

Special Notes:

1. High-Volume Discount will be applied to all DLA Truckload shipments that are not priced under the dedicated truck routes.
2. Additional quantities may be required and incorporated at a later date to accommodate first destinations and shipments that are currently under the 3PL Contract.
3. All cargo originating at installations subject to the TTC must be first offered to one of the awarded carriers of a given lane, before moving traffic via an alternate method. Voluntary tenders are to be used only during contingency conditions or when volume exceeds the contractor's capacity.
4. Dedicated Truck Lanes - The schedule and stop-off of dedicated truck lanes are subject to changes based on DOD/DDJC needs and conditions. Changes will/could include stop-off points, days/time of movements, destinations, delivery times, numbers and places of stop-offs, etc. Any changes will be presented to the awarded carrier(s) with at least 24 hours notice. All dedicated truck lane moves will move at the prices offered in CLINS 0001, 0002, and 0003 and will include exclusive use of the vehicle and expedited service. The dedicated truck lane listing is not all-inclusive and throughout the life of the contract there may be additions and deletions.
5. Escape Clause - Either the Contracting Officer or the Contractor may terminate this contract upon 60 days written notice to the other. The termination notice from the contractor may not be submitted during the first three months of the base contract period. Termination under this clause does not affect any obligation or liability that may have accrued before the termination. Upon termination of this contract under this clause, or for cause under clause 52.212-4 of this contract, the Government shall pay the contractor any amount due for services performed under this contract to the date of termination. In the event of partial termination, payment for services furnished under the portion of the contract not terminated shall be in accordance with the terms of this contract. Any payments under this clause shall be without prejudice to any Government claim against any such payment. In the event of termination either by the contractor or the contracting office, minimum guarantees do not apply.
6. Alternate Dispute Resolution Procedures (ADR) has been added to the Addendum To 52.212-4, Contract Terms And Conditions -- Commercial Items (Feb 2002).
7. Paragraph C.4.2.1 Performance Objective – Contractor Response, has been modified to include an Order for Services (OFS) and the Government's responsibility to provide the Contractor certain information.

I. Clauses Incorporated By Reference

52.211-11	Liquidated Damages – Supplies, Services or Research and Development Sep 2000
52.216-18	Ordering Oct 1995
52.216-19	Order Limitations Oct 1995
52.216-22	Indefinite Quantity Oct 1995
52.217-8	Option to Extend Services Nov 1999
52.217-9	Option to Extend Term of Contract Mar 2000
52.222-1	Notice to the Government of Labor Disputes Feb 1997
52.233-3	Protest After Award Aug 1996
52.242-12	Report of Shipment (REPSHIP) Jul 1995
52.246-4	Inspection of Services – Fixed Price Aug 1996
52.247-10	Net Weight – General Freight Apr 1984
52.247-14	Contractor Responsibility for Receipt of Shipment Apr 1984
52.247-16	Contractor Responsibility for Returning Undelivered Freight Apr 1984
52.247-18	Multiple Shipments Apr 1984
52.247-21	Contractor Liability for Personal Injury and/or Property Damage
52.247-27	Contract Not Affected by Oral Agreement Apr 1984
52.247-34	FOB Destination Nov 1991
52.247-52	Clearance and Documentation Requirements Shipments to DOD Air or Water Terminal Transshipment Points Apr 1984
252.212-7001	Contract Terms and Conditions Required to Implement Statutes or Executive Orders Applicable to Defense Acquisitions of Commercial Items Jul 2002

II. Clauses In Full Text

52.212-4 -- Contract Terms And Conditions -- Commercial Items (Feb 2002)

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

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

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

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

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

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

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

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

(g) *Invoice.*

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

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information:

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

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

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

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

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

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

(j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title.* Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty.* The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability.* Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliances.* The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327, *et seq.*, Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) *Order of precedence.* Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) The schedule of supplies/services.
- (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.
- (3) The clause at 52.212-5.
- (4) Addenda to this solicitation or contract, including any license agreements for computer software.
- (5) Solicitation provisions if this is a solicitation.
- (6) Other paragraphs of this clause.
- (7) The Standard Form 1449.
- (8) Other documents, exhibits, and attachments
- (9) The specification.

(End of Clause)

Addendum To 52.212-4 Contract Terms And Conditions -- Commercial Items (Feb 2002)

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

(1). 252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION (NOV 2001)

(a) *Definitions.* As used in this clause-

(1) "Central Contractor Registration (CCR) database" means the primary DoD repository for contractor information required for the conduct of business with DoD.

(2) "Data Universal Number System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.

(3) "Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned by a parent (controlling) business concern. This 4-digit suffix may be assigned at the discretion of the parent business concern for such purposes as identifying subunits or affiliates of the parent business concern.

(4) "Registered in the CCR database" means that all mandatory information, including the DUNS number or the DUNS+4 number, if applicable, and the corresponding Commercial and Government Entity (CAGE) code, is in the CCR database; the DUNS number and the CAGE code have been validated; and all edits have been successfully completed.

(b) (1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.

(2) The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(3) Lack of registration in the CCR database will make an offeror ineligible for award.

(4) DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.

(c) The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to confirm on an annual basis that its information in the CCR database is accurate and complete.

(d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423, or via the Internet at <http://www.ccr.gov>.

(End of clause)

(2). 52.252-2 Clauses Incorporated By Reference (Feb 1998)

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

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

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

(End of Clause)

(3). Alternate Dispute Resolution Procedures (ADR)

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

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

(End of Addendum to 52.212-4)

52.212-5 - Contract Terms and Conditions Required to Implement Statutes or Executive Orders -- Commercial Items. (May 2002)

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

(1) 52.222-3, Convict Labor (E.O. 11755);

(2) 52.233-3, Protest after Award (31 U.S.C 3553).

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

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

___ (2) 52.219-3, Notice of HUB Zone Small Business Set-Aside (Jan 1999)

___ (3) 52.219-4, Notice of Price Evaluation Preference for HUB Zone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer).

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

___ (ii) Alternate I to 52.219-5.

___ (iii) Alternate II to 52.219-5.

___ (5) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637 (d)(2) and (3)).

XX (6) 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637 (d)(4)).

___ (7) 52.219-14, Limitations on Subcontracting (15 U.S.C. 637(a)(14))

___ (8) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

___ (ii) Alternate I of 52.219-23.

___ (9) 52.219-25, Small Disadvantaged Business Participation Program- Disadvantaged Status and Reporting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (10) 52.219-26, Small Disadvantaged Business Participation Program- Incentive Subcontracting (Pub.L.103-355, section 7102 and 10 U.S.C. 2323)

___ (11) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

___ (12) 52.222-26, Equal Opportunity (E.O. 11246)

___ (13) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212)

___ (14) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C.793)

___ (15) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212).

___ (16) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (E.O. 13126)

___ (17)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (42 U.S.C. 6962(c)(3)(A)(ii))

___ (ii) Alternate I of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

___ (18) 52.225-1, Buy American Act--Supplies (41 U.S.C. 10a-10d).

___ (19)(i) 52.225-3, Buy American Act - North American Free Trade Agreement - Israeli Trade Act (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C.2112 note).

___ (ii) Alternate I of 52.225-3.

___ (iii) Alternate II of 52.225-3.

___ (20) 52.225-5, Trade Agreements (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note)

XX (21) 52.225-13, Restriction on Certain Foreign Purchases (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).

___ (22) 52.225-15, Sanctioned European Union Country End Products (E.O. 12849).

___ (23) 52.225-16, Sanctioned European Union Country Services (E.O. 12849).

XX (24) 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration (31 U.S.C. 3332).

___ (25) 52.232-34, Payment by Electronic Funds Transfer-Other Than Central Contractor Registration (31 U.S.C. 3332)

___ (26) 52.232-36, Payment by Third Party (31 U.S.C. 3332).

___ (27) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a)

___ (28) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241)

___ (ii) Alternate I of 52.247-64.

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

[Contracting Officer check as appropriate.]

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

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

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

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

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

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

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

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

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

(e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components --

(1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212);

(3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793);

(4) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996); and

(5) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, et seq.).

(End of Clause)

ADDENDUM AND ATTACHMENTS

Addendum 1 – Performance Work Statement

Attachment 1 – TTC Regions With Shipper Unique Requirements Appendices
(Document Posted On The MTMC Homepage)

Attachment 2 – Destination Regions
(Document Posted On The MTMC Homepage)

Attachment 3 – Transit Times Guide
(Document Posted On The MTMC Homepage)

Addendum 2 - Government Quality Assurance Surveillance Plan (QASP)

Attachment 1 - Performance Evaluation Sheet

Addendum 1

Performance Work Statement (PWS) Table of Contents

C.1 Introduction/Background

- C.1.1 MTMC
- C.1.2 Regional Concept
- C.1.3 Shipper Operating Hours
- C.1.4 Operating Hours

C.2 Scope

- C.2.1 Types of Shipments
- C.2.2 Exclusions
- C.2.3 Contractor Furnished Resources
- C.2.4 Traffic Award
- C.2.5 Power Track
- C.2.6 Defense Table of Official Distance (DTOD)
- C.2.7 Location(s) of Performances

C.3 Applicable References

C.4 Work/Areas/Performance Requirements

- C.4.1 Performance Requirements
- C.4.2 Work Area – General Service Requirements
- C.4.3 Work Area – Contractor Equipment
- C.4.4 Work Area – Securing/Protecting Shipments
- C.4.5 Work Area – Contract Equipment Pool (TPA)
- C.4.6 Work Area – Vehicle Furnished but not used (VFN)
- C.4.7 Work Area – Subcontracting/Leasing Equipment
- C.4.8 Work Area – Loading/Unloading
- C.4.9 Work Area – Detention (DEP/DET)
- C.4.10 Work Area – Documentation of Detention
- C.4.11 Work Area – Exclusive Use of Vehicle (EXC)
- C.4.12 Work Area – Expedited Service (EXP)
- C.4.13 Work Area – Extra Driver (EXD)
- C.4.14 Work Area – Hazardous Cargo Placarding
- C.4.15 Work Area – Split Delivery (SDL) (Applies to TL shipments)
- C.4.16 Work Area – Split Pickup (SPU) (Applies to TL shipments)
- C.4.17 Work Area – Stop-Off (SOC) (In transit)
- C.4.18 Work Area – Pickup/Delivery at Other Than Normal Shipper Operating Hours (HOL/SAT/PUD)
- C.4.19 Work Area – Prearranged Scheduling of Vehicle Arrival for Loading/Unloading
- C.4.20 Work Area – Notification Before Delivery
- C.4.21 Work Area – Reconsignment/Diversion (RCC)
- C.4.22 Work Area – Redelivery (RCL)
- C.4.23 Work Area – Storage (SRG)
- C.4.24 Work Area – Relocation of Vehicle (RLS)
- C.4.25 Work Area – Advancing Charges (045)
- C.4.26 Work Area – Constant Surveillance Service (CIS)
- C.4.27 Work Area – DOD Driver Identification Requirements
- C.4.28 Work Area – Signature and Tally Record Service (675)
- C.4.29 Work Area – Reports
- C.4.30 Work Area – In-Transit Visibility (ITV)
- C.4.31 Work Area – Surge/Contingency

C.4.32 Work Area – Fractions

C.5 Cargo Liability

C.6 Glossary/Abbreviations and Codes

C.6.1 Definitions

PERFORMANCE WORK STATEMENT (PWS)
MILITARY TRAFFIC MANAGEMENT COMMAND
TAILORED TRANSPORTATION CONTRACT
FREIGHT ALL KINDS (TTC-FAK)
DAMT01-02-R-0060

C.1 Introduction/Background

C.1.1 MTMC

The Military Traffic Management Command (MTMC) is responsible for providing for the transportation needs of the Department of Defense (DOD) including the movement of DOD freight traffic and U.S. Government shipments of foreign military sales material. MTMC is initiating a new form of contract for freight transportation services. The new form is called Tailored Transportation Contracts (TTC). MTMC has the following two DOD acquisition goals to achieve by using the new Tailored Transportation Contract; (1) Conduct freight transportation services using Federal Acquisition Regulation (FAR) compliant contracts (2) Use performance-based contracts for the acquisition of services. MTMC is also using the new contract initiative as a means to streamline the process and procedures for contracting for freight services.

