

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
 OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30

1. REQUISITION NUMBER
 PAGE 1 OF 57

2. CONTRACT NO. HTC711-09-D-0047
 3. AWARD/EFFECTIVE DATE 06-Aug-2009
 4. ORDER NUMBER
 5. SOLICITATION NUMBER HTC711-09-R-0016
 6. SOLICITATION ISSUE DATE 01-May-2009

7. FOR SOLICITATION INFORMATION CALL:
 a. NAME
 b. TELEPHONE NUMBER (No Collect Calls)
 8. OFFER DUE DATE/LOCAL TIME 04:00 PM 26 May 2009

9. ISSUED BY CODE HTC711
 USTRANCOM-AQ - HTC711
 508 SCOTT DR
 SCOTT AFB IL 62225-5357
 TEL: CONTACT BUYER
 FAX: CONTACT BUYER

10. THIS ACQUISITION IS
 UNRESTRICTED
 SET ASIDE: 100% FOR
 SB
 HUBZONE SB
 8(A)
 SVC-DISABLED VET-OWNED SB
 EMERGING SB
 SIZE STD: 500 NAICS: 483111

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
 SEE SCHEDULE
 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)
 13b. RATING
 14. METHOD OF SOLICITATION
 RFQ IFB RFP

12. DISCOUNT TERMS
 Net 30 Days

15. DELIVER TO CODE HTC711
 SCOTT

16. ADMINISTERED BY CODE
SEE ITEM 9

17a. CONTRACTOR/OFFEROR CODE 1MJZ1
 TRANSATLANTIC LINES
 GUDMUNDUR KJAERNESTED
 6 LINCOLN AVE
 GREENWICH CT 06830-5751
 TEL. 203-625-5514 EXT. 104
 FACILITY CODE

18a. PAYMENT WILL BE MADE BY CODE PWRTRK
 POWERTRACK
 PAID BY POWERTRACK
 VIA ELECTRONIC TRANSMISSION
 SCOTT AFB IL 62225

17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER
 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED SEE ADDENDUM

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

25. ACCOUNTING AND APPROPRIATION DATA
 26. TOTAL AWARD AMOUNT (For Govt. Use Only)
\$5,737,108.14 EST

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA ARE ARE NOT ATTACHED
 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ARE ARE NOT ATTACHED

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES 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.
 REF: TRANSATLANTIC

29. AWARD OF CONTRACT: REFERENCE
 OFFER DATED 01-Aug-2009 . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: SEE SCHEDULE

30a. SIGNATURE OF OFFEROR/CONTRACTOR
 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)
 31c. DATE SIGNED
 06-Aug-2009

30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)
 30c. DATE SIGNED
 31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)
 TEL. EMAIL

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

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

32a. QUANTITY IN COLUMN 21 HAS BEEN
 RECEIVED INSPECTED ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
------------------------	------------------------	-------------

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY (<i>Print</i>)		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT (<i>Location</i>)	
		42c. DATE REC'D (<i>YY/MM/DD</i>)	42d. TOTAL CONTAINERS

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0001	GTMO Sealift Services FFP Dedicated liner service for containerized and break bulk cargo between U.S. Naval Station Guantanamo Bay, Cuba (GTMO) and Jacksonville, Florida (JaxPort). Rates shall be entered into the CARES II system. FOB: Destination COLOR: A	1	Lot	\$5,737,108.14	\$5,737,108.14 EST
ESTIMATED NET AMT					\$5,737,108.14 (EST.)

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
1001 OPTION	GTMO Sealift Services FFP Dedicated liner service for containerized and break bulk cargo between U.S. Naval Station Guantanamo Bay, Cuba (GTMO) and Jacksonville, Florida (JaxPort). Rates shall be entered into the CARES II system. FOB: Destination COLOR: A	1	Lot	\$5,737,108.14	\$5,737,108.14 EST
ESTIMATED NET AMT					\$5,737,108.14 (EST.)

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
2001 OPTION	GTMO Sealift Services FFP Dedicated liner service for containerized and break bulk cargo between U.S. Naval Station Guantanamo Bay, Cuba (GTMO) and Jacksonville, Florida (JaxPort). Rates shall be entered into the CARES II system. FOB: Destination COLOR: A	1	Lot	\$5,736,964.14	\$5,736,964.14 EST

ESTIMATED NET AMT	\$5,736,964.14 (EST.)
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INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
1001	N/A	N/A	N/A	Government
2001	N/A	N/A	N/A	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 01-OCT-2009 TO 30-SEP-2010	N/A	USTRANSCOM-AQ - HTC711 508 SCOTT DR SCOTT AFB IL 62225-5357 FOB: Destination	HTC711

1001	POP 01-OCT-2010 TO 30-SEP-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HTC711
2001	POP 01-OCT-2011 TO 30-SEP-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HTC711

CLAUSES INCORPORATED BY FULL TEXT

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

(End of clause)

CLAUSES INCORPORATED BY REFERENCE

52.203-3	Gratuities	APR 1984
52.203-6 Alt I	Restrictions On Subcontractor Sales To The Government (Sep 2006) -- Alternate I	OCT 1995
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.204-7	Central Contractor Registration	APR 2008
52.212-4	Contract Terms and Conditions--Commercial Items	OCT 2008
52.222-3	Convict Labor	JUN 2003
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	MAR 2007
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	SEP 2006
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	SEP 2006
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.228-3	Worker's Compensation Insurance (Defense Base Act)	APR 1984
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.247-64 Alt I	Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) - Alternate I	APR 2003
252.201-7000	Contracting Officer's Representative	DEC 1991
252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	SEP 2007
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.212-7001 (Dev)	Contract Terms and Conditions Required to Implement Statutes or Executive Orders Applicable to Defense Acquisitions of Commercial Items (Deviation)	JAN 2009
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	SEP 2004

252.232-7003 Electronic Submission of Payment Requests and Receiving Reports MAR 2008

CLAUSES INCORPORATED BY FULL TEXT

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

(a) If the Contractor fails to deliver the supplies or perform the services within the time specified in this contract, the Contractor shall, in place of actual damages, pay to the Government liquidated damages of \$1,000.00 per calendar day of delay.

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

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

(End of clause)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (APR 2009) (DEVIATION)

(a) Comptroller General Examination of Record. The Contractor agrees to comply with the provisions of this paragraph (a) if the 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 the 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 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.

(b)(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 this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (DEC 2008) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note).

(ii) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Section 1553 of Pub. L. 111-5). Applies to subcontracts funded under the Act.

(iv) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

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

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

(viii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

(ix) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (FEB 2009) (41 U.S.C. 351, et seq.).

(xii) 52.222-54, Employment Eligibility Verification (Jan 2009). (Not applicable until May 21, 2009.)

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xiv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

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

(End of clause)

52.216-18 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 Base Period - 1 July 09 to 30 June 10, Option Year one (1) – 1 July 10 to 30 June 11, Option Year two (2) – 1 July 11 to 30 June

12.

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

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

(End of clause)

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than **1 Forty Foot Equivalent or 1 Measurement Ton (40 Cubic Feet)**, 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 **the capacity of the vessel;**

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

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

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

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

(End of clause)

52.216-21 REQUIREMENTS (OCT 1995)

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

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

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

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

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

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

(End of clause)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 15 days.

(End of clause)

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

(a) The Government may extend the term of this contract by written notice to the Contractor before the contract expires; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 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 42 months.

(End of clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

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

(b) The use in this solicitation or contract of any [Department of Defense Supplement to the Federal Acquisition Regulation](#) (48 CFR [Chapter 1](#)) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

PERFORMANCE WORK STATEMENT

Performance Work Statement for Guantanamo Bay, Cuba Sealift (GTMO)

- 1.0 Introduction/Background**
- 1.1 Requirement
- 2.0 Scope**
- 2.1 General Scope
- 2.2 Cargo
- 2.3 Voluntary Intermodal Sealift Agreement (VISA) Program
- 2.4 Regulatory Compliance /Applicable Documents
- 2.5 Bunker Adjustment Factor (BAF)
- 3.0 Maritime Clauses**
- 3.1 Application of COGSA
- 3.2 Scope of Voyage (Liberties)
- 3.3 Strikes
- 3.4 Amended Jason Clause
- 3.5 Leins
- 3.6 Force Majure
- 3.7 War Risk
- 3.8 Excepted Cargo Category
- 3.9 Operational Shortfalls
- 4.0 Performance Requirements**
- 4.1 Performance Requirement Summary (PRS)
- 4.2 Service Frequency
- 4.3 Transit Time
- 4.4 Vessel Schedule
- 4.5 Electronic Commerce/Electronic Data Interchange (EDI)
- 4.5.1 Shipment Status Reporting
- 4.5.2 Table of Reportable Shipment Status Events
- 4.6 Required Delivery Date
- 4.7 Cargo Lifted as Booked
- 4.8 Monthly Revenue Report
- 4.9 Equipment
- 4.10 Reefer Equipment
- 4.11 Container Standards
- 4.11.1 High Cube Containers
- 4.12 Containers Pickup/Delivery
- 4.13 Payment
- 5.0 Notes/Guidance**
- 5.1 Limitation of Government Liability
- 5.1.1 Dead Freight
- 5.1.2 Alternate Transportation
- 5.2 Limitation of Carrier's Obligation
- 5.2.1 Cargo Rejection
- 5.2.2 Unsafe Operation

- 5.2.3 Hazardous Cargo
- 5.3 Use of Government Terminals
 - 5.3.1 Services
 - 5.3.2 Shifting Docks
 - 5.3.3 Custom of the Trade
 - 5.3.4 Security
 - 5.3.5 Safety in Loading and Discharging of Cargo
 - 5.3.6 Substitution
- 5.4 Damage to Equipment
 - 5.4.1 Damage to Carrier Equipment
 - 5.4.2 Damage to Carrier Vessel or Vessel Equipment
 - 5.4.3 Damage to Government Equipment
- 5.5 Government Furnished Containers
- 5.6 Cargo Receipt
 - 5.6.1 Improper Documentation
- 5.7 Failure to Spot
 - 5.7.1 Remedies
 - 5.7.2 Liquidated Damages
- 5.8 Delay in Spotting
- 5.9 Overweight Containers
 - 5.9.1 Notification
 - 5.9.2 Cost Liabilities
 - 5.9.3 Carriage of Overweight Container
- 5.10 Government Failure to Timely Release Containers
 - 5.10.1 Occurrence
 - 5.10.2 Load on the Next Vessel
 - 5.10.3 Un-stuff the Container
 - 5.10.4 Move Shipping Place
- 5.11 Carrier Failure to Load Containers
 - 5.11.1 Occurrence
 - 5.11.2 Load on the Next Vessel
 - 5.11.3 Move to Another Shipping Place
 - 5.11.4 Return the Cargo
- 5.12 No Fault Failure to Meeting Sailing
 - 5.12.1 Occurrence
 - 5.12.2 Load On the Next Vessel
 - 5.12.3 Move to Another Shipping Place
 - 5.12.4 Return the Cargo
- 5.13 Delay of Schedule Sailing
 - 5.13.1 Occurrence
 - 5.13.2 Container Release
 - 5.13.3 Move to Another Shipping Place
 - 5.13.4 Return the Cargo
- 5.14 Storage Charges
- 5.15 Commencement and Time Standard of Delivery Transportation
- 5.16 Transshipment of Relay
 - 5.16.1 Policy
 - 5.16.2 Foreign Flag Vessel
 - 5.16.3 Notification of Arrival
- 5.17 Diversion for the Convenience of the Government
- 5.18 Transfer of Containerized Cargo
- 5.19 Time
 - 5.19.1 Free Time Allowed
 - 5.19.2 Commencement of Free Time

