

**ATTACHMENT 1 to DAMT01-03-D-0184**

**PERFORMANCE WORK STATEMENT (PWS)**

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## C.1 GENERAL

C.1.1 The purpose of this contract is to provide complete transportation and storage services for Department of Defense (DoD) sponsored shipments of privately owned vehicles (POVs) belonging to military service members and transportation of DoD-sponsored shipments of POVs for DoD Civilian employees (storage not authorized). POVs are shipped between points in the continental United States (CONUS) and overseas locations (OCONUS), between OCONUS, and within CONUS when directed by the Government. . The contractor shall assume all responsibility, liability and costs for receipt/delivery, processing, and transportation of the POV from the point where the POV is received from the customer to the destination where the POV is delivered to the customer. The contractor's responsibilities include (1) operating multiple vehicle processing centers (VPCs) in CONUS and OCONUS to receive/deliver customers' POVs, preparing POVs for shipment, and ensuring all necessary agriculture and customs clearances are accomplished; (2) arranging for and/or providing ocean and inland transportation of the POVs between VPCs and other designated locations; (3) providing information on the status and location of POV shipments as well as other program information; (4) resolving POV loss and/or damage claims with customers, and with the Government, and (5) storing POVs in accordance with this contract. **The service required under this contract also includes the safe and efficient processing and movement of modified POVs such as, but not limited to, vehicles commonly referred to as low rider or raised using lift kits. Such POVs will be handled at the rates submitted for all movements. It is anticipated that such movements will not exceed 10 percent of the total volume.**

C.1.2 The Government neither warrants nor guarantees any amount of POVs to be transported or stored under this contract. This contract covers DoD-sponsored POV shipments and storage only; it does not cover POVs that service members and DoD Civilian employees may elect to ship or store under private commercial transactions. The estimated quantities may be reduced as a result. For example, the estimated quantity shown in Schedule of Rates, Attachment 7, could be reduced as a result of the following: (1) Uniformed members are allowed to store their POV at their own expense; and, (2) Civilian employees exercising their option of shipping POVs by means other than this contract.

C.1.3 The contractor shall always transport the POV to the correct destination. Misconsignment corrections and their associated costs shall be the responsibility of the contractor. For POVs lacking designated destination shipping sites, the contractor shall contact the Contracting Officer to obtain disposition instructions.

C.1.3.1 For POVs with no final destination, but only a country listing, i.e., Germany, the contractor shall notify the Contracting Officer.

C.1.4 The contractor, in conjunction with all subcontractors utilized, shall meet required delivery dates (RDDs), which must be established within the transit times established in Appendix C. The contractor shall make every effort to move the POV to destination as soon as possible. The contractor shall establish the RDD within the maximum transit time shown in Appendix C. For full-service POVs, transit times are counted from the date of receipt of the POV at the origin VPC to the date on which the POV is made available for pickup at the destination VPC. For partial-service POVs, transit times are counted from the date of receipt of the POV either from the customer, Government, or its agent at origin to the date on which the POV is delivered to the customer, Government, or its agent at destination. The contractor shall not be held accountable for shipment delays caused by the GDS ocean carriers. The contractor shall document the number of days a POVs exceeds the RDD and note the number of days attributable to the GDS ocean carrier(s). The RDD requirements for shipments consigned to Quality of Life sites will end when the POV arrives at the Full Service VPC serving the QoL site.

C.1.4.1 Subject to the exceptions set forth below, if the contractor fails to deliver a POV on or before the RDD, the Contracting Officer shall assess \$30 deduction per diem against the contractor. Damages shall be assessed for each day that the delivery exceeds the RDD, including the day of delivery, up to a maximum period of seven calendar days (maximum contractor liability \$210 per POV). See Attachment C, Performance Requirements

Summary and outlined performance standards below. Exception: delayed deliveries are excused when delay is caused by the conditions specified in C.1.4 (delays caused by ocean carriers) or clause 52.212-4(f) (excusable delays). However, the contractor remains obligated to attempt to deliver the POV as soon as it becomes practicable, or as soon as the impediment to the transportation is removed or can be reasonably overcome. If part of the delay is excused and part is not, the Contracting Officer shall assess damages pro rata, within the seven calendar days limit. The contractor bears the burden of presenting facts proving that delay was excused by one of the excepted causes. Timely delivery of a POV in an inoperable or damaged condition does not constitute a delay.

C.1.5 No drive away or tow away service shall be used except for roll-on/roll-off port operations or in instances involving inoperable vehicles.

**C.1.6 PERFORMANCE OBJECTIVES AND STANDARDS**

This Performance Work Statement (PWS) delineates all work requirements under this effort. Performance objectives and standards are listed below and will be used to assess the contractor’s performance. These standards will be the primary method for calculating deductions for unsatisfactorily or non-performed work.

Deductions for non-conformance are identified at Attachment 4, Performance Requirements Summary.

**Performance Objective No. 1**

Para. C.1.3, the contractor shall always transport the POV to the correct destination.

<u>Performance Measures</u>	<u>Performance Standards</u>
Transport POV to the correct destination	100%

**Performance Objective No. 2**

C.1.4. The contractor, in conjunction with all subcontractors utilized, shall set and meet required delivery dates (RDD), within the transit times (RTT) established in Appendix C and report deliverables as identified in Paragraphs C.8.13 and C.9.5.6

<u>Performance Measures</u>	<u>Performance Standards</u>
a) Meet RDDs	98%
b) Deliver storage POVs to CONUS VPC within 21 days of notification from member	100%
c) Deliver storage POV to OCONUS Full/Partial Service VPC within 21 days of notification from the member and the applicable RTT	98%
c) Provide a report by the 15 <sup>th</sup> day of each month	100%

**Performance Objective No. 3**

Para. C.4.1.7, the contractor shall notify the Contracting Officer within 24 hours of each accident involving injury to an employee or third party

Performance Measure

Performance Standards

Notify within 24-hours

100%

**Performance Objective No. 4**

Para. C.4.2.1, contractor shall provide a report of theft, pilferage, or breach of security to the Contracting Officer within 24 hours

Performance Measure

Performance Standards

Notify within 24-hours

100%

**Performance Objective No. 5**

The contractor shall complete POV turn-in/pick-up processing within one hour or less IAW Para. C.9.1.1

Performance Measure

Performance Standards

C.9.1.1, contractor shall process POV within 1 hour after customer sign in

90%

**Performance Objective No. 6**

The contractor shall prepare a file for each POV IAW C.9.3.2.

Performance Measure

Performance Standards

Complete documentation accurately

95%

**Performance Objective No. 7**

C.9.7.5, the contractor shall record the odometer reading upon receipt

C.9.7.5.1, SHIPPED POV's odometer reading shall not differ by more than twenty (20) miles from the reading recorded at the time of turn in.

C.9.7.5.2, STORED POV's odometer reading shall not differ by more than .5 mile for each month the POV is stored from the reading recorded at turn in

Performance Measure

Performance Standards

Difference in odometer reading

100%

**Performance Objective No. 8**

C.9.7.7, contractor shall provide the customer with a fully completed shipment summary form at time of pick-up.

C.10.2.4, the contractor shall provide the POV owner or the owner's agent with a legible copy of the vehicle claims instructions

Para. C.10.2.5, a legible copy of this inspection form, damage noted at time of tender and any damage noted at delivery, will be given by the contractor to the owner or owner's agent

<u>Performance Measure</u>	<u>Performance Standards</u>
Provide customer with all required documentation	98%

**Performance Objective No. 9**

Para. C.9.7.8 Contractor shall make the POV available to the member or member’s agent within 21 calendar days

<u>Performance Measure</u>	<u>Performance Standards</u>
a) Have POV at destination CONUS VPC within 21 calendar days of notification	100%
b) Have POV at destination OCONUS VPC within 21 calendar days of notification plus the applicable RDD	100%

**C.2 SCOPE OF WORK**

C.2.1 FULL SERVICE POVs. POVs moving between contractor operated VPCs in the continental United States (CONUS) and contractor operated VPCs in overseas locations (OCONUS), and between contractor operated OCONUS VPCs, will hereafter be referred to as “full service” POVs. The contractor shall provide, and assume all responsibility, liability, and costs for, total transportation services for the movement of full service POVs from the point of origin where the POV is received from the customer until it is received for by the customer at destination. The contractor shall be compensated for full service POVs, exclusive of ocean transportation charges, at the rates established in the Schedule of Rates, Attachment 7. If the contractor is directed by the Contracting Officer to ship the cargo on a breakbulk basis with a breakbulk or RO/RO carrier, the contractor is not required to obtain/remove or stuff/unstuff an ocean container in conjunction with the movement of that POV (s).

C.2.2 PARTIAL SERVICE POVs. POVs moving between contractor operated CONUS/OCONUS VPCs and Government operated OCONUS VPCs will hereafter be referred to as “partial service” POVs. The contractor shall provide, and assume all responsibility, liability, and costs for, specified segments of the movement of partial service POVs from the point of origin where the POV is received from the customer, Government representative, or GDS ocean carrier until it is received for by the customer, Government representative, or GDS ocean carrier as specified in Appendix K. The contractor shall be compensated for partial service POVs, exclusive of ocean transportation charges, at the rates established in Schedules IV, V and VI of Schedule of Rates, Attachment 7. If the contractor is directed by the Contracting Officer to ship the cargo on a breakbulk basis with a breakbulk or RO/RO carrier, the contractor is not required to obtain/remove or stuff/unstuff an ocean container in conjunction with the movement of that POV (s).

C.2.2.1 MOVEMENTS BETWEEN PARTIAL SERVICE LOCATIONS. When the requirement exists, the contractor shall move POVs between partial service locations at the rates established in Schedule VI, Schedule of Supplies/Services. For these type of movements, the contractor does not operate the vehicle processing center at either origin or destination.

C.2.3 HARDLIFT POVs. POVs moving to or from locations not serviced by a Full Service VPC, Partial Service Locations, or Quality of Life Sites will hereafter be referred to as “hardlift” POVs. The contractor shall coordinate the movement of hardlift POVs with the U.S. State Department in accordance with the procedures outlined in Appendix H. The contractor shall initiate the DD Form 788 or commercial equivalent and complete processing to the maximum extent possible. A joint inspection shall be performed with the U.S. State Department or its agent upon turnover or receipt of the POV. The contractor shall assume all responsibility, liability, and

costs for the specified segments of the movement of hardlift POVs from the point of origin where the POV is received from the customer or U.S. State Department Dispatch Agent, until the POV is received for by the customer or U.S. State Department Dispatch Agent at destination. The contractor shall be compensated for import/export processing of hardlift POVs at the applicable rate in Schedule VI, Schedule of Supplies/Services. The contractor will be reimbursed for inland movement of hardlift POVs at out-of-pocket costs under Schedule VII.

C.2.3.1. CANADA POVs. The Government expects approximately fifty (50) POV movements annually between locations in Canada and CONUS. The contractor shall be responsible for the documentation and transportation of all import and export Canadian POVs. The contractor shall coordinate these movements on an individual basis with the COR, customer, and appropriate office and/or official in Canada. The contractor shall be compensated for processing Canada POVs at the applicable rate in Schedule VI, Schedule of Supplies/Services. The contractor shall be compensated for inland linehaul transportation associated with moving Canada POVs under Schedule VI, Schedule of Supplies/Services.

C.2.4 VEHICLE PROCESSING CENTERS (VPCs). The contractor shall operate VPCs at the CONUS and OCONUS locations designated in Appendix B. VPCs within CONUS will be contractor-owned/contractor-operated (CO/CO) facilities. OCONUS VPCs will be CO/CO facilities or Government-owned/contractor-operated (GO/CO) facilities, as designated in Appendix B. The selection, construction, upkeep, purchase, lease or rental of any commercial structure, land, or equipment for CO/CO facilities will be the responsibility of the contractor.

C.2.4.1 FULL SERVICE VPCs (FS-VPCs). Facilities for processing POVs that are operated on a full-time basis and generally provide the full range of POV processing services will hereafter be referred to as full service VPCs (FS-VPCs). The contractor shall manage, staff, and operate FS-VPCs at designated CONUS and OCONUS locations in accordance with Appendix B. The contractor shall provide service to customers arriving at the FS-VPC during the hours designated in Appendix B. Upon request of the Contracting Officer, exceptions to normal working hours and holidays will be handled on an individual basis.

C.2.4.2 QUALITY-OF-LIFE Sites. Locations with generally small volumes of traffic that require a limited operation to receive POVs from and deliver POVs to customers at certain designated times, or at times arranged with the local Transportation or Ordering Officer, will hereafter be referred to as quality-of-life sites. The contractor shall service QoL-sites in accordance with the requirements in Appendix B.