C.1.2 Regional Concept

MTMC has developed a regional structure for procuring transportation services in this contract. There are nine origin regions to six destinations regions included in the schedule. Shipping offices and depots will order from the resultant contracts from this solicitation.

C.1.3 Shipper Operating Hours

Shipping operations are normally conducted Monday to Friday, excluding Federal holidays, from 8 a.m. to 3:00 p.m. unless specified differently in the various appendices for the individual shipping locations. Shipments picked up outside of normal shipper operating hours are subject to accessorial charges.

C.1.4 Receiver Operating Hours

The DOD destination business hours are available in the Transportation Facilities Guide (TFG) database <https://eta.mtmc.army.mil/> or <https://eta.mtmc.gov>. Registration is required to obtain access to any of the MTMC transportation systems. By clicking on Register you will be asked to choose which system(s) you would like access. An entry screen will prompt you for your information. Please note that fields containing an asterisk are required fields for registration. The accuracy of your e-mail address is extremely important for the registration process. After completing your registration information, you will be sent an email confirming your request. Within 5 - 7 days you will receive your password for the system. If you requested access to more than one system, you will be notified when you have been approved for each system. Please direct questions to the email address associated with the system(s) to which you are requesting access.

C.2 Scope

C.2.1 Types of Shipments

Shipments will consist of freight all kinds (FAK)(DOD unique number 999916), aircraft engines (NMFC 11790), motor vehicles (NMFC 190190/190210), Direct Procurement Method (DPM) crated household goods and unaccompanied baggage (NMFC 100240), Army Tracked Vehicles (vehicle weight less than 40,000 pounds)(NMFC 145720), and hazardous material (NMFC various).

C.2.2 Exclusions

a. The following movements and commodities are excluded from the scope of this contract:

1. Ammunition, explosives, or fireworks classified as Class 1, Div. 1.1, 1.2, or 1.3
2. Ammunition, explosives, or fireworks classified as Class 1, Div. 1.4, requiring a DOD Transportation Protective Service (TPS)
3. Ammunition, explosives, fireworks or blasting agents weighing in excess of 1,000 pounds classified as non-sensitive Class 1, Divisions 1.4, 1.5, and 1.6
4. Missiles or rockets
5. Narcotics and dangerous drugs
6. Etiologic agents
7. Firearms and weapons
8. Live animals
9. Bulk commodities
10. Human remains
11. Coins
12. Precious metals
13. Refrigerated cargo
14. Food, fresh, frozen, or requiring refrigeration
15. Postage stamps or stamped envelopes
16. Small package shipments normally moved under the DOD Blanket Purchase Agreements (BPA) under the GSA Multiple Award Schedule (MAS) Small Package contract and similar DOD arrangements for small package shipments
17. Surface Small parcel
18. Air Small Parcel including World Wide Express (WWX) contract
19. Postal Shipments
20. Overweight Shipments
21. Over-dimensional Shipments
22. Air Freight Shipments
23. Export (OCONUS) via Containers
24. Rail (not included TOFC and COFC)
25. Classified material
26. Privately owned vehicles (POV)
27. Vehicles in drive away and/or tow away service
28. Shipments requiring a DOD Transportation Protective Service (TPS) other than Constant Surveillance Service (CIS)
29. Army tractor tanks and tracked vehicles (vehicle weight 40,000 pounds or more)
30. Hazardous waste
31. Currency
32. Advanced Trace ability and Accountability (ATAC) Shipments
33. Shipments moving under the Naval Express (NAVXPRESS) Contract, NAVXPRESS is defined as: Hampton Roads, i.e., cities of Norfolk, Virginia Beach, Chesapeake, Portsmouth, Hampton, Newport News, Yorktown, Williamsburg, and Suffolk. These cities are all within an approximate 50-mile radius of the Norfolk Naval Base.
34. Radioactive materials, excepted packages- instruments and articles (see 49 CFR 173.424)
35. Poison inhalation hazard, Class 2, Division 2.3
36. Shipments to and from Canada and Mexico

C.2.3 Contractor Furnished Resources

- a. The contractor will provide all personnel and equipment required for the performance of services under this contract.
- b. The contractor shall provide at a minimum, one or more of the following types of equipment:
 1. Less-than-Truckload (LTL) Van
 2. Truckload (TL) Van
 3. Truckload (TL) Van w/ Air Ride
 4. Flatbed

5. Flatbed w/ Air Ride
6. Dropframe
7. Dropframe w/ Air Ride
8. Rollerbeds

C.2.4 Traffic Award

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

C.2.5 Power Track

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

C.2.6 Defense Table of Official Distances (DTOD)

a. DTOD is the source for mileage-based transportation payments, including all procurements covered by this contract. Mileage will be calculated based upon the DTOD version in effect on the date of shipment pickup. Information about DTOD, including the default settings for Freight and Cargo, may access at <http://dtod-mtmc.belvoir.army.mil>; click on the "Industry" button.

(NOTE: The commercial version of DTOD for North America is PC*Miler. PC*Miler data is released six months prior to DTOD. Therefore, contractors may use the PC*Miler version released in April to estimate mileage for DOD shipments that are to be picked up on or after the 1 October effective date of DTOD. Information about PC*Miler can be obtained by accessing the PC*Miler website at <http://www.pcmiler.com> or by contacting ALK Technologies, Inc., 1000 Herrontown Rd, Princeton, NJ 08540 USA, ATTN: PC*Miler Sales at 1-800-377-6453, Fax: 1-609-252-8108.)

b. Mileage is calculated using origins and destinations that are designated by unique Standard Point Location Codes (SPLCs). In the absence of an assigned SPLC, the combination of City, State, and County/Parish names may be used, with ZIP Code used only to differentiate between places with the same combination of City, State, and County/Parish names (e.g., Chicago, IL, Cook County, which has multiple ZIP codes).

C.2.7 Location(s) of Performance

The contractor must perform the freight transportation services required under this contract from a Shipper defined point of origin to anywhere within the lane structure specified in the contract.

C.2.8 Fuel Surcharge

The contractor will be entitled to a fuel surcharge on the line-haul transportation charges only. The fuel surcharge will be based on HQMTMC Transportation and Travel Policy No. TR-12 issued on January 2, 2001, effective on April 1, 2001, and expires on April 2, 2003. To access the policy and its related adjustment table, go to the MTMC web site at <http://www.mtmc.army.mil>. Then in succession click on Freight/Cargo, Air/Land, Fuel, and New Fuel-Related Rate Adjustment Policy 1 Apr 02.

C.2.9 Military Traffic Management Command

a. Freight Carrier Registration Program (FCRP): All contractors transporting Department of Defense freight must be approved by the FCRP. The FCRP requirements and instructions are located on the MTMC web site at

<https://144.101.9.140/ccp/jsp/CCPScac.jsp>. Carriers requiring further assistance may contact MTMC Ft. Eustis, VA at 1-757-878-8877.

b. Commodities offered in this solicitation may include hazardous material (HAZMAT). Therefore, carriers must submit their HAZMAT Certification upon submission of proposals.

C.3 Applicable References

C.3.1 Reserved

C.3.2 Defense Table of Official Distances (DTOD), commercially known as PC*Miler

Information pertaining to the current version of DTOD can be found on the Internet at <http://dtod-mtmc.belvoir.army.mil/default.asp>

C.3.3

a. Directory of Standard Carrier Alpha Codes (SCAC) NMF101-series, published by the National Motor Freight Traffic Association, Inc., Agent

b. Continental Directory of Standard Point Location Codes (SPLC), NMF 102-series, published by the National Motor Freight Traffic Association, Inc., Agent

C.3.4 Code of Federal Regulations (CFR), Title 49, Parts 100-199; 300-399; 500-599; and 1000-1399.

C.3.5 National Zip Code Directory, Vol. I and II

C.3.6 Transportation Facilities Guide (TFG) database; <https://eta.mtmc.army.mil> or <https://eta.mtmc.gov>

C.3.7 Military Traffic Management Command Freight Carrier Registration Program (FCRP) at <https://144.101.9.140/ccp/jsp/CCPScac.jsp>

C.4 Work Areas/Performance Requirements

C.4.1 Performance Requirements

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

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

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

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

b. Not every performance objective in this contract has a related performance measure or performance standard. However, every performance objective is a contractual performance requirement.

c. The Performance Standards identified in this contract will identify a specific target to be met. For example, if the standard is 100%, that means that the shipper expects that target level of performance to be met every time. If a

standard is 98%, that means that over the specified performance evaluation period, the contractor must attain the required level of performance at least 98% of the time.

d. Carrier performance will be assessed individually at each shipping location, and not on a regional basis.

C.4.2 Work Area - General Service Requirements

C.4.2.1 Performance Objective – Contractor Response

a. The contractor must acknowledge the shipper's request/order for services within 2 hours by contacting the shipper back with information on the availability or non-availability of equipment to meet the shipper's movement requirements. When the shipper identifies a shipment as "urgent", the contractor must acknowledge the shipper's request within 1 hour by contacting the shipper back with information on the availability or non-availability of equipment to meet the shipper's movement requirements.

b. An order for service (OFS) is a request from an ordering officer to the contractor for service under the contract. The OFS is the Bill of Lading prepared and tendered in hard copy and/or via EDI to the contractor or contractor's representative.

c. Information Required to be provided to the Contractor on the OFS: Information on shipments by type, commodity, desired delivery date, special services required, ultimate destination, labeling requirements, and the consignee's telephone and telefax number if available. In the event the consignee information is incomplete or incorrect and the contractor attempts delivery which is unsuccessful, the contractor will notify the shipper and may bill the shipper a redelivery charge.

C.4.2.2 Performance Objective – Order Acceptance and Pickup

a. When offered service requirements, based upon availability in time and at location, in an agreement between shipper and contractor, the contractor must accept the order and provide the required personnel and equipment by the time agreed upon at the time the order is made.

b. Refusals: This contract specifies minimum shipment quantities guarantees by shipping lane for each contractor. Contractors are expected to accept all shipments offered to them by the origin point-ordering officer. However, if for any reason a contractor refuses a shipment, such shipment refusals by the contractor will be considered as a completed shipment and as part of the contractor's minimum guarantee for that lane. In evaluating a contractor's record of quality performance, the government may consider whether the contractor has a record of refusing numerous shipments without providing reasonable justification.

