaaaaaaa” is the TCN

The tracking information must remain available for at least 15 business days after delivery of the shipment/package.

In the event of a web site malfunction, the contractor will repair the web site within one working day of shipper notification, or allow for manual tracking via a contractor toll-free telephone number.

C.4.6.4 Performance Objective – GTN Input

The contractor shall electronically interface with DOD’s Global Transportation Network (GTN) to provide In-Transit Visibility tracking and tracing information. The contractor shall provide GTN with an electronic data transaction set meeting American National Standards Institute (ANSI) X.12 EDI standards. The contractor shall provide an ANSI ASC X.12 transaction set (TS) 214, Motor Contractor Shipment Status Message, version 4010 (using the DOD Implementation Convention). See DoD Transportation Electronic Data Interchange (EDI) Convention, April 2001, and Attachment VIII, Carrier Data Needed, and Attachment IX, CEDI – DEBX Business Rules, and Event Code Reporting.

The minimum data set (events) to be included are:

- Pickup
- Departure from any intermediate stop for pickup

- Arrival at any mode change point
- Departure from any mode change point
- Arrival at any intermediate stop for delivery
- Delivery

C.4.6.5 Performance Objective – Electronic Commerce/Electronic Data Interchange

1. The contractor must participate in the DOD EC/EDI Program. Electronic Commerce (EC) is the electronic exchange of routine business documents between trading partners. Electronic Data Interchange (EDI) is a type of EC. EDI is the computer-to-computer exchange of routine business documents in machine-readable form. EDI utilizes publicly defined standards of the American National Standards Institute (ANSI).
2. To participate in the DOD EC/EDI program, all commercial trading partners (e.g. contractors, vendors) must execute an EC/EDI Trading Partner Agreement (TPA) and comply with applicable DOD instructions, standards, and conventions. The EC/EDI Trading Partner Guide for Defense Transportation is available under “Freight/Cargo, Air/Land, and TPA” on MTMC’s web site at www.mtmc.army.mil. DOD EDI implementation conventions are available at the URL: www.lmi.org/dtedi.
3. Participation in the EDI program requires compliance with published ANSI Accredited Standards Committee X12 standards and DOD EDI implementation conventions when electronically exchanging transportation or transportation-related data with DOD transportation components or their agents. The commercial EDI trading partner must be capable of:

- a. Electronically exchanging shipment, rate, and award information;

Performance Measure 4.6.5 – GTN receives status input	Performance Standard
4.6.5.a Free from errors in syntax or semantics	Not less than 98% free from each error type

- b. Securing freight payment services for the DOD using the value-added US Bank PowerTrack service;

- c. Receiving Electronic Funds Transfer (EFT); and

Performance Measure 4.6.5 – GTN receives status input	Performance Standard
4.6.5.c Timely provision of status after above events within 12 hours	95%

- d. Providing delivery and/or shipment status reports to PowerTrack[®] and/or US TRANSCOM (or its component commands) through DOD EC Infrastructure.

4. Commercial vendors/contractors who exchange EDI transactions with DOD transportation components or their agents may exchange business data through third-party value-added-networks (VANs), which must be compatible with the DOD system or DOD EDI.

C.4.7 Work Area – Contingency/Redirection/Surge

In the event of a contingency/state of war (declared or not), emergency or other situation where transportation disruptions are affecting shipment delivery, the contractor(s) shall contact the Program Office, who will issue an advisory notice regarding shipment guidance and disposition implications to the contractor(s). However, when shipments are undeliverable for localized situations, the contractor(s) will contact the applicable shipper(s) for disposition instructions regarding any change in shipment status; e.g., delayed delivery, undeliverable shipments, and

misdirected shipments. If this shipment redirection causes charges to be different from the estimated charges, the new charges shall be reflected on the invoice.

C.4.8 Work Area – Operations Support

This support shall be through partnering with DLA facilities in the integration of contingency, surge and deployment requirements into contractors' business commitment to make available contractor assets, to provide the necessary transportation services.

In order to meet the surge/contingency requirement at a DLA facility, the TO will utilize all awarded contractor(s); if the requirement exceeds the capability of the awarded contractors, the government reserves the right to use voluntary tenders on file at the Military Traffic Management Command Operations Center.

Under this item, if any of the awarded contractors cannot meet the surge/contingency requirement, no negative assessment will be made regarding the contractors' performance.

Contingency requirements may not be distributed evenly throughout the performance period. Rather, they are focused, sporadic events that can last a few weeks (in the case of providing disaster relief) to months (in the case of supporting a global conflict).