#### C.2.4.3 GOVERNMENT DIRECTED SUBCONTRACT FOR VPC OPERATION (NORFOLK, VA)

C.2.4.3.1 The Norfolk, VA, VPC operation is currently a government mandatory source procurement requirement under the Javits-Wagner-O'Day (JWOD) program. The JWOD program is a government social-economic employment program for individuals with severe disabilities. MTMC is committed to the continued support and the long-term employment benefits of the JWOD program.

C.2.4.3.2 The contractor is directed to subcontract operation of the Norfolk VPC site to the current contractor, Diversified Industrial Concepts, Inc., (Diversified) under the JWOD program. Under this program, Diversified will provide the facility and the vehicle processing services to operate the Norfolk VPC.

C.2.4.3.3 Regulatory program oversight is provided by the Presidential Committee for Purchase from People Who are Blind or Other Severely Disabled under the authority of 41CFR51 and FAR 8.4. Day-to-day technical assistance and contract administrative support will be provided by the National Industries for the Severely Handicapped (NISH). The office cognizant over this subcontract is the NISH East Region Richmond Office, telephone 877-282-3011. Any price increases by Diversified are the contractor's sole responsibility, except that the Government will grant relief to the contractor to the extent that price adjustments are authorized IAW FAR

52.222-43, Fair Labor Standards Act and Service Contract Act – Price Adjustment (Multiple Year and Option Contracts).

C.2.4.4 VPC SITE LOCATION CHANGE. The Government may add, delete, or direct relocation of CO/CO and/or GO/CO VPCs due to changes in organizational or operational requirements, volume changes, quality of life considerations, or base realignment or closure. Any such additions, deletions, or relocations will be made pursuant to the Changes clause of this contract, FAR 52.243-1, Alternate IV.

## C.2.5 GOVERNMENT DIRECTED SOURCES (GDS) FOR OCEAN TRANSPORTATION

C.2.5.1 It is the intent of this contract that POVs be transported within the Defense Transportation System (DTS) utilizing U.S. flag vessels that participate in the Voluntary Intermodal Sealift Agreement (VISA). The contractor shall use the contracts, agreements, tenders, and approved tariff filings or freight rates issued or arranged by MTMC, identified in Appendix F and hereafter referred to as Government Directed Sources (GDS), and their successor contracts, agreements, tenders, and tariff filings or freight rates, for the over-ocean movement of POVs under this contract. The contractor shall submit a Logistics Plan summarizing all shipping routes from origin to final destination to include inland transportation and water ports. The Logistics Plan and subsequent updates are subject to Government approval. The Logistics Plan becomes part of the contract.

C.2.5.2 In arranging for ocean transportation, the contractor shall book cargo directly with the GDS in accordance with the policies and procedures contained in Appendix F and the GDS. The contractor shall book shipments, whenever possible, with the “Best Value” or low cost U.S. flag ocean carrier that participates in VISA and is able to meet specified delivery requirements. In meeting the transit times, the contractor shall use the applicable GDS providing over-ocean service for the DTS. If no vessel is available from any carrier that participates in VISA, the contractor is required to utilize other (non-participating) U.S. flag carriers. If no U.S. flag vessel is available, the contractor shall request authorization through the Contracting Officer to use a foreign flag vessel. The procedures for requesting permission to use a foreign flag vessel are contained in Appendix J. The contractor accepts full responsibility for any frustration of cargo as a result of the contractor’s failure to provide appropriate documentation.

C.2.5.3 The contractor shall act as an authorized agent of the Government with authority that is limited to booking ocean containers and/or shipments for over-ocean movement under the GDS for DOD-sponsored shipments on a port-to-port basis. This authority is limited to the scope specified herein and subject to Government oversight. Prior to the commencement of services under this contract, the contractor shall provide the Contracting Officer with the names, addresses, telephone numbers, and specific authority of those individuals designated to book ocean carriage on behalf of the contractor. The Contracting Officer will provide the GDS ocean carriers with notice of the contractor representatives authorized to book ocean containers/shipments and issue shipping orders under the GDS.

C.2.5.4 The contractor shall be responsible for payment of ocean transportation charges to the ocean carrier. Payment of ocean charges by the contractor shall be made within 30 days after receipt of an invoice from the ocean carrier or evidence of completion of services, whichever occurs later. The contractor shall also be responsible for payment of the ocean carrier’s applicable container detention charges.

C.2.5.5 The contractor will be compensated by the Government for GDS ocean transportation charges (except detention charges) applicable under this contract in accordance with Appendix F. Such compensation will be as specified in C.13. Unit prices in Schedule of Rates are exclusive of ocean transportation costs and any costs for any item or service that the contractor is directed and authorized to order under the GDS.

C.2.5.6 The prices in the Schedule of Rates shall be based on the terms and conditions of the GDS identified in Appendix F. Such prices shall be adjusted in accordance with the Changes clause of this contract, FAR 52.243-1 Alternate IV, when the cost of performing these services is increased or decreased as a result of a change in the terms and conditions of the GDS. Such increase or decrease must be directly attributable to a change in the services the contractor is authorized to order under the GDS, or the conditions governing the ocean carrier's performance of those services, and must be permanent or long term in duration. For example, an equitable adjustment in prices will be considered as a result of changes in GDS port call locations which necessitate significant changes in the contractor's inland movement routing. Temporary or short term directions by the Contracting Officer to book cargo with other than the "Best Value" or low cost carrier to meet cargo allocation requirements of the GDS will not be considered a basis for adjusting contract prices. Contract prices shall not be adjusted as a result of changes or variations in the GDS prices or service charges.

C.2.5.6.1 The Contractor shall submit a proposal for adjustment of the contract prices within 30 days of notification of a change in the terms and conditions of the GDS that increases or decreases the cost of performing services under this contract. The Contractor's proposal shall be sufficiently detailed and contain such supporting documentation as is necessary to permit the negotiation of revised prices. Upon receipt of such a proposal, the Contractor and the Contracting Officer shall negotiate promptly in good faith to agree upon prices for services to be performed on and after the effective date of the change. If, within 60 days of receipt of the proposal, the Contractor and the Contracting Officer fail to agree to revised prices, the failure to agree shall be resolved in accordance with the Disputes clause of this contract.

C.2.6 INLAND MOVEMENT OF POV'S. The contractor shall provide all inland transportation. This includes delivery of the POV to the GDS applicable POE and receipt of the POV from the GDS carrier at the applicable POD. Delivery or receipt of containerized POV's may be made under "K Terms" or "L Terms" of the GDS identified in Section C.2.5.1. In determining the GDS method of movement, containerized or Roll On/Roll Off, the contractor will include the cost of drayage service under "L Terms".

C.2.7 MOBILIZATION, CONTINGENCY, AND OTHER UNIT MOVEMENT OPERATIONS. The contractor shall support the requirements of mobilization, contingencies, and similar unit movements and respond with required resources to meet the time frames of expansion requirements. Changes necessitated as a result of such operations will be made pursuant to the Changes clause.

### C.3 QUALITY ASSURANCE

#### C.3.1 CONTRACTOR QUALITY CONTROL

C.3.1.1 The contractor shall establish and maintain a Quality Control Plan (QCP) that has been approved by the Contracting Officer to assure that contract requirements are met as specified. A copy of the QCP shall be submitted to the Contracting Officer within fifteen (15) calendar days from the date of contract award. The contractor shall revise the plan and submit it to the Contracting Officer within ten (10) calendar days after notification by the Contracting Officer of deficiencies requiring correction.

C.3.1.2 The QCP shall include, but not be limited to the following: (1) an inspection system covering all services in the contract specifying the services to be inspected on either a scheduled or unscheduled basis and the individuals who will do the inspection, their qualifications, and the extent of their authority; (2) a method of identifying deficiencies in the quality of services performed before the level of performance is unacceptable; (3) frequency of inspections; (4) method of documenting deficiencies; (5) method of informing the Government on status of corrections; (6) actions that would be taken to assure quality service to the member and to compensate a member in the event an inconvenience was caused through the fault or negligence of the contractor; and (7) the customer service card.

C.3.1.3 A file of all quality control inspections, inspection results, and any corrective action required and taken, shall be maintained by the contractor throughout the term of this contract. This file shall be made available to the Contracting Officer during regular work hours. The file shall be turned over to the Contracting Officer within thirty (30) calendar days from the completion/termination of this contract.

### C.3.2 GOVERNMENT QUALITY ASSURANCE

C.3.2.1 The Government will monitor the contractor's performance using predetermined quality assurance procedures. Final determination that services rendered are conforming is solely the responsibility of the Government. The Government Quality Assurance Program is not a substitute for contractor quality control. Therefore, the contractor shall be responsible for the maintenance of all past performance records.

C.3.2.2 The Performance Requirements Summary (PRS), Attachment 4, describes the contract requirements considered most critical to performance. The PRS establishes the standard for satisfactory performance, explains Government quality surveillance methods used to evaluate contractor's performance, and describes the actions the Government will take to assure satisfactory performance. When the contractor's performance is unsatisfactory, a Contractor Discrepancy Report will be issued by the Contracting Officer. The contractor shall reply in writing within twenty-four (24) hours giving reasons for unsatisfactory performance and identifying the corrective action(s) to be taken to prevent reoccurrence.

### C.3.3 QUALITY COUNCIL

C.3.3.1 The contractor shall take part in the Quality Councils established under the GDS identified in Appendix F. The purpose of the Councils is to identify and resolve potential operational problems and to achieve continuous process improvement amongst carriers, shippers and other parties utilizing the GDS for ocean transportation. The Quality Councils meet on a quarterly basis to identify, monitor, and recommend solutions to operational problems arising during the term of the contracts. Provisions governing the conduct of the Quality Councils are contained in the applicable GDS.

## C.4 SAFETY AND SECURITY

### C.4.1 SAFETY

C.4.1.1 The contractor shall comply with all Federal, State, Local, and Host Nation authorities having jurisdiction, and with safety and fire regulations promulgated by the Department of Labor (OSHA) under Title 29, Section 1910 of the Code of Federal Regulations.

C.4.1.2 The contractor is solely responsible for compliance and cost of compliance, with Federal, State, Local and Host Nation laws, and MTMC rules and regulations pertaining to environmental protection, occupational health and safety, transportation, storage and disposal of hazardous materials and hazardous waste.

C.4.1.3 The contractor shall provide written notification to the Contracting Officer within 24 hours of being contacted by any Federal, State, Local, and/or Host Nation agency that a safety law and/or regulation has been violated. This report shall provide at a minimum the following: time and date of occurrence, required corrective action and a projected fix date.

C.4.1.4 If the Government chooses to correct the violations, the contractor shall reimburse the Government for all direct and indirect costs of correcting the violation. This applies to Government facilities.

C.4.1.5 Delays caused by the contractor's need to comply with such laws, or resulting from failure to comply with such laws, shall not excuse failure to complete work.

C.4.1.6 The Contracting Officer shall be allowed access to contractor personnel and files during normal working hours and at other times as determined by the Contracting Officer. All regulatory agencies, from any level of Government, whose responsibilities include inspection and other appropriate actions shall be allowed to inspect the worksite to the extent necessary to carry out their responsibilities.

C.4.1.7 The contractor shall notify the Contracting Officer within 24 hours of each accident involving injury to an employee or third party. The contractor shall provide the Contracting Officer a completed accident report (see example government form, DA Form 285 in Attachment 3 as a reference). The written notification shall be provided no later than 48 hours after occurrence. In addition to the accident report, the contractor shall provide the Contracting Officer with a summarized explanation of the occurrence and the corrective actions that have been taken.

C.4.1.8 If an investigation results, the contractor shall assist the investigator(s) in obtaining statements from its employees and shall make pertinent records available to the investigator.

C.4.1.9 In case the contractor causes any pollution, i.e., by petroleum, oil, and/or lubricant products, the contractor shall be held responsible and shall hold the U.S. Government harmless from any and all administrative and financial involvement. The contractor shall perform and is responsible for all necessary clean-up/treatment expenses.

C.4.1.10 In the event of injury to contractor personnel or third party on OCONUS Government property, the contractor shall have procedures in place in accordance with Local and Host Nation agreements and regulations regarding the notification for and medical treatment of injured person(s). Emergency procedures shall be posted and show emergency and medical telephone numbers.

## C.4.2 SECURITY

C.4.2.1 The contractor shall be fully liable for all loss, damage, destruction, and pilferage/theft of a POVs' exterior, interior and all properties contained there in as inventoried in paragraph C.9.2.12 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 Contracting Officer. This report shall contain a description of the occurrences and the resulting actions. The contractor shall maintain accountability, control and custody of keys for locked areas containing POVs and all Government-furnished equipment. If keys are lost or stolen, the contractor shall replace the keys.