C.4.2.3 Performance Objective – On-Time Delivery

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

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

2. Transit Times are measure in business days and excludes weekends and holidays for Routine, Priority and Truckload services. Unless otherwise requested by the Ordering Officer, the delivery date will not be on a weekend or holiday; if the allowable transit time causes material to be delivered on a weekend or holiday, the delivery date for measuring on-time performance will be next business day. (See attached Transit Time Guides for TL and LTL)

C.4.2.4 Performance Objective – Safe Delivery

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

C.4.2.5 Performance Objective – Additional Services

a. The following provisions apply if a requirement for additional services not initially ordered is identified:

1. At Origin: Additional services shall be added by canceling the initial order for service and issuing a new order for service, or in accordance with the Changes Clause

2. At Destination: Services ordered by the consignee or receiving activity from the contractor are outside the scope of this contract. For these services the origin Ordering Officer must order and approve the services.

b. The contractor shall seek assistance from the COR to resolve any discrepancies with shipment documentation, marking labeling, commodity description, or other areas necessary to effect timely and safe movement.

c. The contractor shall notify the Contracting Officer with 24 hours of each accident that occurs involving injury to a contractor or subcontractor employee. The contractor shall provide the Contracting Officer within following 48 hours of the incident:

1. A written description of the accident, including the location of the accident and the names of the individual(s) involved.

2. Copies of any police reports regarding the accident.

3. Copies of any reports filed with the contractor's insurance carrier(s) regarding the accident.

d. In addition, within 14 days of the incident, the contractor shall provide the Contracting Officer with a summarized explanation of the occurrence and corrective action(s) that have been taken.

e. 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.

f. In case the contractor causes 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 cleanup and treatment costs.

Performance Measures: C.4.2

4.2.2 Contractor provides equipment and personnel within 24 hours of receipt of an order, or in accordance with the time agreed upon at the time of the order.

4.2.3 Contractor meets Desired Delivery Date.

4.2.4 Contractor delivers shipments intact and without loss or damage.

Performance Standards

95%

95%

95%

C.4.3 Work Area – Contractor Equipment

C.4.3.1 Performance Objective - Equipment Supply

a. The contractor must furnish clean, safe, odor-free equipment, and must permit all equipment that he provides to be inspected by the shipper at origin. The shipper will reject any equipment unfit or unsafe for the required transportation. If any equipment is rejected, the contractor must still meet the pick-up and delivery requirements and the contractor will not be paid for any rejected vehicles.

b The contractor must furnish equipment for the type of service requested by the shipper as follows:

1. LTL vans

2. TL vans

3. TL vans w/ air ride

4. Flatbeds
5. Flatbeds w/ air ride
6. Dropframe
7. Dropframe w/ air ride
8. Rollerbeds

NOTE: With installation/facility/depot approval, and if freight characteristics permit, equipment may be substituted with equipment of different lengths. With the shipper's prior approval, other equally capable equipment may be substituted at no additional cost to the Government.

Performance Measure: C.4.3

Performance Standard

C.4.3a Equipment arrives clean, safe, odor free for freight pickup.	95%
C.4.3b Correct type of equipment arrives for freight pickup, as ordered.	98%

C.4.4 Work Area - Securing/Protecting Shipments

The contractor must furnish vehicles with all equipment necessary to safely transport freight. The shipper is responsible for the necessary and proper blocking and bracing of the load for movement over the highway. The contractor is ultimately responsible for securing the cargo and protecting it from the elements.

C.4.4.1 Performance Objective -- Chains with Binders, Straps with Fasteners (CHN)

The contractor must provide a minimum of eight (8) chains and binder sets, and eight (8) nylon straps with fasteners as standard equipment for flatbed/dropframe equipment.

The contractor will be entitled to payment for each additional chain and binder sets or straps with fasteners [see Schedule, CHN] requested by the shipper. Charges will be assessed on the basis of equipment ordered.

C.4.4.2 Performance Objective -- Tarps for Protective Purposes (PTS)

a. It is the contractor's responsibility to tarp a shipment without charge for other than security purposes.

b. Protective tarping for security purposes requires the contractor to cover the shipment with tarpaulin (s) so as to not reveal the nature of the material. For shipments requiring more than one vehicle, the rate shall apply to each vehicle [see Schedule, PTS] that requires tarping.

C.4.4.3 Performance Objective -- Adjustment of Shipping Weights and Dimensions

The contractor may reweigh a shipment at any time prior to delivery. All weight adjustments made by the contractor shall be based on scale weight from a certified scale. The contractor shall notify the Ordering Officer of any shipment determined to be over dimensional or overweight and request appropriate adjustments. The contractor shall indicate on the BOL those shipments that have been adjusted for weight or dimensions. Weights and dimensions provided in PowerTrack billing shall constitute the indication of dimension or weight changes on billing documents. If the revised shipping weight or dimension varies more than 10% from the shipping activity's estimate, the contractor must notify the shipper by the next business day of the new weight or dimensions. A copy of the certified weight ticket or the bill annotated with the revised weight must be provided within 15 calendar days, when requested by the shipping activity.

C.4.5 Work Area - Contractor Equipment Pool (TPA)

C.4.5.1 Performance Objective -- Equipment Pool

a. When requested, the contractor shall establish an Equipment Pool at designated shipping activities (see Appendices). The size of the pool is specified in the various appendices and shall depend on the shipper's actual requirements. For shippers with no pool requirements, the contractor may consider creation of one, upon mutual agreement between the COR and the contractor. Rates for detention at origin will not apply to pool equipment.

Performance Measure: C.4.5.1

Contractor provides required pool equipment (size of pool and type of equipment)

Performance Standard

97%

- b. The size of the equipment pool may be adjusted by the shipper based on traffic fluctuations
- c. Contractors will be required to respond to pool allocation adjustment within three business days after notification.
- d. An area will be provided where contractors may drop pool equipment.
- e. Trailers that have been loaded and are awaiting pickup by the contractor will not be considered part of the equipment pool inventory.

C.4.6 Work Area - Vehicle Furnished but Not Used (VFN)

- a. When a contractor, upon shipper's request, furnishes a vehicle to load a shipment and through no fault of the contractor the shipper cancels loading of the vehicle, the contractor will be paid [see Schedule, VFN] for LTL/TL for each vehicle furnished and not used or the minimum line-haul transportation rates, whichever is less. These charges will not apply if 24 hours notice of cancellation before time of pickup is provided.
- b. These rates must not apply when the shipper rejects a vehicle upon inspection as unfit for the required transportation or when the contractor receives the notice of cancellation prior to actual dispatch of vehicle from contractor's terminal.
- c. When a contractor's vehicle is inbound with a loaded trailer that is scheduled for outbound loading from the same installation and shipper cancels loading of the vehicle, at least 24 hours before the scheduled pickup, no rate will be assessed.
- d. Claim for collection of rates under this item must be supported by shipper's certification of cancellation. Rates and documentation must be submitted within 5 working days after receipt of shipper's certification of cancellation.

C.4.7 Work Area – Subcontracting/Leasing Equipment

C.4.7.1 Performance Objective -- Trip Leasing of Equipment

The contractor, planning to trip lease, must follow the requirements of 49 CFR 376, as applicable.

C.4.7.2 Performance Objective -- Leased Equipment Contracts

- a. The contractor must ensure that lease subcontracts with subcontractors used to support this contract can demonstrate adequate identification which verifies their affiliation with the carrier(s) named on the BOL. From the documents provided, shippers must be able to verify each driver's affiliation with the origin carrier named on the BOL.
- b. Contractors shall submit new subcontractors to MTMC for inclusion on the MTMC Website not less than two business days before scheduled shipment pickup.
- c. A copy of the appropriate lease contract or detailed pick-up sheets tailored to the specific load and truck in question must be included in all leased vehicles and must be available for inspection. Subcontractors without a copy of the appropriate lease contract or pick-up sheets in the cab may be rejected by the shipper. In such instances, rates described at C.4.6 will not apply.

C.4.8 Work Area – Loading/Unloading

- a. Except as otherwise stated in the Appendices, if the carrier is required to load and/or unload unassisted by Consignor or Consignee, charges for this service will be URC (1) (See Schedule) per hundred weight subject to a

minimum charge of URC (2) (See Schedule) per shipment. Consignor or Consignee requesting this service shall provide certification that the carriers performed the service and indicate the amount of weight that the carrier handled.

b. Carriers are required to stack unpalletized freight at the tailgate of the vehicle, tailgate pickup/delivery is pickup/delivery that enables a forklift or materials handling equipment, with operator only to remove cargo to/from the tailgate of the carrier vehicle.

c. A variety of engines may move under the TTC. Depending on the each engine’s characteristics, it may move by Vans, both LTL and TL, as well as on flatbed equipment. If a shipper ships an engine they do not want transloaded, then they will annotate exclusive use on the BOL and ship as a TL.

C.4.9 Work Area – Detention (DEP/DET)

Free Time is the period allowed the shipper/receiver to load or unload the shipment before charges begin to accrue. Detention time and associated charges are computed from the time that the shipper or receiver has used up all allowable Free Time until the vehicle is released back to the contractor.

C.4.9.1 Performance Objective -- Detention: Vehicle with Power Unit (DEP)

a. The contractor must comply with the following:

1. When contractor's vehicle with power unit (straight truck, tractor-trailer combination) is delayed or detained for loading or unloading on the premises of consignor, consignee, or other premises approved by them, and such delay or detainment is attributable to the consignor or consignee, the contractor shall allow free time for loading or unloading the shipment (or the combined weight of multiple shipments), as follows:

<u>TYPE OF SHIPMENT(S)</u>	<u>FREE TIME</u> <u>(waiting time to begin loading</u> <u>or unloading)</u>
Vehicles loaded on flat-bed equipment	3 hours
Fully palletized shipments, 20,000 lbs. and over	2 hours (see para 7 below)
Contractor power-unit, driver and one towed vehicle	1 hour
-- Actual weight in pounds per vehicle stop, not Palletized. subject to paragraph 7	
Less than 3,000 lbs	1 hour
3,000 lbs. but less than 10,000 lbs	2 hours
10,000 Lbs. but less than 20,000 lbs.	3 hours
20,000 lbs. and over	4 hours

2. Free time shall begin from the time contractor’s employee notifies a responsible representative of the shipper or receiver that the vehicle is available and ready for loading or unloading, and it is within the shipper/receiver’s normal operating hours or acceptance hours, as annotated on the BOL.

3. The computation of time in paragraph 1 is to be made within the normal business (shipping) day at the designated premises at the place of pickup or delivery, except if a contractor or its representative is permitted to work beyond this period, such working time shall also be included. When loading or unloading is not completed at the end of such day, time will be resumed at the beginning of the next workday, or when the contractor or its representative actually begins work, if earlier.

4. When a trailer is both unloaded and scheduled for reloading, each transaction will be treated independently of the other. If the scheduled reloading does not occur the government can be billed for Vehicle Furnished but Not Used.

5. A shipment will be considered as fully palletized when at least 90 percent of the shipment weight (exclusive of pallet weight) is loaded on pallets.