- 5.19.3 Running of Time
- 5.19.4 No Running of Time
- 5.19.5 Cessation of Time
- 5.19.6 Delivery at Carrier's Terminal
- 5.19.7 Refrigerated Containers
- 5.20 Detention
- 5.20.1 Incurrence
- 5.20.2 Computation of Detention
- 5.20.3 Refrigerated Containers
- 5.20.4 Chassis Detention
- 5.21 Container Detention Charges
- 6.0 Quality Council**
- 7.0 Miscellaneous**
- 7.1 Shipping/Delivery Order
- 7.2 Container Size Ordered/Provided
- 7.3 Application of Rates
- 7.3.1 Expression Rates
- 7.3.2 Containerized Cargo
- 7.3.3 Vehicles
- 7.3.4 Stripping, Sorting, and Consolidation Charges
- 7.3.5 Break-bulk Cargo
- 7.4 Exceptions To General Application of Rates
- 7.4.1 Government Furnished Containers
- 7.5 Payment
- 7.5.1 Power Track
- 7.5.2 Submission of Invoices
- 7.5.3 Determination of Delivery
- 7.5.4 Withholding Payment
- 7.5.5 Reimbursement
- 7.5.6 Payment
- 7.5.7 Line-haul/Drayage
- 7.5.8 Electronic Payment
- 7.5.9 MRM-15
- 7.6 Refunds, Rebates and Credit
- 7.7 Agreed Cost Responsibility
- 7.7.1 General
- 7.7.2 Responsibility of the Carrier
- 7.7.3 Responsibility of the Government
- 7.8 Submission of Operational Reports

APPENDIX I Guantanamo Bay, Cuba Sealift

- 1.0 Description of GTMO Environment
- 1.1 Physical Characteristics/Equipment
- 1.2 GTMO & JAX Port Security Requirements
- 1.3 Leasing of Carrier Equipment
- 1.4 Equipment Interchange
- 1.5 Supercargo Service
- 2.0 Scope
- 2.1 Transportation Services
- 2.2 On Site Office Space
- 2.3 Acceptance and Movement of Non-Government Cargo
- 2.4 Second (2nd) POV's (or alternatively a marine conveyance)
- 3.0 Identification of Authorized Agents
- 4.0 Container Service

- 5.0 Accessorial Services
- 6.0 Over Dimensional Cargo
- 7.0 Accessorial Charges
- 8.0 Equipment Pools
- 9.0 Quality Assurance Program (QAP)

ATTACHMENTS

- Attachment 1 Definitions/Abbreviations & Acronyms
- Attachment 2 Invoicing and Payment

1.0 INTRODUCTION/BACKGROUND

1.1 Requirement

United States Transportation Command (USTC) has a requirement for dedicated liner service for containerized and break bulk cargo between U.S. Naval Station Guantanamo Bay, Cuba (GTMO) and Jacksonville, Florida (JaxPort).

2.0 SCOPE

2.1 GENERAL SCOPE

The general scope of services under this RFP includes:

- Ocean Transportation
- Related Intermodal movements and services
- Management Expertise

2.2 CARGO

2.2.1 Types. Types of cargo to be carried are military's cargo, POV's, household goods, subsistence, and any other cargo shipped by the Department of Defense (DOD) in the Defense Transportation System (DTS). All cargo shall be stowed in accordance with commercial shipping practices to prevent damage due to exposure to the elements.

2.2.2 Carriage. Cargo will be loaded and discharged by the carrier at terminal(s) at the carrier's CONUS port of call. The Carrier shall furnish all containers unless Government owned containers are to be transported.

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

See Attachment for city groups and zones that are part of this contract.

2.3 VOLUNTARY INTERMODAL SEALIFT AGREEMENT (VISA) PROGRAM

In compliance with the U.S. Cargo Preference Act of 1904 (10 U.S.C. 2631), U.S. flag Carriers will be given preference for award of contracts resulting from this solicitation. USTC recognizes the continuing need for a formalized program for the acquisition of sealift augmentation under less than full mobilization. Enrollment of a

Carrier's U.S. flag fleet in an authorized sealift readiness program establishes an award preference for participants under this procurement.

2.4 REGULATORY COMPLIANCE/APPLICABLE DOCUMENTS

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

2.5 BUNKER ADJUSTMENT FACTOR (BAF)

2.5.1 Allowance

An allowance for fluctuations in marine fuel prices shall be paid to the Contractors or to the U.S. Government in accordance with the following:

The allowance shall be paid per freight payable unit of cargo. For containerized goods these units are 20-foot and 40-foot containers. For breakbulk cargo, they are measurement tons.

The Bunker Adjustment Factor is zero unless the one-month average fuel price is at least 20% higher or 20% lower (inclusive) than the baseline average fuel price.

The compensation per freight payable unit shall be calculated as follows:

$$\frac{[(\text{Monthly Avg fuel price of MDO} \times \% + \text{Monthly Avg fuel price IFO 380} \times \% - \text{Baseline fuel price}) \times \text{BAF Technical Factor}]}{6.50}$$
 (Conversion factor, metric tons to barrels) This formula will change depending on the type(s) of fuel used.

2.5.2 Baseline Fuel Price

The baseline for IFO 380 is \$286 and the baseline for MDO is \$489 for Norfolk. The source for this information is Bunkerworld. The type of fuel consumed by the barge/vessel used for this service will determine if IFO 380 or MDO is used (this information will be submitted as part of the offeror's vessel profile in the technical proposal). The government reserves the right to determine a new baseline after award if the barge or vessel used consumes a mixture of these fuels. This baseline will apply to the base year and all option years.

2.5.3 Calculations

2.5.3.1 BAF shall be calculated using Norfolk (ex-wharf) prices.

2.5.3.2 An average fuel price shall be computed by SDDC for Norfolk. This average price shall be calculated on or after the first of the month for the prior month and shall apply to shipments booked for sailings in the next month. The monthly computation of adjusted average fuel prices will be posted to the SDDC website no later than the 10th of the month prior to the month in which it will be applied. Example: The average fuel prices for calculation of BAF charges for March shall be based on bunker prices for the month of January.

2.5.3.3 The scheduled month the vessel departs the load port at the time of booking shall determine the month for calculation of BAF charges.

2.5.3.4 The source for bunker prices is Bunkerworld; <http://www.bunkerworld.com/>, which calculates bunker average monthly prices by port and fuel type. These prices are quoted in metric tons and shall be converted to barrels by dividing by 6.50. The IFO 380 and MDO average quotes shall then be averaged to calculate the monthly average fuel prices for Norfolk.

Conversion Factors for fuel types identified above are per DESC FY 07 standard fuel conversions

Fuel Type	BBLs per MT
IFO 380	6.467
MDO	7.162

2.5.3.5 SDDC shall monitor, calculate and post BAF to the SDDC website.

2.6 Payment procedures.

2.6.1 For shipments paid using PowerTrack/U.S. Bank, the BAF shall be fixed at the time of booking and shall be based on the date the booked vessel is scheduled to sail. When BAF is payable, shippers shall include the applicable BAF amount (plus or minus) to all shipments paid to the Contractor via their own documentation and payment system at the time that the original transactions are sent to PowerTrack. Contractors using the PowerTrack invoice procedure shall include the applicable BAF amount (plus or minus) in their invoice.

2.6.2 For all shipments other than those paid using PowerTrack/U.S. Bank, Contractors are responsible for indicating on their shipment invoice whether a fuel payment is due them, whether no fuel payment is to be made or whether a fuel payment is due SDDC. If a fuel payment is due the Contractor or SDDC, the Contractor shall compute the value of the payment (or credit) and indicate this on the shipment invoice. If there is no fuel payment, the Contractor shall indicate on the invoice “No Fuel Adjustment”. BAF for authorized agent shipments shall be paid using this process.

2.7 Application

The bunker fuel adjustment applies to fuel purchased by the Contractor from normal commercial suppliers and does not apply when bunker fuel has been provided or subsidized by the U.S. Government or foreign Governments.

2.8 Technical Factors and Freight Payable Units

The technical factors and their freight payable units are shown in Table 1.

Route(s)	Payable Unit	Factor
Guantanamo Bay, Cuba	40-foot container	1.43
	20-foot container	0.86
	MsT	0.03

3.0 MARITIME CLAUSES

3.1 APPLICATION OF COGSA

The United States Carriage of Goods by Sea Act 46 U.S.C. 1300 et seq. (hereinafter “COGSA” or “the Act”) is incorporated and shall apply to the ocean transportation of all goods (including goods in containers stowed on deck, which shall be considered as goods stowed under deck) under any Shipping Order with the same force and effect as if the Act applied to such carriage by express provision therein; except that as to deck cargo, the U.S Government shall bear the risk of perils inherent in deck carriage; provided, however, in case of loss, damage or shrinkage in transit, the rules and conditions governing commercial shipments shall not apply as to the period within which notice thereof shall be given the contractor or as to the period within which claim, therefore, shall be made or suit instituted. For the purpose of interpreting Section 4 of the Act, "Limitation of Liability", the act of loading cargo into, or upon, a container shall not transform such containerized cargo into a single COGSA “package” (as defined herein), unless such cargo satisfies the COGSA requirements of a single “package” irrespective of the fact that it has been containerized. (for example, the decision of a contractor to load a piece of equipment or other cargo on a flatrack does not necessarily convert that equipment/cargo into a single COGSA “package.”) The limitation of liability set out in Section 4 of the Act shall apply to each package and to cargo not in packages to each measurement ton of cargo. Additionally, as permitted by COGSA, the parties to this contract agree to set the limitation of liability at **\$1,375 per package**, and to cargo not in packages at **\$1,375 per each measurement ton** of

cargo, except for POV's as stated in Appendix para 5.7. The carriage of cargo under any Shipping Order issued pursuant to this contract shall not be deemed or construed to be the carriage of cargo pursuant to special terms and conditions as provided for in Section 6 of the Act; and nothing in this solicitation is intended to relieve the contractor or the vessel from liability for loss or damage to or in connection with the goods arising from negligence, fault or failure in the duties and obligations provided by the Act or to lessen such liability otherwise than as provided therein. COGSA will apply "end-to-end" for intermodal transportation under this contract. It therefore shall also be applicable in determining liability of the contractor for loss/damage to goods arising from transportation by land. Failure of the parties to this contract to reach an agreement on loss of or damage to the goods shall be a dispute and shall be resolved in accordance with FAR 52.233-1

3.2 Scope of Voyage (Liberties). U.S. Government cargo, by its very nature, may require special diligence in the prosecution of a voyage at sea. In some cases, the highly sensitive nature of military cargo may require extraordinary handling to ensure the safety and security of the cargo as well as that of our warfighters in the field. Accordingly, the diversion of U.S. Government cargo at sea requires the unique conditions set forth below.

3.2.1 Diversion of Cargo. In any situation, whatsoever or wheresoever occurring and whether existing or anticipated before commencement of or during the voyage, which in the judgment of the contractor or master of the vessel is likely to give rise to capture, seizure, detention, damage, delay or disadvantage to or loss of the vessel or any part of her cargo, or to make it unsafe, imprudent, or unlawful for any reason to begin or continue the voyage or to enter or discharge the goods at the port of discharge, or to give rise to delay or difficulty in arriving, discharging at or leaving the port of discharge or the usual place of discharge in such port, the master, whether or not proceeding toward or entering or attempting to enter the port of discharge or reaching or attempting to reach the usual place of discharge therein or attempting to discharge U.S. Government Cargo (the Cargo) may, upon notification to the Contracting Officer (CO) as described at Section 3.2.1.1 below, discharge the Cargo into another port, depot, lazarette, craft, or other place, or retain the goods on board until the return trip or until such other time as would be prudent in the ordinary course of the Contractor's business.

3.2.1.1 Notice of Diversion. The Notice described at Section 3.2.1 above shall include, at a minimum, a description of the cargo to be diverted (container number, Transportation Control Number, etc.), the conditions giving rise to the Contractor's planned diversion of the Cargo, the diversion planned and any other measures deemed necessary by the Contractor to protect the Cargo. The Contractor or his designated representative shall provide such Notice in a manner and place consistent with the provisions of this agreement (eg., electronic mail), but it is understood that such notice may be delayed if it would put the vessel, her crew or cargo at risk of loss, damage or injury.

3.2.1.2 Equitable Adjustment, Carrier Proposed Course of Action. After notification to the CO and approval by the CO of the contractor's proposed course of action, the contractor may submit a request for an equitable adjustment to the contract for the reasonable, allocable, incurred costs to implement the approved course of action. It is understood that the contractor may be required to act before CO approval to prevent risk of loss, damage or injury to the vessel, her crew or cargo. If the contractor acts before notice to and approval by the CO, the contractor shall nonetheless be entitled to reasonable, allocable, incurred costs if the CO finds that the actions were prudent and necessary for the security and protection of government cargo. In no case shall an equitable adjustment duplicate compensation provided in a rate, accessorial charge or similar charge or otherwise reimburse the Contractor for costs chargeable (by the Contractor) to or otherwise allocable to a non-contract shipper. If the contractor has been paid for delivery to destination, the CO will consider this fact in evaluating any request for an equitable adjustment or potential government claim for a windfall to the contractor.

3.2.1.3 Mutual Agreement. Where the CO determines that the Contractor's planned diversion of the Cargo is not in the best interest of the U.S. Government, the CO shall so advise the Contractor as soon as practicable. Thereafter, the CO and the Contractor shall, with all due diligence and good faith, endeavor to mutually agree upon the prudent disposition of the Cargo.

3.2.1.4 Responsibility for the Cargo. Where the Contracting Officer determines that the contractor's planned diversion of the Cargo is not in the best interest of the U.S. Government and the Contracting Officer and the

Contractor cannot timely agree upon the disposition of the Cargo, the Contractor shall comply with the CO's direction to the contractor to deliver the cargo to a port of the U.S. Government's choice and to make any other arrangements for the cargo the Contracting Officer deems necessary to protect the Government's interest.

3.2.1.5 Equitable Adjustment for US Government Directed Course of Action. The contractor may submit a request for an equitable adjustment to the contract for reasonable, allocable costs incurred to carry out the CO's direction if such costs are caused by the need to respond to the special situation and would not have been incurred in performing the contract of carriage except for the special situation. This equitable adjustment includes costs associated with cargo on the vessel that is not transported under this contract to the extent these costs exceed costs allocable to any non-contract-6 shipper under any Scope of Voyage (Liberties) or similar clause in any contract between the contractor and a non-contract-6 shipper. In no case shall an equitable adjustment duplicate compensation provided in a freight rate, accessorial charge or similar charge or otherwise reimburse the Contractor for costs chargeable (by the Contractor) to or otherwise allocable to a non-contract-6 shipper. If the contractor has been paid for delivery to destination, the CO will consider this fact in evaluating any request for an equitable adjustment or any government claim for a windfall to the contractor.

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

3.2.2 Liberties. The Contractor, the master and the vessel shall have liberty to comply with any orders or directions as to loading, departure, arrival, routes, ports of call, stoppages, discharge, destination, delivery or otherwise howsoever given by the government of any nation or department thereof or any person acting or purporting to act with the authority of such government or of any department thereof (or by any committee or person having, under the terms of the war risk insurance on the vessel, the right to give such orders or directions). Delivery or other disposition of the goods in accordance with such orders or directions shall excuse delay in performance to the extent that such order or direction persists in prevention of performance. (See compensable Delay Clause below in Para 6.) The vessel may carry seized contraband, explosives, munitions, warlike stores, hazardous cargo, and may sail armed or unarmed and with or without convoy.

3.2.3 The vessel shall have the liberty to deviate for the purpose of saving life and property, to tow or to be towed, to sail with or without pilots, or to go into dry dock or into ways with or without cargo on board. However, in no case shall the contractor be entitled to extra compensation for such a deviation and the contractor shall not be relieved of responsibility for delivery of cargo to the destination named in the Shipping Order.

3.3 Strikes

3.3.1 Loading Port—In the event the vessel or the loading of the vessel is delayed by reason of strikes or stoppage of work, the contractor may, at the loading port dispatch the vessel with such portion of the cargo as may then be on board.

3.3.2 Discharge Port—In the event the vessel or discharge of the vessel is delayed by reason of strikes or stoppage of work, the contractor at the discharge port may discharge the cargo still on board or with the approval of the U.S. Government dispose of the cargo or any part of it at the U.S. Government's risk and expense.

3.4 AMENDED JASON CLAUSE

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

3.5 LIENS

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

3.5.2 Freight: There shall be no liens, including maritime liens, asserted on any freights payable by the U.S. Government under this contract. The Contractor agrees to insert this clause in all subcontracts at any level and to expend any resources necessary to expeditiously enforce the provisions of this clause against such subcontractors.

3.6 FORCE MAJEURE

The act of God, enemies, fire, restraint of princes, rulers of people, and all dangers and accidents of the seas, rivers, machinery, boilers and steam navigation, and errors of navigation throughout this Contract are mutually excepted. In other words, such situations excuse delay in performance (similar to paragraph (f) of FAR 52.212-4) by either party to this contract to the extent that the situation persists in preventing performance. This clause does not address liability for loss/damage to cargo (see, instead, the applicable "Application of COGSA clause"), liability for costs/damages resulting from delay in performance, or matters other than excusable delay.

3.7 WAR RISK

3.7.1 Compensation

In the event it is necessary for the contractor to pay additional premiums to extend the coverage of crew, hull and machinery, protection and indemnity insurance and insurance covering the loss and damage of cargo while aboard the vessel to include war risks, or to pay crew war risk bonuses as a result of the vessel entering the war risk area, the U.S. Government shall reimburse the contractor at the appropriate rate filed on carrier's commercial tariff. For contractors that do not have filed commercial tariffs for such War Risk charges, the U.S. Government shall reimburse the Contractor for a percentage of such extra premium and bonus payments based on the ratio existing between the cargo carried for the account of SDDC and the total cargo aboard the vessel which is loaded or discharged at ports within the War Risk area. Contractors will provide copies of War Risk Insurance policies and the applicable tariffs to the Contracting Officer within 10 days of award.

3.7.2 Alternatives

If Commercial Marine, War Risk, and Liability Insurance is not available or if Marine, War Risk, and Liability Insurance through the Secretary of Transportation under Sections 1202-1205 of the Merchant Marine Act of 1936, 46 App. U.S.C. 1282-1285, is available at a lesser rate, the Contracting Officer (CO) reserves the right to require contractors to obtain the necessary Marine, War Risk, and Liability Insurance from the Secretary of Transportation. Further, in the event that the Secretary of Defense, or his/her authorized designee, is authorized to provide and does provide indemnification to the Secretary of Transportation under Section 1205 of the Merchant Marine Act, 1936, 46 App. U.S.C. 1285, for Marine, War Risk, and Liability coverage without premium, the Contracting Officer reserves the right to require the contractor to obtain such insurance from the Department of Transportation and no premiums as set forth in Paragraph 3.1 above will be paid to the contractor by the U.S. Government.

3.7.3 Limitation of U.S. Government Liability

No payments shall be made until the contractor also assesses such charges against commercial cargo loaded or discharged in the war risk area.

3.7.4 U.S. Government—Additional Assured

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

3.8 EXCEPTED CATEGORY CARGO

Excepted category cargoes are listed below. Pursuant to FAR 52.212.4, Contract Terms and Conditions – Commercial Items (Feb 2007), rates for their carriage may be negotiated by the Contracting Officer prior to booking. (The Contracting Officer is not required to ship excepted category cargo with the Carrier). The Carrier shall not accept excepted category cargo for shipment unless a rate for its carriage has been negotiated with the Contracting Officer or the Contracting Officer has issued an un-priced change order pursuant FAR 52.212.4, Contract Terms and Conditions – Commercial Items (Feb 2007). Cargo categories not excepted below and for which specific rates do not appear herein shall be carried at the applicable General Cargo rate.

- Aircraft (unboxed)
- Bulk Cargo (not containerized in tank cars, vehicles, or containers)
- Boats over 40 feet in length
- Oversize Cargo (single shipment quantity in excess of 50,000 pounds or 30 measurement tons.)
- Explosives (Other than category 1.4)

3.9 Operational Shortfalls. The Carrier shall provide notice within two(2) hours to the Contracting Officer, Contracting Officer Representative, Quality Assurance Evaluator (QAE) and the OO of any operational shortfall that occurs relative to the service. Examples of operational shortfalls include sailing delays, container unavailability, strikes, receiving delays, port backlogs and equipment failures such as ship cranes etc.

4.0 PERFORMANCE REQUIREMENTS

Performance Requirements in this document are expressed in the following manner:

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

- Performance Objective – The desired outcome or result expected of the contractor (not output!)
- Performance Measures – The critical characteristics or aspects of achieving the objective that will be monitored by the Government, those things that the Government will analyze. Each objective may have one or more measures.
- Performance Standards – The targeted level or range of levels of performance measured.

4.1 Performance Requirement Summary (PRS) Table: Critical Performance Objectives

Performance Objective	Description	Performance Measure	Performance Standard
1	Service Frequency	Arrival dates (NTE 14 days)	96%
2	Transit Time	Actual Transit Time (NTE 6 days CONUS to GTMO & NTE 5 days GTMO to CONUS)	96%
3	EDI	Provide accurate 315 transaction set within 12 hours of event completion	97%
4	Required Delivery	RDD Met	97%
5	Cargo Lifted as Booked	Lifted as booked excludes cargo not released by The Government in time to meet the booked sailing. Excludes cargo delayed at the direction of the Government.	97%

Not every performance objective in this contract has a related performance measure or performance standard. However, every performance objective is a contractual requirement. For those performance objectives that do not

specify a measure or standard the measures and standards are IAW standard commercial practices, i.e., substantial compliance with local customary trade practice. Performance measures/standards, where specified, may be used to achieve a variety of goals, including collection of data to test the practicality of a performance standard; identification of a performance standard of less than 100% compliance; emphasis on most critical performance objectives; collection of data to support quality assurance and contractual remedies (including evaluation of past performance, discussion at Quality Council meetings etc.) and similar goals.

Transportation and Basic Services Performance Objectives

The Carrier’s shall maintain a regularly scheduled and consistent commercial liner term service on this route throughout the period of the contract per schedule as specified in the Integrated Booking System.

4.2 Service Frequency

Performance Objective No.1 - The Carrier shall maintain a regularly scheduled and consistent commercial liner service conforming to the services required in the contract and offered in the Integrated Booking System (IBS) upon award. The carrier shall reserve vessel capacity as specified for the booking of Government Cargo on each vessel sailing from CONUS to destination. The Carrier’s vessel (s) must call at discharge and loading ports at intervals not to exceed fourteen (14) days unless approved by the COR. COR may approve variations due to holidays and weekends to minimize exposure to destinations transportation costs.

Performance Measures:

Performance Standards:

Service Frequency

Contractor meets the standard 96% of the time

4.3 Transit Time

Performance Objective No.2- The Carrier transit time shall not exceed 6 days from last CONUS port of loading to Guantanamo Bay, Cuba and 5 days from Guantanamo Bay, Cuba to the first discharge port in CONUS.

Performance Measures:

Performance Standards:

Transit Time

Contractor meets the standard 96% of the time

4.4 Vessel Schedule

The contractor shall provide an updated sailing and arriving schedule, including pier cut-off, of not less than five (5) sailings to SDDC via e-mail at least every 45 days through the life contract. The contractor must maintain and continually update vessel schedules within IBS or successor system. Any change to the projected schedule must be reported within seven (7) days of the next schedule port call. Schedule performance shall be based on schedule in effect (7) days prior to POE sail date. Any slippage in scheduled sailing date/arrival date by more than (1) day shall be reported in writing to the COR and entered into IBS.

Vessel Daily Position Reports

When specifically requested by the COR or the Contracting Officer, the Carrier shall furnish the Government with the daily position of the vessel(s) serving this Contract

4.5 Electronic Commerce / Electronic Data Interchange (EDI)

Performance Objective No.3

The Contractor shall use Electronic Data Interchange (EDI) or Ocean Carrier Interface (OCI) (or successor system) as the primary means for interfacing with SDDC for all CONUS and OCONUS bookings.

The Contractor shall use the Defense Transportation Electronic Data Interchange (DTEDI) approved Implementation Convention for the ANSI X 12 300, 301, 303, 304 and 315 transaction sets in compliance with their

approved concepts of operations. Versions 3060, 4010 or later are required. The Contractor shall implement changes to business processes contained in revisions to Transaction Set Implementation Conventions and their controlling concepts of operations as may be approved by the Ocean ACI Committee. These changes shall be implemented in accordance with schedules approved by the Ocean ACI Committee.

The Contractor shall receive or transmit, as appropriate, the following transactions sets:

- Contractor receiving order data, 300 (Delivery order, the booking, including increases and decreases)
- Contractor ordering confirmation data, 301 (Confirmation of order, Contractor to Ordering Officer/COR)
- Cancellation data from Ordering Officer, 303 (Ordering Officer cancellation)
- Shipping Instructions, 304 (optional)
- Contractor shipment status reporting data, 315

4.5.1 Shipment Status Reporting: The Contractor shall provide accurate shipment status reports using the 315 transaction sets. Transactions shall be submitted in ANSI X-12 EDI standard or OCI to SDDC. Table 4.2.2 identifies specific events that require reporting. The Contractor shall submit all reports within 24 hours of accomplishment or when the carrier has received the booking details and/or lift information from the U.S. Government.

4.5.2 Table of Reportable Shipment Status Events

CODE	DEFINITION	NOTES
EE	Empty spotted	Empty container out gate in lieu of actual spot is acceptable for shippers having container pools. Required for other than pool locations (NOT REQUIRED FOR BREAKBULK)
W	Pickup of Loaded container/ Breakbulk	This transaction is required at the time customer turns over possession to Contractor
I	In-gate at Port of Embarkation (POE)	This transaction is required at the POE
AE	Loaded on Vessel	This transaction is required at the POE and required at all transshipment ports
VD	Vessel departure	This transaction is required at POE and required at all transshipment ports
VA	Vessel arrival	This transaction is required at the POD and required at all transshipment ports
UV	Vessel discharge	This transaction is required at the POD and required at all transshipment ports
OA	Out gate from POD	This transaction is required at the final POD (Port and Door bookings)
AV	Available for Delivery	This transaction is situational at POD or inland locations. This transaction may be submitted when situations arise from delays in local delivery caused by the U. S. Government, when local delivery can be made within the next business day
X1	Deliver to consignee	This transaction is required when shipment is delivered to customer, or possession is turned over to the U.S. Government
EC	Empty container pick-up	This transaction is required (NOT REQUIRED FOR BREAKBULK)
RD	Return of empty containers to terminal	This transaction is required when the empty container is returned to the commercial terminal (NOT REQUIRED FOR BREAKBULK)

TBD	Release of empty not to Contractor's terminal	When an empty container is released to the Contractor but not returned empty to the Contractor's terminal, the Contractor shall report an alternate event that shows that the detention/Free Time clock has stopped. Contractor shall report this using codes approved by the Ocean ACI Committee.
TBD	In-transit position report	Required only for shipments to Central Asia that transit the Northern GLOC, locations in AFRICOM and other austere locations designated by the Contracting Officer. Reporting shall be by email until reporting requirements are established and included in Transaction Set Implementation Conventions and their controlling concepts of operations approved by Ocean ACI Committee.

Performance Measures:

EDI

Performance Standards:

Contractor meets the standard 97% of the time

4.6 Required Delivery Date (RDD) Performance Objective No 4 - Delivery is required by the required delivery date (RDD) specified in the accepted booking. The Government will ensure that realistic RDDs (confirmed with the carrier's IBS vessel schedules) will be reflected in the booking.

Performance Measure

Required Delivery

Performance Standards

Contractor meets the standard 97% of the time

4.7 Cargo Lifted as Booked Performance Objective No 5 - Unless directed otherwise by the Government; the contractor must lift cargo onto the vessel identified in the booking.

Performance Measure

Cargo Lifted as booked

Performance Standards

Contractor meets the standard 97% of the time

4.8 Monthly Revenue Report. The contractor shall provide a monthly revenue report to the USTRANSCOM Contracting Officer that includes all payments received in performance of the contract for each calendar month. The report shall include:

a. All payments received from the DoD for performance of transportation services paid through the 3rd party payment system (currently US Bank's PowerTrack©) under this contract for each calendar month.

b. Report format shall include at a minimum:

1. Month
2. Contract Number
3. Contractor Name
4. Total dollars of monthly payments received
5. Individual Shipments: Unique Shipper Identifier (Bill of Lading, etc) and associated dollar value of payments received
6. Aggregated Shipments: Contractor Number entered in the 3rd party payment system and total dollar value of payment received

c. Reports for each month are to be delivered by the 20th day of the following month. If this day falls on a Saturday, Sunday, or Federal Holiday, delivery by the next workday will be considered on-time.

4.9 Equipment

4.10 Reefer Equipment

The Carrier shall provide self-sustaining refrigerated (reefer) containers. The Carrier shall provide required refrigerated containers to the stuffing activity. Temperature must be maintained within three (3) degrees Fahrenheit of the in-transit temperature specified for straight, chill, and five (5) degrees Fahrenheit for frozen. Reefer equipment shall not be more than two years old at the beginning of the contracting period and remain in good working condition throughout contract period. Refrigerated containers meet booking instructions, including pre-cooling to the prescribed temperatures. Internal Temperature shall be continuously measured using one (1) Ryan type recorder or equivalent that is capable of measuring any one (1) degree Fahrenheit or more variation during transit. Receiving activities shall be provided a copy of the printed temperature record upon request.

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

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

4.11 Container Standards

The Carrier shall provide clean, dry, empty, odor-free containers on chassis to the Government. The equipment shall be United States Coast Guard approved and remain in good working condition throughout contract period. The Carrier shall provide stuffing services, which consist of receiving at its terminal cargo suitable for containerization, and the consolidating, segregating, tallying and stuffing the cargo into containers and sealing the containers. The integrity of cargo units delivered to the carrier for stuffing shall be maintained throughout the shipment consistent with the stowage capability of the carrier's containers. The Government will pay for such services at the rate set forth in CARE-SM II System, per measurement ton of cargo stuffed into a container. The carrier shall spot empty containers at least 3 working days prior to vessel cutoff date within a delivery window of not later than or prior to one hour of the stated time in the notice.

4.11.1 High Cube Containers

A container (dry or reefer) in excess of 8'6" in height shall be paid at the same rate as an 8'6" container

4.12 Containers Pickup/Delivery

4.12.1 The Carrier shall remove empty containers from Government facility within 72 hours of notification that the container is ready to be transported.

4.12.2 The Carrier shall pickup/remove a stuffed container within 24 hours following receipt of notification that the container is ready to be transported.

4.12.3 The Carrier shall pickup/remove from previous sailing all released containers after discharging inbound containers.

4.12.4 The Carrier shall deliver inbound and inland cargo, no later than (NLT) one day after port/customs clearance. Vehicles in containers shall be delivered within forty-eight (48) hours after the container has been discharged from the vessel.

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

4.13 Payment

The Carrier shall have MRM-15 alternate payment system. MRM-15 Payment Procedures shall be implemented 30 days from the effective date of the contract.

5.0 NOTES/GUIDANCE

5.1 Limitation of Government Liability

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

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

5.2 Limitation of Carrier's Obligation

5.2.1 **Cargo Rejection.** Notwithstanding any other provisions of this Contract, the Carrier shall have the right to reject explosives (other than Class 1); dry or liquid bulk cargo (i.e., not packaged, containerized or in vehicles); any species of live animals and other cargo deemed by the Carrier to be dangerous or obnoxious in character. Any such cargo accepted for carriage shall be freighted at the General Cargo rate.

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

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

- (a) When the Carrier refuses to pick up a container based on non-compliance with appropriate regulations as stated herein, the Government shall reimburse the Carrier the actual line-haul/drayage charge for such container if the Carrier has made a futile trip in connection with such circumstances as a result of Government failure to comply with applicable hazardous cargo regulations.
- (b) Hazardous Cargo known as Dangerous Goods in Limited Quantities. Merchandise classified as such, as defined in Volume I, The International Maritime Dangerous Goods Code (IMDG) w/amendments 25-89) as specified in par. 18.6-18.9, p. 135 and containerized for shipment under this contract will not require additional special labeling, documentation or other restrictions unless specified in future amendments to the IMDG. Cargo moving under this

commodity category shall not be entitled to a hazardous cargo surcharge. This cargo may include, but is not limited to items in (Dangerous Goods in Limited Quantities as specified: ORM-D cargo (70dz9), charcoals, cigarette lighters, cleaning compounds, cosmetics, disinfectants, hypochlorite solution (bleach), insecticides, and polishing compounds.

- (c) Hazardous Waste Material. When transporting hazardous waste material, the carrier must obtain an Environmental Protection Agency identification number (40 C.F.R.263.11). Carrier should accept only those hazardous wastes that have been manifested in accordance with 40 C.F.R. 262.20 and 262.20(b). The manifest shall stay with the shipment to its destination. 40 C.F.R 263.20 (c). Carrier must deliver the waste to the designated TSD facility on the manifest or to its designated alternate facility in case of an emergency. 40 C.F.R. 263.21(a) and (b).
- (d) Tank Container Service. The commodity will be containerized in Government Bulk Fuel Tank Containers. Carrier must comply with all applicable U.S. and foreign laws and/or regulations established for transportation of such cargo including but not limited to Title 49 of the Code of Federal Regulations, Part 171 et seq. (CFR et seq.) and the International Maritime Organization (IMO) regulations. If the carrier fails to meet any obligations imposed by these regulations, then any liability resulting from the carrier's non-compliance with these regulations will be solely the carrier's responsibility.
- (e) Spill Reporting – In the event of an accidental discharge of the hazardous material during transporting the carrier is required to take immediate action to protect human health and the environment as defined in 49 C.F.R. 171.15 and must be reported verbally and in writing to the National Response Center, Office of Hazardous Material Regulations Department of Transportation, Washington, DC 20590. See 33 CFR 153.203, 40 C.F.R. 263.31, State and local laws may require additional notifications. Carrier is liable for spills and discharges of cargo while being transported and is responsible for the cleanup. 40 C.F.R. 263.30 and 31.
- (f) Storage – Carrier may store material en-route up to ten (10) days at each transfer facility as defined by 40 C.F.R. 260.10, 263.12 and 268.50 (a) (3) without becoming a TSD facility. If storage exceeds the ten days at any transfer facility, then the carrier must issue a new manifest and sign and return to the initial shipper its original manifest. Carriers transporting hazardous waste material into the United States from abroad or who mix hazardous wastes of different DOT shipping descriptions into the same container must also meet the standards applicable to hazardous wastes shippers.
- (g) Upon an order for services to transport HAZMAT (not Hazardous Cargo Dangerous Goods in Limited Quantities) under this contract, the OO shall provide to the Carrier, the class, flask point and UN number of the cargo, including any placards/labeling and special handling instructions of such cargo. Cargo moving under this category shall be entitled to the applicable lump-sum hazardous cargo surcharge as set forth in CARE-SM II System. The cargo may include, but not is limited to the following items listed: batteries (wet filled with acid), engine starting fluid, flammable liquid (toxic, n.o.s.), gases (liquefied), hypochlorite solution (bleach), lighters, oxygen (compressed), petroleum distillates n.o.s., petroleum, and windshield washer solvent.
- (h) Provide Hazardous Waste Containers. The Carrier shall provide empty containers with applicable placards at GTMO for hazardous waste material required to be shipped to CONUS. Carrier shall be responsible for placing the appropriate placards on these containers. Hazardous material may consist of, but is not limited to, antifreeze, contaminated soil, asbestos, corrosive liquid and solids, poly-chlorinated biphenyl (PCB)'s, regulated and non-regulated flammables, and oils and lubricants.

5.3 USE OF GOVERNMENT TERMINALS

5.3.1 Services. When the Carrier calls to load or discharge containers or break-bulk cargo at government facilities, if requested by the Carrier, the Government shall make available such services and materials as may be required to permit the Carrier to perform with dispatch its responsibilities under this Contract in connection with the loading or discharging of cargo. The Government shall provide necessary husbanding services to the vessel while it is at the facilities. The Carrier shall pay the Government, represented by the agency operating the facilities, for such services or materials in accordance with schedules established by that agency.

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

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

5.3.4 Security. If the Government notifies the Carrier that the employment or the continued employment of the Master or any personnel working the barge contract is prejudicial to the interest or endangers the Security of the United States of America, the Carrier shall make any changes necessary in the appointment(s). Any costs to the Carrier occasioned by such changes shall be the responsibility of the Carrier.

5.3.5 Safety in Loading and Discharging of Cargo. The Carrier shall comply with all applicable provisions of Public Law 91-596, 84 Stat. 1590 (approved December 29, 1970) known as the Occupational Safety and Health Act of 1970 (29 USC 655, ex. Seq.) and with the standards promulgated there-under by the Secretary of Labor for Safety in loading and discharging of cargo.

5.3.6 Substitution. If the Carrier wishes to materially change its service or to substitute another vessel or other equipment for the vessel or equipment initially offered for service, the Carrier must submit to the Contracting Officer NLT 60 calendar days prior to the anticipated change a written request detailing such change and the impact on the service provided. The Carrier shall not implement such a change without the written consent of the Contracting Officer.

5.4 DAMAGE TO EQUIPMENT

5.4.1 Damage to Carrier Equipment. Should a container, chassis, or any other piece of Carrier equipment be damaged by act of the Government, its agents, employees, or Contractors while such Carrier equipment is in the custody of the Government, its agents, employees or Contractors, the Carrier may submit a claim to the Government for reimbursement which will be acted upon by the contracting officer. The contracting officer may consider such facts such as: the reasonable costs of repairs; the fair market value immediately prior to the damage; or the depreciated value on the Carrier's books. The Carrier will assign to the Government any rights, causes of action, or other claims, which the Carrier may have against third parties with respect to such damage. The Government shall not be liable for the repair of any damage under this Section unless written notice specifying such damage shall have been given to and acknowledged by the Government or its authorized representative at the time custody of the container or other equipment is returned to the Carrier. Claims submitted under Section 5.6.2 below shall be filed to the United States Transportation Command, Staff Judge Advocate/TCJA, 508 Scott Drive, Scott AFB, IL 62225

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

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

5.5 GOVERNMENT FURNISHED CONTAINERS

From time to time the Government may book cargo for carriage in Government-owned or leased containers or may book carriage of empty Government owned or leased containers. It is contemplated that such containers will be 20 and/or 40 foot closed top, dry ISO cargo containers, although other types and sizes of containers may be used. The Carrier will furnish any additional equipment, including chassis, necessary for the carriage of cargo in Government containers in accordance with the provisions of this Contract and the requirements of particular Shipping /Delivery Orders. All provisions of this Contract shall apply to the carriage of cargo in Government containers in the same manner that they apply to the carriage of cargo in the Carrier's container.

5.6 CARGO RECEIPT

Any receipt signed by or on behalf of the Master shall be without prejudice to the terms, conditions, and exceptions of this Contract, and subject to all of them. The Government fully warrants the accuracy and completeness of all papers and documents relevant to the shipment of all cargo tendered under this contract.

5.6.1 Improper Documentation. If the Government does not provide the Carrier with the correct container documentation at the time and location of Carrier acceptance, the Carrier may refuse to accept the container. If the Carrier chooses to pick-up or accept the container, the Carrier shall provide the cognizant SDDC manifesting activity with all the missing receipt or lift data in order that the container can be completely identified for onward movement. This information must be provided within one (1) working day of receipt or lift or earlier if necessary to meet the scheduled vessel sailing. The Government shall hold harmless the Carrier, the Master, and the vessel of and from all consequences or liabilities that may arise from any irregularity in the papers supplied by the Government, and shall reimburse the carrier the direct cost of any fines or charges incurred as a result thereof in accordance with Rate Rules Section of the Contract.

5.7 FAILURE TO SPOT

5.7.1 Remedies. When the Carrier fails to spot an empty container by the designated date and time, and as a result there is not reasonable time to allow stuffing and release of the container in sufficient and reasonable time to meet the scheduled sailing date of the vessel to which the container is booked, the Carrier shall be liable either for the payment of liquidated damages or for the reimbursement of expenses incurred by the Government to obtain alternate transportation of the container. The Government shall also be entitled to cancel the booking of such cargo.

5.7.2 Liquidated Damages. Liquidated damages for failure to spot shall be equal to the detention charges as stated in para 5.22, Container Detention Charges, until the container is spotted or a new spotting date and time are agreed upon by the OO. Further, if the failure to spot does not allow for Government stuffing and release of the container in sufficient reasonable time to meet the scheduled sailing date of the vessel to which the container is booked, liquidated damages equal to detention charges for each 24-hour period, or part thereof, will apply from the completion of loading of the vessel to which the container was originally booked to the time of commencement of loading of the Carrier's next scheduled vessel to the port of destination to which the container was booked. If the Government cancels the booking, the Carrier's liability for liquidated damages shall be limited to the period ending with cancellation.

5.8 DELAY IN SPOTTING

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

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

5.9 OVERWEIGHT CONTAINERS

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

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

5.10 GOVERNMENT FAILURE TO TIMELY RELEASE CONTAINERS

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

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

5.10.3 Un-stuff the Container. The Government may order the Carrier to move the container to another place for un-stuffing. The Government shall bear all costs of such movement and shall pay detention charges set forth in the contract, between the time of completion of loading of the vessel to which the container was booked and the release of the empty container.

5.10.4 Move to Another Place for Shipping. The Government may order the Carrier to move the container to another place, including another Carrier's terminal. The Government shall bear all costs of such movement. The Government shall return the container to the Carrier at the port of debarkation and shall pay the Carrier the applicable equipment-leasing rate during the time it is in possession of the Government.

5.11 CARRIER FAILURE TO LOAD CONTAINERS

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

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

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

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

5.12 NO FAULT FAILURE TO MEET SAILING

5.12.1 Occurrence. If a container stuffed with cargo misses the sailing for which it is due to no fault of the Government or the Carrier, the Government shall have the remedies set forth below.

5.12.2 Load on the Next Vessel. The Government may order the Carrier to load the container on the next vessel scheduled to the same port of debarkation. The Government shall pay only for freight and usual charges

5.12.3 Move to Another Shipping Place. The Government may order the Carrier to move the container to another place, including another Carrier's terminal. The Government shall bear all costs for such movement, and shall return the container to the Carrier at the port of debarkation

5.12.4 Return the Cargo. If the Government elects to order the return of the cargo, the Carrier shall move the container to a place designated by the OO for unstuffing. The Government shall bear all costs of such movement.

5.13 DELAY OF SCHEDULED SAILINGS

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

5.13.2 Container Release. The Government may allow the container to move on the delayed sailings.

5.13.3 Move to Another Shipping Place. The Government may order the Carrier to move the containers to another place, including another Carrier's terminal. The Carrier shall bear all costs for such movement, including

the removal of the containers from the vessel and placement on a chassis. The Government shall return the containers to the Carrier at the port of debarkation.

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

5.14 STORAGE CHARGES

When the Carrier fails to pick-up a container from the Government facility within the time period specified in paragraph 4.12, Container Pickup/Delivery, the Carrier shall be liable for payment of storage charges computed at the detention rates for each 24-hour period, or pro-rata portion thereof, from expiration of the time.

5.15 COMMENCEMENT AND TIME STANDARD OF DELIVERY TRANSPORTATION

When the Carrier fails to commence or meet the time standard of inland delivery transportation within the specified time period, the Carrier shall be liable for payment of liquidated damages, computed at the rates for detention charges for each 24-hour period, or pro-rata portion thereof, in excess of the time period specified at paragraph 4.12, Container Pickup/Delivery, in the contract, excluding time lost due to delay in commencing delivery pursuant to a request by the OO, labor disturbances, or fault or failure of the Government.

5.16 TRANSSHIPMENT OR RELAY

5.16.1 Policy. The Carrier shall not transship or relay cargo, containerized or break-bulk, unless it has received written permission to do so from the OO at the time of booking. The Carrier's request for permission shall include notice of the extent to which it will transship or relay the container between vessels (whether its own or other Carriers') and of the flag of the vessels involved. Transshipped or relayed containers shall be loaded aboard the first available vessel sailing from the port of transshipment or relay. The Carrier shall immediately notify the SDDC representatives at the ports of loading, transshipment or relay, and destination of the name of the vessel and/or Carrier and estimate time of arrival at destination.

5.16.2 Foreign Flag Vessels. No foreign flag vessel will be used for any portion of the carriage between the ports of loading and discharge unless the use of such vessel has been disclosed to and approved by the Chief of Global Distribution International at SDDC Ft. Eustis or his/her designee prior to booking, or unless delivery to the port of discharge on the U.S. flag vessel scheduled to carry the container to the port is prevented by a casualty to the vessel that precludes its call at the port of discharge within a reasonable time and the Chief of Global Distribution International or his/her designee has approved transshipment to the foreign flag vessel.

5.16.3 Notification of Arrival. When delivery of cargo is made by a transshipment or relay vessel, the Carrier will notify the COR of the impending arrival of the cargo at the port of final destination, and will include in such notification, the name, estimated time of arrival, and flag or registry of the ship in which it will arrive; the Carrier's name, the ship and voyage document number to which the cargo was originally manifested; the container number, if applicable; and the names and flags of registry of any ship utilized for intermediate transshipment or relay.

5.17 DIVERSION FOR THE CONVENIENCE OF THE GOVERNMENT

Upon written direction by the Contracting Officer, the Carrier may route or divert its vessel, for the convenience of the Government, to a port of loading or discharging not on the route for which rates are quoted in CARE-SM II System. The written direction shall reflect the special routing or diversion and state the agreed additional freight, if any, to be paid by the Government for such special routing or diversion.

5.18 TRANSFER OF CONTAINERIZED CARGO

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

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

5.19 TIME

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

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

5.19.3 Running of Time. Time shall not run during any Saturday, Sunday, or locally observed holiday at the place the container is located. Time shall run during any period when clearance by local government agencies is delayed due to the non-availability of documents required for such clearances which are furnished by the Government, provided, that the container is otherwise ready for line-haul/drayage and the OO has been notified of the unavailability of such documents. Time shall, when the Government requests such delay, run during the period of delay prior to commencement of inland delivery.

5.19.4 No Running of Time. Time shall not run during any period containers are held due to local labor disturbances.

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

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

5.19.7 Refrigerated Containers. The Carrier is responsible to deliver the reefer with a full tank of fuel. Gensets must be maintained by the carrier for the duration of free time while in the possession of the consignee.

5.20 DETENTION

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

5.20.2 Computation of Detention. Detention charges will be paid at the rates set for each 24 hours period of time, or pro-rata portion thereof, beyond the total allowed free time that the containers are held by the Government. No detention charge will be incurred for time spent in stuffing containers. Rates are expressed in dollars and cents and apply for containers with or without chassis.

5.20.3 Refrigerated Containers. When Government caused delay of a refrigerated container results in payment of detention, the Carrier shall be reimbursed for fuel consumed during the detention period. The compensation payable by the Government will be at the Carrier's actual cost including labor and materials.

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

5.21 CONTAINER DETENTION CHARGES

Detention Invoices. Detention invoices must be submitted to the OO's representative designated to certify such invoices no later than six (6) months from the date the empty container is returned to the Carrier. Detention invoices received after that time will not be certified for payment and the Carrier waives any right to payment thereafter.

A. DRY CARGO CONTAINER

(Includes closed containers, open top containers, flat racks, car carriers, any of the above with chassis, and chassis alone). Rates apply per day.

Under 40 foot	\$11.00 per day
40 foot and Over	\$15.00 per day

B. REFRIGERATED CONTAINER (Includes container with chassis)

Under 40 foot	\$30.00 per day
40 foot and Over	\$41.00 per day

6.0 QUALITY COUNCIL

Council Meetings will be held, to identify and resolve potential operational problems and to achieve continuous process improvement. The Government will establish a Quality Council consisting of members who may include representatives of the Carrier, Ocean Cargo Booking Office (OCBO), Ocean Cargo Clearance Authority (OCCA) effected Shipper services, as well as the Administrative Contracting Officer (ACO), Contracting Officer Representative (COR), Quality Assurance Evaluator (QAE) and Ordering Officer (OO).

The Quality Council shall meet on a semi-annual basis, or as needed, to identify, monitor, and recommend solutions to operational problems arising during the term of the contract. Recommendations for process improvement will be elevated to the Procuring Contracting Officer or his/her designated representative and the designated Carrier representatives for consideration, approval, and negotiation of contract modifications as applicable.

7.0 MISCELLANEOUS

7.1 SHIPPING/DELIVERY ORDERS

When transportation services are ordered under this Contract, a booking will be issued by the Government. The Government or representative will prepare all necessary papers including shipping instructions or manifests listing the cargo stowed in containers aboard the vessel. Such papers, including vessel papers or government's manifests, shall be receipted by the Carrier or his agent, and shall be evidence of ownership. These documents and the Shipping/Delivery Order shall be deemed to be an Order within the meaning of the Ordering Clause (FAR 52.216-19). The Contracting Officer shall provide the Carrier with written notice of the Government activities authorized to issue Shipping/Delivery Orders.

7.2 CONTAINER SIZE ORDERED/PROVIDED

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

7.3 APPLICATION OF RATES

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

7.3.2 Containerized Cargo. Containers stuffed with general cargo (including mail/mail equipment), refrigerated cargo, vehicles, controlled atmosphere cargo; hazardous material cargo, flat rack service and recyclable cargo shall be freighted at the appropriate rate(s) stated in CARE-SM II System.

7.3.2.1 Containers stuffed with vehicles shall be freighted at the applicable measurement ton rate stated in CARE-SM II System applicable to the manifest measure of the vehicles. Vehicles shall be freighted on the basis of extreme dimensions as offered for shipment not to exceed the maximum inside cubic capacity of the container. Containers stuffed with a mixture of both vehicles and general cargo shall be freighted at the general cargo per container rate.

7.3.3 Vehicles - The Carrier will be compensated for the carriage of vehicles at the applicable rate, per measurement ton multiplied by the actual manifest measure of the cargo.

7.3.4 Stripping, Sorting and Consolidation Charges - When ordered by the OO, or their designated representative, stripping, sorting and consolidation services performed by the Carrier shall be paid in accordance with the rates set forth in CARE-SM II System.

7.3.4 Break-bulk Cargo. Break-bulk cargo shall be freighted by applying the applicable rate to the manifested measurement tonnage (MTON) of the cargo. The Carrier shall provide liner term break bulk cargo service that shall consist of receiving cargo at its facility; cargo handling; loading and transporting the cargo in its vessel; and discharging the cargo and moving it to the staging area in GTMO or Carrier's Terminal(s) in CONUS. All break bulk cargo shall be carried with protected stowage on board the Carrier-provided vessel. Break bulk cargo received as indicated shall be loaded on the scheduled (booked) vessel.

7.4 EXCEPTIONS TO GENERAL APPLICATION OF RATES

7.4.1 Government Furnished Containers. The Carrier's charges for through transportation of commercially acceptable Government containers will be ninety-five (95) percent of the appropriate rate for that cargo commodity. In the event the Government at its own cost elects to procure new reefer containers and provide them to the Contractor as Government furnished equipment (GFE), the Carrier's charges for through transportation of such GFE will be fifty (50) percent of the appropriate rate for that cargo commodity. The Carrier's charges for empty Government containers shall be one-half the appropriate rate for that container type.

7.5 PAYMENT

7.5.1 Power Track. Payment of outbound containers will be paid in Power Track; all inbound, outbound break-bulk and excepted cargo shall be paid IAW paragraph 7.5.6.

7.5.2 Submission of Invoices. Invoices shall be submitted in accordance with the Standard Billing Instructions. The Carrier shall submit properly certified invoices or vouchers for outbound/inbound shipments, detention and other authorized charges to Military Surface Deployment and Distribution Command, HQ, SDDC, 709 Ward Drive,

Bldg 1990, ATTN: SDDC-RMM-IT, RM 1W130-88

Invoices shall be submitted within six (6) months from date of shipment.

7.5.3 Determination of Delivery. Delivery of the stuffed container or break-bulk cargo, if inland delivery service required, at ultimate destination and accomplishment of the Shipping/Delivery Order may, for purposes of payment of freight, be established either by a copy of a receipt signed by the consignee or its agent or upon certification of delivery by the OO based on information available within the Government. For purposes of payment of freight, delivery of container/break-bulk cargo shall be deemed to occur upon placement of the stuffed container at ultimate destination or upon expiration of two working days after the Carrier tenders the stuffed container/break-bulk cargo for delivery at the ultimate destination whichever occurs earlier. The Carrier may notify the paying activity of the date and time of the container arrival at ultimate destination for determination of the two working day basis for payment of freight.

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

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

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

7.5.7 Line-haul/Drayage - All inland rates are stated in dollars and cents per manifested container size regardless of type and are applicable for drayage or line-haul services furnished by the carrier in conjunction with basic services provided.

7.5.8 Electronic Payment – Carriers will be paid through Automated Fund Transfer (AFT) using the Power Track System, a product of US Bank, Inc. Payment will be made after cargo has been lifted. A satisfactory comparison of shipping instructions and Carrier lift reports will be the basis for approving payment to Carrier. Carrier shall have an agreement with US Bank and be Power Track certified for the electronic payment of transportation services See Attachment Power Track Rules for details of Sealift Carrier Payment via Power Track). Carrier not yet authorized AFT must provide bank and account information necessary to implement AFT.

7.5.9 MRM-15 alternate payment procedures - During the term of this contract, the (POWERTRACK), shipping instruction (EDI 304), plus carrier lift (EDI 315) reports will be the basis for effecting payment to Carriers. Electronic Carrier Payment, MRM15 Payment Procedures will be implemented 30 days from the effective date of the contract. The automated payment procedures require the awardee to become a certified Power Track carrier. Please call US Bank at 1-800-417-1844.

7.6 REFUNDS, REBATES AND CREDITS

The Carrier agrees that any refunds, rebates, credits or other amounts (including any interest thereon) accruing to or received by the Carrier under this Contract shall be paid by the Carrier to the Government to the extent that they are properly allocable to costs, expenses or reimbursements for which the Carrier has been reimbursed by the Government under the terms of this Contract.

7.7 AGREED COST RESPONSIBILITY

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

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

7.7.2.1 Furnishing and maintaining containers and chassis.

7.7.2.2 For CONUS/OCONUS, drayage of containers including: furnishing and maintaining tractors; furnishing drivers; CONUS/OCONUS delivery costs of movement of containers, including tractors and driver; highway, ferry, tunnel and bridge tolls; and user taxes.

7.7.2.3 All costs of the vessel operation and all CONUS/OCONUS port charges and other expenses charged to the carrier's vessel in CONUS/OCONUS ports.

7.7.2.4 The carrier is responsible for port operations, terminal handling, all stevedoring, loading and discharging both CONUS/OCONUS. Warehousing CONUS only.

7.7.2.5 All CONUS/OCONUS container terminal costs including receipt of containers; marshaling of containers; and cleaning containers before stuffing and after un-stuffing.

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

7.7.2.7 Handling charges including terminal tariff handling charges according to the custom of the port; agency fees in connection with port clearance of cargo.

7.7.2.8 Compiling and reconciling the cargo documentation prior to the sailing of the vessel with the Government.

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

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

7.7.3.1 Respot of containers within a Government facility; supply point or vendor's plant.

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

7.7.3.3 Miscellaneous dues, fees and charges including: cargo surveyor fees when services are ordered by the Government or when resulting from dispute between the Government and the Carrier resolved in favor of the Carrier; drayage or line-haul charges listed under paragraph 7.7.3.2 above when performed by the Government.

7.7.3.4 As they relate to any container and cargo charges, any vessel fees or port charges shall be charge to the Government's account.

7.7.3.5 Any direct costs of any fines or charges incurred by the Carrier as a result of irregularities in papers supplied by the Government.

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

7.7.3.7 Handling charges including customs and other fees, dues and/or taxes charged to the cargo; harbor and quay dues charged to cargo based on local tariffs.

7.8 Submission of Operational Reports

7.8.1 Load Report

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

7.8.2 On terminal in-gate information (CONUS/OCONUS). Cargo on terminal in-gate information shall consist of carrier name, port of loading, date cargo received at port, container number with ALPHA prefix, TCN and seal and/or keyless lock number. Navy will be conducting a on site Research, Develop and Study Project utilizing eportation contractor for tracking In-transit Visibility of all cargo so this data will be loaded at time of receipt electronically for real time receipt.

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

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

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

7.8.5 Voyage Reconciliation. The Carrier shall provide both the cognizant SDDC activity and local activity responsible for cargo documentation a listing of cargo to include container number and TCN of cargo which were booked but not loaded, or loaded but not booked, and the reasons why the cargo missed their designated scheduled sailing. Such notification shall not relieve the Carrier of its obligations under this Contract to fulfill the original cargo booking commitments. Reports shall be furnished within eight hours after vessel departure to the COR/ACOR.

7.8.6 Discharge Report.

The Carrier shall provide either the Supply Officer's agent at GTMO or designee at SDDC (including the COR/ACOR) with a discharge report. This report shall be provided for cargo discharged as soon as practicable

after discharge, but not later than twenty-four (24) hours after discharge. Information must indicate the following for each shipment/TCN: name and voyage number of vessel, date and time cargo was discharged, date and time cargo is available for commencement of drayage or linehaul, and date, time and mode of commencement of drayage or linehaul.

7.8.7 Situation Report.

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

7.8.8 Vessel Position Reports.

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

APPENDIX I (Guantanamo Bay, Cuba)

1.0 Description of GTMO Environment

The purpose of this acquisition is to contract dedicated liner service for containerized and break bulk cargo between U.S. Naval Station Guantanamo Bay, Cuba (GTMO) and Jacksonville, Florida (JaxPort).

1.1 Physical Characteristics/Equipment. GTMO is a United States Government controlled facility. The reconstructed GTMO pier supports single and dual axles, the placement of any type of crane that will be there for a longer period of time must be approved by engineering. No Government crane, ramp, yard tractors, or any other equipment is available at NAVSTA GTMO for use by the Carrier. Water depths at pier side are normally 34 feet. Harbor seas between one to three feet are not unusual. All transportation of and intermodal equipment to be furnished at GTMO is at Carrier's expense.

1.1.1 Port Services. Port services in GTMO are contractor operated. Barge/vessel discharge and loading operations can be conducted 24 hours. Discharge and loading operations will normally be conducted, as required, on recognized U.S. Holidays. . There are no Government stevedore services available.

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

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

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

1.1.5 GTMO has the following berths available for use:

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

1.1.6 Anchorages BRAVO through CHARLIE are available with depths ranging from 36 to 48 feet, and

are best seen on Chart 26230.

1.1.7 Diesel Fuel Marine (DFM) is available at all berths via 4-inch connection at a rate of 600 GPM. JP5 and MOGAS are also available. A DESC account must be set up in advance to purchase fuel in GTMO.

1.1.8 Piers are not equipped for Collection Holding and Transfer (CHT), limited truck services are available through local contractor.

1.1.9 Due to limited facilities, oily waste disposal is available on an emergency basis only. Please request pricing locally for the type of waste.

1.1.10 Phone lines are available on the pier. Ships must hook up own phones. For DSN service, a memo signed by the Commanding Officer with the full name, rank and the last four of personnel authorized to use DSN.

1.1.11 Due to water restrictions, fresh water washdowns are prohibited in port.

1.1.12 Contact Port Control via Channel 12 and 16 two (2) hours prior to entering and departing port.

1.1.13 Ship must conduct a security call to all concerned traffic, via Channel 12 and 16, thirty (30) minutes prior to arrival and before getting underway.

1.1.14 Ship will be met at the southern boundary and escorted by port security.

1.1.15 Due to the high cost of hazardous waste management from this remote location, solid hazardous waste will only be accepted for disposal from ships only if considered by the Commanding Officer as mission essential.

1.1.16 POC Harbor Pilot, COMM 011-53-99-4898, or as revised by the Government.

1.1.17 NAVSTA GTMO has 16 receptacles for plugging in refrigerated containers. These receptacles are located on the back side of Building 260, Cold Storage which is approximately 300 feet from Wharf Bravo where the vessel normally load/unload cargo. There are at least three or four other locations on the base where consignees take possession of refrigerated containers that do not have any plug-in receptacles. All reefer containers should be self-sustaining.

1.2 GTMO and JAX Port Security Requirements

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

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

1.2.3 Facility security shall be IAW 33 CFR Part 105.

1.2.4 Vessel Crew Requirements – TWIC card required for JAXPORT access for all personnel under this contract. Crew members must meet NAVSTA GTMO entrance requirements for Tug crew to depart barge upon arrival. Vessel Crew and all Personnel working barge contract will have at a minimum ANACI background check and have no felony charges.

1.3 Leasing of Carrier Equipment.

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

1.4 Equipment Interchange.

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

1.5 Supercargo Service.

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

2.0 Scope

2.1 Transportation Services

2.1.1 The Carrier will not transship or relay cargo. The Carrier shall provide both break bulk and intermodal container service, including terminal handling, all stevedoring, loading and discharging in CONUS and GTMO. At Jacksonville, the cargo shall be loaded and discharged at in JaxPort. At GTMO, the cargo shall be loaded and discharged with carrier provided equipment at Wharf Bravo. All inland points at GTMO are within 10 miles of the wharf.

2.1.2 The minimum space available to the Government for each outbound (CONUS to GTMO) or inbound (GTMO to CONUS) sailing shall be seventy-five (75) FEU's, which includes space adequate to accept a minimum of fifteen (15) refrigerated containers; and 2000 square feet of break bulk cargo. Each of the 40' spaces offered must be able to accommodate two 20' containers, or the vessel(s) must have additional space to accommodate the 20' container shortfall.

2.1.3 Vessel Sailing: Carrier shall maintain a fixed day service with vessel sailing from Jacksonville, Florida every other Thursday and arrival at Naval Station Guantanamo Bay, Cuba by the following Wednesday.

2.2 On-site Office Space

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

2.3 Acceptance and Movement of Non-Government Cargo

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

2.4 Second (2nd) POV's (or alternatively a marine conveyance)

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

3.0 Identification of Authorized Agents

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

4.0 Container Service

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

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

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

5.0 Accessorial Services

5.1 Cargo Handling. Contractor shall provide cargo handling services that consist of stuffing, unstuffing, transloading, and consolidation of containerized cargo at Contractor designated facilities. This service shall include, without regard to type/size container, the tallying of cargo, and necessary blocking, bracing, and dunnage. The Contractor shall provide stuffing, consolidating, stripping, sorting, and transloading services as specified in the booking or as ordered by the OO.

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

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

5.4 POV Processing. The Carrier shall document the receipt of Privately Owned Vehicles (POVs) from owner or owner's agent, process vehicles for ocean transit, and process POVs for delivery to the owner when ordered by the OO. The Carrier shall receive/issue POVs from/to service members or the Government agent at the NAVSTA GTMO terminal, and from/to service members at the Carrier's Jacksonville, FL terminal. The Jacksonville terminal shall process POVs, includes customs clearance (NO MORE THAN 3 VEHICLES PER CUSTOMS DECLARATION), during the period Monday through Friday from 0800 until 1700. An inspection of the POV, similar to that which is customarily provided by a common carrier in its usual commercial service, including usual documentation, will be accomplished with the service member or his/her representative upon receipt and issue. At the time of pickup, the POV shall be returned in the same condition of cleanliness as received and noted on the receive/discharge inspection report, to include washing as required. In Jacksonville, the Carrier shall provide storage of POVs in a secure (generally closed to the public), lighted, fenced, and paved area pending pick-up by the owner/owner's agent for up to 30 days. The Government will provide storage facilities in GTMO for use by the Carrier. Storage charges will be paid at the detention rate specified in Special Terms and Conditions, if storage is required, beyond thirty (30) days in the Carrier's Jacksonville facility.

5.5 Shipping of POVs (Government Sponsored PCS Moves ONLY). The booking of POVs with the Carrier is premised on the ability of the Carrier to achieve the RDD associated with each individual POV. The ability of the

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

5.6 Inoperable light and heavy vehicles. In accordance with booking terms, when the Government requests the Carrier to provide loading and/or discharging service for self-propelled wheeled or tracked vehicles, and the vehicle(s) are delivered in an inoperable condition or become inoperable prior to loading or discharge, the Government will be liable for the extra handling such as towing, or pushing cargo incurred by the Contractor at a rate of one hundred (\$100) dollars per vehicle at origin, if applicable, and/or one hundred (\$100) dollars at destination, if applicable, maximum not to exceed two hundred (\$200) dollars per vehicle. The Contractor shall certify that the vehicle is inoperable, stating the TCN and/or vehicle serial number, vessel name and voyage number, sailing date and port of loading/destination. These charges are exclusive of cargo handling for loading/unloading to/from trailer/lowboy or other equipment for movement of normal breakbulk cargo or Unit moves.

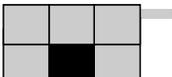
5.7 Security of POV's. The contractor shall be fully liable for all loss, damage, destruction, and pilferage/theft of a POV's exterior, interior and all properties contained there in as inventoried while they are in the care and custody of the contractor. The contractor shall, within twenty-four (24)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

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

6.0 Over Dimensional Cargo

6.1 Selection of the equipment used for ocean transportation shall not result in overlength dimensions when the cargo is loaded on the container unless the Contractor and the U.S. Government mutually agree to this at the time of cargo booking. For example, cargo 24 feet in length shall be loaded on a 40-foot flatrack, not a 20-foot flatrack.

6.2 Charges for over dimensional or super load cargo stowed on a vessel in containers shall equal the additional ocean rate for equivalent displaced standard dry container(s) by size in accordance with the following formula (which includes use of a flatrack container):

In gauge:	BOF (Basic ocean freight) +FRS (Flat rack surcharge)	
In gauge:	BOF (Basic ocean freight) +FRS (Flat rack surcharge) TP (Total price)	
Over height:	BOF+(BOF x 65%) +FRS TP	
Over		
Over width:	BOF+((BOFx2) x 65%) +FRS TP	
Over height and Overwidth	BOF+((BOFx5) x 65%) +FRS TP	

NOTE: The blocks in the above examples depict the displaced cells based on shipments being overheight, overwidth, or both overheight and overwidth. The black block is the loaded flatrack and the gray blocks are the displaced cells.

6.2.1 In-gauge cargo is defined as less than or equal to 456 inches long, 96 inches wide, and 77 inches high for a 40-foot flatrack.

6.2.2 For a 20-foot flatrack, in-gauge cargo is defined as less than or equal to 216 inches long, 96 inches wide, and 87 inches in height.

6.2.3 Cargo exceeding 90 inches in height shall be considered overheight for open tops.

6.2.4 A 35% discount off the basic ocean freight rate shall be applied for displaced slots in any configuration.

6.2.5 If other than flatracks are used to ship over dimensional cargo, the flatrack surcharge shall not be applied to the formula. If open top containers are used, the open top surcharge shall apply.

6.2.6 Flatrack surcharges shall not apply to U.S. Government-owned flatracks in the rate computation for over dimensional cargo.

6.2.7 Reserved

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

6.2.9 The over dimensional formula is limited to port-to-port terms only. Basic ocean freight (BOF) is the General Cargo Ocean Container Rate from the Table of Rates.

6.2.10 This formula can be applied to cargo exceeding either the weight and/or the dimensions defining over dimensional cargo when the U.S. Government and the Contractor mutually agree to do so at the time of cargo booking.

7.0 Accessorial Charges

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

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

7.3 POV Processing. POV Processing charges shall be paid once for each POV processed in accordance with the rates set forth in the Table of Accessorial Rates in CAREII-SM. This rate will be applicable to all POVs delivered to the Carrier for transport to and from GTMO. The rate shall cover both receiving and issuing the vehicle. Any POV processing charges in association with the shipment of a second vehicle or marine conveyance in accordance with Paragraph 2.5 shall be billed to the owner of the second POV or alternate marine conveyance, consistent with the other charges found in Paragraph 2.5.

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

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

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

8.0 Equipment Pools.

The Carrier must establish and maintain equipment pools, as necessary, at CONUS inland locations, including Norfolk and Jacksonville, Florida as designated by the contracting officer to ensure timely availability for outloading operations. The expense for operating equipment pools must be borne by the Carrier.

9.0 Quality Assurance Program (QAP)

The Government will monitor the Carrier's performance under this Contract through its Quality Assurance Surveillance Plan (QASP), which will consist of continuing evaluation of all services including documentation provided by the Carrier. The ACO shall issue administrative instructions for this program. A copy of the Performance Requirements Summary (PRS) is incorporated in para 4.1 of the PWS. The contractor is responsible for utilizing their commercial quality control processes and procedures to ensure that services provided under this contract are acceptable.

PWS ATTACHMENT 1 DEFINITIONS

Attachment 1

Acronyms/Definitions

BAF	Bunker Adjustment Factor
CO	Contracting Officer
CONUS	Continental United States
COR/ACOR	Contracting Officer's Representative and Alternate COR
CPA	Cargo Preference Act (1904)
DFARS	Defense Federal Acquisition Regulation Supplement
DoD	Department of Defense
DSC	Deployment Support Command
DTEDI	Defense Transportation Electronic Data Interchange
EDI	Electronic Data Interchange
FEU	Forty Foot Equivalent Unit
FAR	Federal Acquisition Regulation
FAK	Freight All Kinds
IMO	International Maritime Organization
ISO	International Organization for Standardization
IBS	Integrated Booking System
ITGBL	International Through Government Bill of Lading
MT	Measurement Ton (40 Cubic Feet)
SDDC	Surface Deployment and Distribution Command
OCBO	Ocean Cargo Booking Office
OCCA	Ocean Cargo Clearance Authority
OCI	Ocean Carrier Interface
OCONUS	Outside Continental United States
OO	Ordering Officer
PCO	Procuring Contracting Officer
POD	Port of Discharge
POE	Port of Embarkation
POV	Privately Owned Vehicle

PWS	Performance Work Statement
QCP	Quality Control Plan
RDD	Required Delivery Date
REEFER	Refrigerated Container
RFP	Request for Proposals
RO/RO	Roll on/Roll off
SRP	Sealift Readiness Program
TCMD	Transportation Control & Movement Document
TCN	Transportation Control Number
TEU	Twenty Foot Equivalent Unit
TSD	Treatment, Storage or Disposal Facility
VISA	Voluntary Intermodal Sealift Agreement
VOCC	Vessel Operating Common Carriers

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

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

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

Agreement – See Contract.

Arrival – Tie-up at wharf or pier

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

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

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

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

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

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

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

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

Cargo Trailer – See “Van”.

Cargo Handling – Services that consist of stuffing, unstuffing, transloading, and consolidation of containerized cargo at Contractor designated facilities. Lift-on/Lift-off services for cargo, mounting and grounding of containers, loading and unloading of high, wide, and heavy cargo to/from inland conveyances at ports or inland origin/destination. This service shall include, without regard to type/size container, the tallying of cargo, and necessary blocking, bracing, and dunnage.

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

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

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

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

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

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

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

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

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

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

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

Contractor – See Carrier.

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

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

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

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

Cutoffs:

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

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

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

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

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

DTR – Defense Transportation Regulation 4600-R Part II

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

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

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

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

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

Dry Container – A completely enclosed weatherproof container.

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

FEU – Forty (40) foot equivalent unit.

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

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

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

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

Gensets – Gensets are diesel generators that generate electrical power for the reefer. They may consist of a diesel engine coupled to an alternator and produces sufficient electrical power to operate reefers during periods when shore power is not available. The fuel tank of a genset can carry from 60 to 120 gallons of fuel. Two types of gensets are listed below.

Clip on gensets are designed to be mounted on the front of a reefer container, a pre-requisite may indicate that the reefers are fitted with two pockets in which the genset will hang. Clip on are easily removable from the container.

Under slung gensets are attached beneath a standard chassis frame. An under slung is affixed with little labor and is maintained on the same chassis until removed.

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

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

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

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

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

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

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

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

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

for containerization.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Maximum Dimensions

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

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

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

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

Place Designated By the Interstate Commerce Commission (ICC) – Places within the commercial zone of United States ports or inland cities, and places within a ten (10) mile radius of the city limits of any U.S. port or inland city or limits of other places designated in the Schedule of Rates.

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

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

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

Quality Assurance Evaluator (QAE) – QAE Representative of the government who has been appointed as a Quality Assurance Evaluator to be responsible for providing technical assistance to the Contracting Officer in

administration of the contract. The QAE must be responsible for inspection and acceptance of materials and services rendered by the contractor.

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

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

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

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

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

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

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

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

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

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

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

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

K	At the Carrier's terminal (Pier Service).
L	In the commercial zone of the U.S. port city or, outside the U.S., within 10 miles of the port city limits. Certain port cities, which are divided into modified zones as listed in this Contract, are assigned codes 1-9 instead of L (Local Drayage per ICC).
1-9	In a modified zone for certain port cities as defined in this Contract. The number codes used COR/ACOR respond with the zone number in the Contract.
M	At any point not covered by codes K, L, or 1-9.

P	Same as Code M, except that one or more scheduled stop-offs in route to final destination have been booked with the ocean Carrier. Does not apply to local deliveries performed at the expense of the U.S. Government.
S	Same as Code T, except that one or more stop-offs in route to final destinations have been booked with the ocean carrier. Does not apply to local deliveries performed at the expense of the U.S. Government.
T	Same as Code L, 1-9, or M except cargo is booked as a "Through Shipment" under Single Factor Rates for Specialized Customer Requirements (SCR) Section cargo shipments.

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

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

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

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

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

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

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

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

Stripping – The process of unloading a container.

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

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

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

TEU – Twenty (20) foot equivalent unit.

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

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

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

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

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

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

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

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

PWS ATTACHMENT 2 POWERTRACK**Attachment 2****Invoicing and Payment****A. Invoicing Procedures**

A.1. Procedures applicable to invoicing and payment for Container Detention, Container Purchases, Port Storage, and Refrigerator Maintenance within designated Exigency areas are set forth in Section B

A.2. Electronic Invoice Presentment and Payment (EIPP): Offerors awarded contracts will be required to participate in the Government's EIPP program. PowerTrack, a service of U.S. Bank is the EIPP service used by DOD.

A.2.1. Contractors must have a Trading Partner agreement with U.S. Bank and be PowerTrack certified for the electronic payment of commercial transportation services. It is important that contractors begin the PowerTrack certification process immediately by calling U.S. Bank at 1-800-417-1844. Additional information on PowerTrack is available at <http://www.usbank.com/powertrack>.

A.2.2. Fees charged by PowerTrack/U.S. Bank are for the account of the contractor.

A.2.3. PowerTrack is currently limited to routes and types of cargo that are priced by IBS. Upon the expansion of the capability of IBS and upon 30 days notice to the contractor, the contractor will be required to participate in PowerTrack for additional routes and types of cargo.

A.2.4. PowerTrack is authorized to release payment to contractors in accordance with business rules that require:

- 1) Shipping Instructions with pricing as evidence of the order
- 2) EDI submission of a vessel sail transaction as evidence of performance
- 3) Discrepancies in pricing are handled as prescribed in business rules
- 4) These procedures apply to shipments ordered by shippers using Direct Booking procedures and shipments booked using IBS.

A.3. Hardcopy Invoice Procedures: For services that are not paid via PowerTrack, an invoice should be submitted.

A.3.1. A proper invoice contains the following information:

- ✓ Contractor Name and Address
- ✓ Invoice Date and Invoice Number
- ✓ Contract Number

- ✓ Military Voyage Document Number
- ✓ *Defense Transportation Regulation (DTR)* POE/POD codes
- ✓ Military Booking Number Port Call File Number (PCFN)
- ✓ Contractor Booking Number
- ✓ Contractor Bill of Lading Number
- ✓ Description, quantity, unit of measure, unit price and extended price of services performed. The invoice must provide sufficient detail so as to enable verification and certification by the Government.
 - For each container shipment:
 - Size and type of container
 - Sail Date
 - Van TCN
 - Container number with alpha prefix
 - For each breakbulk shipment:
 - Type of cargo
 - Pieces, weight, and cubic feet
 - Sail Date
 - TCNs (list in alphanumeric order)
 - Services should be broken down by Contract Line Item (CLIN), i.e., drayage, linehaul, ocean transportation, etc., and the specific service. Example: Drayage, Norfolk, Zone 2: Drayage, Norfolk to Newport News
 - For One Time Only (OTO) shipments, a reference to the relevant modification number
- ✓ Name and address of contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment)

A.3.2. Invoices may be submitted only after services included on the invoice have been provided. (Ref FAR 32.905)

A.3.3. Each invoice should include no more than one Voyage Document (VOYDOC), POE, and POD.

A.3.4. Each invoice should include the following certification statement signed by an authorized contractor representative:

I hereby certify that the above bill is correct and just, and services were performed.

A.3.5. Invoices should be submitted to:

HQ, SDDC
 709 Ward Drive, Bldg. 1990
 Attn: SDDC-RMM-IT
 Rm. 1W130-88
 Scott Air Force Base, IL 62225

A.3.6. In accordance with the Prompt Payment Act, payment terms are net 30 days from receipt of a proper invoice.

A.4. Detention: Detention is covered in section 5.21 & 5.22 of the Performance Work Statement. Detention charges shall be billed upon the termination of detention, except when incurred in an exigency area, which shall be billed as directed in Section B below. Detention Billing shall be forwarded to the Point of Contact identified by the Contracting Office for payment. The attached Standard Detention Billing Form should be used when submitting an invoice for detention. Detention invoices with proper documentation

should be submitted to the paying office no later than 6 months from the date the empty container is returned to the carrier. Invoices will be date stamped by the payment certification office upon receipt.

A.5. Pass-through charges: If the related ocean freight was submitted via PowerTrack, these charges should first be submitted to the cognizant COR (AOR where the additional costs were incurred) with supporting documentation. Supporting documentation must include: notification email to the applicable COR when the additional cost/service was incurred, copy of third party invoice and basis for rate being charged (applicable port tariff). For re-working of containers due to rejection by port or rail authority, a copy of the inspection report identifying reasons for rejection must be provided. The COR will review and notify the contractor and ordering agency of the verification results. Once verified, the charges can then be submitted to PowerTrack for payment.

A.5.1 If the related ocean freight was not submitted via PowerTrack, these charges shall be invoiced separately and be submitted to the cognizant COR (AOR where the additional costs were incurred) with supporting documentation.

A.5.2 COR Locations: SDDC FEVA Carrier Services, 598th Quality Assurance Branch, 595st Quality Assurance Branch, and the 599th Quality Assurance Branch. COR identified in the COR appointment letter issued by TCAQ, copy furnished each ocean carrier.

B. Special Invoicing and Payment Procedures for Exigency Areas

B.1 Services in Exigency Areas requiring use of the procedures in Section B of this Attachment are:

- Container Detention
- Port Storage
- Reefer Maintenance

B.2. Invoice procedures. Invoices may be submitted only after services included on the invoice have been provided. The Contractor is authorized to submit invoices for the above charges every 30 days. For services rendered in an Exigency area, the documentation listed in the following paragraphs will be required. Invoices must be in hard copy with original signature; supporting documentation may be provided electronically as described below.

B.2.1 A proper original signed invoice will contain the following information:

- ✓ Contractor Name and Address
- ✓ Invoice Date and Invoice Number
- ✓ Contract Number
- ✓ Taxpayer Identification Number
- ✓ Dollar amount of invoice
- ✓ Military Voyage Document Number
- ✓ *Defense Transportation Regulation (DTR)* POE/POD codes
- ✓ Contractor Booking Number
- ✓ Contractor Bill of Lading Number
- ✓ Container Number with Alpha Prefix (required only for container shipments)
- ✓ Size and Type of Container
- ✓ Discharge Date
- ✓ TCN (Van TCN for container shipments)
- ✓ Description, quantity, unit of measure, unit price and extended price of services performed. The invoice must provide sufficient detail so as to enable verification and certification by the Government.
- ✓ Name and address of contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment)

B.2.2 Invoices for container detention will contain the following additional information:

- ✓ Outgate Date from Port
- ✓ Available Date
- ✓ Delivery Date
- ✓ Free Time End Date
- ✓ Detention End Date
- ✓ Empty Notification of Pickup Date
- ✓ Final Destination
- ✓ Detention Rate Invoiced
- ✓ Total Detention Days Invoiced
- ✓ Total Detention Fees Invoiced
- ✓ Total Days on Lease

B.2.3 Detention invoices with proper documentation should be submitted to the paying office no later than 6 months from the date the empty container is returned to the carrier. Invoices will be date stamped by the payment certification office upon receipt.

B.2.4 Invoices submitted for reefer maintenance will contain the following additional information:

- ✓ Outgate Date from Port
- ✓ Free Time End Date
- ✓ Reefer Maintenance Rate Invoiced
- ✓ Total Reefer Maintenance Days Invoiced
- ✓ Total Reefer Maintenance Invoiced

B.2.5 Invoices submitted for port storage will contain the following additional information:

- ✓ Outgate Date from Port
- ✓ A copy of the applicable port tariff in effect at the time charges were incurred.
- ✓ A copy of the invoice for charges associated with port storage charges (if applicable).
- ✓ Documentation verifying government direction to stage the cargo (if applicable).
- ✓ Other documentation verifying proof of costs incurred.

B.2.6 Failure to provide required information and appropriate documentation for a specific container shall result in a rejection of that portion of the invoice. Each invoice should include the following certification statement signed by an authorized contractor representative:

I hereby certify that the above bill is correct and just, and services were performed.

B.3 Invoice Submission

B.3.1 Proper detention invoices for detention in Exigency Areas should be submitted electronically to the Contracting Officer's Representative (COR):

billing@sddc.army.mil

B.3.2 Detention invoices with proper documentation must be submitted to the POC identified above on a monthly basis.

B.3.3 Invoice supporting documentation for detention must be submitted electronically, in the attached Standard Detention Format, in Microsoft Excel, to the Contracting Officer's Representative (COR), copy to the Director Container Management.

B.3.4 Invoices for port storage/reefer maintenance and other reimbursables in Exigency Areas should be submitted to the Contracting Officer's Representative (COR), with a copy to the Director of Container Management.

B.4 Payment

In accordance with the Prompt Payment Act, payment terms are net 30 days from receipt of a proper invoice.