C.4.8.1 Performance Objective – Driver Identification

Contractors shall ensure that their drivers handling all shipments carry a valid driver's license and medical qualification card, employee/company ID card, or similar documents, one of which must contain the driver's photograph.

C.4.9 Work Area – Fractions

Fractions of a cent resulting from the application of rates and/or accessorial charges will be rounded to the nearest cent, e.g.,

Fractions of less than one-half of one cent will drop to the whole cent.

Fractions equal to or more than one-half of one cent will increase to the next whole cent.

C.4.10 Work Area – Address Corrections

If the Contractor is unable to deliver a package(s) due to an incorrect or unreadable/illegible delivery address, the Contractor shall make every effort to properly identify the correct delivery address and deliver the package(s). If the Contractor is able to correctly identify the correct shipment address, the Contractor shall deliver the package(s) and the Contractor is entitled to an appropriate accessorial charge

The Contractor shall bill the consignor for services performed via PowerTrack.

C.4.11 Work Area – Size and Weight, Claims, and Refusal

1. A package that weights less than 30 pounds and measures more than 84 inches in length, and equal to or less than 108 inches in combined length and girth will be classified as an oversize package and billed at the 30 pound rate to the same Zone.
2. A package that weighs between 30 and 150 pounds exceeds 108 inches in length and/or exceeds 130 inches in length and girth combined will not move under this Surface Small Package contract.
3. Dimensional weight calculation does not apply to shipments under this contract.

C.4.11.1 Performance Objective – Aggregate Weight

1. The contractor agrees to aggregate the weight of all shipments from the same origin distribution center (including from multiple pick-up sites) to the same destination, for the same level of service tendered on the same day when the aggregate weight of all packages is 200 pounds or more.
2. The aggregate rates will be adjusted and billed at the applicable rate for the total weight of these shipments, but not to exceed 150 pounds per package. All aggregate weight combinations must be at the least cost to the U.S. Government. Individual packages are subject to the restrictions found in Item C.2.1.

C.4.11.2 Performance Objective – Refusal of Unsafe Packages

The contractor shall refuse packages that they deem to be unsafe or that may otherwise damage either the contractor's property or another consignor's package(s).

C.4.12 Work Area – Cargo Liability (LIE)

1. Contractors shall be liable for all loss, damage, mis-delivery or other result occurring to freight in its possession, unless caused by acts of God, acts of a public enemy, act or default of the shipper, act of the public authority, or inherent nature or vice of the cargo.
2. The contractor's liability will be limited to \$200.00, or the actual value of the item, whichever is less. Any package for which excess valuation is requested, valuation must be stated on BOL, CBL or manifest and separated from other shipments and shipped as a single package.
3. All DOD shipments referenced in the PWS are subject to the released liabilities stated in paragraphs above. No other released liabilities, regardless of where they are published, apply.

C.4.12.1 Performance Area – Excess Valuation (EVC)

1. The contractor shall be liable for all loss and damage occurring to all packages within the contractor's possession, unless caused by acts of God. The contractor's liability will be limited to \$200, or the actual value of the item, whichever is less. Any package for which excess valuation is requested must be separated from other shipments and shipped as a single package.
2. Should the consignor desire to declare and establish cargo liability for an amount greater than that stated above, the contractor agrees to provide this increased liability coverage, at an appropriate accessorial charge, subject to a maximum of \$50,000 per package.
3. The contractor shall refuse to ship excluded items, such as those of unusually high value; e.g., coins and currency, money orders, works of art, precious stones, or precious metals, etc.

C.4.13 Work Area – Weekly Service Charge

Daily pick up service is required at all DLA distribution depot origins; this Surface Small Package Contract is exempt from a weekly service charge. .