6. If loading or unloading extends beyond the allowable free time, the charge for DEP will be [see Schedule] for each hour, or fraction thereof, that the vehicle is delayed beyond the allowable free time, until released by the shipper or consignee. Detention charges provided herein will be assessed during normal business (shipping) hours only.

7. The provisions of this item also apply when shipper or consignee requires that the tractor be disconnected from the trailer during loading or unloading, and parked elsewhere on the shipper's or consignee's premises; or when shipper or consignee directs that the trailer be left overnight and the tractor be parked at other than shipper's or receiver's premises.

8. If the material (boxes, crates, pieces, parts, etc.) comprising the non-palletized shipment is unloaded or loaded by pallet jack, forklift, or other type of material handling equipment – without use of pallets – then the free time allowed (not to exceed 2 hours) will be one-half of the free time allowed for shipments not palletized. To be eligible for this exception, at least 90 percent of the weight must be loaded or unloaded in the manner described. Fully palletized shipments weighing less than 20,000 pounds will be allowed one-half the free time specified in the above chart.

C.4.9.2 Performance Objective -- Detention - Vehicle without Power Unit (DET)

a. Subject to the availability of equipment and contractor's approval, contractors may spot vehicles without power units (empty or loaded trailers) for loading or unloading on the premises of the consignor or consignee, or on other premises designated by them.

b. When such trailers are delayed or detained for reasons attributed to the consignor or consignee, the shipment (or the combined weight of multiple shipments being loaded or unloaded) will be allowed 24 hours of Free Time, as follows:

1. Free Time will commence when the trailer is spotted for loading or unloading.

2. When any portion of the free time extends into a Saturday, Sunday, or holiday, the computation of free time will resume at 12:01 a.m. on the next day which is not a Saturday, Sunday, or holiday.

3. Free time shall not begin on a Saturday, Sunday, or holiday, but at 8:00 a.m. on the next day which is not a Saturday, Sunday, or holiday.

c. When a trailer is both unloaded and scheduled for reloading, each transaction will be treated independently of the other.

d. DET will end when consignor or consignee notifies contractor by telephone that loading or unloading has been completed and that the trailer is available for pickup. Such notification shall constitute release of contractor's equipment; contractor shall then connect and pull the equipment in a timely manner.

e. DET will not apply if loading/unloading and contractor's being notified of same has not extended beyond the free time. Contractor's credits earned on equipment held cannot be used by the contractor to offset debits chargeable on equipment waiting to be moved.

f. Charges for detention of vehicles without power units will be:

1. For each of the first and second 24-hour periods or fraction thereof that vehicle is detained beyond the allowable free time, the charge will be [see Schedule, DET(1)] per 24-hour day or fraction thereof.

2. For each of the third and fourth 24-hour periods or fraction thereof that vehicle is detained beyond the allowable free time, the charge will be [see Schedule, DET (2)] per 24-hour day or fraction thereof.

3. For the fifth and each succeeding 24-hour period or fraction thereof that a vehicle is detained beyond allowable free time, the charge will be [see Schedule, DET (3)] per 24 hour day or fraction thereof.

g. Certain Government installations have specific agreements for storing and relocating contractor equipment for loading and unloading and/or detention charges. Such charges will be covered in the schedule.

C.4.10 Work Area - Documentation of Detention

The contractor shall document all invoices for detention in accordance with C.4.10.1. The origin shipper and receiver must also document the arrival of the shipment in accordance with C.4.10.1. Free time shall begin from the time contractor's employee notifies a responsible representative of the shipper or receiver that the vehicle is available and ready for loading or unloading, and it is within the shipper/receiver's normal operating hours or acceptance hours, as annotated on the BOL. Freetime computation of detention shall end when the vehicle is loaded and the driver pulls away from the loading/unloading location. Detention shall not be paid for time being initially inspected nor for time for pickup of documentation or final inspection. In case of disputes on times the origin's and destination's records will prevail.

C.4.10.1 Performance Objective -- Documentation of Detention

a. The contractor shall document arrival and departure time, when it occurs, by the contractor's representative and the shipper's or receiver's representative responsible. This must be accomplished prior to the driver exiting the installation, following either pickup/delivery of freight. A copy of the documentation must be forwarded along with the invoice for payment. The contractor must provide a form for documentation that will include the following as a minimum:

BOL

Signatures of contractor and government representative

Vehicle identification numbers including tractor and trailer numbers as applicable

Exact date and time the vehicle arrived at installation

Exact date and time the vehicle was requested to be inspected

Exact date and time the vehicle was released from inspection.

Exact date and time the vehicle was spotted for loading/unloading

Exact date and time the loading/unloading started to load/unload

Exact date and time the loading/unloading was completed

Exact date and time the vehicle was released to the driver

Carrier's invoice stating the reason for the delay

b. In those instances where detention time has been incurred, the contractor must notify the shipper/receiver in writing within 5 business days that detention charges have been incurred. The Contractor shall bill installations and/or consignors/consignees incurring detention charges directly for such charges.

C.4.11 Work Area - Exclusive Use of Vehicle (EXC)

a. The shipper may ask the contractor to devote the vehicle exclusively to the transportation of the shipper's cargo. The contractor shall not break the seals or locks and shall not transfer lading for the contractor's convenience. A request for exclusive use of vehicle must not be understood as a request for Expedited Service (see Work Area C.4.12). If the latter service is desired, it must be requested. Exclusive use will be determined only by shipper annotation of the BOL.

b. Line-haul rates for shipments requiring Exclusive Use Service must be billed as a truckload, subject to truckload rates. The rate for Exclusive Use Service will be [see Schedule EXC] per mile per vehicle.

c. The contractor must provide exclusive use of vehicle in accordance with the following sub-paragraph

C.4.11.1 Performance Objective -- Exclusive Use

a. When requested, the contractor must devote the vehicle for the exclusive use of the shipper. BOL must state or signify request for Exclusive Use. This is the only indication of this requirement.

b. If the contractor fails to provide Exclusive Use Service as specified on the BOL, this will be considered a case of fraud by the government and will be considered grounds for elimination of the carrier from this contract and for possible further punitive action and damage recovery.

c. When a vehicle is loaded to full visible capacity there will be no additional charge for exclusive use.

C.4.11.2 Performance Objective -- Lock or Seal Removal

a. When the contractor removes a seal or lock signifying exclusive use (due to an emergency or upon prior approval of the shipper or receiver), the contractor must immediately relock or reseal the vehicle with a lock or seal equivalent to or of higher security. The contractor must immediately notify the shipper of the new lock or seal number. The contractor must annotate the BOL with:

1. The new lock or seal number
2. Date and time replacement seal or lock was applied
3. The reason for removal of the original lock or seal
4. The contractor must ensure that no freight is added to the vehicle except at the instruction of the shipper or receiver

Performance Measure: C.4.11

Exclusive Use Service provided when requested

Performance Standard

100%

C.4.12 Work Area - Expedited Service (EXP)

C.4.12.1 Performance Objective -- Expedited Service

a. Upon request of the shipper, the contractor must provide Expedited Service. The shipper will annotate the BOL and notify contractor, accordingly when Expedited Service is requested. The rate will be [see Schedule, EXP] per mile, per vehicle.

b. If the contractor fails to meet the Required Delivery Date (RDD) specified on the BOL, the contractor will not be paid for expedited service.

c. The [see schedule] rates cover all methods of meeting expedited service delivery dates including continuous line haul service.

C.4.12.2 Performance Objective -- Notification of Delay

a. The Contractor shall notify the shipper within two hours of determining that the RDD will not be met, providing a new ETA for the shipment.

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

c. When the required delivery date cannot be met because of an act of God, the contractor must ensure that the shipment is delivered as soon as reasonably possible.

Note: Inclusion of a required delivery date (RDD) does not necessarily constitute a requirement for Expedited Service, however all Expedited Service requests will include an RDD. CBL Must State or signify request for Expedited Service. This is the only indication of this requirement.

Performance Measure: C.4.12

Performance Standards

4.12.1 Contractor meets the required delivery dates (RDD) of shipments moving under expedited service.

100%

C.4.13 Work Area – Extra Driver (EXD)

C.4.13.1 Performance Objective – Extra Driver Service

When requested by the shipper, the contractor must provide the services of an extra driver for continuous line-haul service. The shipper will annotate the bill of lading accordingly when this service is requested. The charge for Extra Driver Service will be [see Schedule, EXD (1)] per mile, subject to a minimum charge of [see Schedule, EXD (2)] per vehicle.

C.4.14 Work Area - Hazardous Cargo Placarding

C.4.14.1 Performance Objective -- Hazardous Cargo Placarding

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

C.4.15 Work Area - Split Delivery (SDL) (Applies to TL shipments)

C.4.15.1 Performance Objective – Split Delivery

At the shipper's request by annotation on the BOL, the contractor must deliver at more than one location within the confines of the same receiving installation, facility or stop-off point. For each split delivery provided, exclusive of final delivery, a rate of [see Schedule, SDL] will apply.

C.4.16 Work Area – Split Pickup (SPU) (Applies to TL shipments)

C.4.16.1 Performance Objective – Split Pickup

The contractor must pickup at more than one location within the confines of the same shipping installation or facility at shipper's request. For each split pickup provided, exclusive of the initial pickup, a rate of [see Schedule, SPU] will apply.

C.4.17 Work Area - Stop-Off (SOC) (In Transit)

C.4.17.1 Performance Objective – Stop-Off

a. For TL Movements only, when requested by the shipper, the contractor must provide stop-off in transit service to partially load/unload subject to the following conditions:

b. Shipments may be stopped in transit at not more than five points intermediate between the origin and final destination (except as otherwise specified in the Appendix). The stop-off rate will apply for each stop-off [see Schedule, SOC]. Shipments must be delivered in the sequence specified on the BOL and must not be transferred to other equipment. Seals applied at origin must remain intact until reaching first destination. The contractor's seals must be applied at stop-off point if Government seals are not available. Seal numbers must be recorded on the Consignee's Receipt for Delivery at Stop-off/Unloading Point (DD Form 1371) at the time of delivery. When this service is requested, the transit time will be increased as agreed upon by the shipper and the contractor, but will not exceed more than one day for each intermediate stop.

c. When the mileage through the stop-off point(s) exceeds the direct mileage from origin to destination, the line-haul rates must be based on applicable mileage from point of origin via the stop-off point(s) to final destination.

C.4.18 Work Area - Pickup/Delivery at Other Than Normal Shipper Operating Hours (HOL/SAT/PUD)

C.14.18.1 Performance Objective –Pickup/Delivery at Other Than Normal Shipper Operating Hours

a. When the shipper or receiver requests pickup/delivery service outside of shipper operating days/hours as published in the TFG or acceptance hours as annotated on the BOL, the contractor must provide the service, subject to the following:

1. The rate for pickup or delivery service on non-business days will be assessed [see Schedule, HOL/SAT (1)] per hour or fraction thereof for each driver furnished subject to a minimum rate [see Schedule, HOL/SAT (2)] per driver furnished. The rate for pickup or delivery services outside of normal operating hours will be assessed [see Schedule, PUD] per hour or fraction thereof for each driver furnished.

2. Hourly rates must be computed from the time the driver(s) arrives at the point of pickup/delivery until completion of loading/unloading and the shipper/receiver releases the driver(s). Shipper/receiver will note the time required for the pickup or delivery on the BOL. Charges for this service will be billed directly to the party requesting the services.