C.4.2.2 The contractor shall seek assistance from the Contracting Officer to resolve any discrepancies in paperwork or inventory.

C.4.2.3 POVs awaiting shipment shall be stored in a secure building or secure outside storage area. Motorcycles shall be stored in a secure building at all VPCs. Reference C.14 for POV Storage requirements.

C.4.2.4 The contractor shall be responsible for the physical security of the facility and work area on contractor-owned/contractor-operated VPCs.

C.4.2.5 Vehicle registration is required on U.S. Government installations. All vehicles operated in support of this contract shall be registered, insured, licensed, and safety inspected in accordance with all Federal, State, Local and installation requirements. All contractor's drivers will have a valid national driver's license to operate wheeled vehicles.

C.4.2.6 Some vehicle processing service locations may be limited access military posts with controlled gate openings and closures. Unscheduled gate closures by the military police may occur at any time, and personnel entering or exiting the installation may experience a delay. All POVs and vehicles entering and leaving military installations are subject to being searched. Contractor must comply with all local installation/commander guidelines such as requirements for photo ID or other documentation.

## C.5 PERSONNEL

C.5.1 The Contract Manager, alternate(s), and contractor employees who have contact with customers must be able to read, write, speak and understand English fluently. English shall be the only language used with regard to this contract for written correspondence, discussions and other business transactions. The contractor shall assure that the required Federal, State, Local and Host Nations licenses, permits and/or certifications, i.e., driver's licenses, are acquired prior to its personnel performing these services.

C.5.2 The contractor shall designate a Contract Manager and alternate(s), who is responsible for the contract operations and who is available to the Contracting Officer at all times. The Contract Manager alternate(s) shall have full authority to act for the contractor on all matters.

C.5.3 Each contractor employee shall wear a contractor furnished identification badge, which will show the contractor company name, employee picture, and employee name.

C.5.4 The Government may restrict the entry of contractor personnel onto U.S. Government premises, through the use of entry passes. Irrespective of the issuance of passes, contractor personnel may be subject to search at the discretion of the Installation Commander.

## C.6 TRANSITION OF SERVICES

C.6.1 The contractor shall take all actions necessary to ensure a smooth transition of POV operations at the beginning and end of the contract, to include termination or normal expiration of the contract. Coordination and cooperation with the predecessor/successor contractors and Government activities are essential to ensure an orderly and efficient transition of services.. Problems encountered in the transition of operations shall be reported to the Contracting Officer.

C.6.2 The contractor shall implement VPC operations as designated in Appendix B. The contractor shall provide to the Contracting Officer a transition plan to ensure the efficient and thorough transfer of data and POVs from predecessor contractor and Government operated VPCs. The plan shall be provided to the Contracting Officer a minimum of 30 calendar days prior to the start of performance and shall identify the nature and extent of the transition activities required and the timeframe for accomplishing each activity.

C.6.3 The Government will issue a worldwide message to all Government shippers no less than 30 calendar days prior to start of contract performance with information to advise service members/customers of the transition of services. The contractor shall provide all required information, including new VPC addresses and phone numbers, to the Contracting Officer no later than 15 calendar days following award of the contract to support the Government's effort in issuing the message.

C.6.4 At the direction of the Contracting Officer, the contractor shall move POVs from predecessor contractor and Government operated VPCs to the contractor's VPCs or other location(s) designated by the Contracting Officer. The contractor shall perform a joint inspection of the POVs with the predecessor contractor or Government VPC representative at the time of pick up to document vehicle condition and the transfer of responsibility/liability. The contractor shall be reimbursed for moving the POVs at out-of-pockets.

C.6.5 Prior to the commencement of performance of services at GO/CO VPCs and at the end of the contract, the contractor shall, without additional compensation, participate with the COR and the predecessor/successor contractors or Government representative, as applicable, in a joint inventory of all facilities for which the contractor assumes responsibility. This includes, but is not limited to, office facilities, inspection facilities, POV staging areas, and storage areas. The inventory will include a joint inspection of all POVs to document vehicle condition and the transfer of responsibility/liability. The date and time for the inventory will be coordinated with the COR at least seven (7) working days prior to the start/expiration of the contract. At least 24 hours advance notice of the inventory will be given to the predecessor/successor contractors or Government representative.

C.6.5.1 When the joint inventories have been completed and at the discretion of the Contracting Officer, the contractor and the Government shall witness the re-keying or replacement of locks and/or application of such hasps, bolts or other locking devices, as necessary to secure the facility. The cost of locking devices, locksmith(s), welders and general labor will be reimbursed as a one-time out-of-pocket cost.

C.6.6 The contractor shall accept POVs for shipment up to the last day of the contract. The contractor may request that the last day of POV acceptance be advanced to accommodate transition between the contractor and its successor, subject to joint agreement between the Contracting Officer and all parties. Unless otherwise specified, the contractor shall provide to the successor contractor paper copies of all bookings and customer record data taken on or before the contract expiration date. In addition, the contractor shall provide the successor contractor with paper copies of all operational files relating to this contract. All files shall be kept for the duration of the contract or until the government takes possession of such files. The transfer of these files shall be coordinated through the COR. All POVs shall be transitioned as directed by the Contracting Officer.

C.6.7 The contractor shall be compensated for POVs received from/transferred to a predecessor/successor contractor or Government representative or in transit at the time of transition of services based on a pro rata portion of the applicable contract line item based on the services completed following or performed prior to the transition.

C.6.7.1 To the maximum extent possible, POVs that are in-transit on the implementation date of this contract will be moved to final destinations under arrangements with the predecessor contractor(s). However, at the direction of the Contracting Officer the successor contractor shall accept a POV in-transit at a location convenient for the transfer of custody and move the POV to the final destination or a designated location. Compensation for such services shall be subject to negotiation.

C.6.8 Except as otherwise specified, the contractor shall plan for and include the cost of the transition services identified above in the contract prices. Performance of and reimbursement for unforeseen transition requirements will be subject to negotiation.

C.6.9 In accordance with the Continuity of Services clause, FAR 52.237-3, the contractor shall, upon the Contracting Officer's written notice, provide phase-in, phase-out services for up to 90 days after expiration of this contract.

## C.7 GOVERNMENT-FURNISHED FACILITIES, SUPPLIES, EQUIPMENT AND INFORMATION

C.7.1 On Government facilities, the Government will provide DSN lines. Additional lines and connections may be installed by the contractor at its expense. The cost of activating and maintaining service to existing lines shall be borne by the contractor.

C.7.2 The Government will provide facilities and space for the VPC operation at those GO/CO locations indicated in Appendix B. The contractor shall maintain the facilities in a clean and orderly manner. At the Government provided facilities, the Government will provide the following:

1. Enclosed, lighted facilities to conduct joint inspections.
2. Office facilities, to include a reception area and rest rooms for customers. Space will be provided in accordance with the respective theater space allocation guidelines.
3. Secured outside hardened (concrete, asphalt, hard packed gravel) storage area.
4. Utilities (electricity, water, heat/ac).
5. Refuse pick-up and disposal service at established pick-up locations on the installation.
6. Custodial services, to the extent available.

C.7.3 The Government shall be responsible for the physical security of the facility and work area on Government-owned/contractor-operated VPCs.

## C.8 CONTRACTOR-FURNISHED FACILITIES, SUPPLIES, EQUIPMENT AND SERVICES

C.8.1 The contractor shall furnish all facilities, supplies, equipment, and services as required for performance of POV shipping and POV Storage. The contractor shall provide all furniture in all Government-owned and contractor-owned full service vehicle processing centers. This includes office furniture and internet access for the COR and furniture and related items for use in the customer waiting and reception area. Contractor's equipment shall be maintained in safe condition and meet OSHA standards and all applicable Federal, State, Local, and Host Nation laws. The contractor shall establish the CO/CO VPCs in areas where safety and convenience factors are in the best interest of the customer.

C.8.2 The facilities shall have space sufficient to accommodate inspecting, processing, and storing POVs. Customer waiting areas shall be provided. Public rest rooms shall be located within the confines of the customer wait room/reception area and be accessible during normal business hours. The POV processing area must have an enclosed area with overhead lighting for all inspections. The contractor shall provide at least 100 square feet of office space, furniture, and equipment for one (1) COR at each full service GO/CO and CO/CO VPC. These areas must meet current accessibility standards for the physically disabled, as mandated by applicable Federal, State or Local authorities and Host Nation.

C.8.3 Contractor shall have the capability to move inoperable POVs. Under no circumstance shall a POV be utilized to tow or push another POV.

C.8.4 Contractor shall ensure that there is adequate fuel in the POV when it is being turned over to the customer so that it may be driven to the nearest fueling facility. The contractor shall adhere to all rules and regulations regarding appropriate levels of fuel in the POV during transit.

C.8.5 The contractor shall keep its facility free from all accumulation and build up of snow and ice during working hours.

C.8.6 The contractor shall provide commercially acceptable seat covers, floor mats, boxes and other required supplies necessary to prepare POV for shipment

CC.8.7 Reserved

C.8.8 The contractor shall furnish, for its own use, commercial telephone service at all Government-Owned and contractor-owned facilities, to include all required instruments and equipment. The contractor shall bear all costs of installation and removal in all contractor-owned and Government-owned facilities. A public pay phone shall be easily accessible for customer use at CONUS VPCs.

C.8.9 The contractor shall provide a toll-free number or foreign equivalent for each VPC, available twenty-four hours a day, with access to a customer service representative during normal duty hours and an informational recording after normal duty hours. At a minimum, the informational recording shall provide customers with the following information: operating hours, office location, and documents required for turn-in or pick-up of a POV.

C.8.10 The contractor shall provide an automated on-line web site allowing members, CORs, and regional MTMC offices in-transit visibility to a POV. Addresses and points of contacts for the regional MTMC locations are:

Military Traffic Management Command  
Attn: MTPP-PA-P  
Hoffman II Building  
200 Stovall Street  
Alexandria, VA 22332-5000

POC: Mr. Charles Helfrich Phone: 703-428-3277

Commander  
598th Transportation Group  
Personal Property Division  
Unit 30400, BOX 1000  
APO AE 09128

POC: Mr. Dan Sonju Phone: 049-621-1240-171

Commander  
Personal Property Office - Pacific  
Bldg 210  
Wheeler AAF  
Schofield Barracks, HI 96857-5008

POC: Mr. Jeremy Hay Phone: 808-845-8531

C.8.11 The contractor shall provide an automated windows-based software program for MTMC terminals in Europe (to include the Government Representative at Camp Darby Office) utilizing customs form AE-55-355M. This software shall be able to print this form in the format shown in the sample provided in Attachment 3. The software shall also provide the MTMC terminals with a daily inbound shipping report containing all the elements essential to creating the AE-55-355M. The necessary data elements for the preparation of the AE 302 are provided at Attachment 3. All fields up to the Certificate of Reception shall always be filled in and will be the same for every vessel with the following exceptions: (1) Ref # = vessel name and voyage number; (2) Invalid date = will change; (3) Number/description of cargo; (4) Weight; (5) Description of goods will read "POVs: See attached list" and a ship's manifest shall be attached with the following fields listed: VIN #, SSN#, Last name, POE, POD, ORI, Destination, Make, Model, Weight, Cu Ft. A note shall be typed in this section requesting the receiver to sign and return copy 2 to the unit for final customs clearance. The address of the military unit signing the form shall be entered with the military unit completing the date, name, and rank of clearing officer who will use the attached ship's manifest to check the accuracy of the information on the custom's forms. Points of contact phone numbers for the AE 55-355M at the 950th Transportation Company, Bremerhaven, Germany 011-49-471-891-8344) or 011-49-471-891-8704.

C.8.12 The contractor shall furnish a personal computer, printer, and necessary operating accessories for use by each COR. This hardware shall be capable of operating the contractor-provided software and have the capability to send and receive e-mail. The contractor shall provide e-mail addresses for each full service VPC to the Contracting Officer by the contract start date. Maintenance of equipment is responsibility of the contractor.

#### C.8.13 Reports

C.8.13.1 GPC SHIPPING: The contractor shall provide the Contracting Officer and each COR a monthly management data report, which is due by the fifth (5th) calendar day of the month. The report shall, at a minimum, include the following: total number of POVs processed, total number of POVs shipped indicating inbound and outbound shipments by channel, customer service feedback, and transit time/RDD on-time performance percentage with written explanation of each incident of missing RDDs, and any supporting documentation. Copies of the monthly management data report shall be provided electronically unless otherwise directed by the Contracting Officer.

C.8.13.2 POV STORAGE: Origin VPC-Destination Storage Facility and Origin Storage Facility/Destination VPC for the total number of Storage POVs processed and handled (Handled in/handled out), number stored, military service sponsor, claims filed/claims settled and customer feedback. Copies of the monthly management data report shall be provided in paper copy and electronic as directed by the Contracting Officer.

C.8.13.3 Contractor shall provide bi-weekly booking reports to the Contracting Officer by word document or excel spreadsheet. These bi-weekly reports shall include all over-ocean shipments booked by the last work day of the month. The first of these two reports shall be provided to the Contracting Officer by the fifth work day of the following month. If this day falls on a Saturday, Sunday, or federal holiday, the next work day will be considered the fifth day.

C.8.13.4 The contractor will provide the customer with a quarterly maintenance (status) report stating the condition of the service members POV to include any maintenance history perform (minor or major) to maintain the operating condition of the POV. This report can be provided to the member in writing or by electronic transmission.

C.8.13.5 In the event that the information provided above is inconclusive in meeting the need(s) of the Government, the contractor shall also provide special report(s) to the Contracting Officer to meet any unforeseen informational requirements. This report shall only be required when requested and approved by the Contracting Officer.

C.8.14 The contractor shall display signs identifying the responsible military command and the contractor company name. A separate sign shall identify procedures for processing a claim with an emphasis on the customer's right to file a claim directly with the contractor. The contractor shall submit the design(s) for such signs to the Contracting Officer for approval at least 15 calendar days prior to the start of the contract. Placement of exterior signs shall be consistent with local Government policy. Interior signs shall be located in the customer waiting area where they can be clearly seen.

C.8.15 The contractor shall provide the necessary space/materials to insure all vehicles with broken windows are covered with an appropriate waterproof protective cover.

C.8.16 The contractor shall provide a locking device in the VPC customer waiting areas for customers to place comment cards. For VPCs where there is not a Contracting Officer Representative on site, the contractor shall forward the locking device to the designated COR. The COR shall remove the cards and turn it over to the local VPC manager. The device shall only be accessible by the Contracting Officer's Representative.

C.8.17 BLUEBARK. The contractor shall provide full service for bluebark shipments and shipments resulting from a member being injured, ill, or absent for a period of more than twenty-nine (29) days in a missing status, as provided in the JFTR/JTR. The contractor shall consider such POVs priority shipments, and deliver the POV to the customer and/or spouse at the designated address. Drive-away service shall not be utilized. The contractor shall invoice for a bluebark administrative fee of fifty (50) dollars as provided in the Schedule of Supplies/Services, in addition to the applicable transportation charges that result from the POV move.

#### C.8.18 QUALITY OF LIFE SITES (QoL)

The contractor will be compensated for the movement of POVs to/from the QoL sites on the basis of two factors: (1) the rate set forth in the Schedule for the hub Full Service VPC, plus (2) the Quality of Life Service Charge stated in the applicable CLIN of Schedule VII, Miscellaneous Services, covering the movement of the POV between the Full Service VPC hub and the QoL site.

### C.9 CONTRACTOR'S DUTIES

#### C.9.1 CUSTOMER SERVICE

C.9.1.1 The contractor shall complete POV turn-in/pick-up processing within one hour or less of the customer signing in at the VPC. The one-hour processing requirement shall exclude any required agriculture clearances.

C.9.1.2 The contractor shall maintain a log, ensuring that the customer signs in at the time of arrival and signs out when finished.

C.9.1.3 The contractor shall respond telephonically to routine verbal inquiries concerning the status of POVs.

C.9.1.4 The contractor shall provide customer service comment cards to all customers. The contractor shall encourage the customer to complete and submit the card before departing the VPC. The contractor shall include the customer service card in the QCP for approval by the Contracting Officer.

C.9.1.5 The contractor shall keep a record of the customer's name, unit and home addresses, unit and home telephone numbers, and where the customer can be reached at all times and any other related information that can be used to contact the customer at destination.

C.9.1.6 The contractor shall notify the Contracting Officer if it appears that a customer was miscounseled on his/her entitlements.

C.9.1.7. RENTAL CAR INCONVENIENCE CLAIMS. Government reimbursement of service members and their dependents for rental car expenses when a POV is delivered after the RDD is an official entitlement of members of the uniformed services. Government reimbursement of service members under their entitlement is not to exceed \$30 per day, and the entitlement expires after seven calendar days car rental (maximum entitlement \$210), or on the date on which the delayed vehicle is made available for pick-up at destination, whichever comes first. The rental car entitlement applies only to payments by the Government to members of the uniformed services and not to Department of Defense civilian employees. For rental car inconvenience claims submitted to the contractor by customers who are members of the uniformed services, the contractor shall only consider reimbursement for amounts that exceed the claimant's entitlement.

C.9.1.7-1 INCONVENIENCE CLAIMS. An inconvenience claim is a claim for compensation to the customer (the customer is the claimant) that is above and beyond the customer's legal entitlement. An inconvenience claim is submitted by the customer to the contractor, and is resolved solely between the contractor and the customer.

Examples of inconvenience claims are as follows, but are not limited to: requests for reimbursement of rental car expenses; requests for reimbursement of temporary lodging expenses. In the event of an inconvenience caused through the fault or negligence of the contractor, e.g., POV does not arrive as scheduled, the contractor shall acknowledge receipt of inconvenience claims filed by the customer within fifteen (15) calendar days of the date of submission. The contractor shall review each such claim on a case-by-case basis and, based on the circumstances of each case, pay, decline, or make a firm settlement offer in writing to the claimant within forty-five (45) calendar days of the date of the submission. The contractor shall report to the Contracting Officer the final action taken, including the date and amount of settlement, if any.

## C.9.2 POV PROCESSING

C.9.2.1 The contractor, with the customer, shall jointly inspect the POV in an enclosed lighted area and accurately record the interior/exterior condition of the POV on the DD Form 788 (Attachment B) or commercial equivalent. The contractor shall insure that the POV is clean to be accurately inspected. The contractor's failure to wash the POV does not provide relief from liability.

C.9.2.2 When the condition of the POV being turned in by a customer impairs the inspection process, the contractor shall request the customer to wash the POV prior to processing.

C.9.2.3 The contractor shall obtain from the customer one complete set of keys, to include keys for gas tank cap and locking type hubcap or rim. All keys shall be secured to the contractor furnished key tag; except the hubcap or rim key which shall be secured in the glove compartment. The customer will disable the vehicle alarm system, if so equipped.

C.9.2.4 The contractor shall place one (1) commercially acceptable seat cover and one (1) floor mat on the driver's side of each POV for each POV move.

C.9.2.5 The contractor shall ensure that a thorough joint inspection is accomplished. If necessary, the contractor shall clean and/or wash the POV at destination to ensure a thorough joint inspection is accomplished. POV washing shall conform to all applicable Federal, State, local, and Host Nation environmental laws and regulations. At each of the nine U. S. Government installations in Germany (listed in Appendix B), the Government shall make a good faith effort to provide the contractor with a site to wash POVs on the installation. Cleaning POVs at these locations shall be in accordance with German law and local environmental protection policies, which shall also apply to car washing agreements negotiated between the contractor and the local Morale, Welfare, Recreation offices and/or Post/Base Exchange offices. If the Government fails to provide a car wash site at any of the nine U. S. Government installations in Germany, the contractor shall seek alternatives subject to the approval of the contracting officer. Additional costs associated with such alternative action(s) shall be negotiated between the contracting officer and the contractor.

C.9.2.6 If a POV should fail to start, the contractor shall have the capability to start the vehicle via alternative methods, i.e., battery and battery cables. If the POV still fails to start, the contractor shall move the inoperable POV to a staging area within twenty-four (24) hours and immediately notify the Contracting Officer. Under no circumstances will any POV be used to jump start any other POV.

C.9.2.7 The contractor shall be responsible for the repair and/or replacement of flat tire(s) after acceptance of the POV and before delivery to the customer. If tire replacement is necessary, the contractor shall use a tire of comparable make and value of the tire requiring replacement.

C.9.2.8 The contractor shall inform the customer of claims procedures and provide the customer with a copy of the instructions for filing claims (Appendix A).

C.9.2.9 The contractor shall crate motorcycles when the contractor determines it necessary to ensure safe delivery of the motorcycle. Motorcycle crating shall be in a manner that protects the vehicle using commercial standards and practices. The contractor shall furnish all labor and materials necessary to properly ship motorcycles. Compensation at the rate under Miscellaneous Services will include crating at origin and uncrating at destination.

C.9.2.10 The contractor shall recommend ways to downsize a POV exceeding 800 cubic feet (20 measurement tons (MT)) when it is turned in for processing. If the POV still exceeds this limit, the contractor shall notify the Contracting Officer. The contractor shall calculate the applicable excess charges to be assessed to the customer and prepare the necessary documents.

C.9.2.11 The contractor shall be reimbursed for oversized POVs at the applicable rate in the Schedule of Rates plus 5% for each MT portion thereof exceeding 20MT. Such additional computed charges must be verified by the Contracting Officer and will be paid through Out-of-Pocket Costs.

C.9.2.12 Loose property, not authorized in accordance with MTMC Reg 55-69, shall not be shipped in the POV and is to be removed by the customer. The contractor shall inventory all loose items and any accessories using brand name, serial number, and any applicable identifying aspect, and provide a copy of the inventory to the customer. The contractor shall remove all loose items from the POV and pack them in one (1) contractor furnished box. The box shall be sealed with packing tape in the presence of the customer, and the sealed box placed in a locked compartment/trunk. The presence of this box shall be annotated on the joint inspection form. If the POV is not equipped with a trunk, the box/carton shall be placed on the back seat or rear bed (cargo area) of a station wagon or hatch-back type POV. The contractor shall ensure that all accessories not permanently installed and susceptible to pilferage are removed by the customer prior to turn in and contractor acceptance of the POV.

C.9.2.13 The contractor shall insure that the POV being shipped meets all the conditions or restrictions for the destination country as set forth in the Personal Property Consignment Instruction Guides - Volumes I and II.

C.9.2.14 If the contractor deems a POV ineligible for shipment, it shall immediately notify the Contracting Officer. POVs not in safe operating condition and POVs with noticeable fluid leaks, shall not be accepted for shipment, except when directed by the Contracting Officer. In general, an unsafe vehicle operating condition is one that could prevent the safe movement and control of the vehicle, e.g., brake failure (including emergency), hood does not fasten, no steering, broken windshield or window (not including cracks that do not impair vision), or an inoperable status. Once the contractor accepts a POV it is responsible for delivering the POV, at no additional charge, even if it becomes inoperable while in the contractor's custody.

**C.9.2.14.1 The contractor may not unilaterally take any action to restrict service by the use of** any forms, waivers, notices, conditions, VPC display signs, tags, stickers, or similar documents or devices in its dealings with service members, unless the contracting officer has given advance written approval. The contractor shall not introduce any forms, waivers etc. that attempt to limit the contractor's liability for loss, damage, or otherwise attempt to change any terms of the contract.

C.9.2.15 Accessorial charges for alternate port POVs shall be computed on the basis of the rate difference between the alternate route and authorized route. The contractor shall prepare the necessary documents and contact the Contracting Officer for approval.

C.9.2.16 DIRECT BOOKING PROCEDURES FOR POVs: See Appendix F.

C.9.2.17 PROCEDURES FOR POVs DESTINED TO HARDLIFT AREAS. See Appendix H.

### C.9.3 POV DOCUMENTATION

C.9.3.1 The contractor shall affix a vehicle identification label, which shall have all information equivalent to information found on the MT Label 375-R (Attachment 3), to the right inside windshield so as to be readable in identifying the POD or obtaining other data when the POV is locked.

C.9.3.2 The contractor shall prepare a file for each POV to include the DD Form 788 or commercial equivalent (Attachment 3), copies of the customer's valid PCS orders (including amendments), a Power of Attorney or letter of authorization when necessary, and other documents as may be appropriate.

C.9.3.3 On the DD Form 788 or commercial equivalent, the contractor shall place the POV weight and cube upon obtaining it from the owner's manual or the commercial data sheets, or if neither is available, by measuring the POV. The vehicle identification number shall be taken from the POV or the customer's POV registration and odometer reading from the POV during the inspection phase. The contractor shall annotate on this form whether the hubcaps and antenna are mounted or not. The initial odometer reading occurs during joint inspection and turn in of the POV, and it is entered on the front of the form.

C.9.3.4 The contractor shall inform the customer of the opportunity to provide comments regarding service received on the DD Form 788 or commercial equivalent and ensure the customer initials Block 13, thus verifying the opportunity to provide comments.

C.9.3.5 After the POV has been jointly inspected, the contractor shall distribute the DD Form 788 or commercial equivalent as follows: Original and one legible copy of the DD 788 and one legible copy of the orders go into the glove compartment, unless the glove compartment is too small or non-existent. In this case, the documentation will be placed on the front passenger seat. One legible copy goes to the customer. In the case of motorcycles, the original DD 788 and one (1) copy, with one copy of orders and any other documentation required by the ultimate destination attached, shall be placed in a waterproof pouch and affixed to the motorcycle inside the crate, or attached to the outside of the crate in a waterproof pouch.

### C.9.3.6 POV STORAGE DOCUMENTATION

In addition to the provisions of Paragraph C.9.5 below, the contractor shall provide a copy of the MTMC "Storing Your POV" Pamphlet to the owner or agent upon receipt at the Origin VPC. The contractor shall obtain a written receipt from the owner or agent that they have read and understand the provisions of the "Storing Your POV" Pamphlet.

### C.9.4 FUELING/DEFUELING

C.9.4.1 The contractor shall ensure that fuel levels in POVs are at the appropriate level for shipment. Contractor is not required to accept POVs exceeding fuel levels, however, if the contractor elects to defuel, all fuel drained from POVs shall become the property of the contractor.

C.9.4.2 Contractor shall ensure that there is adequate fuel in the POV when it is being turned over to the customer so that it may be driven to the nearest fueling facility. The contractor shall adhere to all rules and regulations regarding appropriate levels of fuel in the POV during transit

### C.9.5 POV TURN-IN PROCEDURES

C.9.5.1 The contractor shall provide the customer a copy of claims instructions, Appendix A. The contractor shall require the owner or authorized agent to present personal identification upon turning in the POV, a copy of the valid POV registration/title, a copy of the customer's valid PCS orders (including amendments) and a Power of Attorney and/or letter of authorization, if required. The member must also have an original signature letter

from transportation officer authorizing storage of the POV. The customer file is the property of the Government. The contractor shall review the documentation received from the customer and prepare the necessary documentation to process the shipment for onward movement.

C.9.5.2 The contractor shall give the customer one legible copy of the DD Form 788 or commercial equivalent after all processing is completed. The contractor shall offer information about transportation services (bus-limousine-taxi) the customer may use at his/her expense to depart the facility.

C.9.5.3 For Storage POVs, the Contractor shall accept all POVs for storage from member at any full or partial service contractor operated VPC or from the Government or its agent.

C.9.5.4 Under no circumstances shall a second POV be knowingly accepted from a customer for shipment or storage. The shipment of more than one POV per customer (either space available or space required) on a PCS order is prohibited. The contractor's system shall have the capability to detect a second POV shipment. If the shipment of a second POV is detected the contractor shall advise the Contracting Officer.

C.9.5.5 The contractor shall ensure that the customer understands the conditions of shipment related to cold weather ports, as stated on the DD Form 788 or equivalent.

C.9.5.6 The contractor shall provide the customer with the date that the full-service or partial-service POV will be available for pickup at destination. This date will be the required delivery date (RDD), which shall fall within the applicable transit time provided in Appendix C. The contractor shall instruct the customer on how to obtain information regarding the POV status.

#### C.9.6 CUSTOMS AND AGRICULTURE CLEARANCE

C.9.6.1 The contractor shall advise the customer that the POV is subject to U.S. Customs and Department of Agriculture inspections enroute, as well as Foreign Government Customs inspections; that prohibited items will be confiscated; and that the customer may be liable for prosecution for attempted import/export of any prohibited items. The contractor shall satisfy the customs and agriculture requirements for both Foreign and Domestic Governments with respect to the processing of POVs.

C.9.6.2 The contractor shall prepare the required customs declaration forms and obtain required signatures from the customer, MTMC personnel, and U.S. Customs officials. The contractor is responsible for customs clearance of the POV in accordance with pertinent laws and will take required actions to effect customs clearance. Under no circumstances shall a POV be released without clearance from U.S. Customs. The contractor shall be liable for all fines and penalties incidental to the improper processing of customs clearance forms. Non conforming vehicles shall not be imported into the United States.

C.9.6.3 (APPLIES TO EUROPE, EXCEPT UNITED KINGDOM) MTMC terminals control, print, sign and stamp the Army Europe Customs Clearance Form (AE-55-355M) for customs clearance. If POVs stay in the country of the port of debarkation, one AE 302 form will suffice for customs clearance. For example, if POVs are discharged in Bremerhaven and stay in Germany, only one AE-55-355M is required; however, if POVs are discharged in Bremerhaven and are destined for Italy, an AE-55-355M is required for each POV. The contractor shall send all data applicable for the creation of the AE-55-355M to the appropriate MTMC terminal according to geographic area of responsibility no later than the following times: If the transit time to the first water point of debarkation is 7 calendar days or less, the manifest data shall be forwarded within 72 hours after vessel departure from the water point of embarkation. If the transit time to the first water point of debarkation is 8 calendar days or more, the manifest data shall be forwarded within 5 calendar days after vessel departure from the water point of embarkation. The contractor is responsible to travel to the nearest MTMC terminal to receive the AE 302s. The contractor shall be liable for all fines and penalties incidental to the improper handling of AE-55-355Ms.

#### C.9.6.3.1 RESERVED

C.9.6.4 (APPLIES TO UNITED KINGDOM) The contractor shall prepare, sign, stamp and clear cargo with the appropriate customs form (C-88) or its successor form. Upon award of the contract, the contractor shall be assigned by the U.S. Customs liaison in the UK (U.S. Air Force) as a customs agent authorized to sign C-88s on behalf of the U.S. military. The contractor shall be liable for all fines and penalties incidental to the improper handling of C-88s.

C.9.6.5 The contractor shall perform all required agriculture inspections and certifications, in accordance with all applicable laws and regulations.

C.9.6.6 (APPLIES TO EUROPE, including UNITED KINGDOM) The contractor shall perform all required agriculture inspections. Contractor agriculture inspectors must attend an instructional four-hour course and be certified in accordance with all applicable laws and regulations prior to conducting agriculture inspections. The course is entitled Senior Military Customs Inspection (SMCI) course and will be provided by the Government. There is no charge for this course, but all travel and per diem coincidental with the taking of this course shall be borne by the contractor. The course will be provided by EUCOM, 42nd Military Police, Mannheim, Germany. Current standards and provisions applicable to the conducting of agriculture inspections and the operation of inspection sites can be found in Appendix I.

C.9.7 POV PICK-UP PROCEDURES (Procedures for both GPC Shipping & POV Storage unless noted otherwise)

C.9.7.1 (GPC Shipping specific) Contractor shall unbox, unpalletize, and uncrate motorcycles and accessories. The contractor shall reinstall accessories and remove all shipping labels from the POV.

C.9.7.2 (GPC Shipping specific) The contractor shall notify the customer/sponsor of the date the POV will be available for pick-up at destination, such notice to be mailed at least five (5) calendar days prior to the available pick-up date. Notification shall be made in writing by mailing postage paid notification card or letter to the customer/sponsor. In areas dependent upon the military postal system, the contractor may provide the postage paid notification cards or letters to the COR for mailing through the military postal system. The contractor shall notify the customer by telephone if there is a problem with the POV, e.g., inoperable or damaged, and shall note the situation on the notification card or letter. Contractor shall update POV website with pick-up and/or any problems or irregularities with POV's delivery.

C.9.7.3 The contractor shall request the customer present a copy of the DD Form 788 or commercial equivalent, and valid identification. If the POV is being picked up by someone other than the owner (including spouse), secure and retain in the permanent name file a copy of the power of attorney, or (when authorized by individual service regulations) letter of authorization. If any question exists concerning a person's eligibility to pick up a POV, the contractor shall consult the Contracting Officer.

C.9.7.4 The contractor and customer shall jointly inspect the POV and inventory accessory contents in an enclosed lighted area. The contractor shall prepare and distribute complete, accurate, legible, and appropriately signed documentation required to effect delivery to the customer. The contractor shall use the original DD Form 788 or commercial equivalent, and the customer's copy of the DD Form 788 or commercial equivalent to conduct final joint inspection at the destination VPC. The original copy of the inspection form shall be maintained by the contractor as part of its official file. The contractor shall return the customer's copy upon completion of the joint inspection.

C.9.7.5 The contractor shall record the odometer reading in item thirteen (13) of the DD Form 788 or commercial equivalent. The contractor shall not make any adjustments to the odometer reading. Odometer reading shall not

differ by more than twenty (20) miles from the reading recorded on the face of the DD Form 788 or commercial equivalent. If the difference is more than twenty (20) miles, the contractor shall notify the Contracting Officer.

For vehicles stored under this contract, the contractor will be required to move the vehicle not to exceed a maximum of 0.5 miles per month while in storage. For vehicles shipped and stored under this contract the odometer reading shall not exceed twenty (20) miles as shown on the DD Form 788 or commercial equivalent at time of shipment plus the total aggregate of 0.5 miles per month while in storage.

C.9.7.6 The contractor shall, on the DD Form 788 or commercial equivalent: ensure that the customer annotates any exceptions to the POV condition; record agreement or disagreement with the customer's exceptions by line item; and, ensure that the customer acknowledges receipt of the POV by affixing his/her signature and date

C.9.7.7 The contractor shall provide the customer with a shipment summary form at time of pick-up. The shipment summary form is provided in Appendix L. The contractor shall complete the form, which includes date and location of turn-in, the RDD provided at time of turn-in, date the POV was available for pick-up, and date and pick-up location. The contractor shall place in the remarks section of the form any supplemental information relative to the POV shipment, e.g., reason for delay of delivery/missed RDD, loss and/or damage, unique shipping circumstances. The contractor shall sign the document jointly with the customer prior to the customer's departing the VPC.

C.9.7.8 (POV Storage specific) In addition to C.9.7 above, Contractor shall make the POV available to the member or member's agent within 21 calendar days of written/electronic notification from the owner for POVs picked up within CONUS and 21calendar days plus the applicable RDD for POVs picked up at OCONUS points.

C.9.7.8 (POV Storage specific) POVs requiring transportation to an OCONUS point shall be drayed by the contractor to the CONUS VPC nearest the contractor storage facility for movement to the OCONUS destination.

#### C.9.8 FOLLOW-UP POV CUSTOMER NOTIFICATION PROCEDURES

C.9.8.1 POV Shipping: If the POV has not been picked up within twenty (20) calendar days after the first notification: The contractor shall mail a second notice (certified-return receipt requested or equivalent) on the twenty-first (21st) day to prevail upon customers to pick up their POVs within thirty calendar days of the date of POV receipt at the contractor's facilities. The contractor shall notify the Contracting Officer of any POV remaining in its possession after twenty one calendar days.

C.9.8.2 POV Storage: The contractor shall send the customer a written notice via certified mail 45 days prior to the expiration of the customer's tour of duty. The notification shall advise the customer that the Government will begin abandonment procedures if the vehicle is not picked up from storage within ninety (90) days after completion of the tour of duty. The customer will be instructed to contact the contractor to arrange transportation of their vehicle to the final destination for customer pick up. Contractor must coordinate with the COR to begin disposition procedures should member fail to respond to notification.

C.9.8.2 Based on historical data, approximately 95% of all POVs are picked up within 45 calendar days. Unusual circumstances, such as the service member's medical condition or tour of duty (TDY) status, may require POVs (approximately 5%) to remain in the contractor's possession more than 45 calendar days. If a POV is not picked up within 45 days, the contractor shall notify the customer via certified letter (return receipt requested or equivalent) that the customer has the option of relinquishing ownership of the POV to the Government so property disposal action can be taken. The contractor shall seek instructions for property disposal from the Contracting Officer and prepare all documentation. Of the POVs exceeding 45 calendar days, a small percentage may remain in the contractor's possession for up to 180 days. The contractor shall seek disposition instructions from the Contracting Officer for POVs that remain in the contractor's possession beyond 180 days. The contractor

shall maintain a certified mail log, including the date the customer acknowledged receipt of the certified mail and the date the return receipt is received at the appropriate VPC. This paragraph applies to POC Shipping only.

#### C.9.9 DIVERSION AND RECONSIGNMENT

C.9.9.1 The contractor shall respond to diversions and re-consignments as required. If a POV is not assigned a destination, the contractor shall notify the Contracting Officer who will provide instructions.

C.9.9.2 For all POVs diverted or re-consigned, the contractor shall invoice for diversion/re-consignment administrative fee of one-hundred (100) dollars, in addition to applicable charges, as provided in the Schedule of Supplies/Services.

#### C.9.10 ABANDONDED VEHICLES

C.9.10.1 GPC Shipping: The contractor may invoice for services rendered (POV shipment from origin to destination) after 45 days from arrival at the destination VPC and when all customer notification procedures have been completed IAW C.9.8.1 and C.9.8.3 above. The contractor shall provide proof of customer notifications with each shipping invoice. When the Government determines a vehicle to be abandoned, the contractor shall be compensated for holding the abandoned POV under the applicable CLIN of the Schedule of Supplies or Services. Compensation for holding the abandoned vehicle will begin on the 181st day from the date of arrival at the destination VPC and will end when the vehicle is removed from the VPC.

C.9.10.2 POVS Storage: When the Government determines a vehicle to be abandoned, the contractor shall be compensated for holding the abandoned POV under the applicable Schedule CLIN of the Schedule of Supplies or Services. The Government will begin abandoned vehicle procedures when one of the following events has occurred beyond the member's tour of duty:

- a. Ninety (90) days for active members returning from OCONUS PDS
- b. 180 days for members separating from service or relief from active duty
- c. One year from the active duty termination date (including by a member's death) for retirement, place on Temporary Disability Retired List (TDRL) discharge with severance or separation pay, involuntary release from active duty with readjustment or separation pay, or involuntary separation.

The contractor is not responsible to maintain the condition of an abandoned vehicle and may remove vehicle from the enclosed storage facility to a secured outdoor holding area.

#### C.10 CONTRACTOR LIABILITY AND CLAIMS

##### C.10.1 LIABILITY.

C.10.1.1 The contractor is liable to either the owner, the owner's insurer under principles of subrogation, or the United States for the full value of any loss and/or damage to the vehicle, its contents, accessories or internal working components that occurs while the vehicle is in the custody or control of the contractor, or any of its subcontractors. The contractor is also liable for any loss and/or damage caused by the negligence of any of its employees, agents or subcontractors, regardless of where the loss and/or damage occurs. For example, the contractor would be liable for any loss and/or damage that occurs while a vehicle is in the custody of the ocean carrier, if the loss and/or damage was caused by the negligent stowage of the vehicle in the vessel or in a container by the contractor's stevedoring subcontractor. The contractor is not liable for loss and/or damage that occurs to a vehicle while it is in the custody or control of the GDS ocean carrier, provided the loss and/or damage was not caused by the contractor or its subcontractors and provided also that the contractor gives timely notice of the loss and/or damage to the GDS ocean carrier. The ocean carrier liability is as stated in the applicable agreement between the government and the GDS ocean carrier. Notwithstanding the above, the contractor is liable for the

loss and/or damage regardless of where it occurs in the shipment unless the contractor can prove by clear and convincing evidence that the loss and/or damage occurred while the POV was in the custody of a Department of State carrier, or a GDS ocean carrier, and was not due to the negligence of the contractor or any of its subcontractors.

C.10.1.2 Full value in this context means the total retail repair cost, to include applicable taxes, at the place where the owner elects to repair the vehicle; the undepreciated replacement cost of those items that are not normally replaced during the life of the vehicle (e.g., glass, mirrors, wheels, bumpers, fenders, etc.); or the depreciated replacement cost of items that are normally replaced during the life of the vehicle or that depreciate because of wear (e.g., convertible tops, seat and floor coverings, tires, wiper blades, batteries). For tires, the depreciation will be based on the mileage since the tires were installed, but may not exceed 30% per year, up to a maximum of 75%. For internal and external parts (including complete paint jobs) or any other parts, the rate will not exceed 10% per year up to a maximum of 75%. Repair and replacement costs must be fair and reasonable for the type of vehicle in the location where the repair will be done. The contractor has the burden of proving by clear and convincing evidence, in accordance with paragraphs C.10.2.11.6 and C.10.2.11.7 that the claimed repair or replacement costs are unreasonable and what a reasonable cost would be for the location where the repairs will be done.

C.10.1.3 The contractor's maximum liability for loss and/or damage to any vehicle shall not exceed a total of \$20,000 or the fair market retail value of the vehicle and its accessories at its final destination, whichever is less.

C.10.1.3.1 For vehicles shipped to the United States, fair market value for the vehicle and its accessories will be determined by reference to the retail value in the NADA Official Used Car Guide for the region in which the customer will file his or her claim. For vehicles shipped to destinations outside the United States, the fair market value will be the retail value according to the same publication at the United States port from which the vehicle was shipped. If the loss is to a vehicle which is not in the Official Used Car Guide, the fair market value will be the retail price in the appropriate NADA Guide for that type of vehicle.

C.10.1.3.2 On claims for exterior damage to vehicles that are still operational, and that can be economically repaired (i.e. the total estimated repair costs is less than the fair market value of the vehicle) the contractor's maximum liability for glass replacement, repair/replacement of body panel or fenders, and repainting will not exceed the fair market value of the vehicle, as determined above, or \$2,000, whichever is less.

C.10.1.3.3 Salvage. For any vehicle shipped to the United States that is subject to a claim for damage, the contractor is entitled to take possession if it has paid, or agrees to pay, the fair market value of the vehicle. In instances in which the contractor chooses to exercise its salvage rights, the contractor will take possession of the vehicle at the service member's residence, or other location acceptable to the member and the contractor, not later than thirty (30) day's after **agreement by the contractor to settle the claim**. However, if the vehicle is inoperable, it shall be the responsibility of the contractor to transport the vehicle to any location at which it chooses to exercise its salvage rights. The thirty (30) day pick up period can be extended by agreement between the carrier, the service member, and the claims office that has paid the member's claim. If the contractor believes that it is not receiving cooperation from the services member in the exercise of its salvage rights, the contractor must contact the claims office that paid the member immediately to seek assistance in obtaining such cooperation. Failure of the contractor to successfully exercise its salvage rights shall not reduce its liability to the Government.

C.10.1.4 Except as provided in paragraph C.10.1.6, the owner, the owner's private insurance, or the United States need only establish a prima facie case that the vehicle and its contents were tendered to the contractor for shipment under this contract; that it was lost and never returned to the owner or was returned to the owner with some loss and/or damage; and the cost of repair or replacement at the place where the vehicle is located when the owner seeks to repair it or replace the loss. This will shift the burden of proof to the contractor to prove by clear

and convincing evidence that the loss and/or damage occurred before the vehicle was tendered; that the loss and/or damage did not occur during shipment; or that the replacement/repair costs are not reasonable for the type of repair in the location where the repair will be performed. See C.10.2.11.6 and C.10.2.11.7 on contesting reasonableness of repair costs.

C.10.1.5 The contractor will not be liable for any loss and/or damage that occurred in transit if the contractor can prove by clear and convincing evidence, both that the loss and/or damage was due to one of the exceptions developed by United States courts interpreting the Carmack Amendment to the Interstate Commerce Act, and that negligence on the part of the contractor's agents, subcontractors or the ocean carrier did not contribute to the loss and/or damage. These exceptions include acts of God, acts of a public enemy, inherent vice of the article being shipped, negligence of the owner or the owner's agent, and acts of public authority. The contractor will not be liable for losses and/or damage due to the illegal acts of persons participating in strikes, lockouts, labor disturbances, riots, or civil commotion, unless the illegal acts, including but not limited to those listed herein, were perpetrated by the employees or agents of the contractor. However, the contractor may be liable for part of the loss if, following some damage by an excepted cause, the contractor, its subcontractors, or ocean carrier fail to take reasonable actions to prevent further loss and/or damage or to mitigate the amount of loss and/or damage. For example, if an act of God, such as a sudden violent storm blew out the windows on a number of vehicles awaiting ocean transport, the contractor may not be liable for the broken windows. But if the contractor failed to take steps to dry out the interiors and cover the windows before onward movement of the vehicles, it might be liable for any subsequent mildew or water damage.

C.10.1.6 The contractor will only be liable for the repair or replacement of an inoperable subsystem or mechanical component of a vehicle if the claimant can prove by a preponderance of the evidence that the subsystem or component is inoperable primarily because of damage that occurred because of improper handling, negligence, or misuse while the vehicle was in the custody of the contractor or of one of its subcontractors. The contractor will not be held liable merely because the subsystem or component was working when tendered but is not working properly when delivered to the owner. The evidence must indicate that the problem is due to a cause other than the normal deterioration of the subsystem or component from regular use. Any claim for mechanical damage must be supported by specific evidence such as proof of the age of the vehicle or subsystem; statements by the owner about the operation of the subsystem/component prior to tender; entries on the joint inspection form at tender; the maintenance history of the subsystem/component; indications of external damage; entries on the joint inspection form on delivery back to the owner; statements by the owner or owner's agent explaining where, when, and under what circumstances the problem with the subsystem or component was first discovered; and opinions by qualified repair personnel concerning the reason the subsystem/component is inoperable.

C.10.1.7 For FULL SERVICE POVs, custody shall be from the time the customer signs the DD Form 788, or commercial equivalent, at turn-in until the customer signs the DD Form 788, or commercial equivalent, at pick-up. For PARTIAL SERVICE POVs, custody shall be from the time the customer signs the DD Form 788, or commercial equivalent, at turn in until a joint inspection sheet is signed by the contractor and the receiving Government representative or GDS ocean carrier, as specified in Appendix K, or from the time the contractor signs a joint inspection sheet with the delivering Government representative or GDS ocean carrier, as specified in Appendix K, until receipt by the customer as evidenced by signing of the DD Form 788 or commercial equivalent. For HARDLIFT POVs, custody shall be from the time the customer signs the DD Form 788, or commercial equivalent, at turn in until a joint inspection sheet is signed by the contractor and the U.S. Department of State Despatch Agent or designated ocean carrier, as specified in Appendix H, or from the time the contractor signs a joint inspection sheet with the delivering U.S. Department of State Despatch Agent or designated ocean carrier, as specified in Appendix H, until receipt by the customer as evidenced by signing of the DD Form 788 or commercial equivalent.

C.10.1.8 The contractor shall, at its own expense, defend any suits, demands, claims, or actions in which the United States might be named as a defendant, arising out of or as the result of the contractor's performance of

work under this contract, whether or not such suit, demand, claim or action arose out of or was the result of the contractor's negligence. This shall not prejudice the right of the United States to appear in such a suit, participate in a defense and take such action as may be necessary to protect the interest of the United States. Nothing in the above provision shall in any way limit other remedies available to the United States as provided by law, or waive rights the United States as provided by law.

## C.10.2 CLAIMS

C.10.2.1 Prior to the return of the vehicle to the owner, the contractor may repair any damage or replace any loss. However, any repair or replacement must be sufficient to restore the vehicle and its contents to at least the same condition as it was at the time the contractor took possession of the vehicle. Replacement items must be the same make, model, or type, or be of at least equivalent quality. If the contractor replaces an item with a similar item of better quality, it may not charge the owner for the difference in cost. If the contractor repairs any damage or replaces any lost item after the POV is tendered, and before it is returned to the owner, the contractor shall advise both the owner and the Contracting Officer of the loss and/or damage. The contractor is not required to make such repairs or replacements and may compensate the owner, the owner's insurer, or the United States for the full costs of any such repair or replacement within 45 days of receiving a claim, pursuant to C.10.2.7.

C.10.2.2 Either the owner, the owner's insurer, or the United States may file a claim against the contractor for the loss and/or damage for which the contractor is liable. Claims by the United States will most often be filed by an executive agency's claims service. The agency's claim will be for the full value of any loss and/or damage for which the contractor is liable, regardless of how much the agency has paid the owner. The United States may include in its claim any amounts paid by an owner's private insurer. Any amount recovered by the United States in excess of what the United States has paid the owner will be returned to the owner or to the owner's private insurer, as appropriate. Many owners will elect to submit claims to their agency, for payment under the Military Personnel and Civilian Employee's Claims Act, after they have failed to settle directly with the contractor or in lieu of submitting a claim directly to the contractor. As a condition of filing such claims, the owners must assign their claim to the United States. At that point they no longer have the legal capacity to settle their claim directly with the contractor.

C.10.2.3 The contractor must settle (i.e. pay, deny, or make a final written offer) all claims within sixty (60) days of the date the claim is sent to the contractor, regardless of whether the claim is submitted by the owner, the owner's insurer, or the United States, unless the party filing the claim consents in writing to an extension of time. The contractor must settle all claims for loss and/or damage in transit for which it is liable, even if a third party or subcontractor actually caused the loss and/or damage. The contractor may pursue a separate action for reimbursement from its subcontractors or third parties for the loss and/or damage, but may not require the owner, the Government or any other claimant seeking compensation for transit loss and/or damage to file a claim with a subcontractor or third party. Nor may the contractor delay settlement of a claim from an owner, owner's insurer, or the United States pending resolution of the contractor's claim against a subcontractor or other third party.

C.10.2.4 When a POV is tendered to the contractor, a joint inspection of the vehicle and its accessories will be conducted by the contractor's agent and the owner. During this process, contractor shall not require or request owner or owner's agent to waive liability for any vehicle, or portion thereof, based upon the condition of that vehicle or part. If contractor discovers preexisting damage during the initial inspection it shall be noted on DD Form 788 or commercial equivalent. The contractor shall provide the POV owner or the owner's agent with a legible copy of the vehicle claims instructions (Appendix A) explaining the customer's rights to file claims for loss and/or damage. If the contractor fails to provide the owner a legible, annotated copy of the inspection form when the vehicle is tendered to the contractor, or fails to conduct a joint inspection of the vehicle and its accessories, all loss and/or damage noted when the vehicle is delivered back to the owner will be presumed to have occurred while the vehicle was in the custody of the contractor.

C.10.2.5 When the vehicle is delivered back to the owner or the owner's agent, another joint inspection must be made for loss and/or damage. Any loss and/or damage found at this inspection that was not noted on the original inspection when the POV was tendered shall be annotated on the DD Form 788 or commercial inspection form approved by the Contracting Officer. A legible copy of this inspection form, showing any loss and/or damage noted at time of tender and any loss and/or damage noted at delivery, will be given by the contractor to the owner or owner's agent and to the Contracting Officer.

C.10.2.6 If a dispute occurs between the contractor's agent and the owner or owner's agent during any joint inspection, the contractor shall immediately notify the Contracting Officer or their designated COR for verification of the existence of any alleged loss and/or damage. If the Contracting Officer or COR is not available at the time of a joint inspection, the owner will be allowed to enter any exceptions to the contractor's inspection on the back of the DD Form 788 or commercial equivalent.

C.10.2.7 The contractor shall attempt to settle any loss and/or damage claims directly with the customer, preferably at the vehicle processing center. If the cost of repair can not be determined at the vehicle processing center, the contractor shall provide the owner or owner's agent, in writing, the address to which a claim can be submitted. The contractor may also attempt to negotiate a settlement with the owner on the basis of the loss of value of the vehicle caused by minor loss and/or damage. The contractor will have sixty (60) calendar days from the day a written claim is sent (i.e. postmark date or facsimile date), to pay, deny, or make a final written offer on the claim. However, the owner or the owner's agent is not required to accept a settlement offer from the contractor and may elect to file a claim with the appropriate Government claims office, either after filing a claim with the contractor or in lieu of filing a claim with the contractor. To be effective, any written settlement agreement between the contractor and the owner that the contractor intends to be a partial release must clearly state, in a type face as large and as prominent as the rest of the words on the release, that signing the release will bar the owner from making any further claims against both the contractor and the United States Government/owners agency for the loss and/or damage that was the subject of the release. It must also describe in detail the loss and/or damage that is the subject of the release. The mere fact an owner negotiated a check with general settlement language on it will not bar further claims against the contractor by the United States Government for loss and/or damage. If the owner or owner's agent does not have a copy of the vehicle claims instructions when the POV is delivered, he or she will be given another copy at the vehicle processing center. At that time the owner or owner's agent will be asked to read and sign the instruction form as proof that he understands his rights and the claims process. The contractor shall maintain one copy of the signed vehicle claims instructions in its files, and will give one copy to the owner or owner's agent.

C.10.2.8 The contractor shall provide a claims report, which is due within the first five (5) calendar days of each month, to the Contracting Officer. The report shall include at a minimum the following: the total number of claims from customers and by the military claims offices, number of claims paid and settled at the VPCs, the amount of each settlement with the total amount paid and the total amounts of claims denied or denied in part and the reason for the denial.

C.10.2.9 The contractor shall have the capability to immediately pay claims settlements up to \$1,000 only at a contractor operated Full Service vehicle processing center, in case the owner or the owner's agent elects to settle such a claim with the contractor at the time of delivery. The contractor cannot require the owner to sign a release of liability or any similar document indicating that payment is in full satisfaction of the owner's claim; the owner retains the right to file a subsequent claim for loss and/or damage to the vehicle discovered after departing the vehicle processing center. However, the contractor can have the owner sign a partial release of liability, in accordance with paragraph C.10.2.7 for loss and/or damages that are settled directly with the owner. All readily visible loss and/or damage shall be noted on the DD Form 788, or commercial equivalent, prior to the customer leaving the VPC. However, the mere fact that loss and/or damage is not noted on the DD Form 788 at the time of delivery back to the owner will not be a valid basis for denial of a claim. Owners may file claims for loss and/or damage discovered that is not on the DD Form 788, provided the owner can prove that the loss and/or damage

occurred due to the negligence of or while in the care, custody or control of the contractor or any of its subcontractors.

#### C.10.2.9.1 Reserved

C.10.2.10 The contractor shall inform the owner or the owner's agent that he or she may file a claim with his or her military claims office or civilian agency claims department at any time within two years of delivery if he or she desires to do so for any reason including, but not limited to, failure to receive a settlement offer from the contractor within sixty (60) days of filing a claim, or failure to agree to a settlement offer by the contractor. The procedures for submitting a claim to a military claims office will be printed on the vehicle claims instruction form. Under the provisions of the Military Personnel and Civilian Employees Claims Act, owners have two years to submit claims to their agency's claims service or department, for compensation for a loss incident to service. However, claims against the contractor for transit loss and/or damage to POVs shipped under this contract are claims of the United States and are subject to the limitations on the United States for bringing claims under this contract.

C.10.2.11 The contractor may not raise the following defenses in response to a claim submitted by the owner or the Government:

C.10.2.11.1 The contractor may not invoke the maximum amounts allowable listed in the Maximum Allowance List - Depreciation Guide. The Army, Navy, and Air Force Regulations on claims only apply to payment by those agencies to their personnel under the Military Personnel and Civilian Employees Claims Act. They are not applicable to the settlement of claims between the owner and the contractor or between the Government and the contractor. Likewise, while an agency claims service or private insurer may settle a claim with a vehicle owner on the basis of a loss of value rather than payment of repair costs, they are not required to do so, and the contractor may not deny liability for repair/replacement costs on the basis that the agency or insurer did not settle the owner's claim on the basis of a loss of value.

C.10.2.11.2 The contractor may not deny liability for mechanical damage merely on the basis that it did not verify operation of the subsystem or component at the time of tender. However, claims for mechanical damage must be proven in accordance with paragraph C.10.1.6.

C.10.2.11.3 In order to verify the condition of the vehicle at the time of tender, the contractor may do a joint inspection, with the owner or the owner's agent, of the exterior and interior of the vehicle, and may verify that all major electrical and mechanical subsystems and operating components are working properly. The fact the contractor elects not to inspect an item at origin will not be a basis for denial of a claim. The contractor is required to ensure that the vehicle is sufficiently clean to enable it to conduct its inspection; the presence of dirt, snow, new car protective coatings, or other substances during the origin inspection will not release the contractor from liability for loss and/or damage. Absent a notation on the DD Form 788 or inspection sheet, all parts of the vehicle will be presumed to be free of damage (including scratches which are not to bare metal) and in good working condition. The notation on the DD Form 788 which states "record only marks exposing bare metal" does not apply to the inspection at origin. Nothing in this paragraph obligates the Government to provide special equipment or facilities to conduct such inspections, other than what is otherwise provided in this statement of work. If the contractor's personnel detect any mechanical problems with a vehicle after the joint inspection with the owner and before the vehicle leaves the VPC, they should immediately notify the COR at the VPC. The COR should verify the problem, and note it on the inspection form along with the date and time of the COR's verification. This will be some evidence that the mechanical problem existed prior to tender.

C.10.2.11.4 Notations on the destination DD Form 788 or commercial inspection sheet by a contractor's representative shall be deemed to indicate agreement with the owner, unless they clearly indicate that the contractor's representative does not agree with the owner's notation and shall state the reason for the disagreement.

The contractor must have the COR sign any delivery inspection sheet when a dispute occurs between the contractor's representative and the owner, unless the COR is unavailable. In those cases, the contractor must annotate this on the form and bring the dispute to the COR as soon as possible. Although notations on a destination joint inspection sheet disagreeing with an owner's claim of new loss and/or damage must always be considered, they are not conclusive against the owner or other claimants and may be refuted by other evidence, especially if they are not verified by the COR while the vehicle is still present at the VPC.

C.10.2.11.5 The contractor may not deny a claim based on the allegation that the damage is preexisting unless this is reasonably supported by evidence, such as the DD Form 788 or inspection sheet. If damage is noted on the DD Form 788 at destination in an area where no damage is noted at origin, the contractor will be liable for this damage, unless it can produce credible evidence indicating that the damage was preexisting. If the contractor denies a claim for damage on the basis that the damage existed at the time the vehicle was tendered, the contractor will have to disclose to the party asserting the claim all inspection forms or records that the contractor uses to note damage as the vehicle moves from one contractor to another. Such forms may be commercial forms, a copy of the DD Form 788, or a form developed by the contractor. The absence of any notation on this form will not be conclusive but will be considered by the claimant.

C.10.2.11.6 On claims for loss and/or damage to vehicles shipped outside the continental United States, the contractor may not deny or reduce its liability by producing catalog prices for damaged or lost vehicle parts unless the contractor can demonstrate that the parts are available at that price in the location where the owner will have the repairs done. Likewise, catalog or guides listing labor needed to repair a particular type of damage will not be the basis of claim settlement. To the extent such guides are widely accepted, they will have been used by qualified repair shops. The basis for repair will be a binding estimate by a repair shop in the vicinity where the vehicle is located at the time repairs will be done. If, before a claim is settled by a military claims office, the contractor submits an estimate of repair from a competent repair facility in the vicinity of the vehicle, and that facility agrees to complete the repairs to the customer's satisfaction at the price quoted, the military claims office will use this estimate to determine the reasonable cost of repair when asserting a claim against the contractor. If such an estimate from a reputable repair facility is received from the contractor after the owner's claim has been adjudicated, the Government claims office may consider it as evidence of the reasonable repair cost if it is more than 20% below the repair estimate obtained by the owner. To be considered "in the vicinity" a repair facility must be within a 30 minute drive from the facility used by the owner or of the owner's residence.

C.10.2.11.7 On claims for loss and/or damage to vehicles shipped into the continental United States, if the contractor wishes to contest the reasonableness of a repair or replacement cost, the best evidence will be an estimate of repair from a reputable repair facility in the same vicinity as the facility that gave the claimant an estimate or that did the repair. See paragraph C.10.2.11.6, above. However, the contractor may base its settlement for the reasonable repair costs on an estimate prepared using commercial catalogs and/or repair guides, subject to the following conditions:

a. To prove the claimant's estimate or repair or actual repair costs is unreasonable, the estimate submitted by the contractor using catalogs or guides must be at least 20% lower overall than the claimant's estimate or actual repair cost.

b. The contractor must submit to the claimant, in writing, an itemized estimate showing the cost of repair/replacement for each damaged item. The estimate must be supported by extracts of those portions of the catalog or guides that were used to prepare the estimate.

c. The catalog estimates for replacement parts must be for the retail price and must include shipping charges to the location where the repair will be done, taxes, and installation costs, to include painting if the part requires it and painting is not a separate charge on the estimate.

d. The catalog and/or guide used by the contractor to prepare its estimate must be one that is approved in advance by the contracting officer. The catalog and guide must be the editions in effect at the time the estimate is prepared and must be for the region where the repairs will be done.

C.11 OUT OF POCKET COSTS - When the contractor is directed by the Contracting Officer to furnish equipment, materials, or services specified as payable at out-of-pocket costs or for which payment is not otherwise specified in this contract (e.g., excess charges associated with shipping an oversized vehicle, re-keying of locks, or replacement of broken keys), the contractor will be reimbursed at out-of-pocket costs, unless such direction is necessitated as a result of the contractor's fault or negligence. The contractor shall obtain written approval of the contracting Officer prior to committing to and providing equipment, materials, or services under this provision.

C.11.1 FUMIGATION. Fumigation services are authorized as an out of pocket, reimbursement expense to the contractor when such services are required for hardlift POVs and for partial service POVs when the contractor does not take possession at the partial service location. The contractor shall obtain certification from the Contracting Officer Representative that services were provided prior to submitting invoice(s) for payment. Fumigation services for partial service POVs and full service POVs are not authorized as an out of pocket, reimbursed expense to the contractor. The Schedule of Supplies/Services contract line items for full service and partial service include the potential cost of fumigation except when the contractor does not take possession at the partial service location.

#### C.12 APPLICABLE DIRECTIVES

C.12.1 Certain Government directives are required for performance. Contractor shall comply with these provisions. Contractor shall maintain these directives in a current status. Supplements and amendments to these directives shall be considered to be in full force. The contractor shall obtain and maintain the directives in C.12.2. If a directive is not obtainable, the Government will provide one copy of the directive to the contractor.

#### C.12.2 DIRECTIVES:

- a. 1Joint Federal Travel Regulation
- b. 2Joint Travel Regulation
- c. Defense Transportation Regulation DOD 4500.9R
- d. Military Standard Transportation and Movement Procedures, DOD Reg 4500.32R, Vol I & II.
- e. Customs Inspection, DOD Reg 5030.49
- f. MTMC Terminal Operations, MTMC Reg 56-69
- g. Surface Traffic Management and Defense Transportation System Intermodal Equipment Regulation (Chapter 19), MTMC Reg 55-355
- h. 3Personal Property Consignment Instruction Guides, Volume I and II
- i. Defense Utilization and Disposal Manual, DOD INST 4160.21M
- j. NAVSUP PUB 490, Transportation of Personal Property, Chapter 11.
- k. MCO P4600.39, Marine Corps Transportation Manual
- l. AFI 24-502, Moving & Storage Personal Property
- m. AR 55-71, Transportation of Personal Property & Related Services, Chap. 12
- n. AR 37-108, Chapter 4, "General Accounting & Reporting for Finance & Accounting Office"
- o. Voluntary Intermodal Sealift Agreement (VISA)
- p. Other Government-directed sources for use with this contract.

<sup>1</sup> May be viewed via the internet at <http://www.perdiem.osd.mil>

<sup>2</sup> May be viewed via the internet at <http://www.dtic.mil/perdiem/jtr.html>

<sup>3</sup> May be viewed at the MTMC web site at <http://www.mtmc.army.mil/property/ppcig/default.htm> (Volume I only)

C.12.3 Sources for directives listed in C.12.2 are:

U.S. Department of Commerce  
National Technical Information Service  
5285 Port Royal Road  
Springfield, Virginia 22161  
Telephone (703) 487-4780/4684  
FAX (703) 321-8547

Superintendent of Documents  
U.S. Government Printing Office  
P.O. Box 371954  
Pittsburgh, PA 15250-7954  
Telephone (202) 512-0000  
FAX (202) 512-2250

### C.13 PAYMENT INSTRUCTIONS

C.13.1 Payment procedures shall be established in accordance with FAR Clause 52.212-4, Contract Terms and Conditions -- Commercial Items (Mar 2001). The following requirements are supplemental actions regarding payment:

C.13.2 The contractor shall provide a detailed printout of activity to the COR at each site for that site. The printout will reflect all information contained in the related weekly files supporting the invoice to be generated for that activity, including the Ocean Carriage Pass Through Charges associated with the deliveries to those locations. The contractor shall provide a signed DD Form 788 or commercial equivalent, along with a copy of the customer's orders and other supporting documentation to the COR, who will maintain auditable files of all documentation received.

C.13.3 The Contractor shall submit invoices in an original to the payment pre-certification office at the following address: MTRM-AS Stevedoring Branch, MTMC Operations, 661 Sheppard Place., Fort Eustis, VA 23604-5000.

C.13.4 The contractor shall provide a diskette containing data relating to Full Service POVs, Partial Service POVs, and Ocean Carriage Pass Through Charges to accompany each original invoice containing the related billings. The contractor shall provide this data in ASCII format, utilizing the data structure in Appendix G.

C.13.5 The Contractor shall submit invoices for each calendar week activity for each site. Separate invoices shall be submitted for Out Of Pocket Expenses.

C.13.6 The contractor shall prepare all weekly invoices, except Out Of Pocket Expenses and Ocean Carriage Pass Through Charges, in an itemized format by schedule, contract line item number (CLIN), quantity, unit price, and amount extended for each CLIN, with a subtotal for each schedule, and a grand total for the invoice.

C.13.7 For Ocean Carriage Pass Through Charges and related Partial Service POV invoicing (see also C.13.9), the contractor shall be responsible for obtaining verification of delivery and forwarding that verification with the invoice for the service to the destination COR.

C.13.8 For Out Of Pocket Expenses, including supplies or services furnished specifically for use under the contract, the contractor shall provide the invoice with the receipts supporting the payment made and with written authorization from the Contracting Officer for such services. For the first purchase made from a subsidiary or parent firm, the contractor shall provide a letter to the payment precertification office explaining the relationship between the firm supplying and the firm paying for the Out Of Pocket Expense.

C.13.9 For Ocean Carriage Pass Through Charges, the contractor shall invoice for ocean freight upon delivery of the POV to the final destination VPC. For partial service POVs, the contractor shall invoice for ocean freight upon making the POV available to the Government or its agent at destination. The COR at destination will certify that the services were received (i.e., the POV was delivered) using manifest, discharge list, or other documentation provided by the contractor. Payment will be based on trade route established in the GDS and low cost carrier. The contractor will not deviate from the established trade route as incorporated into this contract unless prior written authorization is received from the designated authorized Government representative. Where no approved trade route/carrier exists (no GDS), the contractor must also get prior written approval of carrier, route, and rate. Authorizations for all exceptions will be submitted with the related original invoice.

C.13.10 The contractor shall prepare Invoices for Ocean Carriage Pass Through Charges in an itemized format, by final destination VPC or point of turnover to the Government/Government's agent, route (including POE and POD), carrier, quantity (in terms of quantity billed, whether each or measurement tons), unit price, and amount extended, with a grand total for all activity on the invoice.

C.13.11 Reserved

C.13.12 On a monthly basis, the contractor shall submit invoices for contractor provided on-site customer service representatives at Incirlik Air Base and Izmir Air Station, Turkey in accordance with the appropriate Miscellaneous Services CLIN, directly to the COR Incirlik and Izmir for certification of receipt of services.

C.13.13 Pay procedures outlined in this section do not preclude the improvement of procedures in the future -- e.g., Electronic Data Interchange, Electronic Funds Transfer, Government purchase card -- when such improvements are developed in agreement between the contractor and the Government.

C.13.14 Final invoices must be submitted within 180 days of contract completion.

C.13.15 POV Storage Procedures

C.13.15.1 The contractor shall be compensated for all Storage Handling-In, Storage Handling-Out services for all vehicles stored in accordance with the rates established in Part I – Schedule of Supplies or Services. The contractor will be compensated for line haul between the origin and destination vehicle processing centers and the storage facilities in accordance with the appropriate Miscellaneous Services CLIN.

C.13.15.2 The contractor shall be compensated at the applicable Full or Partial Service CLIN rate for vehicles received OCONUS pre-storage and/or delivered OCONUS post-storage.

C.13.15.3 The contractor shall be compensated for Storage Handling-In and Storage Handling-out services for all vehicles received directly from the member and to the member upon the member's pickup within CONUS.

C.13.15.4 The contractor will not be compensated for Storage Handling-In services when a storage vehicle is received from an OCONUS VPC and the contractor is paid for services under Schedules I, II, III, IV, V, VI or Vehicle Processing Fees under Schedule VII.

C.13.15.5 The contractor will not be compensated for Storage Handling-Out services when a storage vehicle is delivered to an OCONUS VPC and the contractor is paid for services under Schedules I, II, III, IV, V, VI or Vehicle Processing Fees under Schedule VII.

C.13.15.6 The contractor will not be compensated for Storage Handling-In and Storage Handling-Out services when a storage vehicle is received at and delivered to an OCONUS location and the contractor is paid for services under Schedules I, II, III, IV, V, VI or Vehicle Processing Fees under Schedule VII thru IX.

As specifically set out in C13.15.3 thru 6 above, the contractor will not be compensated for VPC processing fees and storage handling fees for the same POV movement leg.

#### C.13.16 INVOICE CERTIFICATION (POV Storage)

C.13.16.1 The COR responsible for the origin CONUS VPC will certify invoices for payment for storage Handling-In services and the applicable Schedule VI services required to deliver the POV to the storage facility.

C.13.16.2 The COR responsible for the VPC nearest the storage facility will certify invoices for payment of storage fees.

C.13.16.3 The destination COR will certify invoices for payment for storage Handling-Out services and the applicable Full/Partial/Schedule VI services required to deliver the POV to the destination VPC.

#### C.13.17 PARTIAL MONTH STORAGE RATE APPLICATION

##### C.13.17.1 First Month of Storage

The contractor will invoice for the full Storage CLIN rate for vehicles received for storage from the first up to and including the fifteenth day of the month. The contractor will invoice for half the Storage CLIN rate for vehicles received for storage from the sixteenth up to and including the last day of the month.

##### C.13.17.2 Last Month of Storage

The contractor will invoice for half the Storage CLIN rate for vehicles delivered from storage from the first up to and including the fifteenth of the month. The contractor will invoice for the full Storage CLIN rate for vehicles delivered from storage from the sixteenth up to and including the last day of the month.

C.13.17.3 The contractor will invoice weekly storage Handling-In and Out, and applicable Miscellaneous Services CLIN. The contractor will invoice monthly all storage services. The invoices can be either consolidated or single lot monthly invoices for storage. The storage invoice shall contain the following information:

- (1) Contract Number
- (2) Service Order Number
- (3) Period of storage for which payment is claimed
- (4) Contract Line Item Number (CLIN) for which payment is claimed from the Schedule of Supplies and Services
  
- (5) Contractors Lot Number
- (6) Member's name(s), grade(s) or rank(s), and social security number(s)
- (7) Fund citation(s) appearing on initial or supplemental service order(s)

#### C.14 POV STORAGE – CONUS - LIMITED TO U.S. MILITARY MEMBERS ONLY

The storage of POVs will be in an enclosed facility. The contractor is responsible for the storage of vehicles for 365 days or more in CONUS. At the discretion of the Government, storage may be authorized in connection with contingencies, deployments, etc , in CONUS. The member must have an original signature letter from transportation officer authorizing storage of the POV. The contractor shall receive from/deliver to the customer at existing vehicle processing centers. The contractor will arrange movement of the vehicles to/from the vehicle processing centers from/to the storage facilities. The contractor is responsible to prepare vehicles for storage in accordance with the vehicle manufacturer's recommendations in effect at the time of storage. Note: The use of the word member or customer in this text is synonymous.

## C.14.2 RESERVED

## C.14.3 ADDITIONAL TERMS AND CONDITIONS FOR POV STORAGE

C.14.3.1 All storage will be indoors. POVs must be placed into storage no later than 14 workdays after vehicle turn in at a CONUS location and no later than 14 workdays after arrival at final destination CONUS VPC for POVs turned in at all OCONUS locations

C.14.3.2 If space permits, the contractor may store POVs in an enclosed facility at Full Service Vehicle Processing Centers in CONUS.

C.14.3.3 The contractor may for its own convenience and at no expense to the Government, move vehicles from one storage facility to another facility. Drayage costs to the final destination will be based on the original storage site. Any movements shall be documented and maintained in the POV file.

C.14.3.4 The contractor shall store vehicles in accordance with the vehicle manufacturer's recommendations in effect at the time of storage.

## C.14.4 MECHANICAL SUBSYSTEMS

C.14.4.1 The contractor shall be responsible to replace/repair minor mechanical subsystems, NTE \$150.00, such as batteries, belts, hoses etc. for a storage POV when these components become inoperable and hinder the contractor's ability to maintain the operating condition of the POV while in storage. Before the contractor initiates the repair or replacement of any such subsystem, the contractor will substantiate the necessity for the repair with the COR.

C.14.4.2 Any major mechanical repairs required to maintain the storage vehicle will be repaired after written authorization for the repair is obtained from the owner and written authorization is received from the COR responsible for the VPC nearest the storage facility. The contractor will also notify the Contracting Officer. The contractor is not liable for any degradation due to member's unwillingness to maintain the POV in storage.

C.14.4.3 The contractor shall be reimbursed for all mechanical repairs to storage vehicles as an Out-of-Pocket expense.

C.14.4.4 The contractor will not accept a vehicle for storage where the vehicle has any noticeable fluid leaks. The contractor will not accept a vehicle for storage where it determines the vehicle is inoperable or unsafe.

## C.14.5 COMMENCEMENT OF STORAGE

A POV storage requirement ordered under this contract is considered a requirement upon the turn-in of POV by member or agent with orders indicating this entitlement.

C.14.5.1 CONUS RECEIPT: Storage begins upon receipt of the POV for storage when delivered by the member or agent at a CONUS VPC.

C.14.5.2 OCONUS RECEIPT: For POVs received by the contractor at an OCONUS VPC, storage begins when the POV is delivered to the Contractor's CONUS storage facility.

C.14.5.3 Partial Service/Hardlift: Storage for partial service and hardlift POVs will begin when the contractor takes possession of a storage vehicle in CONUS at Full Service VPC from the Government or the Government's agent.

#### C.14.6 TERMINATION OF STORAGE PERIOD

For a POV delivered to owner or agent at CONUS VPC, storage ends upon customer pick-up. For vehicles requiring further transport to an OCONUS destination, storage ends upon delivery of the POV to the nearest CONUS VPC no later than 21 calendar days from notification by owner.

#### C.14..6 OVERSIZE ASSESSMENT

Contractor will be compensated at an additional 25% of the monthly storage rate for any vehicle exceeding 20 metric tons.

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Procedures (Europe)
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