C.5 Glossary

C.5.1 Abbreviations and Codes

045	Advancing Charges
ACOR	Alternate Contracting Officer's Representative
AQL	Acceptable Quality Level

AR	Army Regulation
ASCII	American Standard Code for Information Interchange
CCR	Central Contractor Registration
CFR	Code of Federal Regulations
CLIN	Contract Line Item Number
CO	Contracting Officer
CONUS	Continental United States
COR	Contracting Officer's Representative
DD Form	Department of Defense Form
DLA	Defense Logistics Agency
DOD	Department of Defense
DOT	U.S. Department of Transportation
DSS	Distribution Standard System
EDI	Electronic Data Interchange
EFT	Electronic Funds Transfer
FAR	Federal Acquisition Regulation
FCRP	Freight Contractor Registration Program
GTN	Global Transportation Network
HAZMAT	Hazardous Material
HOL	Sunday/Holiday Pickup/Delivery
HQ MTMC	Headquarters, Military Traffic Management Command
ITO	Installation Transportation Officer
ITV	In-Transit Visibility
KO	Contracting Officer (Also CO)
LIE	Liability of Contractor (Cargo)
MIS	Management Information System
MTMC	Military Traffic Management Command
MRO	Material Requisition Order
NCA	National Command Authority
NMFC	National Motor Freight Classification
OA	Ordering Agent
PBSC	Performance Based Service Contract
POC	Point of Contact
POD	Proof of Delivery
PUD	Pickup/Delivery Outside of Normal Operating Hours
PWS	Performance Work Statement
RDD	Required Delivery Date
SCAC	Standard Carrier Alpha Codes
SF	Standard Form
SPLC	Standard Point Location Code
TCN	Transportation Control Number
TDR	Transportation Discrepancy Report
TFG	Transportation Facilities Guide
TL	Truckload
TO	Transportation Officer
USC	United States Code

USTRANSCOM US Transportation Command

C.5.2 Definitions

Accessorial Services	An accessorial service is service performed by the contractor in addition to the line-haul.
Alternate Contracting Officer's Representative (ACOR)	Alternate 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.
Astray Freight	Shipments or portions of a shipment (1) for which billing (waybill, freight warrant, etc.) is not available or (2) that is being held for any reason except transfer.
Business Hours	Hours when an office will normally be open
Calendar Days	Consecutive days, without regard to weekends or holidays.
Cargo	Supplies, materials, stores or equipment transported by land, water, or air.
Clean	A vehicle is free from non-standard equipment with the floor of the cargo area unobstructed, and swept to ensure that the vehicle is free of debris or residue, to include powder-like substances.
Continental United States (CONUS)	The forty-eight (48) Contiguous United States and the District of Columbia.
Contingency Operations	Operations declared by National Command Authority (NCA) that involve the use of U.S. Military Forces to achieve U.S. objectives, usually in response to an emergency caused by natural disasters, terrorists, subversives, or other required military operations. The NCA includes the President and the Secretary of Defense, or their duly deputized alternates or successors.
Contract Administration Office	The activity responsible for administering the contract against which the shipment was made.
Contracting Officer's Representative (COR)	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.
Contractor's Representative	A person employed by the contractor involved in handling shipments; designated by the contractor to attend the conveyance; who is aware of the sensitivity of material moving under DOD Constant Surveillance Service; is knowledgeable of the safety, security and emergency procedure that must be followed; and is authorized and has the means and capability to move the transportation conveyance.
Contractor's Terminal	The building owned, and / or operated by the contractor that is used for freight transportation purposes.
Defense Logistics Agency (DLA)	A logistics combat support agency whose primary role is to provide supplies and services to America's military forces worldwide.
Depot (DLA Distribution)	A storage, receipt, issue, packing, preservation, and worldwide transportation location.
Electronic Commerce	Conducting business transactions and information exchange using automation and telecommunications without paper documents.

Electronic Data Interchange (EDI)	Computer to computer exchange of business data, using standards jointly developed by standard groups such as the American National Standards Institute (ANSI) or the Electronic Data Interchange Agency.
Emergency	Any situation that would prevent a shipment from safely reaching its destination, such as undue delay caused by accidents, equipment failure, civil disturbance, labor strikes, or natural disasters.
Freight Charge	Payment due for the transportation of the freight.
Government Representative	A person who is employed by or under contract to, the Federal Government and is authorized to ship or receive freight.
Girth	The circumference of a package measured at the widest point. Determined by measuring the distance around a package, at its thickest part, at a right angle to the length.
Hazardous Material (HAZMAT) or Hazardous Substance	A substance or material that has been determined by the Secretary of Transportation to be capable of posing an unreasonable risk to health, safety, and property when transported in commerce and that has been so designated. The term includes hazardous substances, hazardous wastes, marine pollutants, elevated temperature materials, material designated as hazardous under the provisions of the Code of Federal Regulations (CFR) Title 49, Parts 172.101 and 172.102, and materials that meet the defining criteria for hazard class and divisions in CFR Title 49, Part 173.
Holidays, Government	New Year's Day, Martin Luther King Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, Christmas Day.
Hundredweight Service	Packages addressed to a single consignee at one location with a total aggregate weight of 200 pounds or more per shipment
Intact	A shipment is delivered intact when it is delivered in the same condition, as it was at the time of pickup; including without loss or damage to the shipment.
Interstate	Between states.
In-Transit Visibility (ITV)	The ability to track the identity, status, and location of DOD unit and non-unit cargo (excluding bulk petroleum, oils, and lubricants) and passengers; medical patients; and personal property from origin to receiver or destination established by the Commanders In Chief, Military Services, or DOD agencies during peace, contingencies, and war.
Intrastate	Within a state.
Joint Line-haul	Transportation services performed by more than one contractor, each contractor receiving a division of the revenue, and each being responsible for loss, damage, and overcharge claims for the entire shipment.
Lading	The freight in a truck
Military Traffic Management Command (MTMC)	An Army major command and USTRANSCOM component that provides cargo, passenger, and personal property traffic management services to all DOD Components.
Operating Authority	An authorization issued by the appropriate regulatory body for a commercial contractor to perform transportation service, sometimes within specific limitations.
Ordering Officer	The shipper's representative who initiates the request for services.
Other Dangerous Articles	Includes, but not be limited to, the following: Flammable Liquids, Flammable Solids, Oxidizing Materials, Corrosive Liquids, Compressed Gases, and Poisonous Substances.
Overage	Any article of freight (packaged or loose) that is found to be in excess of the quantity recorded, manifest, or other government documentation covering the shipment.

Over-dimensional Shipment	When the combined length and girth shipment dimensions exceed 84 inches and the combined length and girth is equal to or less than 108 inches.
Overweight Shipment	A single shipment, which exceeds 150 pounds.
Pickup	The process of the contractor obtaining the shipment from the shipper.
Proof of Delivery	The date and signature of the designated receiver listed on the delivery manifest, certifying the condition of the item and the date received. The proof of delivery established transfer of custody and liability to the receiver.
Qualified Contractor Representative	Person employed by a contractor or terminal involved in the handling of DOD shipments moving in security service and <ul style="list-style-type: none"> a. Designated by contractor or terminal management to attend a transportation conveyance. b. Aware of the sensitivity of DOD material moving under transportation protective service(s). c. Knowledgeable of the safety, security, and emergency procedures that must be followed. d. Authorized to move a transportation conveyance and has the means and ability to do so.
Rate	The charge for transporting freight.
Reconsignment	A change made in the consignment of a shipment before its arrival at the billed destination. Also, a change made in the consignment of a shipment after its arrival at the billed destination, when the change was accomplished under conditions which make it subject to a contractor's diversion or reconsignment rules and charges.
Released Value Rate	Rate applied to a shipment that specifically limits contractor liability in case of loss or damage.
Required Delivery Date (RDD)	The calendar date when material is required by the receiver/requisitioner.
Route Order	Shipping order issued by a routing officer specifying the mode of transportation, contractor to move the shipment, applicable rate, minimum shipment weight, contract authority and any pertinent Routing Instruction Notes.
Shipment	Quantity of freight tendered for transportation by one shipper at one location, on one day, on a governing document, for delivery to one receiver at one destination.
Shipper	See Government representative; origin; consignor.
Shortage	The condition that exists when the number of pieces of freight (packaged or loose) received is less than the number recorded on a governing document.
Single (direct route) Line-haul	All transportation services performed by the contractor submitting the rate.
Standard Point Location Code (SPLC)	A code designed to provide each point originating freight and each point receiving freight with a unique code number so constructed as to identify the point within a geographic location.
Surcharge	A charge above the usual or customary charge.
Surge	An unexpected sudden increase in traffic requirements, to include response to natural disasters, humanitarian assistance support, etc., above and beyond the normally identified tonnage that materializes at a specific origin, within a lane.
Tariff	A publication containing rates, rules, regulations, and charges applying to commercial/military transportation and accessorial services.
Tracing	Action to determine the location of a shipment.

Transportation Agent	Person(s) (military or civilian) designated or appointed by the Transportation Officer to perform traffic management functions.
Transportation Control Number (TCN)	A 17-digit position alphanumeric character set assigned to control a shipment throughout the transportation cycle of the Defense Transportation System.
Transportation Discrepancies	Any deviations in a shipment received; e.g., quantity, condition, documentation, or deficiencies.
Transportation Discrepancy Report (TDR)	A reporting form, the Standard Form (SF) 361, used to report loss and damage information for particular shipment.
Transportation Officer (TO)	A person(s) designated or appointed by the installation commander or other appropriate authority to perform traffic management functions. The official at an activity who is appointed as Installation Transportation Officer (ITO), Traffic Manager (TM), Traffic Management Officer (TMO), Passenger Transportation Officer (PTO), Movement Control Team (MCT), or Branch Movement Control Team (BMCT).
Unloading	Unloading or uncoupling is the removal or detachment of cargo at destination and includes signing the delivery receipt and/or other documentation the contractor requires for billing purposes and notifying the contractor that the vehicle is released.
Vehicle	Motor vehicle, freight or passenger, including DOD-owned trailers, semi-trailers, and tractor-trailer combinations; loaded or empty.

Appendix A

Origins And Destinations

Origin I requirement(s):

	<u>SPLC</u>	<u>ZIP Code</u>
Origins: Defense Distribution Center Susquehanna, PA (DDSP)		
- New Cumberland Facility	209405270	17070
- Mechanicsburg Facility	206709270	17013

Destinations: All points in the Continental United States (CONUS)

Origin II requirement(s):

	<u>SPLC</u>	<u>ZIP Code</u>
Origins: Defense Distribution Depot San Joaquin, CA (DDJC)		
- Sharpe Facility	875675270	95296
- Tracy Facility	875702270	95376

Destinations: All points in the Continental United States (CONUS)

Origin III (all other depots) requirement(s):

	<u>SPLC</u>	<u>ZIP Code</u>
Origins:		
Defense Distribution Depot Anniston, AL (DDAA)	471966250	36201
Defense Distribution Depot Richmond, VA (DDRV)	257617270	23292
Defense Distribution Depot Barstow, CA (DDBC)	880190280	92311
Defense Distribution Depot San Diego, CA (DDDC)	889593270	92136,92135
Defense Distribution Depot Jacksonville, FL (DDJF)	491200295	32212
Defense Distribution Depot Albany, GA (DDAG)	46823270	31704
Defense Distribution Depot Warner Robins, GA (DDWG)	463524240	31908
Defense Distribution Depot Cherry Point, NC (DDNC)	405372280	28533
Defense Distribution Depot Corpus Christi, TX (DDCT)	689100290	78419
Defense Distribution Depot Norfolk, VA (DDNV)	261000291	23512
Defense Distribution Mapping Agency, Richmond, VA (DDMA)	257617270	23292
Defense Distribution Depot Hill, UT (DDHU)	762720204	84056
Defense Distribution Depot Puget Sound, WA (DDPW)	845450290	98314
Defense Distribution Depot Red River, TX (DDRT)	661157250	75507
Defense Distribution Depot Tobyhanna, PA (DDTP)	202230250	18466
Defense Distribution Depot Oklahoma City, OK (DDOO)	626200241	73145
Defense Distribution Depot Columbus, OH (DDCO)	353100000	43216

Destinations: All points in the Continental United States (CONUS)

Appendix B

Operations At DLA Defense Distribution Depots

Depot	Operating Hours	Day of Week	Depot Facilities
Defense Distribution Depot Albany GA	7 am to 3 pm	Monday thru Friday	
Defense Distribution Depot Anniston AL	7:30 to 3 pm	Monday thru Friday	
Defense Distribution Depot Barstow CA	7 am to 2:30 pm	Monday thru Friday	
Defense Distribution Depot Cherry Point NC	7:30 am to 5 pm	Monday thru Friday	
Defense Distribution Depot Corpus Christi TX	7 am to 8 pm	Monday thru Friday	
	7 am to 3:30 pm	Saturday	
Defense Distribution Depot San Diego CA	6:30 am to 4 pm	Monday thru Friday	San Diego Facility
	6:30 am to 4:15 pm	Monday thru Friday	North Island Facility
Defense Distribution Depot Hill UT	8 am to 4:30 pm	Monday thru Friday	
Defense Distribution Depot San Joaquin (DDJC), CA	6 am to 10 pm	Monday	
	5 am to 10 pm	Tuesday thru Saturday	
Defense Distribution Depot Jacksonville FL	7:30 am to 5 pm	Monday thru Friday	Jacksonville Facility
	7:30 am to 4:30 pm	Monday thru Friday	Mayport Facility
Defense Distribution Depot Mapping, Richmond VA	6:30 am to 5 pm	Monday thru Friday	
Defense Distribution Depot Norfolk VA	6:30 am to 9:30 pm	Monday thru Friday	
Defense Distribution Depot Oklahoma City OK	7 am to 6 pm	Monday thru Friday	
Defense Distribution Depot Puget Sound WA	6:30 am to 2:30 pm	Monday thru Friday	
Defense Distribution Depot Red River TX	7 am to 11 pm	Monday thru Friday	
Defense Distribution Depot Richmond VA	6:30 am to 6 pm	Monday thru Friday	
Defense Distribution Depot Susquehanna (DDSP) PA	6 am to 6 am	Monday thru Friday	New Cumberland Facility
	6 am to 4:30 pm	Saturday	
	6 am to 12:00 Midnight	Monday thru Friday	Mechanicsburg Facility
	6 am to 4:30 pm	Saturday	
Defense Distribution Depot Tobyhanna PA	7:30 am to 5:30 pm	Monday thru Friday	
Defense Distribution Depot Warner Robins GA	7:30 am to 5 pm	Monday thru Friday	

Appendix C

Operations At DLA Defense Distribution Depots
With Multiple Pickup Or Inter-Depot Stops

Multiple Depot Pick-Up Sites

Multiple Pick-up Sites and/or inter-depot stops	Pickup Stops	Inter-depot Stops
Defense Distribution Depot Anniston, AL (DDAA)	1	2
Defense Distribution Depot Richmond, VA (DDRV)	2	4
Defense Distribution Depot Barstow, CA (DDBC)	1	
Defense Distribution Depot San Diego, CA (DDDC)	3	2
Defense Distribution Depot San Joaquin, CA (DDJC)	1	4
Defense Distribution Depot Jacksonville, FL (DDJF)	2	2
Defense Distribution Depot Warner Robins, GA (DDWG)	1	3
Defense Distribution Depot Cherry Point, NC (DDCN)	2	
Defense Distribution Depot Susquehanna, PA (DDSP)		
Mechanicsburg facility	1	7
New Cumberland facility	1	7
Defense Distribution Depot Corpus Christi, TX (DDCT)	2	
Defense Distribution Depot Norfolk, VA (DDNV)	3	
Defense Distribution Mapping Agency Richmond, VA (DDMA)	1	
Defense Distribution Depot Hill, UT (DDHU)	2	4
Defense Distribution Depot Puget Sound, WA (DDPW)	1	2
Defense Distribution Depot Red River, TX (DDRT)	1	3
Defense Distribution Tobyhanna PA (DDTP)	3	

Appendix D

Estimated Tonnage Oct 01 – Sep 02

Location	Shipments	Weight In Pounds
San Joaquin, Ca	752,611	6,747,500
Susquehanna, Pa	3,681,335	30,695,200
All Other Depots	936,979	9,374,300

Appendix E

Applicable Accessorial Charges

Increased Valuation (EXCESS)	\$2.50 minimum \$.50 per \$100 For each \$100 max liability \$50,000 Per package
Address Correction	\$6.50 Per package
Hazardous Material	\$20 for 1-25 lbs \$80 for 26-150 lbsPer package
Redelivery	\$5.00 Per package

Appendix F

Carrier Data Needed

Carrier Name:
Address:

Business Point of Contact:
Telephone:
Fax:
E-mail:

Technical Point of Contact:

Telephone:
Telephone:
Fax:
E-mail:

Technical Point of Contact:
Telephone:
Fax:
E-mail:

Carrier SCAC:

Implemented Since:

EDI Qualifier/ID:

EDI Transaction Type:

Transaction Version/Release:

Carrier's VAN:

Frequency of Transmissions:

Process/Transmit on Weekends:

Anticipated DoD Volume:

Modes of Transport:

Small package freight

Appendix G

CEDI-DEBX Business Rules

1. Carriers will report status on DoD-procured transportation.
2. Carriers will report DoD accounts identified with transportation control numbers or requisition numbers.
3. Carriers will report DoD transportation procured with a Government Bill of Lading or a Commercial Bill of Lading.
4. Motor, air, and ocean carriers will use the ANSI-developed standards for electronic data interchange of status information.
5. Motor and air carriers will use the ANSI ASC X12 214 transaction set for electronic data interchange of status information. Rail carriers may also use the 214 transaction sets or the Car Location Messages.
6. Carriers will send one ANSI ASC X12 transaction set per shipment unit for each designated event throughout the life cycle of the shipment.
7. Designated events are:
 - Pickup
 - Departure from any intermediate stop for pickup
 - Arrival at any mode change point
 - Departure from any mode change point
 - Arrival at any intermediate stop for delivery
 - Delivery
8. An ANSI ASC X12 transaction is generated for each status code; status codes identify designated events.
9. The JECPO DEBX will capture ANSI ASC X12 and AAR CLM data elements, convert them to flat files, and transmit these data elements to GTN in flat files.
10. Each electronic transmission of carrier status information will be processed and transmitted to GTN as 214 (motor/air/rail), 315 (ocean), and CLM (rail) flat files.
11. All data elements for a particular ANSI ASC X12 transaction set will be captured.
12. Local times will be reported.
13. GTN would like carriers to report locations with codes.
14. GTN flat files will contain any ANSI ASC X12 or AAR CLM code reported by carriers.
15. The sending trading partner field in the HDR will contain the carrier SCAC.
16. The HDR segment of all GTN flat file messages will specify date/time/century.

ATTACHMENT 1: Schedule B Pricing Sheets/Estimated Volumes

Separately Posted on MTMC Web Site

ATTACHMENT 2

GOVERNMENT QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)
SURFACE SMALL PACKAGE CONTRACT

1. OBJECTIVE. This Quality Assurance Surveillance Plan (QASP) has been developed as an aid to the Government in providing effective and systematic surveillance for the U.S. Army Military Traffic Management Command (MTMC) Surface Small Package Contract. This QASP provides the methodology by which a contractor's performance will be monitored to determine compliance with critical and standard performance objectives. The plan is designed so that surveillance is limited to that which is necessary to verify that the contractor is performing the services satisfactorily and relates directly to critical performance objectives of the Performance Work Statement (PWS). Critical performance objectives are those designated with corresponding performance measures and standards. Surveillance will be related to the Performance Requirements Summary (PRS).

2. GOVERNMENT SURVEILLANCE.

a. The Contracting Officer will designate in writing a primary and alternate Contracting Officer Representative (COR), as well as site-specific Alternate CORs (ACOR) for each region of the contract. The COR authority will be limited to administering specific technical aspects of the contract. The letter of designation will identify specific guidelines and clearly detail the limits of the COR authority.

b. CORs will be designated from the Military Traffic Management Command Operations Center, and ACORs from Transportation Officers at Shipper locations, to monitor daily contractor performance. CORs and ACORs will be designated in writing and provided a copy of the contract and this surveillance plan. ACORs will:

- (1) Track shipments to ensure that ordering officers meet minimum requirements.
- (2) Maintain a detailed knowledge of the technical requirements of the contract.
- (3) Monitor and record the contractor's performance.
- (4) Maintain complete and accurate documentation.
- (5) Establish and maintain a good working relationship with the Contractor.
- (6) Not make legal interpretations.
- (7) Not impose tasks or performance standards not included in the contract.
- (8) Not supervise or direct Contractor personnel.
- (9) Not waive contract requirements.

c. The COR is responsible for resolving performance issues. The COR will immediately notify the Contracting Officer if satisfactory resolution cannot be reached.

d. The COR, ACORs and Contracting Officer will meet as necessary with the contractor during the first year of contract performance to discuss operations and problem areas.

3. SURVEILLANCE. Surveillance of contractor performance is the method used by the Government to determine whether the contractor is effectively and efficiently complying with all terms and conditions of the contract. In addition to statistical analysis, the functional expertise of the COR/ACOR plays a critical role in adequately evaluating contractor performance. The following surveillance methods shall be used:

- (1) Contractor monthly reports.
- (2) Random Data Validation. CORs/ACORs will randomly validate performance standards data captured in the contractor's monthly reports.

(3) Information Management System (IMS). The government's IMS (PowerTrack, other) will capture and self-document performance data information for some of the Performance Standards identified in the PWS. The ACORs will generate Performance Reports through the IMS to evaluate performance

(4) Complaints or Compliments. Complaints or compliments from contract users may be used as a basis for identifying non-compliance or superior performance against performance objectives or to substantiate original findings documented through the IMS.

4. PERFORMANCE REVIEWS AND EVALUATIONS.

a. The COR, with selected ACORs, will conduct quarterly performance reviews and semi-annual evaluations with the contractor. Performance standards relating to provision of Surface Small Package contract support services to MTMC and other transportation customers will be evaluated on a task basis. Contractor performance against the Acceptable Quality Level (AQL), as identified in the PWS, will be determined during the semi-annual evaluation. Two quarters of performance data will be used for the semi-annual evaluation. Reviews and evaluations will form the basis for determining compliance with performance objectives, measures and standards. When surveillance results show consistent performance at or above the AQL, reviews may be adjusted to a semi-annual basis as a further incentive and encouragement.

b. ACOR/TO will provide the COR with examples of superior support and documentation of support exceeding performance standards, as well as IMS documented deficiencies, standard performance objective deficiencies, and all customer compliments or complaints documented during the specified period of time for each task or other service provided as applicable. The ACOR/TO will thoroughly document all compliments or deficiencies, identify source of information and reference the applicable PWS performance standard or contract requirement for which the deficiency applies. IMS performance standard documented deficiencies will contain a reference to the applicable performance objective and identify where the specific service fell short of the Performance Standard. ACOR/TO will document superior performance or deficiencies using the Evaluation Sheet at Attachment 1.

c. The ACORs will generate performance reports using the government's IMS identifying the level to which the performance standard for critical objectives was achieved based on a cumulative total of all activity for the period of performance and send copies of the reports to the COR. The COR will use the performance reports for the quarterly performance reviews and the semi-annual performance evaluation, will provide performance reports to the appropriate contractor, and will share all performance reports with all shippers and ACORs in an award region.

5. ANALYSIS OF PERFORMANCE REVIEW RESULTS. At the end of each performance evaluation period, the COR will evaluate all surveillance data to determine those critical performance standards that do not meet the AQL in the PRS. The COR will prepare a Contract Discrepancy Report (CDR) and issue it to the Contractor. The CDR will refer to the performance objective and standard and state how the AQL was not met. The contractor shall respond in writing to the COR generated CDR within five working days. The contractor response shall explain why the performance deviated from the AQL, how the performance will be returned to acceptable levels and how a recurrence of the problem will be prevented in the future. The COR may issue a CDR for recurring failure to meet other contract performance objectives or requirements. The contractor shall respond in accordance with requirements identified herein. A copy of the CDR will be provided to the Contracting Officer within five working days after the end of the evaluation period. Failure to respond, repeated failures to achieve AQL, or failures to correct issues addressed in a CDR will be grounds for termination for cause.

6. QASP REVISIONS. Revisions to this plan are the joint responsibility of the COR/ACOR and Contracting Officer.

ATTACHMENT 3

Performance Requirements Summary with Surveillance (PRS)

Performance Requirement (para)	Measure	Standard	Surveillance	Performance Monitor
C.4.2.2 Time Delivery	On- Meets Desired Delivery Date	96%	Contractor Reports, PowerTrack	ACOR, TO
C.4.2.3 On-Time Delivery	Delivery without loss or damage	96%	Contractor Reports, PowerTrack	ACOR, TO
C.4.5.1 Delivery/ Performance Reports	Reports delivered by the twenty-fifth day of each month	98%, but not more than five (5) business days late	Deliverable log/record	ACOR, TO
C.4.6.5.a GTN Receives Status Input	GTN: Free from errors in syntax or semantics	Not less than 98% free per each error	GTN	ACOR
C.4.6.5.c GTN Receives Status Input	GTN: Timely provision of status after above events: Normal Service within 12 hours	95%	GTN	ACOR

COR Contracting Officer's Representative
ACOR Alternate Contracting Officer's Representative
TO Transportation Officer

ATTACHMENT 4

PERFORMANCE MONITOR
EVALUATION
SHEET

DATE: _____

1. PERFORMANCE MONITOR: _____

2. EVALUATION PERIOD: _____

3. PERFORMANCE DEFICIENCY AREA: _____

4. RELATED PERFORMANCE OBJECTIVE: _____

5. PWS PARAGRAPH NUMBER: _____

6. SOURCE OF INFORMATION: _____

7. SUMMARY OF PERFORMANCE DEFICIENCY: _____

8. CONTRACTOR PERSONNEL CONTACTED: _____

9. REMARKS: _____

ATTACHMENT 5

Event Code Reporting

Suggested Surface Information Via EDI.

Event	Motor LTL ANSI ASC X12 214 Status Codes (157)
Pickup	AM, L1, AF
Arrival	A, J1, J, X4
Departure	P1, P
Delivered	AH, D1, X1, X5, D
Other	SD, X6, CT, K, T, WE
Code Descriptions	
A	Arrived (157)
A	Arrival Other Than Destination (CLM-Rail Sighting Codes)
AE	Loaded on Vessel
AF	Actual Pickup (157)
AF	Carrier Departed Pick-up Location with shipment
AH	Attempted Delivery
AM	Loaded on Truck
AN	Loaded on Air
CT	Customs Released
D, X1	Delivered (157)
D	Arrival at Destination or Delivered Offline (CLM-Rail Sighting Codes)
D1	Completed Unloading at Delivery Location
I	In-Gate
J	Delivered to Connecting Line (157-Motor LTL)
J	Junction Delivery (CLM-Rail Sighting Codes)
J1	Delivered to Connecting Line
K	Intermodal Interchange (CLM-Rail Sighting Codes)
K	Arrived at Customs
L1	Loading
O	Origin (Operational)
OA	Out-Gate
P	Departure from Location (157)
P	Departure (CLM-Rail Sighting Codes)
P1	Departing Terminal Location
R	Place of Receipt (Contractual) (Origin)
SD	Shipment Delayed
T	At Terminal
UV	Unloaded from Vessel
VA	Vessel Arrival
VD	Vessel Departure
W	Released by Customer
WE	Weather Prevention
X1	Arrived at Delivery Location
X4	Arrived at Terminal Location
X5	Arrived at Delivery Location Loading Dock
X6	En Route to Delivery Location