Performance Measure: C.4.18

Performance Standards

4.18.a	Contractor picks up shipments outside normal operating hours	100%
4.18.b	Contractor delivers shipments outside normal operating hours	95%

C.4.19 Work Area - Prearranged Scheduling of Vehicle Arrival for Loading/Unloading

C.4.19.1 Performance Objective -- Prearrange Scheduling

Upon request of shipper, receiver, or others they designate, the contractor must, with 24 hours or more advanced notification, without additional charge, prearrange schedules with the designated shipper/receiver for arrival of vehicles for loading/unloading (This requirement is not to be construed as Day/Time definite service.). The contractor must accept requests for prearranged scheduling whether they are given orally or in writing.

C.4.20 Work Area - Notification Before Delivery

C.4.20.1 Performance Objective -- Notification before delivery

When required by the receiver before delivery, the contractor must, without additional charge, provide the receiver telephonic notice of arrival, providing driver name, carrier identification and BOL reference, in accordance with instructions on the BOL or in the site specific requirements appendix of this contract.

C.4.21 Work Area – Reconsignment/Diversion (RCC)

Reconsignment or Diversion is a change in the place of delivery within the original destination point, a change in the original destination point, or any other change in delivery that requires an additional movement of the shipment. Only entire shipments, not portions of shipments, may be reconsigned.

C.4.21.1 Performance Objective -- Reconsignment/Diversion

- a. Upon written or oral request (subsequently confirmed in writing), the contractor must provide reconsignment or diversion service subject to the following:
- b. When performance of this service does not involve a change in the original destination, the contractor will be entitled to an additional rate of [see Schedule, RCC] per shipment. When this service involves a change in the original destination, the contractor will be entitled to the applicable published line-haul rate in the Schedule to the point of interception and from the interception point to the final destination. If a shipment is ordered returned to the shipper, the contractor will be entitled to the line-haul rates to the interception point and back to the original origin point. If the contractor does not have an applicable line-haul rate to or from the interception point, HQMTMC will negotiate rates with the contractor. Payment of all charges for Reconsignment/Diversion will be billed direct to the shipper/receiver requesting this service.

C.4.22 Work Area – Redelivery (RCL)

C.4.22.1 Performance Objective – Redelivery

- a. When a shipment is offered for delivery and through the fault of the receiver the delivery cannot be accomplished, the contractor must comply with the following:
- b. If a shipment is offered to a receiver and refused for delivery or rescheduled for another time, the name and telephone number of the person refusing or rescheduling the delivery must be indicated on the delivery report. Make no further attempts to deliver the shipment until the receiver has been contacted for redelivery instructions.
- c. Notify the receiver that the shipment is on hand not later than the next business day after the day delivery was attempted and arrange for a mutually agreeable redelivery date.
- d. When a receiver authorizes redelivery, the rate for redelivery will be assessed [see Schedule, RCL (1)] per hundred pounds, subject to a minimum rate of [see Schedule, RCL (2)] per shipment, and a maximum rate of [see Schedule, RCL (3)] per shipment. The contractor must bill redelivery to the receiver. If, after being notified that the shipment is on hand, the receiver elects to pick up the shipment at the contractor's terminal a dock pick up charge will be applied.
- e. If the receiver fails to provide redelivery instructions within 24 hours of notification that the shipment is on hand, the contractor must contact shipper for instructions.

C.4.23 Work Area – Storage (SRG)

C.4.23.1 Performance Objective – Storage

- a. Freight held in contractor's possession because of an act or omission of the shipper, receiver or owner, or for customs clearance, or inspection, or for any reason attributed to action by shipper or receiver, must be stored by the contractor, subject to the following provisions and rates. The contractor must not apply storage rates to astray and/or damaged freight.
- b. Before contractor can start assessing storage rates he must contact the shipper/receiver for redelivery or reconsignment of the shipment. Storage rates may not be assessed sooner than 24 hours after the contractor has contacted the receiver for redelivery instructions. Storage rates under this item must end when the shipper, receiver, owner, or customs official advises the contractor to deliver or transport the freight.
- c. The contractor must notify shipper and receiver in writing of the commencement of storage rates for shipments in the possession of the contractor.

d. Follow-up written notification must be made after the 30th day of storage, and every 30 days afterwards, until the shipment is delivered.

e. No storage rates will be assessed when delivery cannot be accomplished due to riots, acts of God, the public enemy, the authority of law, the existence of violence or such possible disturbance, as may tend to create reasonable apprehension of danger to persons or property.

f. The contractor must not sell DOD freight to satisfy storage or other transportation charges nor must the contractor place DOD freight in a public warehouse.

g. Seizure of Cargo: The contractor agrees that it shall not assert any type of lien on any property shipped under this contract. The contractor further agrees that it shall not take any action to seize, arrest, hold, or otherwise detain any shipment through any judicial process in the United States or through any other means whatsoever.

C.4.23.2 Charges

a. Freight stored in the contractor's possession, until such time as contractor has been notified as specified above, will be subject to the following charges:

1. Shipments weighing less than 10,000 pounds will be subject to storage rates of [see Schedule, SRG (1)] per day per shipment, subject to a minimum rate of [see Schedule, SRG (2)] per shipment.

2. Shipments weighing 10,000 pounds or more will be subject to storage rates of [see Schedule, SRG (3)] per day per shipment, subject to a minimum rate of [see Schedule, SRG (4)] per shipment.

b. Rates for storage must be billed and submitted separately, and not included on the BOL. Rates for storage must be billed directly to shipper or receiver responsible for ordering services.

C.4.24 Work Area – Relocation of Vehicle (RLS)

C.4.24.1 Performance Objective – Relocation of Vehicle

Upon request, the contractor will move a vehicle from one platform doorway or shipping room to another. The rate of [see Schedule, RLS] for each relocation will be assessed by the contractor and must be supported by shipper's/receiver's certification that the service was requested and provided.

NOTE: Does not apply to trailer pool equipment.

C.4.25 Work Area – Advancing Charges (045)

C.4.25.1 Performance Objective – Advancing Charges

a. The contractor shall advance, for subsequent collection from the government, the lawful charges incurred for ferries, special bonds, or tows required by state or other governmental authorities for transportation of a shipment.

b. The charge for advancing monies under this item shall be [see Schedule, (045)] dollars per advance.

c. The carrier shall identify any charges listed above which require reimbursement on the BOL or EDI transactions, submitted via PowerTrack to the Government. In the automated PowerTrack environment, the actual paper receipts cannot be submitted. Nonetheless, for audit purposes, carriers must retain the valid receipts and any other documentary evidence to support these claims.

C.4.26 Work Area – Constant Surveillance Service (CIS) (See Note)

C.4.26.1 Performance Objective – Constant Surveillance

a. The Contractor shall provide Constant Surveillance Service when tasked, which consists of the following requirements:

1. Constant Surveillance Service (CIS) consists of the following requirements:

(a). Continuous responsibility for constant surveillance and custody of the shipment in transit. Such attendance and surveillance shall prevent all inspections (except those performed by governmental enforcement agencies in their line of duty) tampering, pilfering, or sabotage, and, insofar as humanly possible, safeguard against all manner of unusual circumstances, such as wreck, delay, flood, or violent disturbances.

(b). Unless otherwise stated, when not being driven, a vehicle must be attended at all times by a qualified representative of the carrier. A vehicle is "attended" when the person responsible for the shipment is awake and is either in the vehicle (not in a sleeper berth) or within 100 feet of the vehicle and has the vehicle within his/her constant, unobstructed view. A qualified representative is a person employed by the carrier or the terminal involved in handling of shipments; designated by the carrier/terminal to attend the vehicle; aware of the sensitivity of material moving under CIS; knowledgeable about the safety, security, and emergency procedures that must be followed; and has the means, capability, and authority to move the vehicle.

(c). For brief stops en route, the vehicle or shipment must be attended.

(d). When circumstances require lengthy stops en route, carriers will ensure that the vehicle is parked only at a carrier terminal, a state- or locally-approved safe haven under 49 CFR, or during emergencies, in a DOD secure holding location. When a vehicle is parked in a carrier terminal or at a state or local safe haven, a qualified carrier or terminal representative must keep the shipment in full view and stay within 25 feet of the vehicle or shipment at all times, or the shipment must be secured in an adequately lighted area that is surrounded by at least a 6-foot chain link fence, is continuously patrolled by a representative of the carrier or terminal, and is under the general observation of a qualified carrier or terminal representative at all times. As an alternative, a shipment may be placed in a security cage.

(e). The trailer or vehicle containing the material must always be connected with the power unit (tractor) during shipment except when stopped at a DOD contractor activity for loading/unloading; at a carrier terminal for servicing; at a carrier-designated point where the driver maintains continuous surveillance over the shipment while disconnected; at a state or local safe haven location which meets the terminal security standards of subparagraph d above; or, in emergencies, at a DOD secure holding location.

(f). The tractor must be equipped with a working mobile communications unit, such as a citizens band (CB) radio unit or cellular telephone, capable of contacting state/local law enforcement personnel for the purpose of seeking assistance.

(g). Carrier must be able to trace a shipment in less than 24 hours.

(h). Carrier or his agent will notify the consignee by telephone if shipment cannot reach consignee within 24 hours of the agreed-upon delivery date.

(i). Carrier (and all drivers) must be in full compliance with the requirements of DOD Driver Identification Requirements.

(j). Signature and Tally Record Service (675) is included in the cost of CIS.

(k). Single line-haul required.

(l). No trip lease.

(m). Carriers must ensure that driver(s) are well-versed on how to obtain DOD safe haven/refuge and state and local law enforcement assistance, as well as the actions they must take to comply with all requirements of this item.

2. To request CIS, Shipper shall notify the carrier in advance, and annotate the BOL as follows:

“Constant Surveillance Service Requested. Signature and Tally Record (DD Form 1907) furnished to carrier.”

3. The charge for CIS will be [see Schedule, CIS (1) - CIS (6)] per mile per vehicle, subject to a minimum charge of [see Schedule CIS (7)] per vehicle.

1 to 500 miles:	CIS (1) per mile per vehicle
501 to 1,000 miles:	CIS (2) per mile per vehicle
1,001 to 1,500 miles:	CIS (3) per mile per vehicle
1,501 to 2,000 miles:	CIS (4) per mile per vehicle
2,001 to 3,000 miles:	CIS (5) per mile per vehicle
Over 3,000 miles:	CIS (6) per mile per vehicle
Minimum Charge:	CIS (7) per vehicle

The carrier shall be required to provide an extra driver when shipment exceeds 500 miles.

4. Security Cage Standards

(a). General: Security cages will be fabricated from commercial steel grating panels. Walls, doors, floors, and ceiling must provide protection equivalent to the steel grating to preclude forced entry. Doors must have DOD approved padlocks (equivalent to American 200 series) and hasp systems and connecting hardware must be welded or otherwise secured to deter unauthorized entry.

(b). Walls: Constructed of structural steel angle and expanded steel grating. Building walls also may be used which provide equivalent security to form sides(s). (Example: Double-course reinforced or filled concrete block.)

(c). Floors: Made of asphalt or reinforced concrete or wood if reinforced with steel floor plating.

(d). Ceiling: Same material as wall or floor. Minimum height: 8 feet. Frame: metal. Hinges: welded hinge pins.

(e). Locks: DOD approved (equivalent to American 200 series) security locks and hasps.

(f). Connecting Devices: Welded, peened, or otherwise installed so as to deter unauthorized entry.

(g). Windows/Openings: Expanded steel grating, anchored in metal frame, secured in same manner as door.

(h). Alternative: As an alternative to a security cage, a CONEX, dromedary, or similar heavy container which is sealed and locked with a DOD approved (equivalent to American 200 series) lock may be used in buildings which are locked, guarded, or alarmed. In lieu of locking the containers, they may be placed with doors against each other or against a substantive building wall.

5. Terminal Security Standards

(a). Carriers may utilize Closed Circuit Television (CCTV) in lieu of, or to augment, terminal security personnel if such use will provide equivalent or enhanced observation of the shipment/area protected and/or entry/exit control points, under the following conditions:

(1). MTMC prior written approval of each proposed CCTV utilization.

(2). The TV monitor will be continuously monitored when a shipment requiring protection is present in the terminal.

(3). Terminal/security personnel must be capable of and available for immediate response to detached intrusions/incidents.

(4). CCTV guidelines contained in FM 19-30, Appendix L, apply.

NOTE: Brokers, Freight Forwarders, Shipper Agents or Shipper Associations are not authorized to be used for any shipments that require CIS. If all the awarded prime contractors for a given lane are either Brokers, Freight Forwarders, Shipper Agents or Shipper Associations, then the shipper will revert to voluntary tenders.

C.4.27 Work Area – DOD Driver Identification Requirements

C.4.27.1 Performance Objective – DOD Driver Identification

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

C.4.28 Work Area – Signature And Tally Record Service (675)

C.4.28.1 Performance Objective – Signature and Tally Record Service (675)

a. The contractor shall provide Signature and Tally Record Service according to the following:

1. Signature and Tally Record Service (675) consists of the following requirements:

(a). Each person responsible for handling the shipment will sign a Signature and Tally Record (DD Form 1907) at specified stages of its transit from origin to destination. Specifically, carrier will require each person responsible for the shipment (e.g., terminal manager, all drivers, dock foreman) to personally sign the Signature and Tally Record, and upon delivery obtain the consignee's signature in the designated space on Form 1907.

(b). Driver(s) must sign DD Form 1907 upon assuming initial responsibility for the shipment.

(c). In terminal areas, the vehicle containing the 675 shipment must be under the control of the last person signing the DD Form 1907.

(d). Carrier must be able to trace a shipment in less than 24 hours upon request.

2. To request 675, shipper will annotate the BOL as follows:

(a). "Signature and Tally Record Requested. DD Form 1907 furnished to carrier."
DATE _____ SIGNATURE _____ TITLE _____

(b). 675 is subject to a charge of: [see Schedule, (675)] per shipment.

C.4.29 Work Area - Reports

C.4.29.1 Performance Objective -- Delivery Reports

a. The contractor must provide monthly delivery reports, as required below, at no additional cost. Reports must be submitted to the COR or designated POC of the Region being serviced by the contractor, with a copy to the shipper(s), electronically in a Microsoft Excel for Windows "xls" format that can be read by Microsoft Excel for Windows version 8. The reports must show all shipments offered to the contractor during the reporting period.

b. These reports must be in BOL sequence by lane. Report data must be presented in the following order:

1. Origin
2. Destination
3. Number of stop-offs
4. Pickup dates
5. Actual Delivery Date vs. Desired/Required Delivery Dates
6. Percentage of shipments delivered on time
7. Reason for any late delivery

c. If a shipment is offered to the receiver and refused, or if the delivery is rescheduled for another time, the report shall indicate the name and telephone number of the person refusing or rescheduling the shipment.

d. The contractor must ensure that the COR and the shipper(s) receive delivery reports no later than the 10th business day of the following month.

C.4.29.2 Performance Objective – Proof of Delivery Receipts

The contractor must obtain a properly signed and dated delivery receipt showing the printed and/or legible complete name of the representative who certifies that the delivery obligation has been met. The contractor shall collect, retain, and provide upon request hard copy or electronic certificates of delivery. At the shipper’s request, the contractor must provide legible hard copy Proof of Delivery (POD) for a maximum of 15 percent of the shipments included in the delivery reports within five business days of Shipper request.

C.4.29.3 Performance Objective -- Reporting Overages, Damages and Shortages

For TL and LTL, the contractor must report the overages, damages and/or shortages to the shipper telephonically within 48 hours of accepting the shipment, at the first break-bulk point, or at final delivery, as applicable, and follow-up the telephonic notification of shipment discrepancy by facsimile, U.S. mail or e-mail.

C.4.29.4 Performance Objective – Astray Freight and Emergency Notification Reports

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

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

		(Washington, DC)
National Agency Check Verification	Defense Security Service	1-703-428-3248
MTMC Global Dist. Domestic Customer Service		1-800-526-1465

b. Assistance with any of the above problems can also be obtained from the nearest Transportation Officer. Additional information on the identifying and forwarding of astray freight is available at MTMC's web site at: www.mtmc.army.mil/freight/astray

c. The contractor may be required to provide additional reports to the Contracting Officer. These reports shall only be required when requested and approved by the Contracting Officer.

Performance Measure: C.4.29

Contractor submits reports in a timely manner, but in no cases more than five business days late.

Performance Standards

95%

C.4.30 Work Area - In-Transit Visibility (ITV)

C.4.30.1 Performance Objective -- In-Transit Visibility

The contractor must provide track and trace capability for all shipments from the date and time of pickup to the date and time of delivery, using the BOL number.

C.4.30.2 Performance Objective -- Oral Reports

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

b. Expedited Service: As soon as the contractor knows that a shipment will miss its required delivery date, the contractor must advise the shipper immediately.

Performance Measure C.4.30

4.30.2 Contractor successfully provides shipment status information to the shipper within one hour of the shipper's request, provided that the shipper's request for information is made during the shipper's normal business hours.

Standard

98%

C.4.30.3 Performance Objective -- Web-Based Tracking

a. The contractor shall provide web-based ITV services as follows (also referred to as Material Requisition Order Tracking):

1. The contractor shall provide the ability to track/trace shipments/packages by Transportation Control Number(s) (TCN) or the BOL (BOL) number, accessible through the World Wide Web (WWW).

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

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

"yyyyyyy" is the carrier's tracking website address

"nnnnnnn" is the BOL

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

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

d. The contractor shall be capable of providing web-based ITV within 3 months after contract award.

C.4.30.4 Performance Objective -- GTN Input

a. The United States Transportation Command (USTRANSCOM), on behalf of DOD, is responsible for collecting logistical data to support the in-transit visibility of all DOD shipments from origin to destination. This visibility is for peacetime, contingencies, and exercises, and includes tracking movements of freight. The contractor shall electronically interface with DOD's Global Transportation Network (GTN) to provide In-Transit Visibility tracking and tracing information. The contractor shall provide GTN with an electronic data transaction set meeting American National Standards Institute (ANSI) X.12 EDI standards. The contractor shall provide an ANSI ASC X.12 transaction set (TS) 214, Motor Carrier Shipment Status Message, version 4010 (using the DOD Implementation Convention). The minimum data set (events) to be included are:

1. Pickup
2. Departure from any intermediate stop for pickup
3. Arrival at any mode change point
4. Departure from any mode change point
5. Arrival at any intermediate stop for delivery
6. Delivery

Performance Measure 4.30.4 – GTN receives status input

	<u>Performance Standard</u>
4.30.4.a Errors in syntax or semantics	Not to exceed 2%, each error
4.30.4b Timely provision of status after above events: Expedited Service within 4 hours	95%
4.30.4c Timely provision of status after above events: Normal Service within 12 hours	95%

C.4.31 Work Area – Surge/Contingency

C.4.31.1 Performance Objective – Surge/Contingency

a. When directed by the COR, the contractor shall support the requirements of mobilization, surge, contingency, natural disaster, humanitarian assistance support, and similar CONUS unit movements and respond with required resources to meet the time frames of surge/contingency requirements.

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

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

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

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

f. As directed by the contracting officer, the contractor shall maintain operations necessary to support DOD activities, to include national defense contingencies, surges, natural disasters, and humanitarian assistance efforts, the contractor shall provide 24-hour-a-day service, seven (7) days a week, including holidays.

C.4.32 Work Area – Fractions

a. Fractions of a cent resulting from the application of rates and accessorial charges will be disposed of as follows:

1. Fractions of less than one-half of one cent will be omitted.
2. Fractions equal to more than one-half of one cent will be increased to the next whole cent.

C.5 Cargo Liability (LIE)

a. Carriers will be liable for all loss, damage, undue delay, mis-delivery, or other result occurring to freight in its possession, unless caused by acts of God, acts of the public enemy, act or default of the shipper, act of the public authority, or inherent nature or vice of the cargo.

b. For all shipments weighing less than 15,000 pounds, carrier liability for lost and/or damaged cargo will be limited to the lower dollar amount either of \$50,000 or \$25.00 per pound per package or the actual amount of the loss and/or damage to the article(s). Should a shipper desire to declare and establish a cargo liability for an amount greater than \$50,000, the carrier agrees to provide this increased liability coverage for [see schedule LIE (1)] \$__ for each \$100 increase in loss and/or damaged cargo liability over the maximum liability.

c. For all shipments weighing 15,000 pounds or more carrier liability for lost and/or damaged cargo will be limited to the lower dollar amount either of \$150,000 or \$2.50 per pound per shipment or the actual amount of the loss and/or damage to the cargo. Should a shipper desire to declare and establish a cargo liability for an amount greater than \$150,000, the carrier agrees to provide this increased liability coverage for [see schedule LIE (2)] \$__ for each \$100 increase in loss and/or damaged cargo liability over the maximum liability.

d. All DOD shipments governed by this contract are subject to the released liabilities stated in paragraphs above. No other released liabilities, regardless of where they are published, apply.

e. For Individual Shipper Unique Requirements, See Appendices, Attachment 1

C.6 Glossary

Abbreviations and Codes

045	Advancing Charges
675	Signature and Tally Record Service
ANSI	American National Standards Institute
AQL	Acceptable Quality Level
AR	Army Regulation
ASCII	American Standard Code for Information Interchange
ATA	American Trucking Association
BOL	Bill of Lading
CBL	Commercial BOL
CCTV	Closed Circuit Television
CDC	Committed Daily Capacity

CFR	Code of Federal Regulation
CHN	Chains and Binders
CIS	DOD Constant Surveillance Service
CLIN	Contract Line Item Number
COFC	Container on Flatcar
CONEX	Container Express
CONUS	Contiguous United States
COR	Contracting Officer Representative
DD Form	Department of Defense Form
DDD	Desired Delivery Date
DEP	Detention: Vehicles with Power Units
DET	Detention: Vehicles without Power Units
DLA	Defense Logistics Agency
DOD	Department of Defense
DOT	U.S. Department of Transportation
DTOD	Defense Table of Official Distances
EDI	Electronic Data Interchange
EXC	Exclusive Use of Vehicle
EXD	Extra Driver
EXP	Expedited Service
FAK	Freight All Kinds
FAR	Federal Acquisition Regulation
FPCON	Force Protection Condition
FVC	Full Visible Capacity
GTN	Global Transportation Network
HAZMAT	Hazardous Material
HOL	Sunday/Holiday Pickup/Delivery
HQ MTMC	Headquarters, Military Traffic Management Command
IMS	Intermodal Shipments
ITO	Installation Transportation Officer
ITV	In-Transit Visibility
KO	Contracting Officer (Also CO)
LIE	Liability of Contractor (Cargo)
LTL	Less-than-Truckload
MFTRP	MTMC Freight Traffic Rules Publication
MTMC	Military Traffic Management Command
MRO	Material Requisition Order
NAC	National Agency Check
NAVTRANS	Navy Transportation Support Office
NCA	National Command Authority
NMFC	National Motor Freight Classification
OA	Ordering Agent
PBSC	Performance Based Service Contract
PMS	Pickup Requiring Same Day Delivery
POC	Point of Contact
POD	Proof of Delivery

PTS	Protective Tarping for Security Purposes
PUD	Pickup/Delivery Outside of Normal Operating Hours
PWS	Performance Work Statement
RCC	Reconsignment or Diversion
RCL	Redelivery
RDD	Required Delivery Date
RLS	Relocation of Vehicles
SAT	Saturday
SCAC	Standard Carrier Alpha Codes
SRC	Security Risk Category
SDL	Split Delivery
SF	Standard Form
SOC	Stop-Off In Transit
SPLC	Standard Point Location Code
SPU	Split Pickup
SRG	Storage
TCN	Transportation Control Number
TDR	Transportation Discrepancy Report
TFG	Transportation Facilities Guide
TL	Truckload
TO	Transportation Officer
TOFC	Trailer on Flat Car
TPA	Carrier Equipment Pool
TPS	Transportation Protective Service
USC	United States Code
USTRANSCOM	US Transportation Command
VFN	Vehicle Furnished But Not Used

C.6.1 Definitions

Accessorial Services	An accessorial service is service performed by the contractor in addition to the line-haul.
Astray Freight	Shipments or portions of shipments (1) for which billing (waybill, freight warrant, etc.) is not available or (2) that is being held for any reason except transfer.
Attended Vehicle	A vehicle is "attended" when the person responsible for the shipment is in the vehicle, awake, not in a sleeper berth, or is within 100 feet of the vehicle and has the vehicle within his/her constant, unobstructed view.
Bill of Lading	A document that lists and acknowledges the receipt of goods for shipment and specifies the terms and conditions of transport, or it refers to a charter party and lists the goods that are to be shipped under that charter party and serves as the document of title to those goods. A contract between the shipper and the contractor whereby the contractor agrees to furnish transportation services subject to the conditions printed on the bill of lading.
Blocking and Bracing	Equipment used to secure the load to prevent shifting during transit.
Bulk Commodities	Shipments not in packages or containers.
Business Hours	Hours when an office will normally be open. See hours of operation (C.1.3 and C.1.4).

Calendar Days	Consecutive days, without regard to weekends or holidays.
Capacity Loads	A shipment is considered a <u>capacity</u> load (also known as “ <u>loaded to full visible capacity</u> ”, “ <u>loaded to capacity</u> ”) when it occupies the full visible capacity of a vehicle: The shipment occupies 90% of the cargo carrying capacity of the vehicle or because of unusual shape or dimensions, or because of the necessity for segregation or separation from other freight, requires the entire vehicle or fills a vehicle so that no additional article, equivalent in size to the largest piece tendered, can be loaded in or on the vehicle.
Cargo	Supplies, materials, stores or equipment transported by land, water, or air.
Clean	A vehicle is free from non-standard equipment with the floor of the cargo area unobstructed, and swept to ensure that the vehicle is free of debris or residue, to include powder-like substances.
Cleared Contractor	Commercial contractor that has met the following criteria for handling SECRET shipments: a. Can provide the Transportation Protective Service requirement established by a transportation officer. b. Has authorization by law or regulation to provide the required transportation protective service. c. Has a SECRET facility clearance issued by the Defense Security Service (DSS). d. Has furnished HQMTMC with an applicable tender, agreement, or contract that provides for Protective Security Service (PSS).
Container-on-Flatcar	Method of moving shipping containers which involves transporting them on railroad flat cars.
Contiguous United States (CONUS)	The forty-eight (48) Contiguous United States and the District of Columbia.
Contingency Operations	Operations declared by National Command Authority (NCA) that involve the use of U.S. Military Forces to achieve U.S. objectives, usually in response to an emergency caused by natural disasters, terrorists, subversives, or other required military operations. The NCA includes the President and the Secretary of Defense, or their duly deputized alternates or successors.
Contract Administration Office	The activity responsible for administering the contract against which the shipment was made.
Committed Daily Capacity	The maximum tonnage a contractor agrees to commit daily for each traffic lane.
Contracting Officer’s Representative	Contracting officer's representative” means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.
Contractor’s Representative	A person employed by the contractor involved in handling shipments; designated by the contractor to attend the conveyance; who is aware of the sensitivity of material moving under DOD Constant Surveillance Service; is knowledgeable of the safety, security and emergency procedure that must be followed; and is authorized and has the means and capability to move the transportation conveyance.
Contractor’s Terminal	The building owned, and / or operated by the contractor that is used for freight transportation purposes.
Defense Logistics Agency (DLA)	A logistics combat support agency whose primary role is to provide supplies and services to America’s military forces worldwide.

Desired Delivery Date	The specific date by which delivery of a shipment should be accomplished by the contractor at the CONUS destination or CONUS air / water terminal.
Depot (DLA Distribution)	A storage, receipt, issue, packing, preservation, and worldwide transportation location.
Detention	A charge made on a contractor conveyance held by or for a consignor or consignee beyond the allowable free time for loading or unloading, for forwarding directions, or for any other purpose authorized and documented by the consignor or consignee. Charges for detention are in addition to all other lawful transportation charges.
Diversions	Change in the place of delivery, while in transit, within the original destination point; change in the original destination point; or any other change in delivery that requires an additional movement of the shipment.
Dropframe	A single drop deck/single step deck trailer with 2 and 3 axles, with and without air ride. The dropframe trailer equipment codes are found in the MTMC Standard Tender Instruction Publication No. 364-C, page 30, Item 500, paragraph 13, and consists of the following: AH2 - Dropframe trailer, drop/step deck, 2 axles AH3 - Dropframe trailer, drop/step deck, 3 axles AI2 - Dropframe trailer, drop/step deck, air ride, 2 axles AI3 - Dropframe trailer, drop/step deck, air ride, 3 axles Double drop lowboys and RGN's are not required equipment
Dropping	See Spotting
Electronic Commerce	Conducting business transactions and information exchange using automation and telecommunications without paper documents.
Electronic Data Interchange (EDI)	Computer to computer exchange of business data, using standards jointly developed by standard groups such as the American National Standards Institute (ANSI) or the Electronic Data Interchange Agency.
Emergency	Any situation that would prevent a shipment from safely reaching its destination, such as undue delay caused by accidents, equipment failure, civil disturbance, labor strikes, or natural disasters.
Exclusive Use	For truckload movements only, a vehicle devoted solely to the transportation of the shipment, without the breaking of seals or locks and without the transfer of lading for the carrier's convenience.
Expedited Service	The immediate dispatch of a shipment in continuous line-haul service within legal parameters as stated in CFR, Title 49, Part 395, to meet the RDD specified by the shipper on the BOL.
Food, Fresh, Frozen, or Requiring Refrigeration	Perishable commodities; freight which is subject to decay or deterioration without freezing or chilling. Fresh produce is generally considered a perishable vegetable or fruit.
Freight Charge	Payment due for the transportation of the freight.
Fully Palletized	A shipment will be considered as "fully palletized" when at least 90 percent of the shipment weight (exclusive of pallet weight) is loaded on pallets.
Government Representative	A person who is employed by or under contract to, the Federal Government and is authorized to ship or receive freight.
Hazardous Material or Hazardous Substance	A substance or material that has been determined by the Secretary of Transportation to be capable of posing an unreasonable risk to health, safety, and property when transported in commerce and that has been so designated. The term includes hazardous substances, hazardous wastes, marine pollutants, elevated temperature materials, material designated as hazardous under the provisions of the Code of Federal Regulations (CFR) Title 49, Parts 172.101 and 172.102, and materials that meet the defining criteria for hazard class and divisions in CFR Title 49, Part 173.
Holidays	New Year's Day, Martin Luther King Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, Christmas Day.

Intact	A shipment is delivered Intact when it is delivered in the same condition as it was at the time of pickup; including without loss or damage to the shipment.
Interline	Transportation services performed by more than one contractor, with the contractor issuing the rate tender responsible for all loss, damage and overcharge claims. The interline contractors merely act as agents for the contractor submitting the tender.
Interstate	Between states.
In-Transit Visibility (ITV)	The ability to track the identity, status, and location of DOD unit and nonunit cargo (excluding bulk petroleum, oils, and lubricants) and passengers; medical patients; and personal property from origin to receiver or destination established by the Commanders In Chief, Military Services, or DOD agencies during peace, contingencies, and war.
Intrastate	Within a state.
Joint Line-haul	Transportation services performed by more than one contractor, each contractor receiving a division of the revenue, and each being responsible for loss, damage, and overcharge claims for the entire shipment.
Lading	The freight in a truck
Lane	Movement of freight from a specific origin point(s) or groups of states to specific destinations(s) or groups of states.
Lease	A contract or arrangement in which an equipment owner grants the use of the equipment, with or without a driver, for a specified period of time to an authorized carrier for use in the regulated transportation of property, in exchange for compensation.
Less Than Truckload (LTL)	A quantity of cargo less than that required for the application of a truckload rate. LTL rates will generally apply on shipments weighing up to, and including, 14,999 pounds.
Line-haul	Transportation of freight over contractor routes from point of origin to destination, excluding local pickup, delivery, and switching service.
Loading	Movement of cargo (vehicles or other articles) past the tailgate, or onto the bed of a trailer, of the vehicle or past the vehicle loading ramp, or over the side of a flatbed, or the removal of lading from a ramp extending into the trailer, as well as the stowing, securing, and tying down of the lading within such vehicle. Also the attaching or coupling of a vehicle or vehicles to another vehicle for purposes of towing vehicles. This includes the attaching and securing of a tow-bar or other device to both vehicles for purposes of combining the vehicles to form a highway train. Loading or coupling includes furnishing to the contractor the BOL, forwarding instructions, and/or other documentation necessary for forwarding and completion of the transportation requested.
Military Services	The Army, Navy, Air Force, Marine Corps, and Coast Guard.
Military Traffic Management Command (MTMC)	An Army major command and USTRANSCOM component that provides cargo, passenger, and personal property traffic management services to all DOD Components.
Operating Authority	An authorization issued by the appropriate regulatory body for a commercial contractor to perform transportation service, sometimes within specific limitations.
Ordering Officer	The shipper's representative who initiates the request for services.
Other Dangerous Articles	Includes, but not be limited to, the following: Flammable Liquids, Flammable Solids, Oxidizing Materials, Corrosive Liquids, Compressed Gases, and Poisonous Substances.
Overage	Any article of freight (packaged or loose) that is found to be in excess of the quantity recorded on the BOL, manifest, or other government documentation covering the shipment.

Overdimensional	A shipment will be considered to be overdimensional when it contains one or more non-divisible articles which measure in excess of 576 inches (48 feet) in length (OVERLENGTH), 102 inches (8 feet 6 inches) in width (OVERWIDTH), or 162 inches (13 feet 6 inches) in height from the ground to the top of the article after loading (OVERHEIGHT). Exception: A shipment will not be considered overlength for interstate or intrastate movements, when the gross length dimensions of the tractor and loaded semi-trailer combination are within the maximum gross length for such equipment combination on interstate and federally designated highways or other state highways and supplemental routes.
Overweight	A shipment will be considered to be overweight when it contains a non-divisible article which exceeds 48,000 pounds (45,000 pounds when loaded on low boy equipment).
Pickup	The process of the contractor obtaining the shipment from the shipper.
Priority	Precedence for movement of traffic.
Proof of Delivery	The date and signature of the designated receiver listed on the delivery manifest, certifying the condition of the item and the date received. The proof of delivery established transfer of custody and liability to the receiver.
Protecting from Elements	For truckload shipments moved via flatbed or open vehicles, the contractor will cover shipments with tarpaulins when applicable. Also includes but not limited to protection from the cold/heat, moisture, and sand.
Qualified Contractor Representative	Person employed by a contractor or terminal involved in the handling of DOD shipments moving in security service and <ul style="list-style-type: none"> a. Designated by contractor or terminal management to attend a transportation conveyance. b. Aware of the sensitivity of DOD material moving under transportation protective service(s). c. Knowledgeable of the safety, security, and emergency procedures that must be followed. d. Authorized to move a transportation conveyance and has the means and ability to do so. e. When providing TPS, cleared under the DOD Industrial Security Program to handle CIS shipments and who has contractor-issued identification.
Rate	The charge for transporting freight.
Reconsignment	A change made in the consignment of a shipment before its arrival at the billed destination. Also, a change made in the consignment of a shipment after its arrival at the billed destination, when the change was accomplished under conditions which make it subject to a carrier's diversion or reconsignment rules and charges. See Diversion
Refuge Location	A DOD activity that meets all statutory requirements for storing classified or protected (sensitive) material, excluding Divisions 1.1, 1.2, 1.3 ammunition, explosives, fireworks, and which can provide security for such shipments in emergencies. NOTE: A refuge location is for security purposes, to secure sensitive shipments.
Released Value Rate	Rate applied to a shipment that specifically limits contractor liability in case of loss or damage.
Required Delivery Date (RDD)	The calendar date when material is required by the receiver/requisitioner.
Route Order	Shipping order issued by a routing officer specifying the mode of transportation, contractor to move the shipment, applicable rate, minimum shipment weight, contract authority and any pertinent Routing Instruction Notes.

Safe Haven	Protected area specifically provided for and approved in writing by local, state or Federal Government authorities for the parking of unattended vehicles containing sensitive material.
Secure Holding Area	Assistance provided by an installation to a contractor's vehicle transporting sensitive or classified cargo that arrives after hours or provided at the discretion of an installation commander to a vehicle in transit when no emergency exists.
Securing the Load	Ensuring that cargo is placed on contractor conveyances with proper blocking and bracing; straps and fasteners; or chains and binders.
Security Cage	Structure fabricated of steel grating that can be used for temporary storage of classified or protected material within low security structures, including contractor terminals.
Security Classification	A category to which national security information and materiel is assigned by the United States Government to denote the degree of damage that unauthorized disclosure could cause the national defense or foreign relations of the United States and to denote the degree of protection required. There are three such categories: <u>Top Secret</u> – National security information or materiel that requires the highest degree of protection and the unauthorized disclosure of which could cause exceptionally grave damage to the national security. <u>Secret</u> – National security information or materiel that requires a substantial degree of protection and the unauthorized disclosure of which could cause serious damage to the national security. <u>Confidential</u> – National security information or materiel that requires protection and the unauthorized disclosure of which could cause damage to the national security.
Sensitive Cargo	Small arms, ammunition, and explosives that are a definite threat to public safety and can be used by militant, revolutionary, criminal, or other elements for civil disturbances, domestic unrest, or criminal actions.
Shipment	Quantity of freight tendered for transportation by one shipper at one location, on one day, on one BOL, for delivery to one receiver at one destination.
Shipper	See Government representative; origin; consignor.
Shortage	The condition that exists when the number of pieces of freight (packaged or loose) received is less than the number recorded on the applicable BOL or governing document.
Single (direct route) Line-haul	All transportation services performed by the contractor submitting the rate tender.
Spotting	Placing a trailer at a specific site designated by shipper, receiver, or other designated party. It means detaching the trailer and leaving the trailer in full possession of shipper, receiver or other designated party, unattended by a power-unit (tractor).
Straight Truck	Any vehicle without a detachable power unit.
Standard Point Location Code (SPLC)	A code designed to provide each point originating freight and each point receiving freight with a unique code number so constructed as to identify the point within a geographic location.
Surcharge	A charge above the usual or customary charge.
Surge	An unexpected sudden increase in traffic requirements, to include response to natural disasters, humanitarian assistance support, etc., above and beyond the normally identified tonnage that materializes at a specific origin, within a lane.
Tractor	Mechanically powered unit used to propel or draw a trailer or trailers on the highway.
Tariff	A publication containing rates, rules, regulations, and charges applying to commercial/military transportation and accessorial services.

Tender	A typed or electronic voluntary or negotiated offer by a qualified carrier to provide transportation service to the U.S. Government at specified rates or charges and submitted by the carrier to a central authority for official acceptance and authorization for use to route traffic.
Tracing	Action to determine the location of a shipment.
Trailer-on-Flatcar	Method of moving cargo which involves transporting semi-trailers on railroad flat cars.
Transportation Agent	Person(s) (military or civilian) designated or appointed by the Transportation Officer to perform traffic management functions.
Transportation Control Number (TCN)	A 17-digit position alpha-numeric character set assigned to control a shipment throughout the transportation cycle of the Defense Transportation System.
Transportation Discrepancies	Any deviations in a shipment received; e.g., quantity, condition, documentation, or deficiencies.
Transportation Discrepancy Report (TDR)	A reporting form, the Standard Form (SF) 361, used to report loss and damage information for particular shipment.
Transportation Officer (TO)	A person(s) designated or appointed by the installation commander or other appropriate authority to perform traffic management functions. The official at an activity who is appointed as Installation Transportation Officer (ITO), Traffic Manager (TM), Traffic Management Officer (TMO), Passenger Transportation Officer (PTO), Movement Control Team (MCT), or Branch Movement Control Team (BMCT).
Transportation Protective Service (TPS)	A commercial contractor service performed according to prescribed DOD security standards that provides in-transit physical security for shipments of SECRET, CONFIDENTIAL, or sensitive materiel.
Truckload	A quantity of cargo required for the application of a truckload rate. Also a motor vehicle loaded to its carrying capacity. Truckload rates will generally apply to shipments weighing 15,000 pounds or more.
Trip Lease	A vehicle lease of 30 days or less in duration between a contractor and a leasing agent involving the power unit of a vehicle.
Unloading	Unloading or uncoupling is the removal or detachment of cargo at destination and includes signing the delivery receipt and/or other documentation the contractor requires for billing purposes and notifying the contractor that the vehicle is released.
Vehicle	Motor vehicle, freight or passenger, including DOD-owned trailers, semi-trailers, and tractor-trailer combinations, loaded or empty.

Addendum 2

TAILORED TRANSPORTATION CONTRACT GOVERNMENT QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)

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

2. GOVERNMENT SURVEILLANCE.

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

b. CORs or ACORs will be designated from each major contract user to monitor daily contractor performance. CORs or ACORs will be designated in writing and provided a copy of the contract and this surveillance plan. CORs or ACORs will:

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

Note: CORs or ACORs may often be the TO at a Shipper Location.

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

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

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

- (1) Contractor monthly and quarterly reports.
- (2) Random Data Validation. CORs/ACORs will randomly validate performance standards data captured in the contractor's monthly and quarterly reports.
- (3) Information Management System (IMS). The government's IMS (GFM, DSS, PowerTrack, other) will capture and self-document performance data information for some of the Performance Standards identified in the PWS. The COR/ACOR will generate Performance Reports through the IMS to evaluate performance

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

4. PERFORMANCE REVIEWS AND EVALUATIONS.

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

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

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

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

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

Performance Requirements Summary with Surveillance

Performance Rqmt (Paragraph)	Measure	Standard	Surveillance	Performance Monitor
C.4.2.2 Order Acceptance/Pickup	Provision within 24 hours of order	95%	Contractor Reports, GFM/DSS, PowerTrack	COR, TO

C.4.2.3 On-Time Delivery	Meets Desired Delivery Date	95%	Contractor Reports, GFM/DSS, PowerTrack	COR, TO
C.4.2.4	Delivery without loss or damage	95%	Contractor Reports, GFM/DSS, PowerTrack	COR, TO
C.4.3a	Clean, Safe, Odor free equipment	95%	By Exception	TO
C.4.3b	Type of Equipment ordered	98%	By Exception	TO
C.4.5	Carrier Equipment Pool	97%	By Exception	TO
C.4.11	Exclusive Use of Equipment	100%	By Exception	TO
C.4.12.1	Expedited Service RDD met	100%	Contractor Reports, GFM/DSS, PowerTrack	TO
C.4.18a	Pickup outside of Normal Hours	100%	Contractor Reports, GFM/DSS, PowerTrack	TO
C.4.18b	Delivery outside of Normal Hours	95%	Contractor Reports, GFM/DSS, PowerTrack	TO
C.4.29.1	Reports delivered when due	95%, NMT 5 bus. days late	Deliverable log/record	COR, TO
C.4.30.2	ITV response to status query, 1 hr	98%	By Exception	TO
C.4.30.4a	GTN Input error rate	Not to exceed 2% error rate	GTN	COR
C.4.30.4b	GTN input on time for Expedited Service	95%	GTN	COR
C.4.30.4c	GTN input on time for Normal Service	95%	GTN	COR

COR Contracting Officer's Representative
 ACOR Alternate Contracting Officer's Representative
 TO Transportation Officer
 IMS Information Management System

Note: 'By Exception' means that performance at or above AQL will be assumed for those measures and standards so noted, unless evidence of failure to meet the requirement is provided by Shipper or Receiver TO. The number of

instances divided by the total services provided will determine applicable percentages. This is being used because the IMS, as evaluated during the IPT, does not currently capture these data items, and the only means of obtaining them will be by TO/Performance Monitor providing them by some means—see earlier discussion on a user friendly, region-based, web-based input capability.

PERFORMANCE EVALUATION SHEET

DATE:

1. PERFORMANCE MONITOR:

2. EVALUATION PERIOD:

3. PERFORMANCE AREA:

4. RELATED PERFORMANCE OBJECTIVE:

5. PWS PARAGRAPH NUMBER:

6. SOURCE OF INFORMATION:

7. SUMMARY OF PERFORMANCE

8. CONTRACTOR PERSONNEL CONTACTED:

9. REMARKS: