

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER		PAGE 1 OF 27	
2. CONTRACT NO. HTC71124DW026P00002		3. AWARD/EFFECTIVE DATE 01-Aug-2024		4. ORDER NUMBER		5. SOLICITATION NUMBER HTC71123RW003	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME SARAH L ALBERS				b. TELEPHONE NUMBER (No Collect Calls) 618-817-9481	
8. OFFER DUE DATE/LOCAL TIME 04:00 PM 19 Dec 2023							
9. ISSUED BY USTRANSCOM-AQ - HTC711 508 SCOTT DR SCOTT AFB IL 62225-5357 TEL: CONTACT BUYER FAX: CONTACT BUYER		CODE HTC711		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR: WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM EDWOSB 8(A) NAICS: 483111 SIZE STANDARD: 1,050			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS N/A		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING	
						14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP	
15. DELIVER TO SEE SCHEDULE		CODE		16. ADMINISTERED BY SEE ITEM 9			
17a. CONTRACTOR/ OFFEROR SCHUYLER LINE NAVIGATION CO LLC CHRISTOPHER HUGHES 130 SEVERN AVE STE 201 ANNAPOLIS MD 21403-2612 TELEPHONE NO. 410-216-9281		CODE 6U8J1		FACILITY CODE		18a. PAYMENT WILL BE MADE BY HQ SDDC - F3ST21 HQ SDDC ARMY DET 1 SOLDIER WAY BLDG 1900W SCOTT AFB IL 62225-5006	
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE						
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only) EST	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED <input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.					<input checked="" type="checkbox"/> 29. AWARD OF CONTRACT: REF. OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: SEE SCHEDULE		
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) SHANDA LYMAN / CONTRACTING OFFICER TEL: 618-817-9484 EMAIL: shanda.l.lyman.civ@mail.mil		31c. DATE SIGNED 14-Jun-2024	

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)				PAGE 2 OF 27			
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
<p>SEE SCHEDULE</p>							
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____							
32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE				32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE					32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
					32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
33. SHIP NUMBER		34. VOUCHER NUMBER		35. AMOUNT VERIFIED CORRECT FOR		36. PAYMENT	
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL						<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	
38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER		40. PAID BY			
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER				42a. RECEIVED BY <i>(Print)</i>			
				41c. DATE		42c. DATE REC'D <i>(YY/MM/DD)</i>	

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	NSGB-2 Sealift Transportation Services FP-EPA Provide regularly scheduled ocean and intermodal transportation of containerized and breakbulk cargo between Jacksonville/Blount Island, Florida (JaxPort/CONUS) and US Naval Station Guantanamo Bay, Cuba (NSGB). Individual line item rates are listed in Attachment 10, NSGB-2 Rate and Pricing Schedule, and within the Carrier Analysis Rate Evaluation Service Application (CARE SA). Period of Performance: 1 August 2024 - 31 July 2025 FOB: Destination V115	12	Months		EST
				NET AMT	(EST.)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001 OPTION	NSGB-2 Sealift Transportation Services FP-EPA Provide regularly scheduled ocean and intermodal transportation of containerized and breakbulk cargo between Jacksonville/Blount Island, Florida (JaxPort/CONUS) and US Naval Station Guantanamo Bay, Cuba (NSGB). Individual line item rates are listed in Attachment 10, NSGB-2 Rate and Pricing Schedule, and within the Carrier Analysis Rate Evaluation Service Application (CARE SA). Period of Performance: 1 August 2025 - 31 July 2026 FOB: Destination V115	12	Months		EST
				NET AMT	(EST.)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001		12	Months		EST
OPTION	NSGB-2 Sealift Transportation Services FP-EPA Provide regularly scheduled ocean and intermodal transportation of containerized and breakbulk cargo between Jacksonville/Blount Island, Florida (JaxPort/CONUS) and US Naval Station Guantanamo Bay, Cuba (NSGB). Individual line item rates are listed in Attachment 10, NSGB-2 Rate and Pricing Schedule, and within the Carrier Analysis Rate Evaluation Service Application (CARE SA). Period of Performance: 1 August 2026 - 31 July 2027 FOB: Destination V115				
				NET AMT	(EST.)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001		12	Months		EST
OPTION	NSGB-2 Sealift Transportation Services FP-EPA Provide regularly scheduled ocean and intermodal transportation of containerized and breakbulk cargo between Jacksonville/Blount Island, Florida (JaxPort/CONUS) and US Naval Station Guantanamo Bay, Cuba (NSGB). Individual line item rates are listed in Attachment 10, NSGB-2 Rate and Pricing Schedule, and within the Carrier Analysis Rate Evaluation Service Application (CARE SA). Period of Performance: 1 August 2027 - 31 July 2028 FOB: Destination V115				
				NET AMT	(EST.)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001		12	Months		EST
OPTION	NSGB-2 Sealift Transportation Services FP-EPA Provide regularly scheduled ocean and intermodal transportation of containerized and breakbulk cargo between Jacksonville/Blount Island, Florida (JaxPort/CONUS) and US Naval Station Guantanamo Bay, Cuba (NSGB). Individual line item rates are listed in Attachment 10, NSGB-2 Rate and Pricing Schedule, and within the Carrier Analysis Rate Evaluation Service Application (CARE SA). Period of Performance: 1 August 2028 - 31 July 2029 FOB: Destination V115				
				NET AMT	(EST.)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5001		6	Months		EST
OPTION	NSGB-2 Sealift Transportation Services FP-EPA Provide regularly scheduled ocean and intermodal transportation of containerized and breakbulk cargo between Jacksonville/Blount Island, Florida (JaxPort/CONUS) and US Naval Station Guantanamo Bay, Cuba (NSGB). Pricing for the six-month extension of services period will be based on half of the proposed price of the final option period. The Attachment 10, NSGB-2 Rate and Pricing Schedule, will automatically populate the prices. Six-Month Extension: 1 August 2029 - 31 January 2030 FOB: Destination V115				
				NET AMT	(EST.)

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
1001	Destination	Government	Destination	Government

2001	Destination	Government	Destination	Government
3001	Destination	Government	Destination	Government
4001	Destination	Government	Destination	Government
5001	Destination	Government	Destination	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
0001	POP 01-AUG-2024 TO 31-JUL-2025	N/A	N/A FOB: Destination	
1001	POP 01-AUG-2025 TO 31-JUL-2026	N/A	N/A FOB: Destination	
2001	POP 01-AUG-2026 TO 31-JUL-2027	N/A	N/A FOB: Destination	
3001	POP 01-AUG-2027 TO 31-JUL-2028	N/A	N/A FOB: Destination	
4001	POP 01-AUG-2028 TO 31-JUL-2029	N/A	N/A FOB: Destination	
5001	POP 01-AUG-2029 TO 31-JAN-2030	N/A	N/A FOB: Destination	

CLAUSES INCORPORATED BY REFERENCE

52.203-3	Gratuities	APR 1984
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 2020
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-13	System for Award Management Maintenance	OCT 2018
52.204-18	Commercial and Government Entity Code Maintenance	AUG 2020
52.204-19	Incorporation by Reference of Representations and Certifications.	DEC 2014
52.204-21	Basic Safeguarding of Covered Contractor Information Systems	NOV 2021
52.212-4	Contract Terms and Conditions--Commercial Products and Commercial Services	DEC 2022
52.216-4	Economic Price Adjustment-Labor and Material	JAN 2017
52.216-21	Requirements	OCT 1995
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011
52.223-10	Waste Reduction Program	MAY 2011
52.229-3	Federal, State And Local Taxes	FEB 2013
52.229-6	Taxes--Foreign Fixed-Price Contracts	FEB 2013

52.232-18	Availability Of Funds	APR 1984
52.232-23	Assignment Of Claims	MAY 2014
52.242-13	Bankruptcy	JUL 1995
52.242-15	Stop-Work Order	AUG 1989
52.246-4	Inspection Of Services--Fixed Price	AUG 1996
52.247-21	Contractor Liability for Personal Injury and/or Property Damage	APR 1984
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	APR 2012
52.249-8 Alt I	Default (Fixed-Price Supply and Service) (Apr 1984) - Alternate I	APR 1984
52.251-1	Government Supply Sources	APR 2012
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	DEC 2022
252.203-7003	Agency Office of the Inspector General	AUG 2019
252.204-7000	Disclosure Of Information	OCT 2016
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004	Antiterrorism Awareness Training for Contractors	JAN 2023
252.204-7009	Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information	JAN 2023
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support	JAN 2023
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services	JAN 2023
252.204-7020	NIST SP 800-171 DoD Assessment Requirements	JAN 2023
252.205-7000	Provision Of Information To Cooperative Agreement Holders	JUN 2023
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Country that is a State Sponsor of Terrorism	MAY 2019
252.222-7002	Compliance With Local Labor Laws (Overseas)	JUN 1997
252.223-7002	Safety Precautions For Ammunition And Explosives	MAY 1994
252.223-7003	Changes In Place Of Performance--Ammunition And Explosives	DEC 1991
252.225-7041	Correspondence in English	JUN 1997
252.225-7043	Antiterrorism/Force Protection Policy for Defense Contractors Outside the United States	JUN 2015
252.225-7056	Prohibition Regarding Business Operations with the Maduro Regime	JAN 2023
252.226-7001	Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	JAN 2023
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	DEC 2018
252.232-7008	Assignment of Claims (Overseas)	JUN 1997
252.232-7010	Levies on Contract Payments	DEC 2006
252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel	JAN 2023
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	DEC 2022
252.244-7000	Subcontracts for Commercial Products or Commercial Services	JAN 2023
252.247-7025	Reflagging or Repair Work	JUN 2005
252.247-7027	Riding Gang Member Requirements	MAY 2018
252.251-7000	Ordering From Government Supply Sources	AUG 2012

CLAUSES INCORPORATED BY FULL TEXT

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (MAY 2024)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities (DEC 2023) (Section 1634 of Pub. L. 115-91).

(3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015).

(5) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (MAR 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801).

(6) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(7) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(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 products and commercial services: [Contracting Officer check as appropriate.]

X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUN 2020), with Alternate I (NOV 2021) (41 U.S.C. 4704 and 10 U.S.C. 4655).

X (2) 52.203-13, Contractor Code of Business Ethics and Conduct (NOV 2021) (41 U.S.C. 3509).

___ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

___ (4) 52.203-17, Contractor Employee Whistleblower Rights (NOV 2023) (41 U.S.C. 4712); this clause does not apply to contracts of DoD, NASA, the Coast Guard, or applicable elements of the intelligence community--see FAR 3.900(a).

X (5) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUN 2020) (Pub. L. 109-282) (31 U.S.C. 6101 note).

___ (6) [Reserved]

___ (7) 52.204-14, Service Contract Reporting Requirements (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

___ (8) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

X (9) 52.204-27, Prohibition on a ByteDance Covered Application (JUN 2023) (Section 102 of Division R of Pub. L. 117-328).

___ (10) 52.204-28, Federal Acquisition Supply Chain Security Act Orders--Federal Supply Schedules, Governmentwide Acquisition Contracts, and Multi-Agency Contracts. (DEC 2023) (Pub. L. 115-390, title II).

X (11)(i) 52.204-30, Federal Acquisition Supply Chain Security Act Orders--Prohibition. (DEC 2023) (Pub. L. 115-390, title II).

___ (ii) Alternate I (DEC 2023) of 52.204-30.

X (12) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (NOV 2021) (31 U.S.C. 6101 note).

X (13) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (OCT 2018) (41 U.S.C. 2313).

___ (14) [Reserved]

___ (15) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (OCT 2022) (15 U.S.C. 657a).

___ (16) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2022) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

___ (17) [Reserved]

X (18)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2020) (15 U.S.C. 644).

___ (ii) Alternate I (MAR 2020) of 52.219-6.

___ (19)(i) 52.219-7, Notice of Partial Small Business Set-Aside (NOV 2020) (15 U.S.C. 644).

___ (ii) Alternate I (MAR 2020) of 52.219-7.

X (20) 52.219-8, Utilization of Small Business Concerns (FEB 2024) (15 U.S.C. 637(d)(2) and (3)).

___ (21)(i) 52.219-9, Small Business Subcontracting Plan (SEP 2023) (15 U.S.C. 637(d)(4)).

___ (ii) Alternate I (NOV 2016) of 52.219-9.

___ (iii) Alternate II (NOV 2016) of 52.219-9.

___ (iv) Alternate III (JUN 2020) of 52.219-9.

___ (v) Alternate IV (SEP 2023) of 52.219-9.

___ (22) (i) 52.219-13, Notice of Set-Aside of Orders (MAR 2020) (15 U.S.C. 644(r)).

____ (ii) Alternate I (MAR 2020) of 52.219-13.

____ (23) 52.219-14, Limitations on Subcontracting (OCT 2022) (15 U.S.C. 657s).

____ (24) 52.219-16, Liquidated Damages—Subcontracting Plan (SEP 2021) (15 U.S.C. 637(d)(4)(F)(i)).

____ (25) 52.219-27, Notice of Set-Aside for, or Sole-Source Award to, Service-Disabled Veteran-Owned Small Business (SDVOSB) Concerns Eligible Under the SDVOSB Program (FEB 2024) (15 U.S.C. 657f).

X (26) (i) 52.219-28, Post-Award Small Business Program Rerepresentation (FEB 2024) (15 U.S.C. 632(a)(2)).

____ (ii) Alternate I (MAR 2020) of 52.219-28.

____ (27) 52.219-29, Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (OCT 2022) (15 U.S.C. 637(m)).

____ (28) 52.219-30, Notice of Set-Aside for, or Sole-Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (OCT 2022) (15 U.S.C. 637(m)).

____ (29) 52.219-32, Orders Issued Directly Under Small Business Reserves (MAR 2020) (15 U.S.C. 644(r)).

____ (30) 52.219-33, Nonmanufacturer Rule (SEP 2021) (15 U.S.C. 657s).

X (31) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).

____ (32) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (FEB 2024) (E.O. 13126).

X (33) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

X (34)(i) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).

____ (ii) Alternate I (FEB 1999) of 52.222-26.

X (35)(i) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).

____ (ii) Alternate I (JUL 2014) of 52.222-35.

X (36)(i) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).

____ (ii) Alternate I (JUL 2014) of 52.222-36.

____ (37) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).

X (38) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

____ (39)(i) 52.222-50, Combating Trafficking in Persons (NOV 2021) (22 U.S.C. chapter 78 and E.O. 13627).

____ (ii) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

X (40) 52.222-54, Employment Eligibility Verification (MAY 2022). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR 22.1803.)

____ (41)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

____ (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

____ (42) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (MAY 2024) (42 U.S.C. 7671, et seq.).

____ (43) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (MAY 2024) (42 U.S.C. 7671, et seq.).

____ (44) 52.223-20, Aerosols (MAY 2024) (42 U.S.C. 7671, et seq.).

____ (45) 52.223-21, Foams (MAY 2024) (42 U.S.C. 7671, et seq.).

____ (46) 52.223-23, Sustainable Products and Services (MAY 2024) (E.O. 14057, 7 U.S.C. 8102, 42 U.S.C. 6962, 42 U.S.C. 8259b, and 42 U.S.C. 76711).

X (47) (i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

____ (ii) Alternate I (JAN 2017) of 52.224-3.

____ (48) (i) 52.225-1, Buy American--Supplies (OCT 2022) (41 U.S.C. chapter 83).

____ (ii) Alternate I (OCT 2022) of 52.225-1.

____ (49) (i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (NOV 2023) (19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, 19 U.S.C. chapter 29 (sections 4501-4732), Public Law 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

____ (ii) Alternate I [Reserved].

____ (iii) Alternate II (DEC 2022) of 52.225-3.

____ (iv) Alternate III (FEB 2024) of 52.225-3.

____ (v) Alternate IV (OCT 2022) of 52.225-3.

X (50) 52.225-5, Trade Agreements (NOV 2023) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

X (51) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

____ (52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).

____ (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150).

____ (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42 U.S.C. 5150).

X (55) 52.226-8, Encouraging Contractor Policies to Ban Text Messaging While Driving (MAY 2024) (E.O. 13513).

____ (56) 52.229-12, Tax on Certain Foreign Procurements (FEB 2021).

____ (57) 52.232-29, Terms for Financing of Purchases of Commercial Products and Commercial Services (NOV 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).

____ (58) 52.232-30, Installment Payments for Commercial Products and Commercial Services (NOV 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).

X (59) 52.232-33, Payment by Electronic Funds Transfer--System for Award Management (OCT 2018) (31 U.S.C. 3332).

____ (60) 52.232-34, Payment by Electronic Funds Transfer--Other than System for Award Management (JUL 2013) (31 U.S.C. 3332).

____ (61) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

____ (62) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

____ (63) 52.242-5, Payments to Small Business Subcontractors (JAN 2017)(15 U.S.C. 637(d)(13)).

X (64) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (NOV 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631).

____ (ii) Alternate I (APR 2003) of 52.247-64.

____ (iii) Alternate II (NOV 2021) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services: [Contracting Officer check as appropriate.]

X (1) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67).

____ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

X (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (Multiple Year and Option Contracts) (AUG 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

____ (4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

____ (5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (MAY 2014) (41 U.S.C. chapter 67).

____ (6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (MAY 2014) (41 U.S.C. chapter 67).

X (7) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022) (E.O. 13658).

X (8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).

_____ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (JUN 2020) (42 U.S.C. 1792).

(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, as defined in FAR 2.101, on the date of award of this contract, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

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

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

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

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

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (NOV 2021) (41 U.S.C. 3509).

(ii) 52.203-17, Contractor Employee Whistleblower Rights (NOV 2023) (41 U.S.C. 4712).

(iii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iv) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities (DEC 2023) (Section 1634 of Pub. L. 115-91).

(v) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(vi) 52.204-27, Prohibition on a ByteDance Covered Application (JUN 2023) (Section 102 of Division R of Pub. L. 117-328).

(vii)(A) 52.204-30, Federal Acquisition Supply Chain Security Act Orders--Prohibition. (DEC 2023) (Pub. L. 115-390, title II).

(B) Alternate I (DEC 2023) of 52.204-30.

(viii) 52.219-8, Utilization of Small Business Concerns (FEB 2024) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts

to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ix) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

(x) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).

(xi) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).

(xii) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).

(xiii) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).

(xiv) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(xv) 52.222-41, Service Contract Labor Standards (AUG 2018), (41 U.S.C. chapter 67).

(xvi) _____ (A) 52.222-50, Combating Trafficking in Persons (NOV 2021) (22 U.S.C. chapter 78 and E.O. 13627).

_____ (B) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

(xvii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (MAY 2014) (41 U.S.C. chapter 67.)

(xviii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (MAY 2014) (41 U.S.C. chapter 67)

(xix) 52.222-54, Employment Eligibility Verification (MAY 2022) (E. O. 12989).

(xx) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022) (E.O. 13658).

(xxi) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).

(xxii) (A) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

(B) Alternate I (JAN 2017) of 52.224-3.

(xxiii) 52.225-26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).

(xxiv) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (JUN 2020) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxv) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (MAR 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801). Flow down required in accordance with paragraph (c) of 52.232-40.

(xxvi) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (NOV 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

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

(End of clause)

52.216-18 ORDERING. (AUG 2020)

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from **1 August 2024** through **the term of the contract**.
- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- (c) A delivery order or task order is considered "issued" when--
 - (1) If sent by mail (includes transmittal by U.S. mail or private delivery service), the Government deposits the order in the mail;
 - (2) If sent by fax, the Government transmits the order to the Contractor's fax number; or
 - (3) If sent electronically, the Government either--
 - (i) Posts a copy of the delivery order or task order to a Government document access system, and notice is sent to the Contractor; or
 - (ii) Distributes the delivery order or task order via email to the Contractor's email address.
- (d) Orders may be issued by methods other than those enumerated in this clause only if authorized in the contract.

(End of clause)

52.216-19 ORDER LIMITATIONS (OCT 1995)

- (a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than **1 Forty Foot Equivalent Unit (FEU) or 1 Measurement Ton (40 Cubic Feet)**, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
- (b) Maximum order. The Contractor is not obligated to honor -
 - (1) Any order for a single item in excess of **the capacity of the vessel**;
 - (2) Any order for a combination of items in excess of **70 FEUs, including 20 refrigerated containers and 2000 square feet of breakbulk cargo**; or
 - (3) A series of orders from the same ordering office within **3** days that together call for quantities exceeding the limitation in paragraph (b) (1) or (2) of this section.
- (c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

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

(End of clause)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 calendar days of contract expiration.

(End of clause)

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

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days before the contract expires; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 66 months (includes 6 month extension).

(End of clause)

52.219-14 LIMITATIONS ON SUBCONTRACTING (DEVIATION 2021-O0008) (FEB 2023)

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) Definition. "Similarly situated entity," as used in this clause, means a first-tier subcontractor, including an independent contractor, that—

(1) Has the same small business program status as that which qualified the prime contractor for the award (e.g., for a small business set-aside contract, any small business concern, without regard to its socioeconomic status); and

(2) Is considered small for the size standard under the North American Industry Classification System (NAICS) code the prime contractor assigned to the subcontract.

(c) Applicability. This clause applies only to—

(1) Contracts that have been set aside for any of the small business concerns identified in 19.000(a)(3);

(2) Part or parts of a multiple-award contract that have been set aside for any of the small business concerns identified in 19.000(a)(3);

(3) Contracts that have been awarded on a sole-source basis in accordance with subparts 19.8, 19.13, 19.14, and 19.15;

(4) Orders expected to exceed the simplified acquisition threshold and that are—

- (i) Set aside for small business concerns under multiple-award contracts, as described in 8.405-5 and 16.505(b)(2)(i)(F); or
 - (ii) Issued directly to small business concerns under multiple-award contracts as described in 19.504(c)(1)(ii);
- (5) Orders, regardless of dollar value, that are—
- (i) Set aside in accordance with subparts 19.8, 19.13, 19.14, or 19.15 under multiple-award contracts, as described in 8.405-5 and 16.505(b)(2)(i)(F); or
 - (ii) Issued directly to concerns that qualify for the programs described in subparts 19.8, 19.13, 19.14, or 19.15 under multiple-award contracts, as described in 19.504(c)(1)(ii); and
- (6) Contracts using the HUBZone price evaluation preference to award to a HUBZone small business concern unless the concern waived the evaluation preference.
- (d) Independent contractors. An independent contractor shall be considered a subcontractor.
- (e) Limitations on subcontracting. By submission of an offer and execution of a contract, the Contractor agrees that in performance of a contract assigned a North American Industry Classification System (NAICS) code for—
- (1) Services (except construction), it will not pay more than 50 percent of the amount paid by the Government for contract performance, excluding certain other direct costs and certain work performed outside the United States (see paragraph (e)(1)(i)), to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both services and supplies, the 50 percent limitation shall apply only to the service portion of the contract. The following services may be excluded from the 50 percent limitation:
 - (i) Other direct costs, to the extent they are not the principal purpose of the acquisition and small business concerns do not provide the service. Examples include airline travel, work performed by a transportation or disposal entity under a contract assigned the environmental remediation NAICS code 562910), cloud computing services, or mass media purchases.
 - (ii) Work performed outside the United States on awards made pursuant to the Foreign Assistance Act of 1961, or work performed outside the United States required to be performed by a local contractor.
 - (2) Supplies (other than procurement from a nonmanufacturer of such supplies), it will not pay more than 50 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both supplies and services, the 50 percent limitation shall apply only to the supply portion of the contract;
 - (3) General construction, it will not pay more than 85 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 85 percent subcontract amount that cannot be exceeded; or
 - (4) Construction by special trade contractors, it will not pay more than 75 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 75 percent subcontract amount that cannot be exceeded.
- (f) The Contractor shall comply with the limitations on subcontracting as follows:
- (1) For contracts, in accordance with paragraphs (c)(1), (2), (3) and (6) of this clause –
[Contracting Officer check as appropriate.]
 - X By the end of the base term of the contract and then by the end of each subsequent option period; or
 - ____ By the end of the performance period for each order issued under the contract.
 - (2) For orders, in accordance with paragraphs (c)(4) and (5) of this clause, by the end of the performance period for the order.
- (g) A joint venture agrees that, in the performance of the contract, the applicable percentage specified in paragraph (e) of this clause will be performed by the aggregate of the joint venture participants.
- (1) In a joint venture comprised of a small business protege and its mentor approved by the Small Business Administration, the small business protege shall perform at least 40 percent of the work performed by the joint venture. Work performed by the small business protege in the joint venture must be more than administrative functions.

(2) In an 8(a) joint venture, the 8(a) participant(s) shall perform at least 40 percent of the work performed by the joint venture. Work performed by the 8(a) participants in the joint venture must be more than administrative functions.

(End of clause)

52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 2014)

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

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION

Employee Class Monetary Wage-Fringe Benefits

Jacksonville, Florida

29010 - Blocker & Bracer	\$30.70
29020 - Hatch Tender	\$30.70
29030 - Line Handler	\$30.70
29041 - Stevedore I	\$28.60
29042 - Stevedore II	\$32.87

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

<https://www.acquisition.gov/browse/index/far>

(End of clause)

252.204-7012

252.204-7012 Safeguarding Covered Defense Information and Cyber Incident Reporting. (DEVIATION 2024-O0013 REVISION 1)

SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (MAY 2024) (DEVIATION 2024-O0013, REVISION 1)

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

Adequate security means protective measures that are commensurate with the consequences and probability of loss, misuse, or unauthorized access to, or modification of information.

Compromise means disclosure of information to unauthorized persons, or a violation of the security policy of a system, in which unauthorized intentional or unintentional disclosure, modification, destruction, or loss of an object, or the copying of information to unauthorized media may have occurred.

Contractor attributional/proprietary information means information that identifies the contractor(s), whether directly or indirectly, by the grouping of information that can be traced back to the contractor(s) (e.g., program description, facility locations), personally identifiable information, as well as trade secrets, commercial or financial information, or other commercially sensitive information that is not customarily shared outside of the company.

Controlled technical information means technical information with military or space application that is subject to controls on the access, use, reproduction, modification, performance, display, release, disclosure, or dissemination. Controlled technical information would meet the criteria, if disseminated, for distribution statements B through F using the criteria set forth in DoD Instruction 5230.24, Distribution Statements on Technical Documents. The term does not include information that is lawfully publicly available without restrictions.

Covered contractor information system means an unclassified information system that is owned, or operated by or for, a contractor and that processes, stores, or transmits covered defense information.

Covered defense information means unclassified controlled technical information or other information, as described in the Controlled Unclassified Information (CUI) Registry at <http://www.archives.gov/cui/registry/category-list.html>, that requires safeguarding or dissemination controls pursuant to and consistent with law, regulations, and Governmentwide policies, and is—

- (1) Marked or otherwise identified in the contract, task order, or delivery order and provided to the contractor by or on behalf of DoD in support of the performance of the contract; or
- (2) Collected, developed, received, transmitted, used, or stored by or on behalf of the contractor in support of the performance of the contract.

Cyber incident means actions taken through the use of computer networks that result in a compromise or an actual or potentially adverse effect on an information system and/or the information residing therein.

Forensic analysis means the practice of gathering, retaining, and analyzing computer-related data for investigative purposes in a manner that maintains the integrity of the data.

Information system means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.

Malicious software means computer software or firmware intended to perform an unauthorized process that will have adverse impact on the confidentiality, integrity, or availability of an information system. This definition includes a virus, worm, Trojan horse, or other code-based entity that infects a host, as well as spyware and some forms of adware.

Media means physical devices or writing surfaces including, but is not limited to, magnetic tapes, optical disks, magnetic disks, large-scale integration memory chips, and printouts onto which covered defense information is recorded, stored, or printed within a covered contractor information system.

Operationally critical support means supplies or services designated by the Government as critical for airlift, sealift, intermodal transportation services, or logistical support that is essential to the mobilization, deployment, or sustainment of the Armed Forces in a contingency operation.

Rapidly report means within 72 hours of discovery of any cyber incident.

Technical information means technical data or computer software, as those terms are defined in the clause at DFARS 252.227-7013, Rights in Technical Data—Other Than Commercial Products and Commercial Services, regardless of whether or not the clause is incorporated in this solicitation or contract. Examples of technical information include research and engineering data, engineering drawings, and associated lists, specifications, standards, process sheets, manuals, technical reports, technical orders, catalog-item identifications, data sets, studies and analyses and related information, and computer software executable code and source code.

(b) *Adequate security.* The Contractor shall provide adequate security on all covered contractor information systems. To provide adequate security, the Contractor shall implement, at a minimum, the following information security protections:

(1) For covered contractor information systems that are part of an Information Technology (IT) service or system operated on behalf of the Government, the following security requirements apply:

(i) Cloud computing services shall be subject to the security requirements specified in the clause 252.239-7010, Cloud Computing Services, of this contract.

(ii) Any other such IT service or system (i.e., other than cloud computing) shall be subject to the security requirements specified elsewhere in this contract.

(2) For covered contractor information systems that are not part of an IT service or system operated on behalf of the Government and therefore are not subject to the security requirement specified at paragraph (b)(1) of this clause, the following security requirements apply:

(i) Except as provided in paragraph (b)(2)(ii) of this clause, the covered contractor information system shall be subject to the security requirements in National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, "Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations", Revision 2 (available via the internet at <https://nvlpubs.nist.gov/nistpubs/SpecialPublications/NIST.SP.800-171r2.pdf>).

(ii)(A) The Contractor shall implement NIST SP 800-171, as soon as practical, but not later than December 31, 2017. For all contracts awarded prior to October 1, 2017, the Contractor shall notify the DoD Chief Information Officer (CIO), via email at osd.dibcsia@mail.mil, within 30 days of contract award, of any security requirements specified by NIST SP 800-171 not implemented at the time of contract award.

(B) The Contractor shall submit requests to vary from NIST SP 800-171 in writing to the Contracting Officer, for consideration by the DoD CIO. The Contractor need not implement any security requirement adjudicated by an authorized representative of the DoD CIO to be nonapplicable or to have an alternative, but equally effective, security measure that may be implemented in its place.

(C) If the DoD CIO has previously adjudicated the contractor's requests indicating that a requirement is not applicable or that an alternative security measure is equally effective, a copy of that approval shall be provided to the Contracting Officer when requesting its recognition under this contract.

(D) If the Contractor intends to use an external cloud service provider to store, process, or transmit any covered defense information in performance of this contract, the Contractor shall require and ensure that the cloud service provider meets security requirements equivalent to those established by the Government for the Federal Risk and Authorization Management Program (FedRAMP) Moderate baseline

(<https://www.fedramp.gov/documents-templates/>) and that the cloud service provider complies with requirements in paragraphs (c) through (g) of this clause for cyber incident reporting, malicious software, media preservation and protection, access to additional information and equipment necessary for forensic analysis, and cyber incident damage assessment.

(3) Apply other information systems security measures when the Contractor reasonably determines that information systems security measures, in addition to those identified in paragraphs (b)(1) and (2) of this clause, may be required to provide adequate security in a dynamic environment or to accommodate special circumstances (e.g., medical devices) and any individual, isolated, or temporary deficiencies based on an assessed risk or vulnerability. These measures may be addressed in a system security plan.

(c) *Cyber incident reporting requirement.*

(1) When the Contractor discovers a cyber incident that affects a covered contractor information system or the covered defense information residing therein, or that affects the contractor's ability to perform the requirements of the contract that are designated as operationally critical support and identified in the contract, the Contractor shall—

(i) Conduct a review for evidence of compromise of covered defense information, including, but not limited to, identifying compromised computers, servers, specific data, and user accounts. This review shall also include analyzing covered contractor information system(s) that were part of the cyber incident, as well as other information systems on the Contractor's network(s), that may have been accessed as a result of the incident in order to identify compromised covered defense information, or that affect the Contractor's ability to provide operationally critical support; and

(ii) Rapidly report cyber incidents to DoD at <https://dibnet.dod.mil>.

(2) *Cyber incident report.* The cyber incident report shall be treated as information created by or for DoD and shall include, at a minimum, the required elements at <https://dibnet.dod.mil>.

(3) *Medium assurance certificate requirement.* In order to report cyber incidents in accordance with this clause, the Contractor or subcontractor shall have or acquire a DoD-approved medium assurance certificate to report cyber incidents. For information on obtaining a DoD-approved medium assurance certificate, see <https://public.cyber.mil/eca/>.

(d) *Malicious software.* When the Contractor or subcontractors discover and isolate malicious software in connection with a reported cyber incident, submit the malicious software to DoD Cyber Crime Center (DC3) in accordance with instructions provided by DC3 or the Contracting Officer. Do not send the malicious software to the Contracting Officer.

(e) *Media preservation and protection.* When a Contractor discovers a cyber incident has occurred, the Contractor shall preserve and protect images of all known affected information systems identified in paragraph (c)(1)(i) of this clause and all relevant monitoring/packet capture data for at least 90 days from the submission of the cyber incident report to allow DoD to request the media or decline interest.

(f) *Access to additional information or equipment necessary for forensic analysis.* Upon request by DoD, the Contractor shall provide DoD with access to additional information equipment that is necessary to conduct a forensic analysis.

(g) *Cyber incident damage assessment activities.* If DoD elects to conduct a damage assessment, the Contracting Officer will request that the Contractor provide all of the damage assessment information gathered in accordance with paragraph (e) of this clause.

(h) *DoD safeguarding and use of contractor attributional/proprietary information.* The Government shall protect against the unauthorized use or release of information obtained from the contractor (or derived from information obtained from the contractor) under this clause that includes contractor attributional/proprietary information, including such information submitted in accordance with paragraph (c). To the maximum extent practicable, the Contractor shall identify and mark attributional/proprietary information. In making an authorized release of such information, the Government will implement appropriate procedures to minimize the contractor attributional/proprietary information that is included in such authorized release, seeking to include only that information that is necessary for the authorized purpose(s) for which the information is being released.

(i) *Use and release of contractor attributional/proprietary information not created by or for DoD.* Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is not created by or for DoD is authorized to be released outside of DoD—

(1) To entities with missions that may be affected by such information;

(2) To entities that may be called upon to assist in the diagnosis, detection, or mitigation of cyber incidents;

(3) To Government entities that conduct counterintelligence or law enforcement investigations;

(4) For national security purposes, including cyber situational awareness and defense purposes (including with Defense Industrial Base (DIB) participants in the program at 32 CFR part 236); or

(5) To a support services contractor (“recipient”) that is directly supporting Government activities under a contract that includes the clause at 252.204-7009, Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information.

(j) *Use and release of contractor attributional/proprietary information created by or for DoD.* Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is created by or for DoD (including the information submitted pursuant to paragraph (c) of this clause) is authorized to be used and released outside of DoD for purposes and activities authorized by paragraph (i) of this clause, and for any other lawful Government purpose or activity, subject to all applicable statutory, regulatory, and policy based restrictions on the Government’s use and release of such information.

(k) The Contractor shall conduct activities under this clause in accordance with applicable laws and regulations on the interception, monitoring, access, use, and disclosure of electronic communications and data.

(l) *Other safeguarding or reporting requirements.* The safeguarding and cyber incident reporting required by this clause in no way abrogates the Contractor’s responsibility for other safeguarding or cyber incident reporting pertaining to its unclassified information systems as required by other applicable clauses of this contract, or as a result of other applicable U.S. Government statutory or regulatory requirements.

(m) *Subcontracts.* The Contractor shall—

(1) Include this clause, including this paragraph (m), in subcontracts, or similar contractual instruments, for operationally critical support, or for which subcontract performance will involve covered defense information, including subcontracts for commercial products or commercial services, without alteration, except to identify the parties. The Contractor shall determine if the information required for subcontractor performance retains its identity as covered defense information and will require protection under this clause, and, if necessary, consult with the Contracting Officer; and

(2) Require subcontractors to—

(i) Notify the prime Contractor (or next higher-tier subcontractor) when submitting a request to vary from a NIST SP 800-171 security requirement to the Contracting Officer, in accordance with paragraph (b)(2)(ii)(B) of this clause; and

(ii) Provide the incident report number, automatically assigned by DoD, to the prime Contractor (or next higher-tier subcontractor) as soon as practicable, when reporting a cyber incident to DoD as required in paragraph (c) of this clause.

(End of clause)

ADDITIONAL TERMS & CONDITIONS

ADDITIONAL TERMS & CONDITIONS

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In compliance with the US Military Cargo Preference Act of 1904 (10 U.S.C. § 2631, as amended), US flag sea carriers have been given preference for award of this contract. Carriers will not employ other than US flag vessels for service under this contract unless a waiver has been granted by the relevant delegate from the Secretary of Defense. The following language modifies DFARS 252.247-7023(c) to comply with recent statutory changes and Secretary of Defense delegations. The Contractor may request via the Contracting Officer, a waiver of the requirement to use a US flag vessel, if the Contractor sufficiently explains that—

(1) US flag vessels are not available at a fair and reasonable rate for commercial vessels of the United States; or

(2) US flag vessels are otherwise not available.

While Contractor shall make such a request via the Contracting Officer, the Contracting officer is not authorized to grant such a waiver. The Contractor must submit any request for use of foreign-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the DoD determination not to approve a waiver to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract.

2. MARITIME CLAUSES**2.1 REGULATORY COMPLIANCE/APPLICABLE DOCUMENTS**

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

2.2 LIABILITY FOR LOST OR DAMAGED CARGO

2.2.1. Lost or Damaged Cargo. The contractor is required to deliver cargo to its final destination in the same condition it was tendered by the shipper. The contractor is liable for cargo that is lost, damaged, or in any way altered from the tendered condition. Liability is governed by the applicable statute or multilateral international agreement based on the mode of cargo transportation (i.e., sea or land) at the location where the loss or damage occurred. The United States Carriage of Goods by Sea Act, 46 U.S.C. § 30701 note (hereinafter “COGSA “or “the Act)”) applies to all ocean transportation of cargo. 49 U.S.C. § 14706 (hereinafter "Carmack Amendment") applies to all land transportation of cargo. Contractor claims and requests for equitable adjustments shall be submitted to the Contracting Officer for a decision within two years of the accrual of a claim or request for equitable adjustment.

Government claims shall also be submitted to the Contractor within two years of the accrual of a claim. The Government will take all reasonable steps to provide notice of loss as soon as it is discovered.

2.2.2. Application of COGSA for Government Owned & Non-Government Owned Cargo. For containers, the COGSA is incorporated and shall apply to the ocean transportation by the Contractor of all goods, including goods in containers stowed on deck or owned by a non-government cargo owner under any Shipping Order with the same force and effect as if the Act applied to such carriage by express provision therein. For the purpose of interpreting Section 4 of the Act, "Limitation of Liability," the act of loading cargo into, or upon, a container shall not transform such containerized cargo into a single COGSA "package" (as defined herein). For example, the act of loading multiple boxes, bundles, or pieces of cargo into a container does not convert all boxes, bundles, or pieces of cargo into a single COGSA "package". The limitation of liability set out in Section 4 of the Act shall apply to each package in a container and the shipper or government packing list itemizing the cargo in the container is prima facie the controlling document for determining how many "packages" are in a container. The Government and shipper packing list is the document completed by the origin shipper listing the items in a container. For breakbulk, COGSA is incorporated and shall apply to the ocean transportation of all goods, under any Shipping Order with the same force and effect as if the Act applied to such carriage by express provision therein. The COGSA limitation of liability for cargo not in packages is to each measurement ton of cargo. If the Government through its booking system (currently IBS) or shipper through its booking system indicates an order is being shipped "breakbulk," the COGSA limitation of liability will be valued by the measurement ton of breakbulk cargo regardless of whether other shipping documents (i.e., shipping manifest, etc.) refer to the breakbulk cargo as a single "piece", "unit", or other "single" item. The IBS booking document or shipper booking document indicating "breakbulk" is the controlling document between the parties and will determine whether cargo is valued as a "package" or by the measurement ton.

For all cargo, container and breakbulk, the carriage of cargo under any Shipping Order issued pursuant to this contract shall not be deemed or construed to be the carriage of cargo pursuant to special terms and conditions as provided for in Section 6 of the Act; and nothing in this solicitation is intended to relieve the contractor or the vessel from liability to the government or the non-government cargo owner for loss or damage to or in connection with the goods arising from negligence, fault or failure in the duties and obligations provided by the Act or to lessen such liability otherwise than as provided therein.

When COGSA would otherwise apply based upon the mode of cargo transportation at the location where the loss or damage occurred and the application of COGSA would not result in a limitation on liability, this contract also excludes any limitation on liability.

2.2.3. Application of COGSA for Barge Service. If the Contractor provides service via a barge system, the following additional provisions apply. The Contractor will be liable for cargo claims in accordance with the COGSA from the time the cargo is loaded on a barge to the time the cargo is discharged from the barge. On any voyage, the Contractor will not invoke limitation of shipowner's liability under 46 U.S.C. § 30523 for aggregate losses or damages to cargo in barges to a value less than the limitation value of the tug(s) and barges at time of completion of the voyage. A barge will not be deemed to be a package within the meaning of the five hundred (\$500) dollar package limitation in COGSA section 4(5). All containerized cargo in or on barges will be considered to be stowed underdeck.

The Government will not be liable for any damage sustained by a barge or tug while alongside a loading or discharging facility, except to the extent that it would be liable for such damage to an oceangoing vessel alongside such facility under the law and other terms of this contract. All barges will be equipped with sufficient battery-operated mooring lights, when required.

2.2.4. Liability for cargo while in custody of Motor Carriers and Freight Forwarders for Overland Transportation. If overland cargo transport is undertaken incidental to, or in lieu of, ocean shipments ordered under this contract, 49 U.S.C. § 14706 will apply to any loss or damage that occurs while cargo is in the custody of a motor carrier or applicable freight forwarder. For all overland cargo transportation, including overland cargo transportation provided by initial or delivering carrier(s) as contemplated in 49 U.S.C. § 14706(c)(2), liability for any loss or damage that occurs while cargo is in the custody of a motor carrier or applicable freight forwarder shall be as stated in 49 U.S.C. § 14706(a) notwithstanding 49 U.S.C. § 14706(c)(2). When the Carmack Amendment would otherwise apply based

upon the mode of cargo transportation at the location where the loss or damage occurred and the application of the Carmack Amendment would not result in a limitation on liability, this contract also excludes any limitation on liability.

2.2.5. Liability for Household Goods. Despite any liability limits built into COGSA, in accordance with 10 U.S.C. §2636a, the DoD is required to include in any contract for transportation at Government expense of baggage and household effects for members of the armed forces or civilian employees of the DoD (or both) a clause that requires the carrier under the contract to pay the full replacement value for loss or damage to the baggage or household effects transported under the contract. Therefore, all baggage and household effects the nature and value of the goods are considered declared under this contract. Additionally, if the carrier fails to settle the loss or damage with the member of the armed forces or civilian employee within a reasonable time, for loss or damage of baggage or household effects transported under this contract, the amount equal to the full replacement value for the baggage or household effects shall be deducted from the amount owed by the United States to the carrier under the contract. The amount so deducted shall be remitted to the claimant (i.e., Servicemember/civilian employee), notwithstanding 10 U.S.C. § 2636.

2.3. SCOPE OF VOYAGES (LIBERTIES)

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

2.3.1. Diversion of Cargo. In any situation, whatsoever or wheresoever occurring and whether existing or anticipated before commencement of or during the voyage, which in the judgment of the contractor or master of the vessel is likely to give rise to capture, seizure, detention, damage, delay or disadvantage to or loss of the vessel or any part of her cargo, or to make it unsafe, imprudent, or unlawful for any reason to begin or continue the voyage or to enter or discharge the goods at the port of discharge, or to give rise to delay or difficulty in arriving, discharging at or leaving the port of discharge or the usual place of discharge in such port, the master, whether or not proceeding toward or entering or attempting to enter the port of discharge or reaching or attempting to reach the usual place of discharge therein or attempting to discharge US Government Cargo (the Cargo) may, upon notification to the Contracting Officer (CO) as described at Section 2.3.1.1 below, discharge the Cargo into another port, depot, lazarette, craft, or other place, or retain the goods on board until the return trip or until such other time as would be prudent in the ordinary course of the Contractor's business.

2.3.1.1. Notice of Diversion. The Notice described at Section 2.3.1 above shall include, at a minimum, a description of the cargo to be diverted (container number, Transportation Control Number, etc.), the conditions giving rise to the Contractor's planned diversion of the Cargo, the diversion planned, and any other measures deemed necessary by the Contractor to protect the Cargo. The Contractor or his designated representative shall provide such Notice in a manner and place consistent with the provisions of this agreement (e.g., electronic mail), but it is understood that such notice may be delayed if it would put the vessel, her crew or cargo at risk of loss, damage, or injury.

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

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

2.3.1.4. Responsibility for the Cargo. Where the Contracting Officer determines that the Contractor's planned diversion of the Cargo is not in the best interest of the US Government and the CO and the Contractor cannot timely agree upon the disposition of the Cargo, the Contractor shall comply with the CO's direction to the contractor to divert the cargo to a port of the US Government's choice and to make any other arrangements for the cargo the CO deems necessary to protect the Government's interest.

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

2.3.1.6. Security and protection of cargo. In any event, the contractor shall at all times secure and protect the cargo until relieved of such responsibility by the US Government or its designated agent.

2.3.2. Liberties.

2.3.2.1. General Liberties. The Contractor, the master and the vessel shall have liberty to comply with any orders or directions as to loading, departure, arrival, routes, ports of call, stoppages, discharge, destination, delivery or otherwise howsoever given by the government of any nation or department thereof or any person acting or purporting to act with the authority of such government or of any department thereof (or by any committee or person having, under the terms of the war risk insurance on the vessel, the right to give such orders or directions). Delivery or other disposition of the goods in accordance with such orders or directions shall excuse delay in performance to the extent that such order or direction persists in prevention of performance and the Contracting Officer is notified immediately.

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

2.4. STRIKES

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

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

2.5. LIENS

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

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

2.6. FORCE MAJEURE

Force majeure is applied in accordance with 52.212-4(f) Excusable delays. This clause does not address liability for loss/damage to cargo, liability for costs/damages resulting from delay in performance, or matters other than excusable delay (see Section 2.2). Consistent with the FAR 52.212-4(f) requirement that excusable delay is only available when nonperformance is caused by an occurrence beyond the reasonable control of the contractor (including subcontractors) and without its fault or negligence (including subcontractors), excusable delays based upon common carriers is only available if the contractor can demonstrate that delay was beyond the reasonable control of the common carrier and without fault or negligence of the common carriers, who are presumed to be subcontractors of the contractor regardless of subcontract tier.

3. EXCEPTED CATEGORY CARGO

Excepted category cargoes are listed below. Pursuant to FAR 52.212.4 rates for the carriage of excepted category cargo may be negotiated by the CO prior to booking. (The Contracting Officer is not required to ship excepted category cargo with the Contractor). The Contractor shall not accept excepted category cargo for shipment unless a rate for its carriage has been negotiated with the CO or the CO has issued an unpriced change order pursuant FAR 52.212.4(c). Cargo categories not excepted below and for which specific rates do not appear herein shall be carried at the applicable General Cargo rate.

- Bulk Cargo (not containerized in tank cars, vehicles, or containers)
- Boats over 40 feet in length
- Oversized Cargo (Cargo that has any one dimension over 50 feet long, more than eleven (11) feet wide or over eleven (11) feet in height, or as determined by the Ordering Officer, requires special handling equipment for loading aboard or discharging from a vessel because of that cargo's atypical size. All wheeled or tracked vehicles regardless of size are excluded from this definition.)
- Explosives (Other than IMO Class 1.4)

4. GENERAL AVERAGE

General average shall be adjusted, stated, and settled, according to York-Antwerp Rules 2004 at such port or place in the United States as may be selected by the contractor, and as to matters not provided for by those Rules, according to the laws and usages at the Port of New York. In such adjustment, disbursements in foreign currencies shall be exchanged into United States money at the rate prevailing on the dates made and allowances for damage to cargo claimed in foreign currency shall be converted at the rate prevailing on the last day of discharge at the port or place of final discharge of such damaged cargo from the ship.

Performance Work Statement (PWS)
Sealift Transportation Services – Naval Station Guantanamo Bay, Cuba (NSGB) 2

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SECTION 1 BACKGROUND

As a component of the United States Transportation Command (USTRANSCOM), the Military Surface Deployment and Distribution Command (SDDC) provides for liner service of containerized and breakbulk cargo between Jacksonville/Blount Island, Florida (1R3) and US Naval Station Guantanamo Bay, Cuba (CE1).

SDDC is responsible for surface transportation (with the exception of ocean charters) and is the interface between Department of Defense (DoD) shippers and the commercial surface transportation industry. This includes movement of DoD member household goods and privately owned vehicles. SDDC also provides transportation for troops and material to and from ports of departure and arrival.

SECTION 2 SCOPE

2.A. Scope

2.A.1. Overview

This contract provides international cargo transportation and distribution services by an ocean common or contract carrier providing regularly scheduled commercial liner service. The Contractor shall provide ocean, intermodal, and related transportation services as required herein. The Contractor must maintain status as a Voluntary Intermodal Sealift Agreement (VISA) vessel owning and/or operating ocean common or contract carrier (as defined in the Shipping Act of 1984 (46 USC app. 1701(6), as amended), or a vessel operating contract carrier as determined under Federal Maritime Law. The contract is not subject to terms or conditions of Contractors' tariffs. The booking, in conjunction with the terms contained in the contract, constitutes the contract of carriage.

2.A.2. Cargo Types

Types of cargo to be carried are military cargo, Privately Owned Vehicles (POV), household goods, subsistence, accepted hazardous materials as stated in Appendix V, and any other cargo shipped by the DOD in the Defense Transportation System (DTS).

SECTION 3 GENERAL REQUIREMENTS

3.A. Space Commitment

The minimum space available to the Government for each southbound sailing shall be seventy (70) Forty Foot Equivalent Units (FEUs), including twenty (20) refrigerated containers, and 2000 square feet of breakbulk cargo. The minimum space available to the Government for each northbound sailing shall be thirty (30) FEUs, including two (2) refrigerated containers, and 1000 square feet of breakbulk cargo. Each of the 40-foot spaces offered must be able to accommodate two 20-foot containers, or the vessel must have additional space to accommodate the 20' container shortfall.

3.B. Shipment Booking

3.B.1. Services to Provide

The Contractor shall provide the services as identified in the booking.

3.B.2. Booking Acceptance

3.B.2.1. Issuance of a booking number by the Contractor through Electronic Data Interchange (EDI), Integrated Booking System (IBS), Ocean Carrier Interface (OCI), email, or facsimile communication to the US Government constitutes acceptance of booking.

3.B.2.2. The Ordering Officer (OO) and Contractor may subsequently agree to amendments/changes up to 24 hours prior to local cutoff. Any requests to change bookings less than 24 hours prior to cutoff are at the discretion of the Contractor.

3.B.2.3. The Contractor shall accept bookings, up to a vessel's space commitment in accordance with paragraph 3.A, if the booking is received no less than 5 business days prior to a local cutoff. Empty US Government-owned, empty leased containers or other empty special equipment shall be booked on a space-available basis. Empty

containers shall be offered to the Contractor, who shall propose space for them on the first sailing for which space is available.

3.B.3. Response to Booking Requests

The Contractor shall accept, reject, counter, or request additional time for planning purposes on the same business day to a booking received prior to 1430 local time. For a booking received after 1430 local time, the Contractor shall accept, reject, counter, or request additional time for planning purposes by 1200 local time at the cognizant booking office of the next working day.

3.B.4. Hazardous Cargo

For hazardous cargo, Contractor shall respond to cargo offerings within 2 business days after shipper has provided relevant hazardous information to Contractor for determination of acceptance/rejection of cargo offering.

3.B.5. Automated Booking

3.B.5.1. The Contractor may implement an automated booking capability via EDI with IBS or use the IBS module OCI. EDI transaction sets shall comply with standards identified in this contract. The Contractor shall respond to all cargo offerings, including changes to previous offerings, within two hours of the time the cargo offering is released by IBS. Automated booking capability shall be maintained 24 hours per day, 7 days per week, throughout the period of the contract.

3.B.5.2. If the Contractor has the ability to automatically process bookings, the Contractor shall have 1 business day to counteroffer any booking processed automatically. For hazardous cargo, the Contractor shall counteroffer any booking processed automatically within 2 business days after shipper has provided relevant hazardous information.

3.B.6. Schedule Maintenance

3.B.6.1. Southbound

3.B.6.1.1. The Contractor shall maintain a scheduled service southbound, Jacksonville/Blount Island to Naval Station Guantanamo Bay, Cuba (NSGB). Frequency of such service must be, at a minimum, every 14 calendar days. Sailings shall be on a fixed-day-of-the-week basis, on a fixed day selected by the Contractor in coordination with NSGB Port Operations.

3.B.6.1.2. Cargo Receipt Time

3.B.6.1.2.1. The Contractor must receive non-perishable cargo until 1200 at the Jacksonville/Blount Island facility two business days prior to vessel sailing. The Contractor must receive perishable cargo until 1200 one business day prior to vessel sailing. Any material received after this period will be rolled to the next available vessel sailing.

3.B.6.1.2.2. The Contractor will not receive refrigerated cargo more than 7 calendar days in advance of vessel sail date.

3.B.6.1.3. Arrivals and departures at NSGB may not be on weekends, holidays or outside normal business hours. Business hours are contained in Appendix I.

3.B.6.2. Northbound

3.B.6.2.1. The Contractor shall maintain a scheduled service northbound NSGB to Jacksonville/Blount Island. Frequency of such service must be, at a minimum, every 14 calendar days. Sailings shall be on a fixed-day-of-the-week basis, on a fixed day selected by Contractor in coordination with NSGB Port Operations.

3.B.6.3. The Contractor shall provide and continually maintain vessel schedules in the IBS at least 45 calendar days in advance of the vessel sail date. Any change to the vessel schedule must be updated in IBS and reported to the OO no less than 7 calendar days prior to the next scheduled port call. Any slippage in scheduled sailing date/arrival date by more than 1 calendar day shall be reported in writing to the OO and Contracting Officer Representative (COR) and updated by the Contractor in IBS.

3.B.6.3.1. The Contractor may provide vessel schedules to additional ports in CONUS and call on additional ports OCONUS; however, Jacksonville/Blount Island must be a port-of-call on all sailings, both southbound and northbound.

3.B.6.4. Vessel Substitution

The vessel and associated equipment assigned to this requirement shall perform the function for which it is designed, built, and contracted for, including the ability to deploy without delays. For any period when the vessel is unavailable or not in an operable condition and will cause schedule delays in excess of two calendar days, the Contractor must notify the Contracting Officer (CO) immediately via email to determine if a substitute vessel is necessary. If necessary, the substitute vessel must meet or exceed the capability, capacity, and status stated in this PWS. The Government will not pay claims or equitable adjustments in the event of vessel substitutions.

3.C. Origin Services

3.C.1. Equipment Pools (container only)

The Contractor must establish and maintain equipment pools at CONUS inland locations, including but not limited to NEX Suffolk, VA, to ensure timely availability for loading operations. The expense for operating equipment pools must be borne solely by the Contractor to include establishing, managing, and disestablishing pools. The CO may add equipment pools at his/her discretion.

3.C.2. Spot Date

3.C.2.1. At least 2 business day prior to the spot date annotated in the booking, the Contractor shall notify the cognizant OO and shipper of any containers, which cannot be spotted to meet booking requirements.

3.C.2.2. Delay in Spotting. When the Contractor fails to spot an empty container by the designated date and time, and as a result the Government must incur overtime expenses to enable stuffing and release of the container by the Government prior to the scheduled sailing date of the vessel, the Contractor shall be liable for payment equal to the total overtime expense incurred by the Government. Neither a penalty nor charges for Government expenses will be assessed if the Contractor can establish: 1) the inability to spot the container as agreed is the result of the Government's failure to unstuff and release an empty container to the Contractor within a reasonable time to meet the required spotting date, and 2) it advised the OO of such inability at least seven calendar days prior to the required spotting date.

3.D. Port Operations

3.D.1.1. The Contractor is responsible for port operations, to include terminal operations and stevedoring.

3.D.1.2. The Contractor shall provide warehousing in Jacksonville/Blount Island and unload all necessary equipment for warehousing and stuffing in Jacksonville/Blount Island, FL. All cargo shall be stowed in accordance with commercial shipping practices to prevent loss or damage.

3.D.1.3. The Government does not maintain stevedoring or terminal operations contracts on Naval Station Guantanamo Bay (NSGB); therefore, the Contractor is responsible for all coordination of these services to include life support and logistics for their personnel. The COR will facilitate sponsorship for Contractor personnel located at NSGB.

3.D.1.4. Government-furnished office space is available for use by the Contractor at NSGB. The Contractor must request use of office space via the COR or CO and may be required to enter into a lease with the installation. The approval, denial or revocation of base access shall have no impact on Contractor performance or the Contractor's ability to meet all of their obligations.

3.D.1.5. At NSGB, the Contractor shall store cargo in accordance with the guidance in Appendix VI.

3.D.1.5.1. In the event of inclement weather or other emergency, the Contractor shall have a destructive weather plan for evacuating all containers and the securing of all vehicles/breakbulk items from the wharf or pier where the Contractor's vessel is berthed when instructed by the base. The base uses Conditions of Readiness for its response to destructive weather. Contractor will be required to follow base instructions during the different levels of Readiness

to include the departure of the vessel. The Contractor shall notify the COR and CO via e-mail of the base's instructions within 24 hours.

3.D.1.5.2. The US Government may submit documentation to the Contractor for payment of additional costs when the Contractor does not stage cargo in accordance with Appendix VI.

3.E. Ocean Transportation

3.E.1. Cargo Lift, Advancement and Rolls

3.E.1.1. For door-origin cargo, the Contractor shall pick-up cargo/stuffed containers to meet the booked vessel when the US Government makes pick-up notification. The Contractor shall coordinate pick up dates/times directly with shipper.

3.E.1.2. The Contractor shall lift cargo onto the vessel identified in the booking or advance cargo to an earlier arriving vessel. Cargo advanced to an earlier arriving vessel shall not displace no-shows and rollovers from previous voyages or cargo already booked. Cargo may be advanced only if the Contractor has received all required documentation. The Contractor will notify the shipper, COR, and OO when cargo is advanced. Advancement of cargo shall not create a liability to the Government, if no liability would exist if cargo had not been advanced.

3.E.1.3. Contractor shall submit an entry and supporting documentation into the Booking Reconciliation Tool (BRT) identifying all cargo that, for any reason, was not lifted onto the vessel identified in the booking – whether advanced to an earlier vessel, delayed to a later vessel (roll, shutout, Force Majeure, etc.), different number of pieces/containers, or any other discrepancy between the booking and the cargo actually lifted.

3.E.2. Improper Documentation

If the Government does not provide the Contractor with the correct cargo documentation at the time and location of Contractor acceptance of cargo, the Contractor may refuse to accept the cargo. If the Contractor chooses to pick-up or accept the cargo, the Contractor shall provide the cognizant SDDC manifesting activity with all the missing receipt or lift data in order that the cargo can be completely identified for onward movement. This information must be provided within one business day of receipt or lift or earlier if necessary to meet the scheduled vessel sailing. The Government shall reimburse the Contractor the direct cost of any fines or charges incurred as a result of irregularity in the papers supplied by the Government in accordance with contract invoicing instructions.

3.F. Destination Services

3.F.1. Delivery to Destination

The Contractor shall deliver cargo on or before the Required Delivery Date (RDD) established in the booking.

3.F.2. Early Deliveries

The Contractor shall not deliver early to consignees unless approved by the US Government. The Contractor shall schedule all deliveries with the consignee or consignee's agent at least 2 business days prior to any actual delivery of containers or pieces.

3.F.3. Cargo Receipt

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

3.F.4. Shipper Failure to Return Container

If the shipper fails to return containers in a timely manner, the Contractor may submit an invoice for detention as established below and also within Section 3 of Appendix VII, Invoicing and Payments.

3.F.4.1. The Contractor shall provide 10 calendar days free time commencing at 0001 hours on the first calendar day after delivery.

3.F.4.2. Daily detention charges will accrue from the expiration of free time until 2359 hours on the day the earliest one of the following occurs:

1. The date the Contractor regains physical possession of the container.
2. The date the Contractor is notified in writing or via the Government designated system that the container is available for pick up at the Contractor's point of delivery or other mutually agreed location, and the container is actually available when the Contractor arrives for pick up.

3.F.4.3. All notifications on containers being empty and ready for pickup will be documented in the Pipeline Asset Tool Container Return Management (CRM) module. Contractor personnel will ensure necessary access to CRM. As described in table 3.I.1.6., the RA EDI transaction will be auto-generated based on the date of notification, if the Contractor does not dispute availability within seven (7) days of notification.

3.F.4.4. Calculation of Detention-Related Charges

3.F.4.4.1. Detention charges will begin to accrue upon the expiration of free time. The Government will pay the carrier the daily detention charges as set forth below.

Equipment Type	Daily Detention
20 ft Dry	\$ 28.00
20 ft Flatrack	\$ 28.00
20 ft Reefer	\$ 88.00
20 ft Reefer with genset	\$ 132.00
40 ft Dry	\$ 44.00
40 ft Flatrack	\$ 44.00
40 ft Open Top	\$ 44.00
40 ft Reefer	\$ 115.00
40 ft Reefer with genset	\$ 159.00
20 ft Chassis	\$ 12.00
40 ft Chassis	\$ 20.00

3.F.4.4.2. The Government will pay the Contractor the above daily standard container detention charges if the return of containers is beyond applicable free time. Detention charges will continue to accrue until one of the conditions outlined in 3.F.4.2. occur.

3.F.4.4.3. Separate chassis detention is payable when used with a government furnished container but not when used with a carrier furnished container.

3.F.4.4.4. If the Government retains the genset after returning the reefer container to the Contractor, the Contractor will be entitled to a genset rental charge of \$35 per day from the date the reefer container was returned until the date the Government returns the associated genset to the Contractor.

3.F.4.5. The Contractor shall notify the COR and CO of containers, flatracks, and/or chassis detained for 20 calendar days so the COR and/or CO can engage with the customer for prompt return.

3.G. Privately Owned Vehicles (POV) Requirements

3.G.1. POV Processing

The Contractor shall document the receipt of POVs from owner or owner's agent, process vehicles for ocean transit, and process POVs for delivery to the owner when ordered by the OO. The Contractor shall receive/issue POVs from/to service members or the Government agent at the NSGB terminal, and from/to service members at the Contractor's Jacksonville/Blount Island, FL terminal.

3.G.1.1. Jacksonville/Blount Island, FL POV Processing

3.G.1.1.1. The Contractor shall document the receipt of POVs from owner or owner's agent, process vehicles for ocean transit, and process POVs for delivery to the owner when ordered by the OO. The Contractor shall receive/issue POVs from/to service members at the Contractor's Jacksonville/Blount Island terminal. The Jacksonville/Blount Island terminal shall process POVs, to include customs clearance (NO MORE THAN 3 VEHICLES PER CUSTOMS DECLARATION), during the period Monday through Friday from 0800 until 1700. An inspection of the POV, similar to that which is customarily provided by a common carrier in commercial service, including usual documentation, will be accomplished with the service member or his/her representative upon receipt and issue. At the time of pickup, the POV shall be returned in the same condition of cleanliness as received and noted on the receive/discharge inspection report, to include washing as required. In Jacksonville/Blount Island, the Contractor shall provide storage of POVs in a secure (closed to the public), lighted, fenced, and paved area pending pick-up by the owner/owner's agent for up to 30 business days. If storage is required beyond thirty (30) business days in the Contractor's Jacksonville/Blount Island facility, storage charges will be paid in accordance with Paragraph 3.J.14.

3.G.1.2. Guantanamo Bay, POV Processing

3.G.1.2.1. The Contractor shall receive/issue POVs from/to service members or the Government agent at the NSGB terminal between the hours of 0730-1130 & 1300-1600; Monday thru Friday. Contractor shall conduct an inspection of the POV and perform services as described in Defense Transportation Regulation, Part IV, Attachment K3, Shipping Your POV. https://www.ustranscom.mil/dtr/part-iv/dtr_part_iv_app_k.pdf

3.G.1.2.2. The Government will provide POV storage facilities at NSGB for use by the Contractor.

3.G.1.2.3. The Contractor is responsible for HAZMAT certification and documentation for POV shipments originating at NSGB as required by applicable laws and regulations.

3.G.1.3. POV Processing charges shall be paid on a per container basis in accordance with the rates set forth in the Table of Accessorial Rates in CARE SA. This rate will be applicable to all POVs delivered to the Contractor for transport to and from NSGB. The rate covers both receiving and issuing the vehicle. Any POV processing charges in association with the shipment of a second vehicle or marine conveyance shall be billed to the owner of the second POV.

3.G.2. POV Shipping (Government Sponsored PCS Moves Only)

3.G.2.1. The booking of POVs with the Contractor is premised on the ability of the Contractor to achieve the RDD associated with each individual POV. The ability of the Guantanamo Bay Sealift Contractor to achieve the POV RDD is determined by reference to the Assured Ocean Transit, Inland Deliver, and other time period provided herein concerning the overall movement of cargo from the time it is tendered to the Contractor by the Government at origin until it is delivered at the designated destination in the booking. In accepting a POV booking, the Contractor warrants that it can achieve delivery of the POV by the designated RDD under the terms and conditions of this contract. If the Contractor fails to deliver a POV by the designated RDD, the member is entitled to file an Inconvenience Claim against the Contractor. The Contractor may be exonerated from this liability only under circumstances constituting Force Majeure or Excusable Delay in accordance with FAR 52.212-4(f). The Contractor is at all times required to deliver the POV as soon as possible following the conclusion of any Force Majeure or Excusable Delay circumstance.

3.G.2.2. Inconvenience Claim. An inconvenience claim is a claim for compensation paid directly to the member for Contractor's failure to meet the RDD. Contractor reimbursement for members and their dependents for rental car expenses when a POV is delivered after the required delivery date are entitled and shall be paid directly to the member. This entitlement applies to military and DOD civilian employees traveling on official government travel orders. This entitlement does not apply to Contractors. In accordance with JTR Part E, Item 0534, Government reimbursement to members under this entitlement will not exceed seven days at \$30 per day (maximum entitlement \$210) and will expire on the date the vehicle becomes available for pick up at destination. Examples of inconvenience claims are as follows but not limited to: requests for reimbursement of rental car expenses; requests for reimbursement of temporary lodging expenses. In the event of an inconvenience caused through the fault or negligence of the Contractor (e.g., POV does not arrive as scheduled), the Contractor will review and consider each claim on a case-by-case basis and, based on the circumstances, pay, decline, or make a firm settlement offer in writing to the claimant within 45 calendar days.

3.G.2.3. An inconvenience claim may NOT be filed against the Contractor when the Contractor fails to meet the RDD due to US Customs processing. RDD will be considered met when vessel arrives at designated port.

3.G.3. POV Security

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

3.H. General

3.H.1. Hazardous Cargo

3.H.1.1. Limitations of Contractor's Obligation

3.H.1.1.1. The US Government shall provide accurate and timely hazardous cargo documentation in accordance with applicable laws and regulations.

3.H.1.1.2. The Contractor may refuse to transport hazardous cargo either by land or by ocean, which does not conform in all respects to applicable laws and regulations.

3.H.1.1.3. The Contractor must accept all hazardous cargo that conforms in all respects to applicable laws and regulations.

3.H.1.2. Hazardous Cargo known as Dangerous Goods in Limited Quantities. Merchandise classified as Dangerous Goods in Limited Quantities, as defined in Volume I, The International Maritime Dangerous Goods Code (IMDGC) with amendments 25-89, as specified in par. 18.6-18.9, p. 135 and containerized for shipment under this contract will not require additional special labeling, documentation or other restrictions unless specified in future amendments to the IMDGC. Cargo moving under this commodity category shall not be entitled to a hazardous cargo surcharge. This cargo may include but is not limited to the following items: ORM-D cargo (70DZ9), charcoal, cigarette lighters, cleaning compounds, cosmetics, disinfectants, hypochlorite solution (bleach), insecticides, and polishing compounds.

3.H.1.3. Hazardous Waste Material. When transporting hazardous waste material, the Contractor must obtain an Environmental Protection Agency Identification Number (40 C.F.R.263.11) when required. Contractor should accept only those hazardous wastes that have been manifested in accordance with 40 C.F.R. 262.20. The manifest shall stay with the shipment to its destination. 40 C.F.R 263.20 (c). The Contractor must deliver the waste to the designated Treatment Storage and Disposal facility on the manifest or to its designated alternate facility in case of an emergency. 40 C.F.R. 263.21(a) and (b).

3.H.1.4. Tank Container Service. HAZMAT will be containerized in Government Bulk Fuel Tank Containers. The Contractor must comply with all applicable US and foreign laws and/or regulations established for transportation of such cargo including but not limited to 49 C.F.R. 171 and the International Maritime Organization (IMO) regulations. If the Contractor fails to meet any obligations imposed by these regulations, then any liability resulting from the Contractor's non-compliance with these regulations will be solely the Contractor's responsibility.

3.H.1.5. Spill Reporting – In the event of an accidental discharge of hazardous material, the Contractor is required to take immediate action to protect human health and the environment as defined in 49 C.F.R. 171.15. Incidents must be reported as soon as practical but no later than 12 hours after the incident via telephone to the National Response Center, 800-424-8802 or 202-267-2675. See 33 C.F.R. 153.203, 40 C.F.R. 263.31. State and local laws may require additional notifications. The Contractor is liable for spills and discharges of cargo while being transported and is responsible for the cleanup. 40 C.F.R. 263.30 and 31.

3.H.1.5.1. The Contractor shall identify the organization(s) and their equipment to be utilized for cleanups. The organization(s) must be able and qualified to perform cleanups and shall also guarantee mobilization within 24 hours.

3.H.1.6. Storage – The Contractor may store material en route up to 10 calendar days at each transfer facility as defined by 40 C.F.R. 260.10, 263.12 and 268.50 (a) (3) without becoming a treatment, storage, and disposal (TSD) facility. If storage exceeds the 10 calendar days at any transfer facility, then the Contractor must issue a new manifest and sign and return to the initial shipper its original manifest. Contractors transporting hazardous waste material into the United States from abroad or who mix hazardous wastes of different Department of Transportation (DOT) shipping descriptions into the same container must also meet the standards applicable to hazardous wastes shippers.

3.H.1.7. HAZMAT under this contract, may include, but is not limited to, the following items listed: batteries (wet filled with acid), engine starting fluid, flammable liquid (toxic, n.o.s.), gases (liquefied), hypochlorite solution (bleach), lighters, oxygen (compressed), petroleum distillates n.o.s., petroleum, and windshield washer solvent.

3.H.1.8. Provide Hazardous Waste Containers. The Contractor shall provide empty containers with applicable placards at NSGB for hazardous waste material required to be shipped to CONUS. The Contractor shall be responsible for placing the appropriate placards on these containers. Hazardous material may consist of, but is not limited to, antifreeze, contaminated soil, asbestos, corrosive liquid and solids, poly-chlorinated biphenyls (PCBs), regulated and non-regulated flammables, and oils and lubricants.

3.H.1.9. The Contractor shall accept for ocean carriage all commodities listed in Appendix V when the commodity is packaged, labeled, and documented in compliance with applicable laws and regulations.

3.H.1.10. When cargo handling is ordered by the OO for a shipment with hazardous material, the Contractor is responsible for all HAZMAT certification and documentation in accordance with applicable laws and regulations for the shipment.

3.H.2. Equipment

3.H.2.1. Container Standards. Contractors shall provide containers with clearly marked container numbers that are clean, dry, empty, odor free, suitable for protecting cargo from damage and that comply with International Standards Organization (ISO), International Maritime Organization (IMO), and Convention of Safe Containers (CSC) standards.

3.H.2.2. Refrigerated (REEFER) Equipment

3.H.2.2.1. The Contractor shall provide refrigerated containers to the consignor in accordance with the booking to include pre-cooling when requested by the OO. If there is a difference in the temperature requested in the booking and the temperature requested by the consignor, the Contractor shall maintain the temperature requested by the consignor and immediately request guidance from the booking Requester.

3.H.2.2.2. The Contractor shall supply reefer containers that maintain a temperature within three degrees Fahrenheit of the in-transit temperature specified for controlled atmosphere and straight chill and five degrees Fahrenheit for frozen.

3.H.2.2.3. The Contractor shall provide refrigerated containers that are capable of operating at 277/480 electrical volts with separate wires and plugs for reefers.

3.H.2.2.4. The Contractor is solely responsible for maintenance and fuel of refrigerated containers.

3.H.2.2.5. The Contractor is responsible for primary and alternate power sources needed to maintain reefer temperatures while cargo is in the Contractor's possession.

3.H.2.2.6. When delivering to a location without reefer plugins, gensets must be maintained by the Contractor while in the possession of the consignee. Fuel shall be provided at no expense to US Government.

3.H.2.2.7. The Contractor shall provide continuous measurement of internal temperature using a single-use analogue recorder or digital recorder capable of continuous recording from availability date for a minimum period of 90 calendar days. Contractor shall provide measurement data upon request from the US Government.

3.H.2.2.8. The Contractor will be liable for total amount of cargo loss, spoilage, and transportation should cargo spoil due to refrigerated container breakdown while in Contractor's possession. For cargo deemed urgent by US

Government requiring immediate replacement, Contractor is liable for air shipment of replacement cargo to consignee.

3.H.2.3. Chassis Requirements

Containers delivered to the US Government or spotted by the Contractor must be provided at no additional cost on a Contractor-provided chassis that supports stuffing/unstuffing operations by the US Government. The chassis must remain with the container while in the custody of the US Government, unless this requirement is waived by OO.

3.H.2.4. US Government Furnished Containers (GFC)

3.H.2.4.1. GFCs include 20 ft and 40 ft ISO containers which are 8 ft - 9.5 ft high and 8 ft wide to include: dry containers, reefer containers, and flatracks, as well as containers configured to 20 ft equivalents. GFCs may be government-owned or leased containers.

3.H.2.4.2. Booking offers will designate whether containers will be GFCs or Contractor-provided. The Contractor shall provide the same level of service to the carriage of cargo in GFC that is provided to the carriage of cargo in the Contractor's container at no additional cost.

3.H.2.4.3. The Contractor shall provide a chassis for GFC shipments whenever the Contractor is responsible for the associated inland transportation, unless this requirement is waived by the local shipping/receiving facility or custom of the trade does not normally call for the use of chassis.

3.H.2.4.4. The Contractor shall not be entitled to detention for GFC. The Contractor shall return GFC in the same condition as received and shall be liable for loss or damage to the GFC resulting from the Contractor's negligence.

3.H.2.4.5. When the Contractor provides any Accessorial services in connection with services provided to Government owned/leased containers, the appropriate Contractor rates contained in CARE SA shall apply.

3.H.2.4.6. Contractor has the right to refuse a GFC for shipment (unless booked as breakbulk) if it is not properly numbered (neutralized) or does not comply with ISO, IMO, and CSC Standards.

3.H.2.5. Flatrack Containers. The Contractor shall furnish flatrack containers as specified in the booking. Contractor shall be paid an additional flatrack surcharge in accordance with the rates in CARE SA.

3.H.2.6. Bulk Liquid Containers

3.H.2.6.1. The Government may furnish 20' tank containers for shipment of bulk liquids by the Contractor.

3.H.2.6.2. When a Government furnished tank container is not provided, the Contractor shall provide an acceptable, clean, and empty tank container to the shipper and transport to destination. The consignee shall empty the container of liquid but not necessarily of residue and return it to the Contractor.

3.H.2.7. Leasing of Contractor Equipment

When agreed upon by the CO and the Contractor, the Contractor shall furnish containers, flatracks, chassis, or generator sets, for lease in connection with land and ocean transportation of Government cargo arranged under this contract or in support of sustainment operations. Equipment leased may be transported aboard any vessel designated by the government and may be transported inland by any means available to the Government. Unless otherwise agreed, the Government shall return Contractor equipment leased by the Government to the place where such equipment was originally received from the Contractor. A booking shall be issued to reflect each lease of equipment. The booking shall set forth the number, size, and appropriate identification information of such Contractor equipment, the estimated duration of lease, and place of return. The Contractor shall be paid for each twenty-four hour period or part thereof, Saturdays, Sundays, and holidays included, for the period between the time the equipment is received or ordered from the Contractor, whichever is later, until the time the equipment is returned to the Contractor. The Contractor will be paid the rates as indicated in the CARE SA.

3.I. Electronic Commerce / Electronic Data Interchange (EDI)

3.I.1.1. The Contractor shall use EDI or IBS OCI module (or successor system) as the primary means for interfacing with SDDC for all bookings.

3.I.1.2. The Contractor shall use the Defense Transportation Electronic Data Interchange (DTEDI) approved Implementation Convention for the ANSI X 12 300, 301, 303, 304, and 315 transaction sets in compliance with their approved concepts of operations. Versions 3060, 4010 or later are required. The Contractor shall implement changes to business processes contained in revisions to Transaction Set Implementation Conventions and their controlling concepts of operations as may be approved by the Defense Transportation Electronic Board (DTEB). These changes shall be implemented in accordance with schedules approved by the DTEB.

3.I.1.3. The Contractor shall receive or transmit, as appropriate, the following transactions sets:

3.I.1.3.1. Contractor receiving order data, 300 (Delivery order, the booking, including increases and decreases or any modification to the original booking)

3.I.1.3.2. Contractor ordering confirmation data, 301 (Confirmation of order, Contractor to OO)

3.I.1.3.3. Cancellation data from OO, 303 (OO Cancellation)

3.I.1.3.4. Shipping Instructions, 304

3.I.1.3.5. Contractor shipment status reporting data, 315

3.I.1.4. For EDI 315 transactions, Contractors can access the PAT EDI Generator application to identify and submit EDI 315 transactions (W, I, AE, VD, VA, UV, OA, X1, EC, and RD). This capability replaces the IBS OCI Module previously used for this purpose and is not limited to the Contractors using the OCI module for cargo bookings. In addition, the EDI Generator will provide the Contractor the ability to invalidate erroneously submitted EDI transactions.

3.I.1.5. Shipment Status Reporting. The Contractor shall provide accurate shipment status reports using the 315 transaction sets. Transactions shall be submitted in ANSI X-12 EDI standard or OCI to SDDC. Table 3.I.1.6 identifies specific events that require reporting. The Contractor shall submit all reports within 24 hours of accomplishment.

Table 3.I.1.6 Reportable Shipment Status Events

CODE	DEFINITION	NOTES
EE	Empty spotted	The transaction is required for all carrier owned containers spotted at locations other than container pool locations. Pick up of Loaded Container in lieu of Empty Spotted is acceptable for shippers having container pools. (NOT REQUIRED FOR BREAKBULK)
W	Pickup of Loaded Container/Breakbulk	This transaction is required at the time customer turns over possession to Contractor. This transaction is only applicable upon Contractor pick-up. There shall be exactly one W transaction per shipment. If erroneous W transactions are submitted, Contractor shall invalidate them via the PAT EDI invalidator tool to ensure only one valid transaction is reflected per shipment.
I	In-gate at Port of Embarkation (POE)	This transaction is required at the POE. This transaction is only applicable at the POE. There shall be exactly one (1) transaction per shipment. If erroneous I transactions are submitted, Contractor shall invalidate them via the PAT EDI invalidator tool to ensure only one valid transaction is reflected per shipment.
AE	Loaded on Vessel	This transaction is required at the POE and required at all transshipment ports.
VD	Vessel departure	This transaction is required at POE and required at all transshipment ports.

VA	Vessel arrival	This transaction is required at the Port of Debarkation (POD) and required at all transshipment ports.
UV	Vessel discharge	This transaction is required at the POD and required at all transshipment ports.
OA	Out-gate from POD	This transaction is required at the final POD for all cargo, regardless of whether booked to port or to door. This transaction is only applicable at the POD. Only one OA transaction is permitted per shipment. If erroneous OA transactions are submitted, Contractor shall invalidate them via the PAT EDI invalidator tool to ensure only one valid transaction is reflected per shipment.
RA	Carrier Notified Empty Container Available for Pick-up	This transaction will be auto-generated via PAT to document US Government notification to the Contractor that an empty container is available for pick-up. This transaction will be auto-generated based on the date of notification, if the Contractor does not dispute availability within seven (7) days of notification. (NOT REQUIRED FOR BREAKBULK)
X1	Delivery to consignee	This transaction is required when shipment is delivered to customer, or possession is turned over to the US Government. This transaction is only applicable upon actual physical delivery. There shall be exactly one X1 transaction per shipment. If erroneous X1 transactions are submitted, Contractor shall invalidate them via the PAT EDI invalidator tool to ensure only one valid transaction is reflected per shipment.
EC	Return of Empty Container to Contractor Prior to Delivery (X1)	This transaction is required for container shipments when the Contractor has regained possession of its asset prior to delivery (X1). An example of the proper use of an EC Code would be when cargo is deconsolidated at a transship point, the container is returned to the Contractor prior to X1, and the cargo is moved as pallet loads to the final consignee. Each container shipment container return event shall be documented with either an RD or an EC but never both. (NOT REQUIRED FOR BREAKBULK)
RD	Return of Empty Container to Contractor After Delivery (X1)	This transaction is required for every container shipment when the Contractor regains possession of its asset after delivery (X1). Each container shipment container return event should be documented with either an RD or EC but never both. (NOT REQUIRED FOR BREAKBULK)
SD	Authorized Shipment Delay (Not Government-caused)	This transaction will be auto-generated upon US Government approval of a Contractor requested delay submitted via Delay Request and Authorization Portal (D-RAP). This transaction will be triggered for delays which are not caused by either the US Government or Host Government.
BD	End of Authorized Shipment Delay (Not Government-caused)	This transaction will be auto-generated upon US Government approval of a Contractor request to end a shipment delay submitted via the D-RAP. This transaction will be triggered for delays which are not caused by the US Government or Host Government.
HG	Entry in US Government-directed Staging	This transaction will be auto-generated based on the date input to the PAT D-RAP after receiving and executing U. Government direction to stage a shipment to include port staging or constructive staging.

HR	Release from US Government-directed Staging	This transaction will be auto-generated based on the date recorded in the D-RAP after receiving US Government direction to end staging of a shipment, to include staging at ports or constructive staging.
A1	Authorized Shipment Delay (Government – Caused)	This transaction will be auto-generated upon US Government approval of a Contractor requested delay submitted via the D-RAP. This transaction will be triggered for delays which are caused by either the US Government or Host Government.
A2	End of Authorized Shipment Delay (Government- caused)	This transaction will be auto-generated upon US Government approval of a Contractor request to end a shipment delay submitted via the D-RAP. This transaction will be triggered for delays which are caused by the either the US Government or Host Government.

3.I.2. Additional Guidance on Specific Transactions

3.I.2.1. Additional Rules for HG/HR Transactions

3.I.2.1.1. HG and HR transactions. The HG and HR transactions will be auto-generated by the D-RAP to indicate entry into and release from U. Government-directed staging. Authority for staging is the cognizant SDDC OO.

3.I.2.1.2.HG. Following receipt of a written US Government staging request to stage cargo, the Contractor will submit a request in D-RAP to begin staging with supporting documentation for OO approval. The Contractor will not execute movement of the shipment to a constructive staging location prior to receiving OO written or D-RAP approval. When the OO has approved the staging request in writing, the Contractor will submit the D-RAP request within 2 days of entry into the staging area with supporting documentation. The OO will review the request for accuracy and either approve, approve with a modified date, or reject it. If approved, the HG transaction will be auto-generated and distributed with the date approved in the request.

3.I.2.1.3.HR. Following receipt of a written Government staging release order to move cargo from staging location, the Contractor will execute movement of the shipment from the staging location. Within 2 days of cargo departure from the staging location, the Contractor will submit a request in D-RAP to end staging with supporting documentation. If an onward movement EDI is submitted by the Contractor for staged shipments prior to requesting staging release in the D-RAP, the shipments will queue for auto-closing in the D-RAP. The cognizant OO will review the request and either approve, approve with a modified date or reject it. The HR event date will be the cognizant OO's staging release date identified in the staging release order or the date of departure inputted into the D-RAP indicating actual departure from the staging location whichever is the earliest date. If staging release is not directed by the cognizant SDDC OO within 96 hours of the queuing of the shipment record for auto closing, an HR transaction ending the staging will be auto triggered.

3.I.2.1.4. Cargo must commence dispatch from staging within required timelines outlined in Section 3 of the PWS upon receipt of written US Government request. For large volumes of cargo, Contractor will be responsible for managing dispatch in the most expeditious manner. Contractor will provide dispatch timelines to cognizant SDDC unit and COR until cargo has dispatched from staging area.

3.I.2.1.5. The HG/HR transaction pair, generated via the D-RAP, will recommit the Contractor to a new delivery date defined as: RDD + (# days elapsed between HG and HR). For a shipment RDD to be extended, both an HG and HR transaction must be generated.

3.I.2.2. Additional Rules for SD/BD/A1/A2 Transactions

3.I.2.2.1. SD, BD, A1, and A2 transactions. The SD, BD, A1, and A2 transactions will be auto-generated by the D-RAP based on US Government approval to indicate start or end of an authorized delay. These transactions will be auto generated only upon authorization from the cognizant SDDC COR.

3.I.2.2.2. SD and A1. The Contractor shall submit a request for an authorized delay to the cognizant SDDC COR via the D-RAP within 10 business days of the event causing the delay. The SDDC COR has 10 business days to respond to the request from the Contractor via the D-RAP.

3.I.2.2.3. Following US Government authorization of a Contractor's request for delay via the D-RAP, the SD or A1 transaction will be auto-generated and distributed. If an authorization is not processed by the cognizant SDDC COR in the D-RAP within 10 business days, the SD or A1 transaction will be auto-generated and distributed. The Contractor must submit supporting documentation with the delay request submitted via the D-RAP. The COR may deny the delay authorization if supporting documentation with adequate justification is not provided.

3.I.2.2.4. BD and A2. The Contractor shall submit a request to end the authorized delay via the D-RAP with supporting documentation. Following US Government authorization of a Contractor's delay end via the D-RAP, the BD or A2 transaction, as applicable, will be auto-generated and distributed. If the SDDC COR determines that the Contractor's reporting of the delay duration is inflated, the delay authorization may be voided.

3.I.2.2.5. For authorized SD/BD transaction pairs generated via the D-RAP, it will not recommit the Contractor to a new delivery date. The Contractor must submit required documentation via the Carrier Performance Portal (CPP) to request exclusion from scorecard or on time delivery.

3.I.2.2.6. For authorized A1/A2 transaction pairs generated via the D-RAP, it will not recommit the Contractor to a new delivery date. CPP will automatically exclude from scorecard or grant on time delivery based on the authorized government delay.

3.I.2.2.7. For all delays, if an onward movement EDI is submitted by the Contractor, prior to the Contractor requesting an end to the delay in D-RAP, the delayed shipments will queue for auto-closing. If an end delay request is not received via D-RAP by the cognizant SDDC COR within 96 hours of the queuing of the shipment record for auto-closing, a BD/A2 transaction ending the delay will be auto-triggered by the D-RAP. The BD/A2 event date will equal the event date of the SD/A1 transaction and the RDD will not be extended.

3.I.2.2.8. Government and non-Government delays will be approved, approved with date modification, or denied by the US Government COR based on their review of the D-RAP request. The US Government COR will not approve a request for a Government caused delay request as a non-Government caused delay. If the Contractor decides to submit a previously denied Government caused delay request as a non-Government caused delay, a new request must be submitted.

3.I.3. Manual Operational Reports

The Contractor shall submit the below reports in connection with cargo in their possession. Report format, distribution, submission schedule and medium are described at Appendix IV.

1. Cargo Lift Information (Containers and Breakbulk)
2. Contractor Containerization
3. Pre-Arrival Notice
4. Cargo Not Lifted as Booked/Booked and Not Lifted
5. Vessel Position

3.J. Exceptions to Normal Service

3.J.1. Futile Trip

When futile trip costs are incurred due to the fault of the US Government, the Contractor may submit an invoice for authorized futile trip costs as established in the Invoicing and Payment Instructions. Futile trip charges will not exceed the linehaul, mileage or drayage contract rate for the same routing. The Contractor shall notify the OO, in BRT, within five business days of a futile trip has occurred. The Contractor may submit a Futile Trip invoice into the PAT Invoice Processing Portal (IPP) only after the OO has approved the Futile Trip in BRT.

3.J.2. Government Failure to Timely Release Containers

3.J.2.1. Occurrence. When a container which has been positioned at a Government stuffing facility is not released by the Government within a reasonable time to meet the scheduled sailing time and date of the Contractor's vessel to which it is booked, thereby, precluding the container from being loaded on the vessel, the Government shall have the alternatives set forth below. In no event will the Government be liable for vessel demurrage or dead freight as a result of failure to release a container in time to meet a specified vessel sailing.

3.J.2.2. Load on the Next Vessel. The Government may allow the Contractor to load the container on the next vessel scheduled to the booked port of debarkation. If storage charges are incurred they will be paid in accordance with paragraph 3.J.14. Invoices should be submitted in accordance with contract invoicing procedures.

3.J.2.3. Un-stuff the Container. The Government may order the Contractor to move the container to another place for un-stuffing. The Government shall bear all costs of repositioning the container.

3.J.2.4. Move to another Place for Shipping. The Government may order the Contractor to move the container to another place. The Government shall bear all costs of repositioning the container.

3.J.3. Notification of Receipt of Damaged Cargo

Contractor shall immediately notify the OO of Less-than-Container-Load (LCL) shipments arriving Contractor's terminal for stuffing that are found damaged or not suitable for containerization.

3.J.4. Delay of Scheduled Sailings

3.J.4.1. Occurrence. If the scheduled sailing to which container cargo is booked is delayed more than forty-eight (48) hours, the Government has the alternative set forth below.

3.J.4.1.1. The Government may allow the container to move on the delayed sailings.

3.J.5. Contractor Failure to Load Containers

3.J.5.1. Occurrence. When a stuffed container is released by the Government within reasonable time to meet the scheduled sailing time and date of the Contractor's vessel to which it is booked and the container is delayed, through fault of the Contractor, thereby precluding the container from being loaded on the vessel, the Government shall have the remedies set forth below.

3.J.5.2. Load on the Next Vessel. The Government may order the Contractor to load the container on the next vessel scheduled to the same port of debarkation.

3.J.5.3. Return the Cargo. The Government may elect to return the cargo, in which case the Contractor shall move the container to a place designated by the OO for un-stuffing and shall bear all costs for such movement and unstuffing. The Government shall not be obligated to pay for use of the container.

3.J.6. No Fault Failure to Meet Sailing

3.J.6.1. Occurrence. If a container stuffed with cargo misses the sailing for which it is due to no fault of the Government or the Contractor, the Government shall have the remedies set forth below.

3.J.6.2. Load on the Next Vessel. The Government may order the Contractor to load the container on the next vessel scheduled to the same port of debarkation. The Government shall not pay for additional costs due to moving to the next vessel.

3.J.6.3. Return the Cargo. If the Government elects to order the return of the cargo, the Contractor shall move the container to a place designated by the OO for unstuffing. The Government shall bear all costs of such movement.

3.J.7. Diversion for the Convenience of the Government

Upon written direction by the CO, the Contractor may route or divert its vessel, for the convenience of the Government, to a port of loading or discharging not on the route for which rates are established in CARE SA. The written direction shall reflect the special routing or diversion and state the agreed additional cost, if any, to be paid by the Government for such special routing or diversion.

3.J.8. Transfer of Containerized Cargo

3.J.8.1. The Contractor shall not transfer or transload cargo from one container to another without the authorization of the OO, except when such transfer is required to safeguard the cargo during the continuation of the movement. When cargo is transferred from the original container, the Contractor shall immediately notify the SDDC Battalion (BN) responsible for the loading and discharge ports. Such notice shall contain the serial number and seal number of the original container and of the container to which cargo was transferred, the place where the transfer occurred and the reason for the transfer. When the container to which the cargo was transferred differs in internal cubic capacity from the original container, the rate shall be based upon the cubic capacity of the original container.

3.J.8.2. When authorized by the OO, the Contractor may transload dry cargo at a bonded warehouse. All costs associated with transload shall be included in the linehaul or mileage rates established in CARE SA. This is not allowable with refrigerated cargo.

3.J.9. Container Identification.

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

3.J.10. Security.

If the Government notifies the Contractor that the employment or the continued employment of the Master or any Contractor personnel is prejudicial to the interest or endangers the security of the United States of America, the Contractor shall make any employment changes requested by the Government. Any costs to the Contractor incurred by such changes shall be the responsibility of the Contractor.

3.J.11. Damage to Contractor Equipment

3.J.11.1. The Contractor may be entitled to reimbursement for damages to Contractor owned equipment when such damage or loss is by act, neglect or failure to maintain equipment by the US Government, its agents, employees or Contractors (other than the prime Contractor) while such Contractor equipment is in the custody and care of the US Government, its agents, employees or Contractors (other than the prime Contractor). The US Government shall repair or reimburse the Contractor for reasonable costs of repairs.

3.J.11.2. The US Government shall notify the Contractor of damage to Contractor's equipment while in the US Government's care and custody immediately upon identification of the occurrence of said damage. The Contractor shall assign to the US Government any rights, causes of action, or other claims, which the Contractor may have against third parties with respect to such damage.

3.J.11.3. The US Government shall not be liable for the repair of any damage under this section unless written notice specifying such damage shall have been given to and acknowledged by the US Government or its authorized representative.

3.J.11.3.1. At the time custody of the equipment is returned by the US Government to the Contractor; or

3.J.11.3.2. Within 5 calendar days after the damage was discovered or should have been discovered after custody of the equipment is returned by the US Government to the Contractor (for damage that is not readily apparent).

3.J.11.3.3. The Contractor will submit costs directly to the CO as a request for an equitable adjustment to the contract for reasonable, allocable, incurred costs with supporting documentation.

3.J.12. Overweight Containers

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

3.J.13. Changes to Service

If the Contractor wishes to materially change its service, the Contractor must submit to the CO not later than 60 calendar days prior to the anticipated change a written request detailing such change and the impact on the service provided. The CO may approve or disapprove the request. If the request is disapproved and the Contractor cannot perform as offered at time of contract award, the Government may determine that the Contractor cannot perform on this contract and take action pursuant to FAR 52.212.4, Contract Terms and Conditions – Commercial Items. The Contractor shall not implement such a change without the written consent of the CO. If it is not practicable to submit a change request within 60 calendar days of anticipated change, the Contractor may submit the request with a description of the circumstances that require an immediate change.

3.J.14. Port Storage

When onward movement has been delayed other than due to Contractor's actions, the Contractor shall be reimbursed for actual expenses incurred in the storage of containers or cargo at a port. Any such delays must be supported by the applicable EDI transactions in paragraph 3.I. (A1/A2 or HG/HR).

3.J.14.1. To receive reimbursement for Port Storage services while the cargo is in the possession of the Contractor, the Contractor shall submit an invoice as established in Appendix VII, Invoicing and Payment.

3.K. Cyber Security

3.K.1. General Cyber Security Requirements

3.K.1.1. Handling and Protection of Non-Public Information

3.K.1.1.1. In performance of this contract, the Contractor may have access to DoD Transactional Information (DTI), which for the purposes of this section shall mean any information developed or received in the course of planning, ordering, shipping, tracking, and invoicing in support of the requirements of this contract. To adequately protect this DTI, Contractor information systems (IS) involved in the performance of this contract shall comply with the security requirements in the current version of the National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, "Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations". Compliance with NIST SP 800-171 measures is required at the Prime Contractor level and does not apply to subcontractors and other entities that the Prime Contractor engages with in order to meet the requirements of this contract unless the CUI is identified in the contract.

3.K.1.1.2. Additionally, the Contractor agrees to use such information only for the purposes of fulfilling the contracted requirements and to protect such information from unauthorized release or disclosure. Protection of the DTI does not abrogate any responsibilities of the Contractor to comply with or implement additional cyber security requirements as part of generally accepted system security principles or as required by other categories of information that may be co-resident with the DTI on the Contractor's IS.

3.K.1.2. Operationally Critical Support

The services designated under this contract are "operationally critical support" as defined in DFARS 252.204-7012 Safeguarding Covered Defense Information and Cyber Incident Reporting.

3.K.2. Cyber Security Assessments and Mitigation Plans

3.K.2.1. The Contractor shall provide a Self-Assessment of its compliance with NIST SP 800-171 and present a Plan of Action that identifies any deviations, non-compliance, or proposed alternative means of compliance as well as plans for correcting non-compliant requirements to the CO within 60 days of contract award and then annually thereafter on 1 September each year. The Self-Assessment and Plan of Action shall address all of the requirements in NIST SP 800-171.

3.K.2.2. Table 3.K.3 below provides modified requirements of CUI/CDI specific controls from NIST SP 800-171 that will be used to evaluate compliance in a non-CUI/CDI environment. Additionally, at any time during the period of performance, when a Contractor determines it is non-compliant with a NIST SP 800-171 requirement or an approved alternate means of compliance resulting in a High or Moderate Potential Impact as defined in Federal Information Processing Standards Publication (FIPS PUB) 199, "Standards for Security Categorization of Federal Information and Information Systems," the Contractor shall submit a Plan of Action within 15 calendar days of the determination of non-compliance.

3.K.2.3. Plans of Action and any requests to vary from NIST SP 800-171 shall be submitted to the CO for consideration and approval by USTRANSCOM. The Contractor need not implement any security requirement determined by USTRANSCOM to be non-applicable or to have an equally effective alternative security measure implemented in its place. The Plan of Action shall follow the template provided. Alternate formats for the Plan of Action may be proposed and must be approved by USTRANSCOM.

3.K.2.4. USTRANSCOM may conduct an on-site visit to a Contractor's facility or request a third party assessment (US Government agency or US Government funded commercial entity) to review progress towards meeting their Plan of Action, evaluate any proposed variances to NIST SP 800-171 requirements, and to assess residual risk to the DTI resulting from the non-compliance. Date and time of on-site visits will be mutually agreed-upon by USTRANSCOM and the Contractor in advance.

3.K.2.5. A template for the Self-Assessment is provided in Attachment 3.

3.K.3. Modified NIST SP 800-171 Requirements

Modified NIST SP 800-171 Requirements for this Contractor are as shown in the table below.

Table 3.K.3 – Modified NIST Requirements

Req #	NIST SP 800-171 Requirement	USTRANSCOM Modified Requirement
3.1.3	Control the flow of CUI in accordance with approved authorizations.	Limit the flow of DoD information to organizations or individuals necessary for the performance of the operationally critical requirements of this contract.
3.1.9	Provide privacy and security notices consistent with applicable CUI rules.	Provide privacy and security notices consistent with US Government and/or local governmental regulations.
3.1.19	Encrypt CUI on mobile devices and mobile computing platforms.	Provide adequate technical protections on mobile devices and computing platforms that process and/or store contractual information.
3.1.22	Control CUI posted or processed on publicly accessible systems.	Control DoD information posted or processed on publicly accessible systems.
3.7.3	Ensure equipment removed for off-site maintenance is sanitized of any CUI.	Ensure equipment removed for off-site maintenance is sanitized of DoD information.
3.8.1	Protect (i.e., physically control and securely store) system media containing CUI, both paper and digital.	Protect (i.e., physically control and securely store) system media containing DoD information, both paper and digital.
3.8.2	Limit access to CUI on system media to authorized users.	Limit access to DoD information on system media to authorized users.
3.8.3	Sanitize or destroy system media containing CUI before disposal or release for reuse.	Sanitize or destroy system media containing DoD information before disposal or release for reuse.
3.8.4	Mark media with necessary CUI markings and distribution limitations.	Mark media with privacy and security notices consistent with US Government and/or local government regulations.
3.8.5	Control access to media containing CUI and maintain accountability for media during transport outside of controlled areas.	Control access to and maintain accountability for media containing DoD information.

3.8.9	Protect the confidentiality of backup CUI at storage locations.	Provide information backup procedures (frequency, timeframe for storage, etc.) for DoD data located on Contractor systems. Protect the confidentiality of backup materials containing DoD information.
3.9.1	Screen individuals prior to authorizing access to organizational systems containing CUI.	Screen individuals prior to authorizing access to organizational systems containing DoD information.
3.9.2	Ensure that CUI and organizational systems containing CUI are protected during and after personnel actions such as terminations and transfers.	Ensure that DoD information and organizational systems containing DoD information are protected during and after personnel actions such as terminations and transfers.
3.10.6	Enforce safeguarding measures for CUI at alternate work sites (e.g., telework sites).	Enforce safeguarding measures for DoD Information at alternate work sites (e.g., telework sites).
3.11.1	Periodically assess the risk to organizational operations (including mission, functions, image, or reputation), organizational assets, and individuals, resulting from the operation of organizational systems and the associated processing, storage, or transmission of CUI.	Periodically assess the risk to organizational operations (including mission, functions, image, or reputation), organizational assets, and individuals, resulting from the operation of organizational systems and the associated processing, storage, or transmission of DoD information.
3.13.8	Implement cryptographic mechanisms to prevent unauthorized disclosure of CUI during transmission unless otherwise protected by alternative physical safeguards.	Implement cryptographic mechanisms to prevent unauthorized disclosure of DoD information during transmission when possible unless otherwise protected by alternate physical safeguards.
3.13.11	Employ FIPS-validated cryptography when used to protect the confidentiality of CUI.	Employ FIPS-validated cryptography when used to protect the confidentiality of DoD information within the organization's systems and when possible when transmitting to external entities.
3.13.16	Protect the confidentiality of CUI at rest.	Protect the confidentiality of DoD information at rest.

3.K.4. Cyber Incident Reporting

3.K.4.1. In addition to the DFARS 252.204-7012 reporting requirements for unclassified systems and DoD Manual (DoDM) 5220.22, National Industrial Security Program Operating Manual (NISPOM) for classified systems, reportable cyber-incidents include, regardless of whether the IT system contains CUI or there is an impact to the delivery schedule, but are not limited to, the following:

3.K.4.1.1. Cyber-incidents as defined in Table 3.K.4.1.

3.K.4.1.2. Notifications by a federal, state, or local law enforcement agency or cyber-center (i.e., National Cyber Investigative Joint Task Force (NCIJTF), National Cybersecurity & Communications Integration Center (NCCIC)) of being a victim of a successful or unsuccessful cyber-event, anomaly, incident, insider threat, breach, intrusion, or exfiltration.

Table 3.K.4.1

Incident Category	Description
Root Level Intrusion	Unauthorized privileged access to an IS. Privileged access, often referred to as administrative or root access, provides unrestricted access to the IS. This category includes unauthorized access to information or unauthorized access to account credentials that could be used to perform administrative functions (e.g., domain administrator). If the IS is compromised with malicious code that provides remote interactive control, it will be reported in this category.
User Level Intrusion	Unauthorized non-privileged access to an IS. Non-privileged access, often referred to as user level access, provides restricted access to the IS based on the privileges granted to the user. This includes unauthorized access to information or unauthorized access to account credentials that could be used to perform user functions such as accessing Web applications, Web portals, or other similar information resources. If the IS is compromised with malicious code that provides remote interactive control, it will be reported in this category.

Denial of Service	Denial of Service (Incident)—Activity that denies, degrades, or disrupts normal functionality of an IS or DoD information network.
Malicious Logic	Installation of software designed and/or deployed by adversaries with malicious intentions for the purpose of gaining access to resources or information without the consent or knowledge of the user. This only includes malicious code that does not provide remote interactive control of the compromised IS. Malicious code that has allowed interactive access should be categorized as Root or User Level Intrusion incidents. Interactive active access may include automated tools that establish an open channel of communications to and/or from an IS.
Ransomware	Malware designed to encrypt files on a device, rendering any files and the systems that rely on them unusable. Malicious actors then demand ransom in exchange for decryption. Ransomware actors often target and threaten to sell or leak exfiltrated data or authentication information if the ransom is not paid. Ransomware is a reportable incident that may be associated with multiple incident categories depending on the attack vector and execution.

3.K.5. Cyber-Incident Reporting – Classified System

If the cyber-incident affects a classified system, vulnerabilities associated with the incident will be classified per the current version of USTRANSCOM Instruction 31-02, Security Classification Guide.

3.K.6. Cybersecurity Incident Reporting Timelines

In addition to providing the notification required by DFARS 252.204-7012, the Contractor is required to notify USTRANSCOM as soon as practical, but no later than 72 hours after discovering a reportable cyber-incident. The reporting timeline begins when the incident is discovered or reported to the company, its employees, Contractors, or cybersecurity firm responsible for providing cybersecurity and response for the company. The Contractor shall contact the USTRANSCOM Cyber Operations Center (CyOC) via phone at 618-817-4222. If the Contractor does not immediately reach the CyOC via phone, the Contractor shall send an email notification to transcom.scott.tcj6.mbx.cyoc-dodin-operations@mail.mil. The threshold for cyber-incident reporting is no more than one late cyber-incident report or unreported cyber-incident in a twelve (12) month period.

3.K.7. Mandatory Reporting Data

3.K.7.1. The Contractor shall work with the USTRANSCOM CyOC through resolution of the incident. Within 72 hours of becoming aware of a reportable cyber-incident, the Contractor shall provide an initial notification of the incident, even if some details are not yet available, which includes, but is not limited to, the following information:

- (a) Company Name
- (b) Who will be the POC with contact information
- (c) CO POC (name, telephone, email)
- (d) Overall Assessment – Description of incident, data at risk, mitigations applied
- (e) Indicators of compromise
- (f) Vector of attack (if known)
- (g) Estimated time of attack (if known)

3.K.7.2. The Contractor shall provide a follow-on cyber-incident report to the USTRANSCOM CyOC within 5 days of becoming aware of a reportable cyber-incident, which includes, but is not limited to, the following information:

- (a) Contractor unique Commercial and Government Entity (CAGE) code
- (b) Contract numbers affected
- (c) Facility CAGE code where the incident occurred if different than the prime Contractor location
- (d) POC if different than the POC recorded in the System for Award Management (name, address, position, telephone, email)
- (e) CO POC (name, telephone, email)
- (f) Contract clearance level
- (g) DoD programs, platforms, systems, or information involved
- (h) Location(s) of compromise

- (i) Date incident discovered
- (j) Type of compromise (e.g., unauthorized access, inadvertent release, other)
- (k) Description of technical information compromised
- (l) Any additional information relevant to the information compromise

3.K.8. Incident Reporting Coordination

3.K.8.1. In the event of a cyber-incident, USTRANSCOM may conduct an on-site review of network or information systems where DoD information is resident on or transiting to assist the Contractor in evaluating the extent of the incident and to share information in an effort to minimize the impact to both parties. Date and time of on-site visits will be mutually agreed upon by USTRANSCOM and the Contractor in advance.

3.K.8.2. The Contractor agrees to allow follow-on actions by the Government (e.g., USTRANSCOM, Federal Bureau of Investigation, Department of Homeland Security, DC3, etc.) to further characterize and evaluate the suspect activity. The Contractor acknowledges that damage assessments might be necessary to ascertain an incident methodology and identify systems compromised as a result of the incident. Once an incident is identified, the Contractor agrees to take all reasonable and appropriate steps to preserve any and all evidence, information, data, logs, electronic files and similar type information (reference NIST Special Publication 800-61: Computer Security Incident Handling Guide, (current version)) related to the incident for subsequent forensic analysis so that an accurate and complete damage assessment can be accomplished by the Government.

3.K.8.3. The Contractor is not required to maintain an organic forensic capability, but must ensure data is preserved (e.g., remove an affected system, while still powered on, from the network) and all actions documented until forensic analysis can be performed by the Government or, if the Government is unable to conduct the forensic analysis, a mutually agreed upon third party (e.g., Federally Funded Research and Development Center (FFRDC), commercial security Contractor, etc.). Any follow-on actions shall be coordinated with the Contractor via the CO.

3.K.8.4. The Contractor agrees to indemnify and hold the government harmless for following any recommendations to remedy or mitigate the cyber-incident following the actions under 3.K.7.1 and 3.K.7.2.

3.K.9. Confidentiality and Non-Attribution Statement

The Government may use and disclose reported information as authorized by law and will only provide attribution information on a need-to-know basis to authorized persons for cybersecurity and related purposes (e.g., in support of forensic analysis, incident response, compromise or damage assessments, law enforcement, counterintelligence, threat reporting, and trend analysis). The Government may share threat information with other USTRANSCOM industry partners without attributing or identifying the affected Contractor.

3.L. Operational Security (OPSEC)

The Contractor shall comply with DoD Directive 5205.02, Army Regulation 530-1, and the requiring activity OPSEC program. Failure to comply with the OPSEC directives shall be identified as adequate cause for removal of a Contractor employee from performance on this contract/task order and may be considered for appropriate legal action. The Contractor shall ensure Contractor employees as described in 6.B will complete Level I OPSEC training within thirty (30) calendar days of start of employee performance on this contract and annually thereafter. The Contractor shall maintain all OPSEC training records and shall provide copies to the COR upon request.

SECTION 4 MEASURING PERFORMANCE

4.A. Performance Requirements

The expectation of the US Government is that all cargo booked under this contract shall successfully move in accordance with the terms of the contract. The Contractor performance will be measured by the cognizant COR.

4.A.1. Performance Measures and Performance Standards

4.A.1.1. To evaluate the Contractor's success in meeting minimum contract standards that support stated Performance Objectives, the US Government will monitor and measure Contractor performance under this contract using the Performance Measures identified at Table 4.A.4.1.

4.A.1.2. There may be more than one Performance Measure for a single Performance Objective.

4.A.2. Performance Objectives

4.A.2.1. Performance Objective No. 1: On-Time Delivery

The Contractor shall deliver the cargo not later than the RDD specified in the accepted booking. Delays may be authorized by the US government. If the Contractor experiences delays during movement, the Contractor may submit a delay request, with proper documentation, in D-RAP. A modified RDD may be assigned based on the length of the delay authorized by the US government.

4.A.2.2. Performance Objective No. 2: In-Transit Visibility (ITV)

4.A.2.2.1. The Contractor shall provide accurate and timely shipment status reports using the EDI, or the OCI, as required by Section 3. There are nine required transactions for container shipments, and eight for breakbulk as described in Table 3.I.1.6.

4.A.2.2.2. Required transactions for containers: W, I, AE, VD, VA, UV, OA, X1, EC or RD

4.A.2.2.3. Required transactions for breakbulk: W, I, AE, VD, VA, UV, OA, X1

4.A.2.2.4. Although required, EC or RD will not be measured with the other required EDI transactions. The US Government recognizes that in some cases RD submission may occur after shipment RDD and therefore after the performance measure window has passed.

4.A.2.2.5. The ITV performance objective is calculated based on a weighted score of EDI submission considered at 50% weight and submission timeliness considered at 50% weight. Each transaction will be independently measured. For example, if the Contractor submits seven out of eight required breakbulk transactions and all seven are timely, the Contractor would receive 87.5% credit for ITV on that shipment $((7/8)*50\%)+((7/8)*50\%) = 87.5\%$.

4.A.2.2.6. The ITV measure is independent of the on-time delivery performance measure. Failure to submit an X1 transaction will be considered equivalent to a missed RDD unless conditions under PWS paragraph 3.I.2 applies. In either case, X1 is a mandatory EDI transaction for all shipments unless the shipment is cancelled or decreased.

4.A.3. CPP Procedures for Monthly Scorecards

4.A.3.1. On the 1st calendar day of every month, the Contractor will review its performance data for the previous month using the History tab under Historical Reporting in CPP. EDI transactions will be accepted in CPP until the 5th calendar day of the month. Contractors may submit for credit in CPP for timeliness, submission, on time delivery, and exclusions until the 8th calendar day.

4.A.3.2. On the 16th calendar day of the month to the 19th calendar day, the Contractor may submit a CPP rejection challenge to the Contract Management Office (CMO) via the CPP portal.

4.A.3.3. On the 20th calendar day of the month, the Contractor may review their monthly scorecard in CPP. The Contractor will have 4 additional calendar days to dispute any discrepancies in performance assessment data with the SDDC HQ CORs.

4.A.4. Performance Objective Assessment

Performance assessments will be prepared on a monthly basis. The cognizant CORs will coordinate with the Contractor to resolve all disputed performance assessment data prior to the posting of the Monthly Performance Assessment. The Government shall accomplish audits of Contractor submitted performance data to ensure accuracy. Data points for Performance Objectives 1 and 2 represent one container or piece of cargo as booked.

Table 4.A.4.1

Performance Objective	Description	Performance Measure	Performance Average	Weight	Performance Assessment
1	On-Time Delivery	Cargo shall be delivered not later than the Required Delivery Date as accepted in the booking.	$x\%$	0.75	$x * .75$
2	In-transit Visibility	The Contractor shall provide to the US Government an accurate 315 transaction set within 24 hours of the event.	$y\%$	0.25	$y * .25$
Contractor Performance Score				1.00	Total %

Monthly Performance Score Example

If the Contractor meets RDD on 275 of the 300 movements, it's On-Time Delivery score is calculated as $275/300=91.67\%$. This is then multiplied by the 75% weight ($91.67\%*.75=68.75\%$).

If the Contractor submits 2,350 of 2,400 required transactions and 2,325 of them are timely, it's ITV score is calculated as $((2350/2400) * 50\%) + ((2325/2400) * 50\%) = 97.4\%$. This is then multiplied by the 25% weight ($97.4\%*.25=24.35\%$).

68.75% (RDD) is then added to the 24.35% (ITV) which equates to a monthly performance score of 93.1%.

4.A.5. Performance Rating

4.A.5.1. The US Government will, as suggested in Table 4.A.5.1 below, assign a Contractor Rating to the Contractor's Performance Score.

Table 4.A.5.1

Contractor Performance Score	Rating
<i>95% - 100%</i>	Exceptional
<i>90% - 94%</i>	Very Good
<i>80% - 89%</i>	Satisfactory
<i>76% - 79%</i>	Marginal
<i>75% and under</i>	Unsatisfactory

4.B. Compliance with Contract Terms and Conditions (CCTC)

The Contractor will perform in accordance with all terms and conditions in the contract. CCTC will be measured based on the Contractor's total number of Contractor Deficiency Reports (CDR) against the Contractor's total shipments with an RDD in the same month as the shipment associated with the CDR.

SECTION 5 RATE RULES

5.A. Application of Rates

5.A.1. Expression of Rates

All rates appearing in CARE SA are stated in US dollars and cents per the applicable unit of measure.

5.A.2. Acceptance of Booking

The application of rates for the movement of cargo will be detailed in IBS. Upon acceptance of the booking, the Contractor agrees to payment based on the requirements in IBS at the time of acceptance. The Contractor may consolidate and mix cargo at the Contractor's convenience, but will bill based on the IBS booking.

5.A.3. Containerized Cargo

5.A.3.1. The Contractor shall be paid in accordance with the rates set forth in CARE SA for containers stuffed with general cargo (including mail/mail equipment), refrigerated cargo, controlled atmosphere cargo, hazardous material cargo, flatrack service and recyclable cargo. This rate is inclusive of all port operations, terminal handling, and stevedoring.

5.A.3.2. When vehicles are offered as containerized cargo in IBS, the Contractor shall containerize the vehicles and will be paid in accordance with the container rates and cargo handling charges, if incurred, as set forth in CARE SA. Containers may be stuffed with a mixture of vehicles and other general cargo. This rate is inclusive of all port operations, terminal handling, and stevedoring.

5.A.4. Breakbulk

5.A.4.1. For breakbulk cargo the Contractor shall be paid based on the manifested measurement tonnage (MTON) of the cargo in accordance with the rates set forth in CARE SA. This rate is inclusive of all port operations, terminal handling, and stevedoring.

5.A.4.2. Vehicles too large to stuff into a container will be offered as Breakbulk cargo. The Contractor shall be paid by the measurement ton in accordance with the rates set forth in CARE SA. Vehicles shall be measured on the basis of extreme dimensions as offered for shipment.

5.A.4.3. Inoperable Light and Heavy Vehicles. In accordance with booking terms, when the Government requests the Contractor to provide loading and/or discharging service for self-propelled wheeled or tracked vehicles, and the

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

5.A.5. Flatbed and Double Drop Service

5.A.5.1. OOs may order linehaul for breakbulk shipments using flatbed or double drop rates when:

5.A.5.1.1. The weight of any single piece does not exceed 44,000 pounds for flatbed or 40,000 pounds for doubledrop.

5.A.5.1.2. The height of the cargo, when loaded on the equipment, does not exceed 13 feet 6 inches.

5.A.5.1.3. The width does not exceed 11 feet.

5.A.5.2. Service Requirements

5.A.5.2.1. Contractor's loading of cargo on conveyance at POD and removal from conveyance at POE is included in ocean rates for breakbulk. Costs for securing cargo onto conveyance are included in Contractor's inland rates for flatbed and double drop service.

5.A.5.2.2. For cargo moving on flatracks:

5.A.5.2.2.1. The container dry cargo linehaul rate shall apply for in-gauge cargo per container rule; however, Contractor may transload to flatbed for their own convenience.

5.A.5.2.2.2. For OOG cargo on flatrack, the Contractor shall be paid for the flatbed or double drop service as required by the height of the cargo and paid the transloading rate to transload the cargo.

5.A.5.2.2.3. EDI reporting requirements apply for events as specified in Table 3.I.1.6.

5.A.5.3. Pricing and Rate Rules

5.A.5.3.1. Linehaul shall be priced by type of equipment and separately for in-gauge and over wide cargoes as follows:

<u>Height</u>	<u>Width</u>	<u>Equipment Type</u>
Up to 10'6" (126")	Up to 8'6" (102")	Flatbed in-gauge*
Up to 10'6" (126")	Over 8'6" up to 11' (103"-132")	Flatbed OOG*
Over 10'6" up to 11'8" (127"-140")	Up to 8'6" (102")	Double drop in-gauge**
Over 10'6" up to 11'8" (127"-140")	Over 8'6" up to 11' (103"-132")	Double drop OOG**
*Not to exceed 44,000 lbs **Not to exceed 40,000 lbs		

5.A.5.3.2. There are two categories of equipment:

5.A.5.3.2.1. Flatbed includes drop deck.

5.A.5.3.2.2. Double drop includes removable gooseneck (RGN).

5.A.5.3.3. Equipment length is as required to move the cargo safely and in compliance with local laws and regulations but should not exceed 53 feet. Calculation of usable space per conveyance should not exceed 480" per conveyance.

- 5.A.5.3.4. Cargo with width less than or equal to 8.5 feet is considered in-gauge.
- 5.A.5.3.5. Cargo that exceeds 8.5 feet but does not exceed 11 feet is considered overwidth.
- 5.A.5.4. Contractor shall be paid for each piece of equipment used when optimized in accordance with 5.A.5.4.1.1.
- 5.A.5.4.1. If more than one piece can be loaded per conveyance:
- 5.A.5.4.1.1. Contractor shall organize available cargo to trucks and use best practices to minimize the number of conveyances used.
- 5.A.5.4.1.2. The tallest piece shall determine whether the conveyance shall be priced as flatbed or double drop; the widest piece shall determine whether the conveyance shall be priced as in-gauge or OOG.
- 5.A.5.4.2. If cargo ordered on different bookings is loaded on the same conveyance, the Contractor may only bill once for the equipment.
- 5.A.5.5. Chains and binders shall be provided by the Contractor as required to properly secure cargo to the conveyance. Chains and binders remain the property of the Contractor.
- 5.A.5.6. Shipper-owned containers shall move at Contractor's container linehaul rates or flatbed in-gauge rates, whichever are lower. Three Tricons or four Quadcons shall move as one 20-ft. container rate calculation.
- 5.A.5.7. The Contractor may choose to use other types of equipment that can accommodate the cargo; however, the Contractor shall be paid for flatbed or double drop service as determined by the height of the cargo as specified in 5.A.5.3.1.

5.A.6. Mileage Rates

5.A.6.1. The Defense Table of Official Distances (DTOD) is the official source of distances for payment of rates based on mileage and for calculation of standards based on overland distance. Contractors shall be paid in accordance with the version of DTOD used by IBS at the time of the booking.

5.A.6.2. In order for commercial carriers to gain approved access to the DTOD website or services, the company needs to purchase/renew necessary licenses annually from the software vendor.

5.A.6.3. One-Way Mileage Rates. If a particular point becomes a recurring requirement, the contractor may be required to establish a single factor rate. Normal rule of thumb is that if a requirement recurs at the rate of once every 60 calendar days or is estimated to occur six times in a year, a single factor rate should be established.

5.A.7. Refrigerated Cargo Linehaul Rates

Rates for drayage or inland service in connection with the transportation of refrigerated cargo are applied at an additional 5% of the basic general cargo drayage inland or mileage rate.

5.A.8. Accessorial Services

5.A.8.1. Controlled Atmosphere. The Contractor will be paid the Controlled Atmosphere rate in accordance with the rates in CARE SA when such equipment is ordered and provided by the Contractor.

5.A.8.2. Tank Container. When ordered by the OO, the Contractor shall provide an acceptable, clean, and empty tank container to the shipper. The Contractor shall be paid in accordance with the rates set forth in the Table of Accessorial Rates in CARE SA when equipment is provided by the Contractor.

5.A.8.3. POV Processing Charge. The Contractor shall provide the services detailed in 3.G and shall be paid in accordance with the rates set forth in the Table of Accessorial Rates in CARE SA.

5.A.8.4. Cargo Handling. The Contractor shall provide cargo handling services that consist of stuffing, unstuffing, transloading, and consolidation of containerized cargo at Contractor designated facilities. This service shall include, without regard to type/size container, the tallying of cargo, and necessary blocking, bracing, and dunnage. The Contractor shall provide stuffing, consolidating, stripping, sorting, and transloading services as specified in the booking. When ordered by the OO, the Contractor shall provide all labor, material, and equipment necessary to

receive cargo; unload from inbound conveyance; tally cargo; load and secure cargo into containers; provide intra-terminal transfers; supply necessary blocking, bracing, and dunnage; and submit reports in accordance with Appendix IV. Accessorial includes all services from in-gate and receipt of cargo through stuffing of container at the POE and from unstuffing of the container to out-gate at POD. Cargo Handling shall be paid in accordance with the rates set forth in the Table of Accessorial Rates in CARE SA.

5.A.8.5. Respot Service. The Contractor shall provide respot service in NSGB and this service shall consist of moving a Government stuffed container from the initial point of delivery within a facility to another point within that facility. Respot charges shall be paid in accordance with the rates set forth in the Table of Accessorial Rates in CARE SA.

5.A.8.6. Flatrack Surcharge. The Contractor guarantees the required number of flatracks requested by the Government for each vessel sailing, provided the requirement is given to the Contractor by the OO at least two (2) weeks prior to the intended sailing of the Contractor's vessel. The Contractor will be paid an additional surcharge as indicated in CARE SA.

5.A.8.7. Super Cargo Service. The Contractor shall be paid the rates as indicated in the CARE SA on per individual/per day basis.

5.A.8.8. Cargo Clearance Import. When this accessorial is ordered, the Contractor has primary responsibility for cargo clearance of household goods being imported to the United States. Services ordered under this contract include those required by local practice to include the following:

5.A.8.8.1. Coordination with shipper/consignee and local customs authorities to obtain and/or prepare (except for signature) all necessary documentation for cargo clearance.

5.A.8.8.2. Prepare and Provide forms/documents to receiver/Government for signature.

5.A.8.8.3. Deliver documents to the customs office and ensure that documentation is provided to all local entities as required to permit release and on-carriage of cargo to final destination.

5.A.8.8.4. If the shipper fails to provide the required documentation for cargo clearance two Fridays before the scheduled sailing, the Contractor will notify the COR via email.

5.A.8.8.5. Cargo Clearance Import shall be paid in accordance with the rates set forth in the Table of Accessorial Rates in CARE SA.

5.B. Exceptions to General Application of Rates

5.B.1. Movement of Empty US Government-Owned or Leased Containers

5.B.1.1. The basic rate for empty US Government furnished containers accepted on a space available basis shall be fifty percent (50%) of the general cargo container rate that would apply for the size container.

5.B.1.2. The general cargo container rate shall apply for shipments of two or more collapsed flatrack containers shipped together.

5.B.1.3. The Contractor's charges for drayage or inland linehaul of empty US Government containers shall be the same as the Contractor rates contained in the Schedule of Rates (CARE SA).






5.B.1.4. Accessorial services provided by the Contractor, in connection with service provided to US Government containers, shall be at the rates contained in the Schedule of Rates (CARE SA).

5.B.2. Over Dimensional Cargo

5.B.2.1. Equipment. Selection of the equipment used for ocean transportation shall not result in overlength dimensions when the cargo is loaded on the container unless the Contractor and the US Government mutually agree to this at the time of cargo booking. For example, cargo 24 feet in length shall be loaded on a 40-foot flatrack, not a 20-foot flatrack.

5.B.2.2. Application

5.B.2.2.1. Charges for over dimensional or super load cargo stowed on a vessel in containers shall equal the additional ocean rate for equivalent displaced standard dry container(s) by size in accordance with the following formula (which includes use of a flatrack container).

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

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

5.B.2.2.2. In-gauge cargo is defined as less than or equal to 456 inches long, 96 inches wide, and 77 inches high for a 40-foot flatrack.

5.B.2.2.3. For a 20-foot flatrack, in-gauge cargo is defined as less than or equal to 216 inches long, 96 inches wide, and 87 inches in height.

5.B.2.2.4. Cargo exceeding 90 inches in height shall be considered overheight for open tops.

5.B.2.2.5. A 35% discount off the basic ocean rate shall be applied for displaced slots in any configuration.

5.B.2.2.6. If other than flatracks are used to ship over dimensional cargo, the flatrack surcharge shall not be applied to the formula. If open top containers are used, the open top surcharge shall apply.

5.B.2.2.7. Flatrack surcharges shall not apply to US Government-owned flatracks in the rate computation for over dimensional cargo.

5.B.2.2.8. Cargo that cannot be loaded on or in an intermodal container (closed, open top, flatrack) prior to stevedoring is not covered by this formula.

5.B.2.2.9. The over dimensional formula is limited to port-to-port terms only. Basic ocean freight (BOF) is the General Cargo Ocean Container Rate set forth in the Table of Rates in CARE SA. This formula can be applied to cargo exceeding either the weight and/or the dimensions defining over dimensional cargo when the US Government and the Contractor mutually agree to do so at the time of cargo booking.

SECTION 6 ADMINISTRATIVE

6.A. Use of English Language

All documentation and verbal notices shall be provided in the English language. If required by local law or regulation, additional language(s) may be used. When supporting documents are required and such documents are not in English, the Contractor must provide an accompanying English translation.

6.B. Customer Service Assistance

The Contractor shall submit to the CO a list of points of contact who can respond to Government activities to provide expert assistance in answering questions, exchanging information, and resolving problems including at least one primary and alternate point of contact available for urgent matters on a 24 hour basis 7 days a week. The Contractor shall provide this list within one calendar week of contract award, and at the time of award of any option years. Should there be any intervening changes to the list, the Contractor will advise of any changes within one calendar week of any such change.

6.C. Electronic Systems Access

6.C.1. ETA TEAMS

Electronic Transportation Acquisition (ETA) Transportation Enhanced Access Management Services (TEAMS)

6.C.1.1. The majority of business conducted under this contract requires the Contractor to access multiple applications within SDDC/TRANSCOM's ETA TEAMS System, such as IBS, and Business Support & Container Management (BSCM) Module. DODI 8520.02 and DODI 8520.03 shall govern Contractor's access to these systems; unless or until these DOD Instructions are amended to allow otherwise, the Contractor "shall use certificates issued by the DoD External Certification Authority (ECA) program or a DoD-approved PKI (Yubikey), when interacting with the DoD in unclassified domains." Contractors shall use ECA when possible and may use a DoD-approved external PKI (Yubikey) when ECA is not an option. Furthermore, Contractors shall use multi-factor authentication as required by DODI 8520.03 which requires each user to have both a Government-provided user name and password as well as a non-PKI or PKI certificate/authenticator. Contractors must ensure compliance with system access standards as a requirement for doing business with the Government and shall implement an identity proofing/vetting process for ETA TEAMS users in accordance with paragraphs 6.C.2 through 6.C.5 below. Any costs associated with meeting these access standards shall be borne by the Contractor.

6.C.1.2. The Contractor shall assign a US-citizen company official (acting as their Trusted Agent) to identify and authenticate all employees prior to receiving Yubikey credentials for ETA TEAMS access. For the Yubikey options, the company official will assert the identity proofing has taken place and provide on company letterhead, a complete list of employees authenticated and authorized to receive PKI credentials. This assertion will be made to the CO in accordance with format cited in Appendix X and updated letters provided if any information requires an update, employees leave the company, access is no longer required, or credentials are lost. Additionally, if requested by the CO, the Contractor must provide a copy of all supporting the identity vetting/authentication documentation pertaining to an employee.

6.C.1.3. The company official must be able to recognize legitimate versions of identity documentation provided by the applicant in order to ensure only authorized personnel are granted ETA TEAMS access.

6.C.1.4. The applicant must present two forms of Government-issued identification, at least one of which must be a proof of citizenship, in person, to the company official acting as the Trusted Agent. The following documents are examples of acceptable documents: Official Passport, Certified Birth Certificate issued by the city, county, state, or country in accordance with local laws, Naturalization Certificate, Certificate of Citizenship, FS-240 Consular Report, or DS-1350 Certification of Report of Birth. The authorized company official must exchange sufficient information to ensure the identity of the applicant is unambiguous and accurate.

6.C.1.5. All employees accessing ETA TEAMS will successfully pass a commercial employment background check performed by the USC Contractor or a 3rd party or successfully pass a local government performed check for employment purposes. If requested by the CO, the Contractor must provide a copy of the identification proofing documents used to perform the background checks of the employee.

6.D. Regulatory Compliance

The Contractor shall comply with regulations of the Federal Maritime Commission (FMC), US Coast Guard (USCG), Surface Transportation Board (STB), Department of Transportation, and other US Governmental agencies (i.e., US Customs and Border Protection), including local regulations at origin, destination, and in-transit as may be applicable for service to the US Government in carriage of military cargo as set forth in this contract.

6.E. On-Site Office Space

The Contractor shall provide private, on-site furnished office space for the Government's representative at the Contractor's terminal in Jacksonville/Blount Island, FL. This office space will include utilities and telephone.

6.F. Quality Control, Reporting, and Records

6.F.1. Quality Control

6.F.1.1. The Contractor shall utilize its commercial quality control processes/plan (QCP) to ensure quality service is provided throughout the term of the contract. The Contractor shall provide its QCP to the CO and COR upon request.

6.F.1.2. The Contractor shall promptly notify the appropriate COR of any problems or failures that may affect performance. The COR may issue a Contract Discrepancy Report (CDR) when the Contractor fails to meet the terms and conditions of the contract. Upon request, the Contractor shall provide the COR with a written plan of corrective action, including a proposed timeline, within 10 business days after such request. This plan shall describe proposed Contractor actions to correct the problem or deficiency and bring performance back in compliance with identified performance standards.

6.F.1.3. The CORs shall monitor Contractor performance and compliance with the terms and the conditions of the contract using standard techniques such as inspections, US Government-generated management reports, Contractor reports, and customer feedback.

6.F.2. Quality Council Meetings

The Contractor shall participate in Quality Council Meetings as requested by the CO to review performance and discuss operational issues. Meetings shall be held as directed by the CO, but will not exceed two per year.

6.F.3. Performance Reporting

In accordance with FAR 52.212-4(c), the contract may be modified to provide additional reports that satisfactorily quantify Contractor performance under Performance Objectives. The CO will establish the format and frequency of such reports.

6.F.4. Retention of Records

The Contractor shall maintain and, upon request, provide to the CO such documentation deemed relevant to performance of transportation services ordered under the terms of this contract. Records will be maintained and available to the CO throughout the term of the contract and for three years after final payment in accordance with FAR 52.212-5(d).

6.G. Contractor Transition

6.G.1. The Contractor shall implement its Transition of Services plan, as provided in Attachment 7 at proposal submission, within 30 calendar days after contract award.

6.G.2. The Contractor shall take all actions necessary to ensure a smooth transition of operations at the beginning and end of the contract. All Contractor owned equipment/property must be removed from Naval Station Guantanamo Bay (NSGB) within 30 days after the end of contract performance. Problems encountered in the transition of operations shall be reported to the CO for resolution. All plan actions shall be in accordance with the requirements of the solicitation and shall specifically include compliance with the actions outlined in Attachment 7.

6.G.3. Unanticipated changes to the transition plan may be required and will require a revision to the plan unless determined by the CO to be administrative in nature. A contract modification will not be required for a change to the transition plan or schedule unless changes result in additional contract costs. The Contractor will submit a revised plan within 5 business days of a government directed change or as soon as possible for a Contractor requested change, to the CO. The CO will have 5 business days from the date the transition plan was provided to review and approve or return the transition plan to the Contractor for clarification or changes. The Contractor shall accomplish transition activities in a manner that will result in minimal disruption to existing operations. Note, the most recent approved transition plan remains in effect until a new plan is approved.

6.G.4. Post Award Conference. Within 14 calendar days after contract award, the Contractor shall attend a Government-hosted post-award conference. This meeting will be held to facilitate introduction of the key members of the Government and Contractor staffs; review contract requirements; review the transition plan/schedule; and to address any other areas deemed necessary.

APPENDIX I – NAVAL STATION GUANTANAMO BAY (NSGB) TRANSPORTATION REQUIREMENT

1. Description of NSGB Environment

1.1. Port Characteristics

1.2. Physical Characteristics/Equipment. NSGB is a United States Government controlled facility. The NSGB wharves and piers support single and dual axles. A wheeled only operation. Containers must be landed directly on to chassis. The use of a reach stacker is limited to the permanent trailer storage area. The Contractor is authorized to place equipment such as forklifts or a crane on island that meets road and pier weight requirements. The placement of any type of crane at Guantanamo Bay, Cuba wharves and piers must be IAW applicable guidance and directives (EM385, NAVFAC P-307, ASME, ANSI, and OSHA 29CFR1910)." No Government crane, ramp, yard tractors, or any other equipment is available at NAVSTA NSGB for use by the Contractor.

1.3. Port Services. Port services in NSGB are US Navy operated. Barge/vessel discharge and loading operations can be conducted 24 hours a day by Contractor personnel. Discharge and loading operations will normally be conducted, as required, on recognized US Holidays. There are no Government stevedore services available.

1.4. NSGB is a Non-Homeported Navy Port. Arrivals and departures must occur between 0800-1600 local time Monday through Friday with the exception of Federal holidays. No arrivals or departures can occur on Federal holidays.

1.5. Harbor Pilot's, three 2000SHP Tugs, and 75' Pusher Boat are available. NAVBASE provides line handlers and Prevention Booming. Use of Pilot, Tugs, and Pusher Boat may be available with an agreement between the Contractor and Port Services. Requests for use should be directed to Mr. Dave Moore via email at david.c.moore9.civ@us.navy.mil or by calling 904-542-4542. If Mr. Moore is unavailable please contact CNIC_SE_GNBY_N31_PORT_OPS_DOCK_MASTER@us.navy.mil via email or call the Duty Dockmaster Cell: (757) 339-2262 or the Port Control: (757) 458-4188.

1.6. Commercial vessels shall provide their own routine brow support.

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

1.8. NSGB has the following berths available for use: Bravo or Victor will be primary discharge locations.

1.8.1 Once vessel is in transit to NSGB the berth will be identified by Port Operations based on base operational tempo. Contractor shall notify the Port at CNIC_SE_GNBY_N31_PORT_OPS_DOCK_MASTER@us.navy.mil when they depart the US and subsequently during their transit for accurate arrival times. Also, 2 hours prior to arrival, Contractor shall contact Guantanamo Bay Port Control on VHF Channels 12 and 16.

Berth	Length	Depth	Notes
Alpha (East)	405	34	Limited Cargo Movement Area
Alpha (West)	300	18-30	Limited Cargo Movement Area
Bravo (South)	531	37	Cargo
Bravo (North)	531	37	Cargo
Charlie	286	35	Fuel Only
Victor (West)	950	35	Cargo

1.9. Anchorages BRAVO through CHARLIE are available with depths ranging from 36 to 48 feet and are best seen on Chart 26230.

1.10. Diesel Fuel Marine (DFM) is available at Wharf Bravo, Pier Alpha, and Pier Charlie berths via 4-inch

connection at a rate of 600 GPM. JP5 and MOGAS are also available via truck. A DLA Energy account must be set up in advance and renewed annually to purchase fuel in NSGB and an Environmental Action Plan approved by Base Environmental Officer. This fuel is to be used exclusively for Contractor equipment located on the Barge (generator, crane) and support equipment ashore. Contractor vessels should fuel prior to arriving at NSGB.

1.11. Piers are not equipped for Collection Holding and Transfer (CHT). Limited truck services are available through local Contractor.

1.12. Due to limited facilities, Contractor vessels will hold all waste (sewage and oily). Waste disposal may be available on an emergency basis only. The Contractor must request pricing locally for the type of waste.

1.13. Phone lines are not available on the pier.

1.14. Due to water restrictions, fresh water wash downs are prohibited in port. NSGB is a Zero Discharge Port, and any discharge other than engine cooling water is prohibited. Contractor is responsible for all discharges of Oil and Hazardous Substance, to include runoff from the vessel during periods of inclement weather.

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

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

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

1.18. Due to the high cost of hazardous waste management from this remote location, all solid hazardous waste and garbage will be retained onboard.

1.19. NSGB Dock Master, COMM757-339-2262 and e-mail
CNIC_SE_GNBY_N31_PORT_OPS_DOCK_MASTER@US.NAVY.MIL, or as revised by the Government.

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

1.21. Upon completion of contract performance, the Contractor will have 90 calendar days to remove all equipment, containers, etc. from NAVSTA Guantanamo Bay or sell to local approved Contractors. The Contractor is allowed to leave enough equipment to support ongoing commercial contracts and its respective operations. Contractor containers will be staged in a sponsored Contractor area. Once all commercial contract operations are complete, the Contractor shall remove its remaining equipment.

2. NSGB AND JAX Port Security Requirements

2.1 All vessels shall be inspected in accordance with the US Coast Guards Title 14 USC Section 2 and 89.

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

2.3. Facility security shall be IAW 33 CFR Part 105.

2.4. Vessel Crew Requirements –Transportation Worker Identification Credential (TWIC) card required for JAXPORT access for all personnel under this contract. Crew members must meet NAVSTA NSGB entrance requirements for crew to depart barge upon arrival. Vessel Crew and all Personnel working contract will have at a minimum Access National Agency Check with Inquiries (ANACI) background check and have no felony charges

APPENDIX II - CITY GROUPS

City Group:	Drayage Zone:	Country:	State	City:
ALBANY		UNITED STATES	GA	ALBANY
ALBANY		UNITED STATES	GA	BACONTON
ALBANY		UNITED STATES	GA	CAMILLA
ALBANY		UNITED STATES	GA	DAWSON
ALBANY		UNITED STATES	GA	DOERUN
ALBANY		UNITED STATES	GA	HARTSFIELD
ALBANY		UNITED STATES	GA	LEARY
ALBANY		UNITED STATES	GA	MOULTRIE
ALBANY		UNITED STATES	GA	NEWT ON
ALBANY		UNITED STATES	GA	POULAN
ALBANY		UNITED STATES	GA	SALE CITY
ALBANY		UNITED STATES	GA	SYLVESTER
CARTERSVILLE		UNITED STATES	GA	CARTERSVILLE
NORFOLK (SBDJ)		UNITED STATES	VA	CHESAPEAKE
NORFOLK (SBDJ)		UNITED STATES	VA	FORT EUSTIS
NORFOLK (SBDJ)		UNITED STATES	VA	HAMPTON
NORFOLK (SBDJ)		UNITED STATES	VA	JAMESTOWN
NORFOLK (SBDJ)		UNITED STATES	VA	LANGLEY AFB
NORFOLK (SBDJ)		UNITED STATES	VA	NEWPORT NEWS
NORFOLK (SBDJ)		UNITED STATES	VA	NORFOLK
NORFOLK (SBDJ)		UNITED STATES	VA	PORTSMOUT H
NORFOLK (SBDJ)		UNITED STATES	VA	SUFFOLK
NORFOLK (SBDJ)		UNITED STATES	VA	VIRGINIA BEACH
NORFOLK (SBDJ)		UNITED STATES	VA	WILLIAMSBURG
NORFOLK (SBDJ)		UNITED STATES	VA	YORKTOWN
OCALA		UNITED STATES	FL	OCALA
ORLANDO		UNITED STATES	FL	ALTAMONTE SPRINGS
ORLANDO		UNITED STATES	FL	APOPKA
ORLANDO		UNITED STATES	FL	ASTATULA
ORLANDO		UNITED STATES	FL	CASSELBERRY
ORLANDO		UNITED STATES	FL	CLERMONT
ORLANDO		UNITED STATES	FL	GOLDENROD
ORLANDO		UNITED STATES	FL	GOTHA
ORLANDO		UNITED STATES	FL	HOWEY IN THE HILLS
ORLANDO		UNITED STATES	FL	KILLARNEY
ORLANDO		UNITED STATES	FL	KISSIMMEE
ORLANDO		UNITED STATES	FL	LAKE MARY
ORLANDO		UNITED STATES	FL	LAKE MONROE
ORLANDO		UNITED STATES	FL	LONGWOOD

ORLANDO		UNITED STATES	FL	MAITLAND
ORLANDO		UNITED STATES	FL	MONTVERDE
ORLANDO		UNITED STATES	FL	MOUNT DORA
ORLANDO		UNITED STATES	FL	OAKLAND
ORLANDO		UNITED STATES	FL	OCOE
ORLANDO		UNITED STATES	FL	ORLANDO
ORLANDO		UNITED STATES	FL	OVIEDO
ORLANDO		UNITED STATES	FL	PLYMOUTH
ORLANDO		UNITED STATES	FL	SANFORD
ORLANDO		UNITED STATES	FL	TAVARES
ORLANDO		UNITED STATES	FL	WINDERMERE
ORLANDO		UNITED STATES	FL	WINTER GARDEN
ORLANDO		UNITED STATES	FL	WINTER PARK
ORLANDO		UNITED STATES	FL	WINTER SPRINGS
ORLANDO		UNITED STATES	FL	YALAHUA
ORLANDO		UNITED STATES	FL	ZELLWOOD
PORT ORANGE		UNITED STATES	FL	PORT ORANGE
ZEPHYRHILLS		UNITED STATES	FL	ZEPHYRHILLS
	GUANTANAMO, CUBA	CUBA		GUANTANAMO BAY
	JACKSONVILLE	UNITED STATES	FL	ATLANTIC BEACH
	JACKSONVILLE	UNITED STATES	FL	BRYCEVILLE
	JACKSONVILLE	UNITED STATES	FL	CALLAHAN
	JACKSONVILLE	UNITED STATES	FL	FERNANDINA BEACH
	JACKSONVILLE	UNITED STATES	FL	GLEN SAINT MARY
	JACKSONVILLE	UNITED STATES	FL	GREEN COVE SPRINGS
	JACKSONVILLE	UNITED STATES	FL	HILLIARD
	JACKSONVILLE	UNITED STATES	FL	JACKSONVILLE
	JACKSONVILLE	UNITED STATES	FL	JACKSONVILLE BEACH
	JACKSONVILLE	UNITED STATES	FL	LAWTEY
	JACKSONVILLE	UNITED STATES	FL	MACCLENNY
	JACKSONVILLE	UNITED STATES	FL	MIDDLEBURG
	JACKSONVILLE	UNITED STATES	FL	NEPTUNE BEACH
	JACKSONVILLE	UNITED STATES	FL	ORANGE PARK
	JACKSONVILLE	UNITED STATES	FL	PONTE VEDRA BEACH
	JACKSONVILLE	UNITED STATES	FL	RAIFORD
	JACKSONVILLE	UNITED STATES	FL	SAINT AUGUSTINE
	JACKSONVILLE	UNITED STATES	GA	SAINT GEORGE
	JACKSONVILLE	UNITED STATES	FL	STARKE
	JACKSONVILLE	UNITED STATES	FL	YULEE

APPENDIX III - ABBREVIATIONS/ACRONYMS AND DEFINITIONS

Abbreviations/Acronyms

BAF	Bunker Adjustment Factor
BRT	Booking Reconciliation Tool
CARE	Carrier Analysis and Rate Evaluation
CO	Contracting Officer
COR/ACOR	Contracting Officer's Representative and Alternate COR
DoD	Department of Defense
D-RAP	Delay Request and Authorization Portal
DTEDI	Defense Transportation Electronic Data Interchange
DTR	Defense Transportation Regulation
DTS	Defense Transportation System
EDI	Electronic Data Interchange
FAR	Federal Acquisition Regulation
FEU	Forty Foot Equivalent Unit
IBS	Integrated Booking System
IMO	International Maritime Organization
IPP	Invoice Processing Portal
ISO	International Organization for Standardization
ITV	In-Transit Visibility
MsT	Measurement Ton (40 Cubic Feet)
NSGB	Naval Station Guantanamo Bay
OCI	Ocean Carrier Interface
OO	Ordering Officer
PAT	Pipeline Asset Tool
POD	Port of Debarkation
POE	Port of Embarkation
POV	Privately Owned Vehicle
PWS	Performance Work Statement
RDD	Required Delivery Date
Reefer Equipment	Refrigerated Equipment
RFP	Request for Proposals
SDDC	Surface Deployment and Distribution Command
TEU	Twenty Foot Equivalent Unit
USTRANSCOM	United States Transportation Command
VISA	Voluntary Intermodal Sealift Agreement

Definitions

The following terms have the meaning as set forth below:

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

Booking: Offer by the US Government and acceptance by the Contractor for the transportation of goods pursuant to the applicable rates, terms, and conditions of the subject contract. A booking is an order.

Breakbulk/RORO Cargo: All cargo that is not containerized.

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

Business Day: Monday through Friday and excludes weekends and locally observed holidays.

Cargo Handling: Cargo handling (container) accessorial service provided by the Contractor for cargoes that are containerized by the Contractor. Cargo handling services include all labor, material, and equipment necessary to receive cargo; unload from inbound conveyance; tally cargo; load and secure cargo into containers; provide intra-terminal transfers; supply necessary blocking, bracing, and dunnage; and submit reports in accordance with Appendix IV. Accessorial includes all services from in-gate and receipt of cargo through stuffing of container at the POE and from unstuffing of the container to out-gate at POD.

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

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

Consignee: The person or entity named in the booking or shipping instructions to which goods are to be delivered.

Container Freight Station (CFS): A facility usually operated by the Contractor where loose cargo is received for consolidation/containerization or a full container for deconsolidation/unstuffing.

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

Contracting Officer (CO): Government representative with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings.

Contracting Officer Representative (COR): Appointed in writing by the CO, responsible for, but not limited to, the following: monitoring the Contractor's performance in accordance with the terms and conditions of the contract; ensuring Contractor's compliance with reporting requirements; providing data for US Government reports, verifying invoices; and reviewing Contractor claims.

Contractor: An entity in private industry, which enters into contracts with the US Government to provide goods or services. For the purposes of the NSGB contract, the definition is further limited to ocean common carriers within the meaning of the Shipping Act of 1984, as amended, or vessel operating contract carriers as determined under Federal Maritime Law.

Controlled Atmosphere: Refrigerated containers that maintain a constant level of substitute atmosphere to slow the natural ripening process. Controlled atmosphere technology, typically, uses computer systems to monitor and control the atmosphere in the container and make adjustments while in transit and is commodity specific.

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

Cutoffs:

Cutoff at Origin: The date and time established by the Contractor when the cargo shall be tendered to the Contractor to meet the vessel's sail date.

Vessel Cutoffs: The date and time established by the Contractor when the cargo shall be tendered to the Contractor at its terminal facility or to the Contractor's agent to meet the requirement for lift to the booked vessel.

Defense Table of Official Distances (DTOD): The distance source for all rates, standards, or charges which require a point to port, port to point or point-to-point distance.

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

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

Dry Cargo Container: A completely enclosed weatherproof container.

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

Flat rack (Platform) Container: A container without weatherproof sides and/or top to include platforms, which have no sides or ends and flat racks with rigid or collapsible ends. They can be end loaded, top loaded, or side loaded.

Futile Trip: When, due to the fault of the US Government, the Contractor incurs costs on trucks that are dispatched but not used.

General Cargo:

Break bulk/RORO: All static (non-wheeled cargo) except explosives (excluding IMO Class 1.4), helicopters, shipper owned 20 ft containers, excepted cargo, and hazardous cargo precluded from carriage by a Contractor under a Contractor's policy.

Container: All container cargo except refrigerated cargo, explosives (excluding IMO Class 1.4), over-dimensional cargo, excepted cargo, and hazardous cargo precluded from carriage by a Contractor under a Contractor's policy.

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

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

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

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

Hazardous Cargo: A hazardous substance or material including a hazardous substance, which has been determined by the Secretary of Transportation to be capable of posing an unreasonable risk to health, safety and property when transported in commerce. For purposes of applying Hazardous surcharges or the use of Hazardous commodity rates, Hazardous cargo shall be required to be stowed on deck per US Coast Guard Regulations.

Heavy Lift Cargo: Pieces and packages having a gross weight in excess of 112,000 lbs. excluding wheeled or tracked vehicles.

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

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

Household Goods: Shipments of household goods and baggage.

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

International through Government Bill of Lading (ITGBL) Contractor: Contractor or forwarder of personal property that holds an appropriate certificate(s) or permit(s) issued by a Federal or State regulatory agency approved by DoD.

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

Light Vehicles: Break bulk/RORO cargo – Wheeled or tracked vehicles (unboxed) up to and including 10,000 lbs. per unit.

Linehaul: The movement of a cargo between the Contractor's terminal at the port where the cargo is loaded to, or discharged from, the vessel and another place outside of the Commercial Zone or modified zone of that United States port city or beyond a 10 mile radius of the city limits of that foreign port city by means other than the Contractor's principal vessels, such as by highway, railway, canal or river, or in specific instances by feeder vessels, ferry or barge ship system. Linehaul rates include exclusive use of the conveyance.

Liner Terms – Container and Breakbulk: The Contractor assumes all responsibility and cost for the transportation of the cargo from the port or point where the cargo is received for by the Contractor to the destination port or point where the Contractor makes the cargo available to the consignee. In the case of BB/RORO, the cargo is accepted and/or made available within the Contractor's terminal. Any costs for the loading or discharging of inland transport within the Contractor's terminal are for the account of the Contractor.

Measurement Ton (MsT): 40 cubic feet per ton or 2240 lbs. per ton.

Normal Access: Access to space that permits efficient and expeditious loading and discharging by means routinely employed in commercial practice loading and discharging like cargo in liner service in ships service of the same type as the Contractor's vessel.

Ordering Activity: Includes the Commander, Surface Deployment and Distribution Command (SDDC), and his designees, including authorized users of the US Government.

Ordering Officer (OO): An individual authorized to place orders against indefinite delivery transportation or transportation-related services contracts awarded by USTRANSCOM, provided the contract terms and monetary limitations specified in the contract are met. The OO is:

- (1) Responsible for distributing and administering orders for services that are placed.
- (2) Responsible for the oversight, management, and control of the distributing and administering of orders for services that the staff has placed.
- (3) Responsible for establishing controls necessary to ensure that all contract terms and conditions are met and that transportation services ordered conform to contract requirements before acceptance is made or payment authorized.
- (4) Responsible for reporting deficiencies in Contractor performance promptly to the COR.

Ordering Officers may not make any changes in the terms and conditions of any contracts against which orders are placed.

Over-Dimensional Cargo: Cargo booked to be shipped as container cargo with at least one dimension exceeding any external dimension of a container's width (8') or height (8'6") but not exceeding the following maximum weight and dimensions:

Weight: 44,000 lbs. Length: 40'00" Width: 11'00" Height: 11'8"

Oversized Container Cargo: Cargo which when stowed aboard a cellular container ship would require more space than the space needed to load a 40 ft long, 8'6" high, 8 ft wide dry container; i.e., would require more than one (1) container space of this size. Exceptions to this definition are described as "Over Dimensional Cargo."

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

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

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

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

Quality Assurance Evaluator (QAE): Representative of the Government who has been appointed as a Quality Assurance Evaluator to be responsible for providing technical assistance to the CO in administration of the contract. The QAE must be responsible for inspection and acceptance of materials and services rendered by the Contractor.

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

Receiving Activity: Place, other than the Contractor's terminal, designated by the OO for receipt of cargo/containers from the Contractor for stuffing or unstuffing.

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

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

Required Delivery Date (RDD): The date specified in the booking when cargo must be delivered to consignee.

Respot: To move a container from the initial point of delivery within a facility to another point within that facility.

SEAVAN Service Codes: DTR codes which indicate the extent of service for which the ocean Contractor is paid. Indicates where the ocean Contractor's responsibility for movement begins or ends:

K	At the Carrier's terminal (Pier Service).
L	In the commercial zone of the US port city or, outside the US, within 10 miles of the port city limits. Certain port cities, which are divided into modified zones as listed in this Contract, are assigned codes 1-9 instead of L (Local Drayage).
1-9	In a modified zone for certain port cities as defined in this Contract. The number codes used COR/ACOR respond with the zone number in the Contract.
M	At any point not covered by codes K, L, or 1-9.
P	Same as Code M, except that one or more scheduled stop-offs in route to final destination have been booked with the ocean Carrier. Does not apply to local deliveries performed at the expense of the US Government.

S	Same as Code T, except that one or more stop-offs in route to final destinations have been booked with the ocean carrier. Does not apply to local deliveries performed at the expense of the US Government.
T	Same as Code L, 1-9, or M except cargo is booked as a "Through Shipment" under Single Factor Rates.

Short Stop: To stop cargo at the Contractor's terminal where the US Government elects to take delivery.

Single Factor Rate: Rates that include all charges except for Bunker Adjustment Factor (BAF), and accessorial ordered in the booking. Single factor rates can apply to point-to-point, point-to-port, or port-to-point movements.

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

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

Spotting containers: Positioning empty containers at shipper's facility for loading by the shipper.

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

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

Swing Cargo: Any cargo which may be Containerized or shipped break bulk/RO/RO.

Terminal operations – the reception, processing, and staging of passengers; the receipt, transit, storage, and marshalling of cargo; the loading and unloading of modes of transport conveyances; and the manifesting and forwarding of cargo and passengers to their final destination.

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

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

APPENDIX IV - REPORTS AND FORMATS

Sample Format for each report to be provided by the US Government prior to contract award.

Operational Reports

1. Cargo Lift Report and Pre-Arrival Notice – Containers and Breakbulk

1.1. . Reports due: One business day after vessel departure from Port of Embarkation (POE)

1.2. Medium: Excel attachment uploaded into PAT LOB Portal per POE

1.3. Distribution: Authorized users of PAT

1.4. Required elements:

1.4.3 Mandatory header fields (Populates these fields for all shipment records)

- SCAC
- VOYDOC (Select from dropdown)
- Sail Date
- POE (Select from dropdown – based on vessel schedule and VOYDOC selected)
- Vessel Name (select from dropdown – based on vessel schedule and VOYDOC selected)

1.4.2. Excel Columns heading (One row per shipment)

- Van Type – 35 characters
- TCN – 17 characters
- Container # – 11 characters with dash
- Consignor DODAAC – 6 characters
- Commercial VOYDOC – 10 characters
- Point of Debarkation (POD) – 3 characters
- Commercial Booking Number – 25 characters
- PCFN – 6 characters
- Vessel Status – 2 characters (e.g., F2, W2, E2, etc.)
- Consignee DODAAC – 6 characters
- Cargo Description
- Cube – Numeric
- Length – Numeric
- Width – Numeric
- Height – Numeric
- Weight – Numeric
- Measurement Tons - Numeric
- Is Booked (Y/N) – Based on if the Contractor thinks the item has been booked
- Has SI (Y/N) – Based on whether Contractor has VSI
- Ocean Bill of Lading (OBL) – Required for all DOD shipments (container/breakbulk) with CONUS POD
- Comment One – free form text field for any Contractor comment on the item (250 characters max)
- Comment Two – free form text field for any Contractor comment on the item (250 characters max)
- Estimated Date of Vessel Arrival at POD
- Estimated Time of Vessel Arrival at POD

- Name of vessel arriving at POD
- Commercial Voyage Number of vessel arriving at POD
- Seal Number

1.4.3 Certified Cargo Survey Report shall be submitted in the LOB and shall include the revised cargo dimensions which will update the SDDC cargo manifest and update Treasury IPP. BRTs will still be required to update other rates associated with dimensional changes (ex. BAF).

1.5. Pre-Arrival Notice documents will be derived from data uploaded in the LOB. SDDC/Receiving Activity terminal personnel will access the LOB portal to retrieve Pre-Arrival Notice information. Contractors must ensure POD arrival information is updated to the LOB portal as changes occur prior to vessel arrival. As required locally or upon request of SDDC/Receiving Activity/Terminal, Contractor will provide information to support Customs Clearance via email or LOB Portal.

2. Containerization Report

2.1. Reports due: Next business day after Contractor provides container cargo handling service or LCL service

2.2. Medium: Excel attachment to email

2.3. Distribution: Cognizant SDDC office as advised by COR

2.4. Required elements:

- Booked container TCN
- POE
- Cargo TCN, pieces, weight, cube
- Container number and prefix
- Seal number
- Date stuffed
- POD
- Consignee if for inland delivery by the Contractor
- Booking reference
- Booked/scheduled vessel
- Location stuffed

3. Container Fleet Report

3.1. Reports due: Monthly (on the first business day of the month)

3.2. Medium: Excel attachment uploaded into PAT

3.3. Distribution: Authorized users of ETA/PAT

3.4. Required elements:

- SCAC
- Container Number (Full ISO Container Number – 11 Characters)
- Equipment Type Code (ISO Size/Type Code, for example 22G1 – 4 Characters)
- Date acquired (MMDDYYYY format)

3.5. Other data elements may be provided for reference and ease of transmitting

4. Cargo not lifted as booked / booked and not lifted

5.1 Reports due: Next business day after vessels departs the POE

5.2 Distribution: Cognizant COR for the POE

5.3. Required elements:

- Contractor Name
- POE
- Vessel Name
- Sail date
- TCN
- Container number with prefix
- Reason cargo/container was not lifted as booked

5. Vessel Position Report

5.1. Reports due: Daily by 1000 am local time

5.2. Medium: via email

5.3. Distribution: US Government personnel as advised by COR

5.4. Required elements:

- SCAC
- Longitude
- Latitude
- Distance to go to next port in nautical miles
- Estimated time of arrival at next port

APPENDIX V - HAZARDOUS CARGO LIST

SHIPPING NAME	UN NUMBER	HAZ CLASS	PG
Cartridges for weapons, inert projectile [or] Cartridges, small arms	0012	1.4S	II
Cartridges for weapons, blank [or] Cartridges, small arms, blank	0014	1.4S	II
Primers, cap type	0044	1.4S	II
Cases, cartridge, empty with primer	0055	1.4S	II
Cutters, cable, explosive	0070	1.4S	II
Fuse, igniter [tubular metal clad]	0103	1.4G	II
Cord, detonating, mild effect [or] Fuse, detonating, mild effect [metal clad]	0104	1.4D	II
Fuse, safety	0105	1.4S	II
Grenades, practice, [hand or rifle]	0110	1.4S	II
Lighters, fuse	0131	1.4S	II
Release devices, explosive	0173	1.4S	II
Rivets, explosive	0174	1.4S	II
Signal devices, hand	0191	1.4G	II
Signals, railway track, explosive	0193	1.4S	II
Signals, smoke	0197	1.4G	II
Charges, shaped, flexible, linear	0237	1.4D	II
Detonators, electric, [for blasting]	0255	1.4B	II
Fuzes, detonating	0257	1.4B	II
Detonators, non-electric, [for blasting]	0267	1.4B	II
Cartridges, power device	0276	1.4C	II
Cartridges, power device	0276	1.4C	II
Model rocket motor	0276	1.4C	II
Model rocket motor	0276	1.4C	II
Cartridges, oil well	0278	1.4C	II
Ammunition, illuminating [with or without burster, expelling charge or propelling charge]	0297	1.4G	II
Ammunition, incendiary [with or without burster, expelling charge or propelling charge]	0300	1.4G	II
Ammunition, tear-producing [with burster, expelling charge or propelling charge]	0301	1.4G	II
Ammunition, smoke [with or without burster, expelling charge or propelling charge]	0303	1.4G	II
Tracers for ammunition	0306	1.4G	II
Cartridges, signal	0312	1.4G	II
Fuzes, igniting	0317	1.4G	II
Primers, tubular	0320	1.4G	II
Cartridges, power device	0323	1.4S	II
Model rocket motor	0323	1.4S	II
Igniters	0325	1.4G	II
Fireworks	0336	1.4G	II
Fireworks	0337	1.4S	II

Toy Caps	0337	1.4S	II
Cartridges for weapons, blank [or] Cartridges, small arms, blank	0338	1.4C	II
Cartridges for weapons, inert projectile [or] Cartridges, small arms	0339	1.4C	II
Projectiles, [with bursting charge]	0344	1.4D	II
Projectiles, [inert with tracer]	0345	1.4S	II
Projectiles, [with burster or expelling charge]	0347	1.4D	II
Cartridges for weapons, [with bursting charge]	0348	1.4F	II
Cartridges for weapons, [with bursting charge]	0348	1.4F	II
Articles, explosive, n.o.s.	0349	1.4S	II
Articles, explosive, n.o.s.	0349	1.4S	II
Articles, explosive, n.o.s.	0350	1.4B	II
Articles, explosive, n.o.s.	0351	1.4C	II
Articles, explosive, n.o.s.	0352	1.4D	II
Articles, explosive, n.o.s.	0353	1.4G	II
Detonator assemblies, non-electric, [for blasting]	0361	1.4B	II
Ammunition, practice	0362	1.4G	II
Ammunition, proof	0363	1.4G	II
Detonators for ammunition	0365	1.4B	II
Detonators for ammunition	0366	1.4S	II
Fuzes, detonating	0367	1.4S	II
Fuzes, igniting	0368	1.4S	II
Warheads, rocket [with burster or expelling charge]	0370	1.4D	II
Warheads, rocket [with burster or expelling charge]	0371	1.4F	II
Signal devices, hand	0373	1.4S	II
Primers, tubular	0376	1.4S	II
Primers, cap type	0378	1.4B	II
Cases, cartridges, empty with primer	0379	1.4C	II
Flares, aerial	0403	1.4G	II
Flares, aerial	0404	1.4S	II
Cartridges, signal	0405	1.4S	II
Tetrazol-1-acetic acid	0407	1.4C	II
Fuzes, detonating, [with protective features]	0410	1.4D	II
Cartridges for weapons, [with bursting charge]	0412	1.4E	II
Projectiles, [inert, with tracer]	0425	1.4G	II
Projectiles, [with burster or expelling charge]	0427	1.4F	II
Articles, pyrotechnic [for technical purposes]	0431	1.4G	II
Articles, pyrotechnic [for technical purposes]	0432	1.4S	II
Projectiles, [with burster or expelling charge]	0435	1.4G	II
Rockets, [with expelling charge]	0438	1.4C	II
Charges, shaped, [without detonator]	0440	1.4D	II
Charges, shaped, [without detonator]	0441	1.4S	II
Charges, explosive, commercial [without detonator]	0444	1.4D	II
Charges, explosive, commercial [without detonator]	0445	1.4S	II
Cases, combustible, empty, without primer	0446	1.4C	II
5-Mercaptotetrazol-1-acetic acid	0448	1.4C	II

Grenades practice [Hand or rifle]	0452	1.4G	II
Rockets, line-throwing	0453	1.4G	II
Igniters	0454	1.4S	II
Detonators, non-electric, [for blasting]	0455	1.4S	II
Detonators, electric [for blasting]	0456	1.4S	II
Charges, bursting, plastics bonded	0459	1.4D	II
Charges, bursting, plastics bonded	0460	1.4S	II
Articles, explosive, n.o.s.	0471	1.4E	II
Articles, explosive, n.o.s.	0472	1.4F	II
Substances, explosive, n.o.s.	0479	1.4C	II
Substances, explosive, n.o.s.	0480	1.4D	II
Substances, explosive, n.o.s.	0481	1.4S	II
Substances, explosive, n.o.s.	0485	1.4G	II
Charges, propelling	0491	1.4C	II
Signals, railway track, explosive	0493	1.4G	
Jet perforating guns, charged oil well, with detonator	0494	1.4D	II
Jet perforating guns, charged, [oil well, without detonator]	0494	1.4D	II
Detonator, assemblies, non-electric [for blasting]	0500	1.4S	II
Propellant, solid	0501	1.4C	
Air bag inflators, [or] Air bag modules, [or] Seatbelt pretensioners.	0503	1.4G	II
Acetylene, dissolved	1001	2.1	
Air, compressed	1002	2.2	
Ammonia, anhydrous	1005	2.2	
Ammonia, anhydrous	1005	2.3	
Argon, compressed	1006	2.2	
Bromotrifluoromethane [or] Refrigerant gas, R 13B1.	1009	2.2	
Butane [see also] Petroleum gases, liquefied	1011	2.1	
Carbon dioxide	1013	2.2	
Carbon dioxide and oxygen mixtures, compressed	1014	2.2	
Carbon monoxide, compressed	1016	2.3	
Chlorine	1017	2.3	
Chlorodifluoromethane [or] Refrigerant gas R 22	1018	2.2	
Chlorotrifluoromethane [or] Refrigerant gas R 13	1022	2.2	
Dichlorodifluoromethane [or] Refrigerant gas R 12	1028	2.2	
Dichlorofluoromethane [or] Refrigerant gas R21	1029	2.2	
1,1-Difluoroethane [or] Refrigerant gas R 152a	1030	2.1	
Ethyl chloride	1037	2.1	
Ethylene oxide [or] Ethylene oxide with nitrogen [up to a total pressure of 1MPa (10 bar) at 50 degrees C]	1040	2.3	
Fire extinguishers [containing compressed or liquefied gas]	1044	2.2	
Helium, compressed	1046	2.2	
Hydrogen, compressed	1049	2.1	
Hydrogen chloride, anhydrous	1050	2.3	
Lighters [or] Lighter refills [containing flammable gas]	1057	2.1	
Methyl acetylene and propadiene mixtures, stabilized	1060	2.1	
Nitrogen, compressed	1066	2.2	

Nitrous oxide	1070	2.2	
Oxygen, compressed	1072	2.2	
Oxygen, refrigerated liquid [(cryogenic liquid)]	1073	2.2	
Petroleum gases, liquefied [or] Liquefied petroleum gas	1075	2.1	
Propylene [see also] Petroleum gases, liquefied	1077	2.1	
Refrigerant gases, n.o.s.	1078	2.2	
Sulfur dioxide	1079	2.3	
Sulfur hexafluoride	1080	2.2	
Acetaldehyde	1089	3	I
Acetone	1090	3	II
Allyl bromide	1099	3	I
Amyl acetates	1104	3	III
Amyl mercaptans	1111	3	II
Amyl nitrites	1113	3	II
Benzene	1114	3	II
Butanols	1120	3	II
Butanols	1120	3	III
Butyl acetates	1123	3	II
Butyl acetates	1123	3	III
Adhesives, [containing a flammable liquid]	1133	3	I
Adhesives, [containing a flammable liquid]	1133	3	II
Adhesives, [containing a flammable liquid]	1133	3	III
Chlorobenzene	1134	3	III
Coating solution ([includes surface treatments or coatings used for industrial or other purposes such as vehicle undercoating, drum, or barrel lining])	1139	3	I
Coating solution ([includes surface treatments or coatings used for industrial or other purposes such as vehicle undercoating, drum, or barrel lining])	1139	3	II
Coating solution ([includes surface treatments or coatings used for industrial or other purposes such as vehicle undercoating, drum or barrel lining])	1139	3	III
Cyclohexane	1145	3	II
1,2-Dichloroethylene	1150	3	II
Ethylene glycol diethyl ether	1153	3	II
Ethylene glycol diethyl ether	1153	3	III
Dimethylamine solution	1160	3	II
Extracts, aromatic, liquid	1169	3	II
Extracts, aromatic, liquid	1169	3	III
Ethanol [or] Ethyl alcohol [or] Ethanol solutions [or] Ethyl alcohol solutions	1170	3	II
Ethanol [or] Ethyl alcohol [or] Ethanol solutions [or] Ethyl alcohol solutions	1170	3	III
Ethylene glycol monoethyl ether	1171	3	III
Ethylene glycol monoethyl ether acetate	1172	3	III
Ethyl acetate	1173	3	II
Ethyl butyl ether	1179	3	II
Ethylene dichloride	1184	3	II

Ethylene glycol monomethyl ether	1188	3	III
Ethyl formate	1190	3	II
Ethyl methyl ketone [or] Methyl ethyl ketone	1193	3	II
Formaldehyde, solutions, flammable	1198	3	III
Diesel fuel	1202	3	III
Gas oil	1202	3	III
Heating oil, light	1202	3	III
Gasohol [gasoline mixed with ethyl alcohol, with no more than 20 percent alcohol]	1203	3	II
Gasoline	1203	3	II
Nitroglycerin solution in alcohol [with not more than 1 percent nitroglycerin]	1204	3	II
Heptanes	1206	3	II
Hexaldehyde	1207	3	III
Hexanes	1208	3	II
Printing ink, [flammable or] Printing ink related material [(including printing ink thinning or reducing compound), flammable]	1210	3	I
Printing ink, [flammable or] Printing ink related material [(including printing ink thinning or reducing compound), flammable]	1210	3	II
Printing ink, [flammable or] Printing ink related material [(including printing ink thinning or reducing compound), flammable]	1210	3	III
Isobutyl acetate	1213	3	II
Isopropanol [or] Isopropyl alcohol	1219	3	II
Kerosene	1223	3	III
Methanol	1230	3	II
Methylamyl acetate	1233	3	III
Methyl butyrate	1237	3	II
Methyl isobutyl ketone	1245	3	II
Methyl methacrylate monomer, stabilized	1247	3	II
Methyl propionate	1248	3	II
Methyl propyl ketone	1249	3	II
Methyltrichlorosilane	1250	3	I
Nitromethane	1261	3	II
Octanes	1262	3	II
Paint [including paint, lacquer, enamel, stain, shellac solutions, varnish, polish, liquid filler, and liquid lacquer base]	1263	3	I
Paint [including paint, lacquer, enamel, stain, shellac solutions, varnish, polish, liquid filler, and liquid lacquer base]	1263	3	II
Paint [including paint, lacquer, enamel, stain, shellac solutions, varnish, polish, liquid filler, and liquid lacquer base]	1263	3	III
Paint related material [including paint thinning, drying, removing, or reducing compound]	1263	3	I
Paint related material [including paint thinning, drying, removing, or reducing compound]	1263	3	II
Paint related material [including paint thinning, drying, removing, or reducing compound]	1263	3	III
Perfumery products [with flammable solvents]	1266	3	II

Perfumery products [with flammable solvents]	1266	3	III
Petroleum crude oil	1267	3	I
Petroleum crude oil	1267	3	II
Petroleum crude oil	1267	3	III
Petroleum distillates, n.o.s. [or] Petroleum products, n.o.s.	1268	3	I
Petroleum distillates, n.o.s. [or] Petroleum products, n.o.s.	1268	3	II
Petroleum distillates, n.o.s. [or] Petroleum products, n.o.s.	1268	3	III

Petroleum oil	1270	3	I
Petroleum oil	1270	3	II
Petroleum oil	1270	3	III
Pine oil	1272	3	III
n-Propanol [or] Propyl alcohol, normal	1274	3	II
n-Propanol [or] Propyl alcohol, normal	1274	3	III
Rubber solution	1287	3	II
Rubber solution	1287	3	III
Tinctures, medicinal	1293	3	II
Tinctures, medicinal	1293	3	III
Toluene	1294	3	II
Turpentine	1299	3	III
Turpentine substitute	1300	3	I
Turpentine substitute	1300	3	I
Turpentine substitute	1300	3	II
Turpentine substitute	1300	3	II
Turpentine substitute	1300	3	III
Turpentine substitute	1300	3	III
Vinyl acetate, stabilized	1301	3	II
Wood preservatives, liquid	1306	3	II
Wood preservatives, liquid	1306	3	III
Xylenes	1307	3	II
Xylenes	1307	3	III
Flammable solids, organic, n.o.s.	1325	4.1	II
Flammable solids, organic, n.o.s.	1325	4.1	III
Fusee ([railway or highway])	1325	4.1	II
Matches, strike anywhere	1331	4.1	III
Naphthalene, crude [or] Naphthalene, refined	1334	4.1	III
Trinitrophenol, wetted [with not less than 30 percent water, by mass]	1344	4.1	I
Sulfur	1350	4.1	III
Sulfur	1350	9	III
Carbon, [animal or vegetable origin]	1361	4.2	II
Carbon, [animal or vegetable origin]	1361	4.2	III
Charcoal [briquettes, shell, screenings, wood, etc.]	1361	4.2	III
Copra	1363	4.2	III
Diethylzinc	1366	4.2	I
Pyrophoric metals, n.o.s., [or] Pyrophoric alloys, n.o.s.	1383	4.2	I
Alkaline earth metal alloys, n.o.s.	1393	4.3	II
Aluminum powder, uncoated	1396	4.3	II

Aluminum powder, uncoated	1396	4.3	III
Calcium carbide	1402	4.3	I
Calcium carbide	1402	4.3	II
Cesium [or] Caesium	1407	4.3	I
Sodium	1428	4.3	I
Sodium phosphide	1432	4.3	I
Zinc powder [or] Zinc dust	1436	4.3	I
Zinc powder [or] Zinc dust	1436	4.3	II

Zinc powder [or] Zinc dust	1436	4.3	III
Barium chlorate, solid	1445	5.1	II
Calcium chlorite	1453	5.1	II
Calcium nitrate	1454	5.1	III
Chlorites, inorganic, n.o.s.	1462	5.1	II
Chromium trioxide, anhydrous	1463	5.1	II
Ferric nitrate	1466	5.1	III
Oxidizing solid, n.o.s.	1479	5.1	I
Oxidizing solid, n.o.s.	1479	5.1	II
Oxidizing solid, n.o.s.	1479	5.1	III
Perchlorates, inorganic, n.o.s.	1481	5.1	II
Perchlorates, inorganic, n.o.s.	1481	5.1	III
Potassium chlorate	1485	5.1	II
Potassium nitrate	1486	5.1	III
Potassium permanganate	1490	5.1	II
Potassium persulfate	1492	5.1	III
Silver nitrate	1493	5.1	II
Sodium chlorate	1495	5.1	II
Sodium nitrate	1498	5.1	III
Barium compounds, n.o.s.	1564	6.1	II
Barium compounds, n.o.s.	1564	6.1	III
Dichloromethane	1593	6.1	III
Lead acetate	1616	6.1	III
Mercuric nitrate	1625	6.1	II
Mercury bromides	1634	6.1	II
Mercury iodide	1638	6.1	II
Mercury oxide	1641	6.1	II
Mercury sulfates	1645	6.1	II
Motor fuel anti-knock mixtures	1649	6.1	I
Phenol, solid	1671	6.1	II
Potassium cyanide, solid	1680	6.1	I
Sodium arsenite, aqueous solutions	1686	6.1	II
Sodium arsenite, aqueous solutions	1686	6.1	III
Sodium fluoride, solid	1690	6.1	III
Tear gas candles	1700	6.1	II
Thallium compounds, n.o.s.	1707	6.1	II
Trichloroethylene	1710	6.1	III
Xylidines, liquid	1711	6.1	II

Caustic alkali liquids, n.o.s.	1719	8	II
Caustic alkali liquids, n.o.s.	1719	8	III
Bromine [or] Bromine solutions	1744	8	I
Calcium hypochlorite, dry [or] Calcium hypochlorite mixtures dry [with more than 39 percent available chlorine (8.8 percent available oxygen)]	1748	5.1	II
Calcium hypochlorite, dry [or] Calcium hypochlorite mixtures dry [with more than 39 percent available chlorine (8.8 percent available oxygen)]	1748	5.1	III
Chromic acid solution	1755	8	II

Chromic acid solution	1755	8	III
Corrosive solids, n.o.s.	1759	8	I
Corrosive solids, n.o.s.	1759	8	II
Corrosive solids, n.o.s.	1759	8	III
Ferrous chloride, solid	1759	8	II
Chemical kit	1760	8	II
Compounds, cleaning liquid	1760	8	I
Compounds, cleaning liquid	1760	8	II
Compounds, cleaning liquid	1760	8	III
Compounds, tree killing, liquid [or] Compounds, weed killing, liquid	1760	8	I
Compounds, tree killing, liquid [or] Compounds, weed killing, liquid	1760	8	II
Compounds, tree killing, liquid [or] Compounds, weed killing, liquid	1760	8	III
Corrosive liquids, n.o.s.	1760	8	I
Corrosive liquids, n.o.s.	1760	8	II
Corrosive liquids, n.o.s.	1760	8	III
Ferrous chloride, solution	1760	8	II
Fire extinguisher charges, [corrosive liquid]	1774	8	II
Fluorosilicic acid	1778	8	II
Formic acid	1779	8	II
Hydriodic acid	1787	8	II
Hydriodic acid	1787	8	III
Hydrobromic acid, [with more than 49 percent hydrobromic acid]	1788	8	II
Hydrobromic acid, [with more than 49 percent hydrobromic acid]	1788	8	III
Hydrobromic acid, [with not more than 49 percent hydrobromic acid]	1788	8	II
Hydrobromic acid, [with not more than 49 percent hydrobromic acid]	1788	8	III
Hydrochloric acid	1789	8	II
Hydrochloric acid	1789	8	III
Hydrofluoric acid, [with more than 60 percent strength]	1790	8	I
Hydrofluoric acid, [with not more than 60 percent strength]	1790	8	II
Hypochlorite solutions	1791	8	II
Hypochlorite solutions	1791	8	III
Phosphoric acid solution	1805	8	III
Potassium hydroxide, solid	1813	8	II
Potassium hydroxide, solution	1814	8	II
Potassium hydroxide, solution	1814	8	III
Silicon tetrachloride	1818	8	II
Sodium hydroxide, solid	1823	8	II

Sodium hydroxide solution	1824	8	II
Sodium hydroxide solution	1824	8	III
Stannic chloride, anhydrous	1827	8	II
Sulfuric acid [with more than 51 percent acid]	1830	8	II
Sulfuric acid, fuming [with 30 percent or more free sulfur trioxide]	1831	8	I
Sulfuric acid, fuming [with less than 30 percent free sulfur trioxide]	1831	8	I
Sulfuric acid, spent	1832	8	II
Trichloroacetic acid	1839	8	II
Zinc chloride, solution	1840	8	III
Silicon tetrafluoride	1859	2.3	

Ethyl crotonate	1862	3	II
Fuel, aviation, turbine engine	1863	3	I
Fuel, aviation, turbine engine	1863	3	II
Fuel, aviation, turbine engine	1863	3	III
Resin solution, [flammable]	1866	3	I
Resin solution, [flammable]	1866	3	II
Resin solution, [flammable]	1866	3	III
Chloroform	1888	6.1	III
Tetrachloroethylene	1897	6.1	III
Disinfectant, liquid, corrosive, n.o.s.	1903	8	I
Disinfectants, liquid, corrosive n.o.s.	1903	8	II
Disinfectants, liquid, corrosive n.o.s.	1903	8	III
Cyclohexanone	1915	3	III
Nonanes	1920	3	III
Cyanide solutions, n.o.s.	1935	6.1	I
Cyanide solutions, n.o.s.	1935	6.1	II
Cyanide solutions, n.o.s.	1935	6.1	III
Ammonium nitrate, [with not more than 0.2% total combustible material, including any organic substance, calculated as carbon to the exclusion of any other added substance]	1942	5.1	III
Matches, safety [(book, card, or strike on box)]	1944	4.1	III
Aerosols, [corrosive, Packing Group II or III, (each not exceeding 1 L capacity)]	1950	2.2	
Aerosols, [flammable, (each not exceeding 1 L capacity)]	1950	2.1	
Aerosols, [non-flammable, (each not exceeding 1 L capacity)]	1950	2.2	
Aerosols, [poison, each not exceeding 1 L capacity]	1950	2.2	
Aerosols, flammable, n.o.s. ([engine starting fluid] (each not exceeding 1 L capacity))	1950	2.1	
Ethylene oxide and carbon dioxide mixtures [with not more than 9 percent ethylene oxide]	1952	2.2	
Compressed gas, flammable, n.o.s.	1954	2.1	
Refrigerant gases, n.o.s. [or] Dispersant gases, n.o.s.	1954	2.1	
Compressed gas, toxic, n.o.s. [Inhalation Hazard Zone A]	1955	2.3	
Compressed gas, toxic, n.o.s. [Inhalation Hazard Zone B]	1955	2.3	
Compressed gas, toxic, n.o.s. [Inhalation Hazard Zone C]	1955	2.3	
Compressed gas, toxic, n.o.s. [Inhalation Hazard Zone D]	1955	2.3	

Organic phosphate, mixed with compressed gas [or] Organic phosphate compound, mixed with compressed gas [or] Organic phosphorus compound, mixed with compressed gas	1955	2.3	
Compressed gas, n.o.s.	1956	2.2	
Deuterium, compressed	1957	2.1	
1,2-Dichloro-1,1,2,2- tetrafluoroethane [or] Refrigerant gas R 114	1958	2.2	
Helium, refrigerated liquid [(cryogenic liquid)]	1963	2.2	
Hydrogen, refrigerated liquid [(cryogenic liquid)]	1966	2.1	
Insecticide gases, toxic, n.o.s.	1967	2.3	
Parathion and compressed gas mixture	1967	2.3	
Insecticide gases, n.o.s.	1968	2.2	
Isobutane [see also] Petroleum gases, liquefied	1969	2.1	

Methane, compressed [or] Natural gas, compressed [(with high methane content)]	1971	2.1	
Methane, refrigerated liquid [(cryogenic liquid)] [or] Natural gas, refrigerated liquid [(cryogenic liquid), with high methane content)]	1972	2.1	
Chlorodifluoromethane and chloropentafluoroethane mixture [or] Refrigerant gas R 502 [with fixed boiling point, with approximately 49 percent chlorodifluoromethane]	1973	2.2	
Chlorodifluorobromomethane [or] Refrigerant gas R 12B1	1974	2.2	
Nitrogen, refrigerated liquid [cryogenic liquid]	1977	2.2	
Propane [see also] Petroleum gases, liquefied	1978	2.1	
Rare gases and nitrogen mixtures, compressed	1981	2.2	
Tetrafluoromethane [or] Refrigerant gas R 14	1982	2.2	
1-Chloro-2,2,2-trifluoroethane [or] Refrigerant gas R 133a	1983	2.2	
Trifluoromethane [or] Refrigerant gas R 23	1984	2.2	
Alcohols, flammable, toxic, n.o.s.	1986	3	I
Alcohols, flammable, toxic, n.o.s.	1986	3	II
Alcohols, flammable, toxic, n.o.s.	1986	3	III
Alcohols, n.o.s.	1987	3	I
Alcohols, n.o.s.	1987	3	II
Alcohols, n.o.s.	1987	3	III
Flammable liquids, toxic, n.o.s.	1992	3	I
Flammable liquids, toxic, n.o.s.	1992	3	II
Flammable liquids, toxic, n.o.s.	1992	3	III
Combustible liquid, n.o.s.	1993	Comb liq	III
Compounds, cleaning liquid	1993	3	I
Compounds, cleaning liquid	1993	3	II
Compounds, cleaning liquid	1993	3	III
Compounds, tree killing, liquid [or] Compounds, weed killing, liquid	1993	3	I
Compounds, tree killing, liquid [or] Compounds, weed killing, liquid	1993	3	II
Compounds, tree killing, liquid [or] Compounds, weed killing, liquid	1993	3	III
Diesel fuel	1993	3	III
Flammable liquids, n.o.s.	1993	3	I
Flammable liquids, n.o.s.	1993	3	II
Flammable liquids, n.o.s.	1993	3	III

Fuel oil [(No. 1, 2, 4, 5, or 6)]	1993	3	III
Asphalt, [at or above its flash point]	1999	3	III
Tars, liquid [including road asphalt and oils, bitumen, and cut backs]	1999	3	II
Tars, liquid [including road asphalt and oils, bitumen, and cut backs]	1999	3	III
Celluloid, [in block, rods, rolls, sheets, tubes, etc., except scrap]	2000	4.1	III
Cobalt naphthenates, powder	2001	4.1	III
Hydrogen peroxide, aqueous solutions [with more than 40 percent but not more than 60 percent hydrogen peroxide (stabilized as necessary)]	2014	5.1	II
Hydrogen peroxide, aqueous solutions [with not less than 20 percent but not more than 40 percent hydrogen peroxide (stabilized as necessary)]	2014	5.1	II
Ammunition, tear-producing, non-explosive, [without burster or expelling charge, non-fuzed]	2017	6.1	II
Epichlorohydrin	2023	6.1	II
Mercury compounds, liquid, n.o.s.	2024	6.1	I
Mercury compounds, liquid, n.o.s.	2024	6.1	II
Mercury compounds, liquid, n.o.s.	2024	6.1	III
Mercury compounds, solid, n.o.s.	2025	6.1	I
Mercury compounds, solid, n.o.s.	2025	6.1	II
Mercury compounds, solid, n.o.s.	2025	6.1	III
Sodium arsenite, solid	2027	6.1	II
Nitric acid [other than red fuming, with more than 70 percent nitric acid]	2031	8	I
Nitric acid [other than red fuming, with no more than 70 percent nitric acid]	2031	8	II
1,1,1-Trifluoroethane [or] Refrigerant gas, R 143a	2035	2.1	
Gas cartridges, [(flammable) without a release device, non-refillable]	2037	2.1	
Receptacles, small, containing gas (gas cartridges) [flammable, without release device, not refillable and not exceeding 1 L capacity]	2037	2.1	
Receptacles, small, containing gas (gas cartridges) [non-flammable, without release device, not refillable and not exceeding 1 L capacity]	2037	2.2	
Methyl isobutyl carbinol	2053	3	III
Morpholine	2054	8	I
Tetrahydrofuran	2056	3	II
Ammonium nitrate-based fertilizer	2067	5.1	III
Ammonium nitrate-based fertilizer	2071	9	III
Diethylenetriamine	2079	8	II
Carbon dioxide, refrigerated liquid	2187	2.2	
Hexafluoroethane, [or] Refrigerant gas R 116	2193	2.2	
Nitrous oxide, refrigerated liquid	2201	2.2	
Isocyanates, toxic, n.o.s. [or] Isocyanate solutions, toxic, n.o.s., [flash point more than 61 degrees C and boiling point less than 300 degrees C]	2206	6.1	II
Isocyanates, toxic, n.o.s. [or] Isocyanate solutions, toxic, n.o.s., [flash point more than 61 degrees C and boiling point less than 300 degrees C]	2206	6.1	III
Calcium hypochlorite mixtures, dry, [with more than 10 percent but not more than 39 percent available chlorine]	2208	5.1	III

Formaldehyde, solutions, [with not less than 25 percent formaldehyde]	2209	8	III
Asbestos	2212	9	III
Blue asbestos [(Crocidolite)] [or] Brown asbestos [(amosite, mysorite)]	2212	9	II
Chlorotoluenes	2238	3	III
Matches, fusee	2254	4.1	III
Triethylenetetramine	2259	8	II
Hexamethylenediamine, solid	2280	8	III
Isobutyl methacrylate, stabilized	2283	3	III
Isophoronediamine	2289	8	III
Polychlorinated biphenyls, liquid	2315	9	II
Trimethylhexamethylenediamines	2327	8	III
Zinc chloride, anhydrous	2331	8	III
Butyl acrylates, stabilized	2348	3	III
Cyclohexylamine	2357	8	II
Diethyl sulfide	2375	3	II
Dimethyldiethoxysilane	2380	3	II
Bromotrifluoroethylene	2419	2.1	
Potassium chlorate, aqueous solution	2427	5.1	II
Potassium chlorate, aqueous solution	2427	5.1	III
Nitrogen trifluoride	2451	2.2	
Beryllium nitrate	2464	5.1	II
Dichloroisocyanuric acid, dry [or] Dichloroisocyanuric acid salts	2465	5.1	II
Potassium superoxide	2466	5.1	I
Trichloroisocyanuric acid, dry	2468	5.1	II
Ethanolamine [or] Ethanolamine solutions	2491	8	III
Bromobenzene	2514	3	III
Tricresyl phosphate [with more than 3 percent ortho isomer]	2574	6.1	II
Aluminum chloride, solution	2581	8	III
Ferric chloride, solution	2582	8	III
Alkyl sulfonic acids, liquid [or] Aryl sulfonic acids, liquid [with more than 5 percent free sulfuric acid]	2584	8	II
Alkyl sulfonic acids, liquid [or] Aryl sulfonic acids, liquid [with not more than 5 percent free sulfuric acid]	2586	8	III
Pesticides, solid, toxic, n.o.s.	2588	6.1	I
Pesticides, solid, toxic, n.o.s.	2588	6.1	II
Pesticides, solid, toxic, n.o.s.	2588	6.1	III
White asbestos [(chrysotile, actinolite, anthophyllite, tremolite)]	2590	9	III
Dichlorodifluoromethane and difluoroethane azeotropic mixture [or] Refrigerant gas R 500 [with approximately 74 percent dichlorodifluoromethane]	2602	2.2	
Methallyl alcohol	2614	3	III
Glycidaldehyde	2622	3	II
Firelighters, solid [with flammable liquid]	2623	4.1	III
Nitrites, inorganic, n.o.s.	2627	5.1	II
Hydroquinone, solid	2662	6.1	III
Ammonia solutions, [relative density between 0.880 and 0.957 at 15 degrees C in water, with more than 10 percent but not more than 35 percent ammonia]	2672	8	III

Lithium hydroxide	2680	8	II
Amines, flammable, corrosive, n.o.s. [or] Polyamines, flammable, corrosive, n.o.s.	2733	3	I
Amines, flammable, corrosive, n.o.s. [or] Polyamines, flammable, corrosive, n.o.s.	2733	3	II
Amines, flammable, corrosive, n.o.s. [or] Polyamines, flammable, corrosive, n.o.s.	2733	3	III
Amines, liquid, corrosive, n.o.s., [or] Polyamines, liquid, corrosive, n.o.s.	2735	8	I
Amines, liquid, corrosive, n.o.s., [or] Polyamines, liquid, corrosive, n.o.s.	2735	8	II
Amines, liquid, corrosive, n.o.s., [or] Polyamines, liquid, corrosive, n.o.s.	2735	8	III
Carbamate pesticides, solid, toxic	2757	6.1	I
Carbamate pesticides, solid, toxic	2757	6.1	II
Carbamate pesticides, solid, toxic	2757	6.1	III
Organochlorine pesticides, solid, toxic	2761	6.1	I
Organochlorine pesticides, solid, toxic	2761	6.1	II
Organochlorine pesticides, solid, toxic	2761	6.1	III
Organophosphorus pesticides, solid, toxic	2783	6.1	I
Organophosphorus pesticides, solid, toxic	2783	6.1	II
Organophosphorus pesticides, solid, toxic	2783	6.1	III
Organophosphorus pesticides, liquid, flammable, toxic, [flash point less than 23 degrees C]	2784	3	I
Organophosphorus pesticides, liquid, flammable, toxic, [flash point less than 23 degrees C]	2784	3	II
Acetic acid, glacial [or] Acetic acid solution, [with more than 80 percent acid, by mass]	2789	8	II
Acetic acid solution, [not less than 50 percent but not more than 80 percent acid, by mass]	2790	8	II
Acetic acid solution, [with more than 10 percent and less than 50 percent acid, by mass]	2790	8	III
Batteries, wet, filled with acid, [electric storage]	2794	8	III
Batteries, wet, filled with alkali, [electric storage]	2795	8	III
Battery fluid, acid	2796	8	II
Sulfuric acid [with not more than 51% acid]	2796	8	II
Battery fluid, alkali	2797	8	II
Batteries, wet, non-spillable, [electric storage]	2800	8	III
Copper chloride	2802	8	III
Mercury	2809	8	III
Mercury [contained in manufactured articles]	2809	8	III
Compounds, tree killing, liquid [or] Compounds, weed killing, liquid	2810	6.1	I
Compounds, tree killing, liquid [or] Compounds, weed killing, liquid	2810	6.1	II
Compounds, tree killing, liquid [or] Compounds, weed killing, liquid	2810	6.1	III
Toxic, liquids, organic, n.o.s.	2810	6.1	I
Toxic, liquids, organic, n.o.s.	2810	6.1	II
Toxic, liquids, organic, n.o.s.	2810	6.1	III
Toxic solids, organic, n.o.s.	2811	6.1	I

Toxic solids, organic, n.o.s.	2811	6.1	II
Toxic solids, organic, n.o.s.	2811	6.1	III
Water-reactive solid, n.o.s.	2813	4.3	I
Water-reactive solid, n.o.s.	2813	4.3	II
Water-reactive solid, n.o.s.	2813	4.3	III
Phenol solutions	2821	6.1	II
Phenol solutions	2821	6.1	III
1,1,1-Trichloroethane	2831	6.1	III
Phosphorous acid	2834	8	III
Nitroethane	2842	3	III
Fluorosilicates, n.o.s.	2856	6.1	III
Refrigerating machines, [containing non-flammable, non-toxic, or ammonia solution (UN2672)]	2857	2.2	
Resorcinol	2876	6.1	III

Calcium hypochlorite, hydrated [or] Calcium hypochlorite, hydrated mixtures, [with not less than 5.5 percent but not more than 16 percent water]	2880	5.1	II
Calcium hypochlorite, hydrated [or] Calcium hypochlorite, hydrated mixtures, [with not less than 5.5 percent but not more than 16 percent water]	2880	5.1	III
Pesticides, liquid, toxic, n.o.s.	2902	6.1	I
Pesticides, liquid, toxic, n.o.s.	2902	6.1	II
Pesticides, liquid, toxic, n.o.s.	2902	6.1	III
Pesticides, liquid, toxic, flammable, n.o.s. [flash point not less than 23 degrees C]	2903	6.1	I
Pesticides, liquid, toxic, flammable, n.o.s. [flash point not less than 23 degrees C]	2903	6.1	II
Pesticides, liquid, toxic, flammable, n.o.s. [flash point not less than 23 degrees C]	2903	6.1	III
Radioactive material, excepted package-articles manufactured from natural uranium [or] depleted uranium [or] natural thorium	2909	7	
Radioactive material, excepted package-limited quantity of material	2910	7	
Radioactive material, excepted package-instruments [or] articles	2911	7	
Radioactive material, low specific activity (LSA-I) [non fissile or fissile-excepted]	2912	7	
Corrosive liquids, flammable, n.o.s.	2920	8	I
Corrosive liquids, flammable, n.o.s.	2920	8	II
Corrosive liquids, toxic, n.o.s.	2922	8	I
Corrosive liquids, toxic, n.o.s.	2922	8	II
Corrosive liquids, toxic, n.o.s.	2922	8	III
Corrosive solids, toxic, n.o.s.	2923	8	I
Corrosive solids, toxic, n.o.s.	2923	8	II
Corrosive solids, toxic, n.o.s.	2923	8	III
Flammable liquids, corrosive, n.o.s.	2924	3	I
Flammable liquids, corrosive, n.o.s.	2924	3	II
Flammable liquids, corrosive, n.o.s.	2924	3	III
Flammable solids, toxic, organic, n.o.s.	2926	4.1	II
Flammable solids, toxic, organic, n.o.s.	2926	4.1	III

Ethyl phosphonothioic dichloride, anhydrous	2927	6.1	I
Ethyl phosphorodichloridate	2927	6.1	I
Toxic liquids, corrosive, organic, n.o.s.	2927	6.1	I
Toxic liquids, corrosive, organic, n.o.s.	2927	6.1	II
Methyl 2-chloropropionate	2933	3	III
Sulfamic acid	2967	8	III
Hydrogen peroxide, aqueous solutions [with not less than 8 percent but less than 20 percent hydrogen peroxide (stabilized as necessary)]	2984	5.1	III
Life-saving appliances, self-inflating	2990	9	
Carbamate pesticides, liquid, toxic	2992	6.1	I
Carbamate pesticides, liquid, toxic	2992	6.1	II
Carbamate pesticides, liquid, toxic	2992	6.1	III
Arsenical pesticides, liquid, toxic	2994	6.1	I
Arsenical pesticides, liquid, toxic	2994	6.1	II
Arsenical pesticides, liquid, toxic	2994	6.1	III
Copper based pesticides, liquid, toxic	3010	6.1	I
Copper based pesticides, liquid, toxic	3010	6.1	II
Copper based pesticides, liquid, toxic	3010	6.1	III
Substituted nitrophenol pesticides, liquid, toxic, flammable, [flash point not less than 23 degrees C]	3013	6.1	I
Substituted nitrophenol pesticides, liquid, toxic, flammable, [flash point not less than 23 degrees C]	3013	6.1	II
Substituted nitrophenol pesticides, liquid, toxic, flammable, [flash point not less than 23 degrees C]	3013	6.1	III
Organophosphorus pesticides, liquid, toxic, flammable, [flash point not less than 23 degrees C]	3017	6.1	I
Organophosphorus pesticides, liquid, toxic, flammable, [flash point not less than 23 degrees C]	3017	6.1	II
Organophosphorus pesticides, liquid, toxic, flammable, [flash point not less than 23 degrees C]	3017	6.1	III
Organophosphorus pesticides, liquid, toxic	3018	6.1	I
Organophosphorus pesticides, liquid, toxic	3018	6.1	II
Organophosphorus pesticides, liquid, toxic	3018	6.1	III
Organotin pesticides, liquid, toxic	3020	6.1	I
Organotin pesticides, liquid, toxic	3020	6.1	II
Organotin pesticides, liquid, toxic	3020	6.1	III
Pesticides, liquid, flammable, toxic, [flash point less than 23 degrees C]	3021	3	I
Pesticides, liquid, flammable, toxic, [flash point less than 23 degrees C]	3021	3	II
Batteries, dry, containing potassium hydroxide solid, [electric, storage]	3028	8	III
Aluminum alkyls	3051	4.2	I
Alcoholic beverages	3065	3	II
Alcoholic beverages	3065	3	III
Paint [or] Paint related material	3066	8	II
Paint [or] Paint related material	3066	8	III
Life-saving appliances, not self-inflating [containing dangerous goods as equipment]	3072	9	

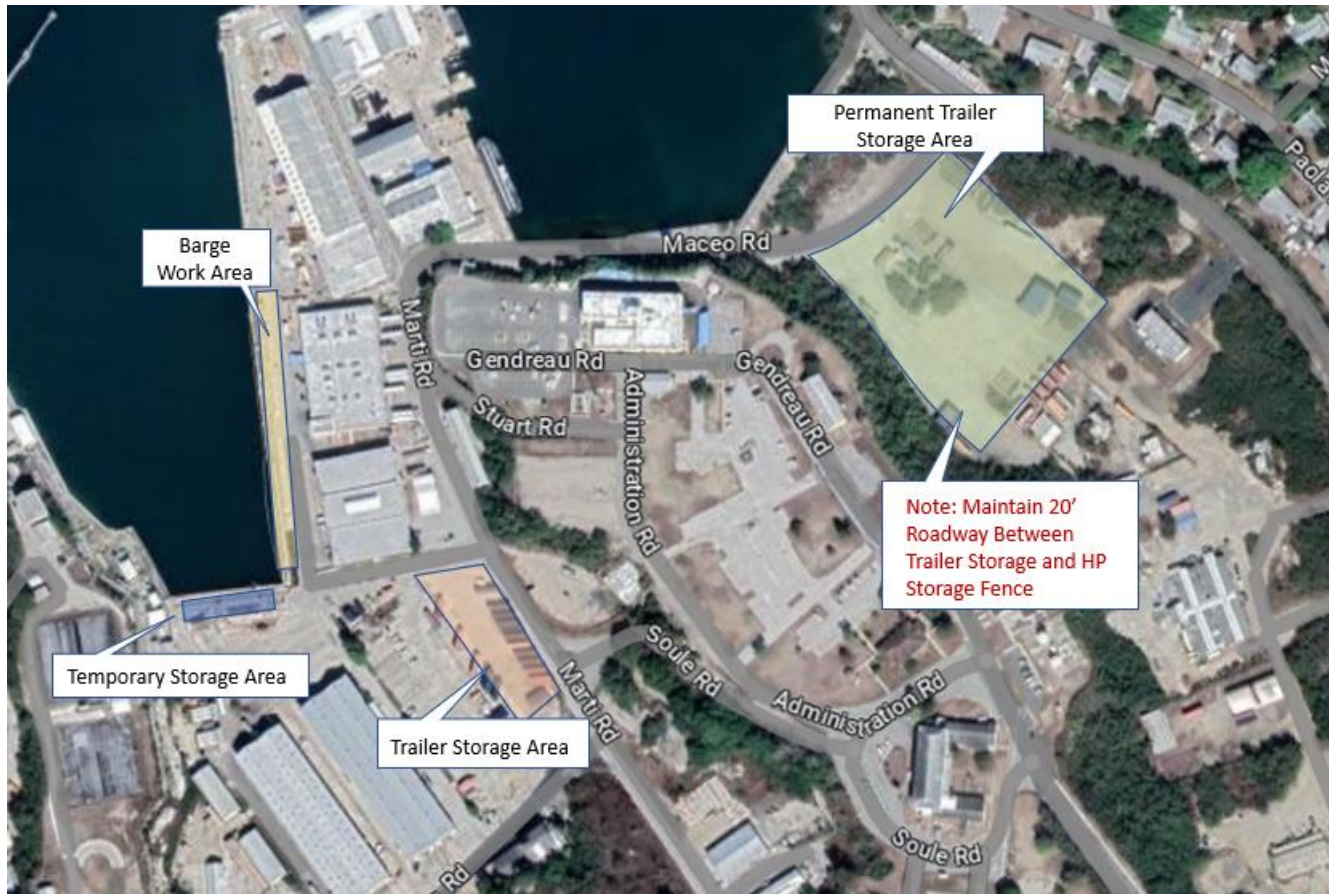
Environmentally hazardous substances, solid, n.o.s.	3077	9	III
Hazardous waste, solid, n.o.s.	3077	9	III
Other regulated substances, solid, n.o.s.	3077	9	III
Isocyanates, toxic, flammable, n.o.s. [or] Isocyanate solutions, toxic, flammable, n.o.s., [flash point not less than 23 degrees C but not more than 61 degrees C and boiling point less than 300 degrees C]	3080	6.1	II
Environmentally hazardous substances, liquid, n.o.s.	3082	9	III
Hazardous waste, liquid, n.o.s.	3082	9	III
Other regulated substances, liquid, n.o.s.	3082	9	III
Corrosive solids, oxidizing, n.o.s.	3084	8	I
Corrosive solids, oxidizing, n.o.s.	3084	8	II
Oxidizing solid, corrosive, n.o.s.	3085	5.1	I
Oxidizing solid, corrosive, n.o.s.	3085	5.1	II
Oxidizing solid, corrosive, n.o.s.	3085	5.1	III
Lithium battery	3090	9	II
Lithium batteries packed with equipment	3091	9	II
Lithium batteries, contained in equipment	3091	9	II
Corrosive liquids, oxidizing, n.o.s.	3093	8	I
Corrosive liquids, oxidizing, n.o.s.	3093	8	II
Corrosive liquids, water-reactive, n.o.s.	3094	8	I
Corrosive liquids, water-reactive, n.o.s.	3094	8	II
Oxidizing liquid, corrosive, n.o.s.	3098	5.1	I
Oxidizing liquid, corrosive, n.o.s.	3098	5.1	II
Oxidizing liquid, corrosive, n.o.s.	3098	5.1	III
Oxidizing liquid, toxic, n.o.s.	3099	5.1	I
Oxidizing liquid, toxic, n.o.s.	3099	5.1	II
Oxidizing liquid, toxic, n.o.s.	3099	5.1	III
Organic peroxide type D, liquid	3105	5.2	II
Organic peroxide type E, liquid	3107	5.2	II
Organic peroxide type F, liquid	3109	5.2	II
Organic peroxide type D, solid, temperature controlled	3116	5.2	II
Organic peroxide type F, solid, temperature controlled	3120	5.2	II
Trifluoromethane, refrigerated liquid	3136	2.2	
Oxidizing liquid, n.o.s.	3139	5.1	I
Oxidizing liquid, n.o.s.	3139	5.1	I
Oxidizing liquid, n.o.s.	3139	5.1	II
Oxidizing liquid, n.o.s.	3139	5.1	II
Oxidizing liquid, n.o.s.	3139	5.1	III
Oxidizing liquid, n.o.s.	3139	5.1	III
Dyes, solid, toxic, n.o.s. [or] Dye intermediates, solid, toxic, n.o.s.	3143	6.1	I
Dyes, solid, toxic, n.o.s. [or] Dye intermediates, solid, toxic, n.o.s.	3143	6.1	II
Dyes, solid, toxic, n.o.s. [or] Dye intermediates, solid, toxic, n.o.s.	3143	6.1	III
Dyes, solid, corrosive, n.o.s. [or] Dye intermediates, solid, corrosive, n.o.s.	3147	8	I
Dyes, solid, corrosive, n.o.s. [or] Dye intermediates, solid, corrosive, n.o.s.	3147	8	II

Dyes, solid, corrosive, n.o.s. [or] Dye intermediates, solid, corrosive, n.o.s.	3147	8	III
Compressed gas, oxidizing, n.o.s.	3156	2.2	
1,1,1,2-Tetrafluoroethane [or] Refrigerant gas R 134a	3159	2.2	
Liquefied gas, flammable, n.o.s.	3161	2.1	
Liquefied gas, n.o.s.	3163	2.2	
Articles, pressurized pneumatic [or] hydraulic [containing non-flammable gas]	3164	2.2	
Engines, internal combustion, [flammable gas powered]	3166	9	
Engines, internal combustion, [flammable liquid powered]	3166	9	
Vehicle, flammable gas powered	3166	9	
Vehicle, flammable liquid powered	3166	9	
Battery-powered vehicle [or] Battery-powered equipment	3171	9	
Solids containing flammable liquid, n.o.s.	3175	4.1	II
Flammable solid, inorganic, n.o.s.	3178	4.1	II
Flammable solid, inorganic, n.o.s.	3178	4.1	III
Smokeless powder for small arms ([100 pounds or less])	3178	4.1	I
Self-heating liquid, corrosive, inorganic, n.o.s.	3188	4.2	II
Self-heating liquid, corrosive, inorganic, n.o.s.	3188	4.2	III
Self-reactive liquid type B	3221	4.1	II
Self-reactive liquid type D	3225	4.1	II
Medicine, solid, toxic, n.o.s.	3249	6.1	II
Medicine, solid, toxic, n.o.s.	3249	6.1	III
Disodium trioxosilicate	3253	8	III
Amines, solid, corrosive, n.o.s., [or] Polyamines, solid, corrosive n.o.s.	3259	8	I
Amines, solid, corrosive, n.o.s., [or] Polyamines, solid, corrosive n.o.s.	3259	8	II
Amines, solid, corrosive, n.o.s., [or] Polyamines, solid, corrosive n.o.s.	3259	8	III
Corrosive solid, acidic, inorganic, n.o.s.	3260	8	I
Corrosive solid, acidic, inorganic, n.o.s.	3260	8	II
Corrosive solid, acidic, inorganic, n.o.s.	3260	8	III
Corrosive solid, acidic, organic, n.o.s.	3261	8	I
Corrosive solid, acidic, organic, n.o.s.	3261	8	II
Corrosive solid, acidic, organic, n.o.s.	3261	8	III
Corrosive solid, basic, inorganic, n.o.s.	3262	8	I
Corrosive solid, basic, inorganic, n.o.s.	3262	8	II
Corrosive solid, basic, inorganic, n.o.s.	3262	8	III
Corrosive solid, basic, organic, n.o.s.	3263	8	I
Corrosive solid, basic, organic, n.o.s.	3263	8	II
Corrosive solid, basic, organic, n.o.s.	3263	8	III
Corrosive liquid, acidic, inorganic, n.o.s.	3264	8	I
Corrosive liquid, acidic, inorganic, n.o.s.	3264	8	II
Corrosive liquid, acidic, inorganic, n.o.s.	3264	8	III
Corrosive liquid, acidic, organic, n.o.s.	3265	8	I
Corrosive liquid, acidic, organic, n.o.s.	3265	8	II
Corrosive liquid, acidic, organic, n.o.s.	3265	8	III
Corrosive liquid, basic, inorganic, n.o.s.	3266	8	I

Corrosive liquid, basic, inorganic, n.o.s.	3266	8	II
Corrosive liquid, basic, inorganic, n.o.s.	3266	8	III
Corrosive liquid, basic, organic, n.o.s.	3267	8	I
Corrosive liquid, basic, organic, n.o.s.	3267	8	II
Corrosive liquid, basic, organic, n.o.s.	3267	8	III
Air bag inflators, [or] Air bag modules, [or] Seatbelt pretensioners.	3268	9	III
Polyester resin kit	3269	3	
Nitrocellulose membrane filters, [with not more than 12.6% nitrogen, by dry mass]	3270	4.1	II
Organophosphorus compound, toxic, liquid, n.o.s.	3278	6.1	I
Organophosphorus compound, toxic, liquid, n.o.s.	3278	6.1	II
Organophosphorus compound, toxic, liquid, n.o.s.	3278	6.1	III
Vanadium compound, n.o.s.	3285	6.1	I
Vanadium compound, n.o.s.	3285	6.1	II
Vanadium compound, n.o.s.	3285	6.1	III
Flammable liquid, toxic, corrosive, n.o.s.	3286	3	I
Flammable liquid, toxic, corrosive, n.o.s.	3286	3	II
Toxic liquid, inorganic, n.o.s.	3287	6.1	I
Toxic liquid, inorganic, n.o.s.	3287	6.1	II
Toxic liquid, inorganic, n.o.s.	3287	6.1	III
Toxic solid, inorganic, n.o.s.	3288	6.1	I
Toxic solid, inorganic, n.o.s.	3288	6.1	II
Toxic solid, inorganic, n.o.s.	3288	6.1	III
Hydrazine, aqueous solution [with not more than 37 percent hydrazine, by mass]	3293	6.1	III
Hydrocarbons, liquid, n.o.s.	3295	3	I
Hydrocarbons, liquid, n.o.s.	3295	3	II
Hydrocarbons, liquid, n.o.s.	3295	3	III
Heptafluoropropane [or] Refrigerant gas R 227	3296	2.2	
Chemical kits	3316	9	
First aid kits	3316	9	
Refrigerant gas R 404A	3337	2.2	
Insecticide gases, toxic, flammable, n.o.s. [Inhalation hazard Zone A]	3355	2.3	
Insecticide gases, toxic, flammable, n.o.s. [Inhalation hazard Zone B]	3355	2.3	
Insecticide gases, toxic, flammable, n.o.s. [Inhalation hazard Zone C]	3355	2.3	
Insecticide gases, toxic, flammable, n.o.s. [Inhalation hazard Zone D]	3355	2.3	
Oxygen generator, chemical [(including when contained in associated equipment, e.g., passenger service units (PSUs), portable breathing equipment (PBE), etc.).]	3356	5.1	II
Oxygen generator, chemical, spent	3356	9	III
Dangerous Goods in Machinery [or] Dangerous Goods in Apparatus	3363	9	

APPENDIX VI - NAVSTA GUANTANAMO BAY CUBA DIAGRAM

1. The Government is to supply ample space for all operations and sufficient safe space for workers and equipment. Most spaces will be level, paved or reinforced, and have proper drainage. However, the Permanent Trailer Storage Area, also referred to as the "Bone Yard", will not be further maintained by the Government though this space will continue to be provided for the Contractor's use. All spaces will be free of debris, lighted, and have room for equipment to maneuver.
2. Below is a diagram of the designated storage locations on NSGB.
 - 2.1. Wharf Bravo (the Temporary Storage Area highlighted below) is not to be used as a long-term storage area, as such, the Contractor shall not stage cargo in the Temporary Storage Area for more than 3 calendar days after vessel departure or more than 3 calendar days prior to vessel arrival.
 - 2.2. The Contractor shall not exceed 150 empty containers in the Permanent Trailer Storage Area.
 - 2.3. The Contractor shall stage trailers and/or chassis within the parameters of the below diagram of the Trailer Storage Area.



APPENDIX VII INVOICING AND PAYMENTS

1. General Information

1.1. Invoices shall be submitted promptly within the timeframes described in this Appendix. Invoices shall be submitted only after services included on the invoice have been satisfactorily performed per FAR 32.905. Descriptions of services rendered must match the terms used in the NSGB contract. When Contractor terminology differs from NSGB-2, the latter shall be used. In accordance with FAR 33.206(a), Contractor claims shall be submitted, in writing, to the CO for a decision within two years after accrual of a claim.

1.2. Failure to provide required information and appropriate documentation for a specific container/piece of cargo shall result in a rejection of the invoice and may delay the payment process. Discrepancies in Contractor provided shipment information on submitted invoices will lead to certification delays as additional supporting documentation may be required from the Contractor.

1.3. There are four distinct invoicing categories for this contract as follows:

1.3.1. Invoices for Services Ordered within the SDDC Integrated Booking System (IBS)

1.3.2. Invoices for Services Not Ordered within the SDDC IBS system

1.3.3. Invoices for exception charges which require preapproval

1.3.4. Invoices associated with Requests for Equitable Adjustments (REA)

1.4. The Government has the right to request additional information in support of the charges in an invoice. In addition, all charges for services not ordered in the IBS Booking will require COR review and certification via the SDDC Pipeline Asset Tool Invoice Processing Portal (PAT IPP) tool. REAs will be submitted to USTRANSCOM for certification.

1.5. The provisions of cash management will not apply to this contract. A pay immediate payment term will be applied to all invoices processed in conjunction with this contract. Once a payable invoice is received by the Government, entitlement action will be completed, and funds will be disbursed to the Contractor. The standard entitlement processing cycle for these invoices will include disbursement of funds to the Contractor financial institution within two business days of payable transaction certification within the Transportation Financial Management System (TFMS). The provisions of prompt payment will apply to this contract and any invoice not paid within 30 calendar days will incur interest penalty.

1.6. Invoices shall not be submitted by the Contractor until the required EDI transactions pertaining to the billed service have been submitted (EDI 315 Vessel Departure transaction for the First Invoice and EDI 315 Delivered to Government transaction for the Second Invoice).

2. Invoicing Procedures for Services Ordered within IBS

2.1. Procedures applicable to invoicing and payment for services ordered or modified thereafter within IBS.

All invoices for IBS booked charges shall be submitted electronically via upload to the Treasury Invoice Processing Portal (IPP), however, hardcopy invoices will be accepted upon coordination/approval by G8. Once invoices are successfully uploaded to the portal, they will be interfaced into the Transportation Financial Management System (TFMS) for entitlement process.

2.3. A Treasury IPP Invoice will contain the following information:

Header:

- Contractor Name and Address (*)
- Invoice Date and Invoice Number
- Invoice Total Amount (*)
- Contract Number (*)
- TFMS PO Number (*) (Combination of contract number + Port Call File Number (PCFN) + PCFN fiscal year + sequence number) – no more than one (1) per invoice.
- Sail Date
- Miscellaneous Cost (used to convey any net negative value associated with BAF/CAF/FAF credit lines)

Line-Item Detail:

- Line-Item Description (*)
- Quantity
- Unit of Measure (*)
- Unit Price (*)
- Extended price of services performed (*)
- TFMS PO Line Number (*)
- TFMS PO Schedule Number (*)
- Transportation Control Number (TCN) (*)
- Care Rate ID (*)

Note 2: Items marked with (*) are provided within Treasury IPP and do not require Contractor input.

2.2. The Contractor is entitled to payment for services ordered and performed (for services ordered at time of booking, EDI submission of a vessel sail transaction and the reconciled manifest function as evidence of performance).

3. Invoicing Procedures for Services Not Ordered within IBS

3.1. Contractor must seek approval from the COR or CO before incurring charges for services not ordered within IBS, except for container detention and port storage. Upon approval the Contractor shall submit the invoice to the COR.

3.2. The Government shall pay the Contractor on a cost reimbursement basis for valid direct pass-through charges, incurred by the Contractor on behalf of the US Government, not included in priced services. The pass-through charges shall be allowable, reasonable, and allocable, supported by an invoice, and subject to audit. The Government reserves the right to reject any pass-through charge that is not allowable, reasonable, and allocable, or is not supported by a proper invoice. Pass-through charges shall include only direct reimbursable pass-through costs and shall exclude overhead, general and administrative expenses, and profit.

3.3. All invoices for non-booked charges shall be submitted electronically via upload to the PAT IPP. Invoices containing such charges will be assigned to appropriate personnel within SDDC for validation/certification.

3.4. A proper invoice for Services Not Ordered within IBS, to include pass-through charges, will follow the below guidelines:

3.4.1. All applicable EDI 315 transactions as outlined in PWS 4.I are required for submission of these invoices. Failure to submit required and accurate EDI 315 transactions will result in an invoice rejection until EDI 315 requirements are performed accordingly. Once these invoices are certified, they will be passed to the G8 accounts payable section for entitlement processing.

3.4.2. Contractor shall submit pass-through charges with supporting documentation. Supporting documentation must include: notification email to the COR when the additional cost/service was incurred, copy of third party invoice and basis for rate being charged (e.g. applicable port tariff) and proof of payment to third party.

3.4.3. A proper invoice contains the following information:

3.4.4. Contractor Name and Address

3.4.5. Invoice Date and Invoice Number

3.4.6. Contract Number

3.4.7. Invoice Type (e.g., container detention, port storage, etc.)

3.4.8. Tax Identification Number

3.4.9. Invoice Measuring Month

3.4.10. Port Call File Number (for IBS shipments only)

3.4.11. Contractor Booking Number

3.4.12. Container number (for container shipments only)

3.4.13. Dollar Amount of Invoice

3.4.14. Name and address of Contractor official to whom payment is to be sent (must match the contract or a proper notice of assignment)

3.4.15. Any additional information as requested under the billing procedures

3.4.16. Exchange rate at the time expense was incurred

3.4.17. **Certification Statement signed by authorized Contractor representative: "I hereby certify that the above bill is correct and just, and services were performed".

Note 1: Invoices for container detention, shall be submitted monthly. Invoices for port storage can be submitted monthly or all at once.

4. Exceptions

4.1. Unexpected charges are those anomalies that are not foreseen. Contractors must seek approval from the CO before an invoice containing one of these charges can be submitted.

4.2. Included in this category are valid pass-through charges incurred on behalf of the US Government. Pass-through charges shall not include any cost or charge that is included in priced services or is paid directly by the US Government or the consignee.

4.3. The Government shall pay the Contractor on a cost reimbursement basis for valid direct pass-through charges, incurred by the Contractor on behalf of the US Government, not included in priced services. The pass-through charges shall be allowable, reasonable, and allocable, supported by an invoice, and subject to audit. The Government reserves the right to reject any pass-through charge that is not allowable, reasonable, and allocable, or is not supported by a proper invoice. Pass-through charges shall include only direct reimbursable pass-through costs and shall exclude overhead, general and administrative expenses, and profit.

4.4. Costs or charges included in priced service shall not be invoiced as a pass-through charge.

4.4.1. The following are examples of the types of charges that fall into this category:

4.4.1.1. Re-stenciling of containers

4.4.1.2. Rework (unstuffing & restuffing of improperly stuffed containers)

4.4.1.3. Vessel Demurrage

4.4.1.4. Dry Run

5. Requests for Equitable Adjustment (REA)

Equitable adjustments are necessitated by unforeseen situations in which Contractor feels an equitable adjustment is payable to Contractor. Invoices for equitable adjustments shall be submitted as with the literal value "REA" in the first three positions of the invoice number and forwarded electronically via email directly to the Contracting Office TCAQ. Approved/certified REA invoices will be forwarded to the G8 accounts payable branch for entitlement processing.

APPENDIX VIII - BUNKER ADJUSTMENT FACTOR (BAF)

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

1.1. The allowance shall be paid per freight payable unit of cargo. For containerized goods these units are 20-foot equivalent units (TEU) and 40-foot equivalent units (FEU). For breakbulk cargo, they are measurement tons (MT).

1.2. The Bunker Adjustment Factor is zero unless the one-month average fuel price is at least 15% higher or 15% lower (inclusive) than the baseline average fuel price. No bunker adjustment is payable on the routes not included in BAF Table 1 below.

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

Monthly Avg fuel price of MGO x 58% + Monthly Avg fuel price Very Low Sulfur Fuel Oil (VLSFO) x 42% - (Baseline fuel price x buffer *) *This will be 1.15 if the payment is due to the Contractor (i.e., above the 15% buffer) or .85 if the payment is due to the Government (i.e., below the 15% buffer)

2. Baseline Fuel Price: The baseline fuel prices shall be based on the average fuel price over a three-month time frame for Norfolk for each fuel type. The three-month period will be based on the three months prior to the month the Request for Proposal is issued. The baseline is for a bunker fuel mixture of VLSFO (42%) and MGO (58%). This baseline will apply to the base year and all option years.

3. Calculations: BAF shall be calculated using Norfolk prices.

3.1. The BAF report shall be computed by the SDDC for Norfolk on or after the first of each month ("calculation month") and be provided to Contractor on the SDDC public website no later than the 15th of the same month. The report shall use data from the previous month ("data month") and shall be applicable to the month which is two months after the calculation month and three months after the data month.

3.2. The applicable month is determined by the sail date from POE in the initial offer. For example, the BAF calculated in July based on June data shall apply to cargo that was initially offered to sail from POE in September. If the cargo is advanced and ends up sailing in an earlier month, or sails in a later month (due to factors such as roll, shutout, or schedule change), there will be no change to the BAF. Using the above example, if the cargo was initially offered to a VOYDOC that was scheduled to sail from POE in September, the BAF applicable to September shall be payable, even if the sails in a different month.

3.3. The source for bunker prices is <https://www.bunkerindex.com/index.php> which calculates bunker average monthly prices by port and fuel type. These prices are quoted in metric tons. The VLSFO and MGO average quotes shall then be averaged to calculate the monthly average fuel prices for Norfolk.

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

4. Payment Procedures:

4.1. For shipments paid using Treasury IPP, the BAF shall be fixed at the time of booking and shall be based on the date the booked vessel is scheduled to sail. When BAF is payable, shippers shall include the applicable BAF amount (plus or

minus) to all shipments paid to the Contractor via their own documentation and payment system at the time that the original transactions are sent to Treasury IPP. Contractors using the Treasury IPP invoice procedure shall include the applicable BAF amount (plus or minus) in their invoice.

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

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

6. Technical Factors and Freight Payable Units: The Technical factors and their freight payable units are shown below:

Route	Route Description	TEU	FEU	MT
37	US East Coast - Caribbean	0.081	0.159	0.069
42	US Gulf Coast – Caribbean	0.060	0.118	0.022

(Contractor's Company Letterhead)

Month DD, YYYY

From: (Commercial Carrier)
To: SDDC G3 (POC)

Subj: (COMPANY NAME) INITIAL/UPDATED YUBIKEY ISSUED LIST

Is

Ref: (a) NSGB 2 Performance Work Statement

1. As requested by Ref (a) I (Name) (Company Representative) identified and authenticated the following personnel in accordance with paragraph 4.D.1.

Name / ETA User ID	Authentication		Date		Yubikey Number
	Document 1	Document 2	Authorized	Removed	

(Signature)



USTRANSCOM NIST 800-171 Plan of Actions & Milestones POAM



INSTRUCTIONS

The FARS 52.204-21 tab highlights FAR Clause 52.204-21 the Basic Safeguarding of Covered Contractor Information Systems (DODI 8582.01)

The Carrier Info tab summarizes the NIST 800-171 controls from the control family tabs across the bottom of this workbook.

Please complete

Company name:

Contract number:

Cage code:

Date completed:

Submission Type (Annual or update?)

Point of contact (POC):

POC phone number:

POC e-mail address:

The remainder of tabs across the bottom of this workbook contains a NIST 800-171 control family.

Note: Certain areas of each sheet are not editable. These include "control compliance", "control/objective number", "control family", "DIBCAC score", "control/objective text" and "control type" (columns A through F). These are all locked out.

Overarching control compliance status is controlled by the subobjectives under each control number. Example: 3.1.1 can only be compliant ("yes") if objectives 3.1.1[a] through [f] are all compliant ("yes"). A noncompliant ("no") in any subobjective will automatically render the objective as noncompliant ("no"). Thus, when all subobjectives are in compliance ("yes"), the objective automatically is compliant ("yes").

Noncompliance Detection Date: self explanatory

Scheduled Completion Date: please provide an estimated time the noncompliant control/objective will be corrected.

Actual Completion Date: please annotate the date the noncompliant control/objective was corrected.

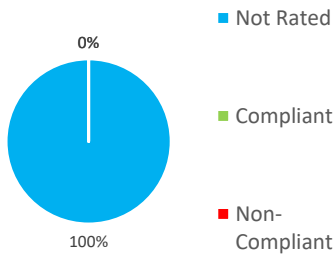
Supporting Documentation/System Controls: briefly describe those technology controls and/or process documents that will be used to achieve compliance with the control/objective requirement. Include details of the implementation/deployment plans and associated milestones. Description should be complete enough so assessors can clearly see a pathway to compliance.

Status/Comments: additional amplifying information regarding the control, objective, documentation, and/or the POAM itself.

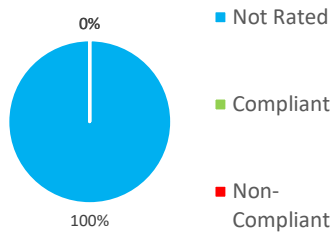
Company name:
Contract number:
Cage code:
Date completed:
Submission Type (Annual or update?)
Point of contact (POC):
POC phone number:
POC e-mail address:

Annual Submission

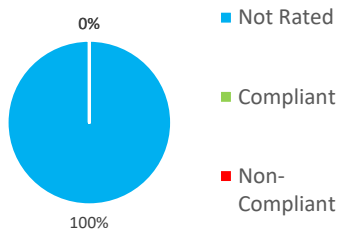
800-171 Controls



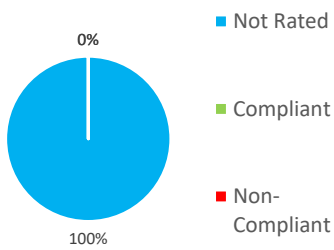
800-171 Objectives



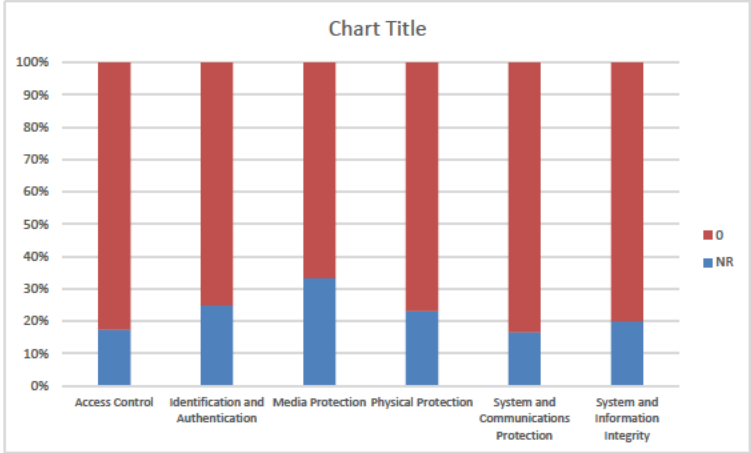
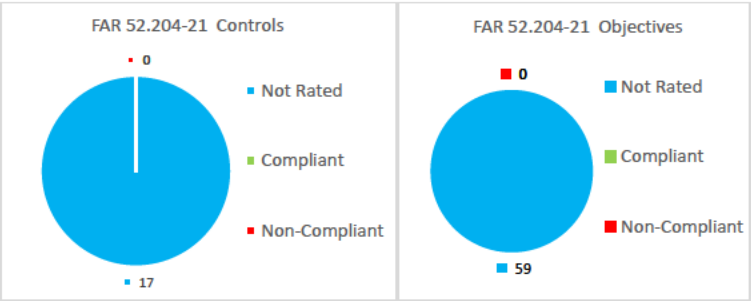
FAR 52.204-21 Controls



FAR 52.204-21 Objectives



Controls marked requiring Plan of Action and Milestones	no
Controls	Scheduled Completion Date



Basic Safeguarding of Covered Contractor Information Systems	1
NIST 800-171 Control/Objective Number	(All)

Count of Compliant		Column Labels	
Row Labels		NR	0
Access Control	4	19	
Identification and Authentication	2	6	
Media Protection	1	2	
Physical Protection	3	10	
System and Communications Protection	2	10	
System and Information Integrity	3	12	
Grand Total	15	59	

Basic Safeguarding of Covered Contractor Information Systems	1
FAR 52.204-21 Controls marked requiring Plan of Action and Milestones	no

Controls	Scheduled Completion Date
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Compliant (Yes/No)	NIST 800-171 Control/Objective Number	Control Family	Control/Objective Text	Non-Compliance Detection Date	Scheduled Completion Date	Actual Completion Date	Supporting Documentation / System Controls	Status / Comments
NR	3.1.1	Access Control	Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).					
	3.1.1[a]	Access Control	authorized users are identified.					
	3.1.1[b]	Access Control	processes acting on behalf of authorized users are identified.					
	3.1.1[c]	Access Control	devices (and other systems) authorized to connect to the system are identified.					
	3.1.1[d]	Access Control	system access is limited to authorized users.					
	3.1.1[e]	Access Control	system access is limited to processes acting on behalf of authorized users.					
	3.1.1[f]	Access Control	system access is limited to authorized devices (including other systems).					
NR	3.1.2	Access Control	Limit information system access to the types of transactions and functions that authorized users are permitted to execute.					
	3.1.2[a]	Access Control	the types of transactions and functions that authorized users are permitted to execute are defined.					
	3.1.2[b]	Access Control	system access is limited to the defined types of transactions and functions for authorized users.					
NR	3.1.3	Access Control	Limit the flow of DoD information to organizations or individuals necessary for the performance of the operationally critical requirements of this contract.					
	3.1.3[a]	Access Control	information flow control policies are defined.					

	3.1.3[b]	Access Control	methods and enforcement mechanisms for controlling the flow of CUI are defined.					
	3.1.3[c]	Access Control	designated sources and destinations (e.g., networks, individuals, and devices) for CUI within the system and between interconnected systems are identified.					
	3.1.3[d]	Access Control	authorizations for controlling the flow of CUI are defined.					
	3.1.3[e]	Access Control	approved authorizations for controlling the flow of CUI are enforced.					
NR	3.1.4	Access Control	Separate the duties of individuals to reduce the risk of malevolent activity without collusion.					
	3.1.4[a]	Access Control	the duties of individuals requiring separation are defined.					
	3.1.4[b]	Access Control	responsibilities for duties that require separation are assigned to separate individuals.					
	3.1.4[c]	Access Control	access privileges that enable individuals to exercise the duties that require separation are granted to separate individuals.					
NR	3.1.5	Access Control	Employ the principle of least privilege, including for specific security functions and privileged accounts.					
	3.1.5[a]	Access Control	privileged accounts are identified.					
	3.1.5[b]	Access Control	access to privileged accounts is authorized in accordance with the principle of least privilege.					
	3.1.5[c]	Access Control	security functions are identified.					
	3.1.5[d]	Access Control	access to security functions is authorized in accordance with the principle of least privilege.					

NR	3.1.6	Access Control	Use non-privileged accounts or roles when accessing nonsecurity functions.					
	3.1.6[a]	Access Control	nonsecurity functions are identified.					
	3.1.6[b]	Access Control	users are required to use non-privileged accounts or roles when accessing nonsecurity functions.					
NR	3.1.7	Access Control	Prevent non-privileged users from executing privileged functions and audit the execution of such functions.					
	3.1.7[a]	Access Control	privileged functions are defined.					
	3.1.7[b]	Access Control	non-privileged users are defined.					
	3.1.7[c]	Access Control	non-privileged users are prevented from executing privileged functions.					
	3.1.7[d]	Access Control	the execution of privileged functions is captured in audit logs.					
NR	3.1.8	Access Control	Limit unsuccessful logon attempts.					
	3.1.8[a]	Access Control	the means of limiting unsuccessful logon attempts is defined.					
	3.1.8[b]	Access Control	the defined means of limiting unsuccessful logon attempts is implemented.					
NR	3.1.9	Access Control	Provide privacy and security notices consistent with U.S. Government and/or local governmental regulations.					
	3.1.9[a]	Access Control	privacy and security notices required by CUI-specified rules are identified, consistent, and associated with the specific CUI category.					

	3.1.9[b]	Access Control	privacy and security notices are displayed.					
NR	3.1.10	Access Control	Use session lock with pattern-hiding displays to prevent access/viewing of data after period of inactivity.					
	3.1.10[a]	Access Control	the period of inactivity after which the system initiates a session lock is defined.					
	3.1.10[b]	Access Control	access to the system and viewing of data is prevented by initiating a session lock after the defined period of inactivity.					
	3.1.10[c]	Access Control	previously visible information is concealed via a pattern-hiding display after the defined period of inactivity.					
NR	3.1.11	Access Control	Terminate (automatically) a user session after a defined condition.					
	3.1.11[a]	Access Control	conditions requiring a user session to terminate are defined.					
	3.1.11[b]	Access Control	a user session is automatically terminated after any of the defined conditions occur.					
NR	3.1.12	Access Control	Monitor and control remote access sessions.					
	3.1.12[a]	Access Control	remote access sessions are permitted.					
	3.1.12[b]	Access Control	the types of permitted remote access are identified.					
	3.1.12[c]	Access Control	remote access sessions are controlled.					
	3.1.12[d]	Access Control	remote access sessions are monitored.					

NR	3.1.13	Access Control	Employ cryptographic mechanisms to protect the confidentiality of remote access sessions.					
	3.1.13[a]	Access Control	cryptographic mechanisms to protect the confidentiality of remote access sessions are identified.					
	3.1.13[b]	Access Control	cryptographic mechanisms to protect the confidentiality of remote access sessions are implemented.					
NR	3.1.14	Access Control	Route remote access via managed access control points.					
	3.1.14[a]	Access Control	managed access control points are identified and implemented.					
	3.1.14[b]	Access Control	remote access is routed through managed network access control points.					
NR	3.1.15	Access Control	Authorize remote execution of privileged commands and remote access to security-relevant information.					
	3.1.15[a]	Access Control	privileged commands authorized for remote execution are identified.					
	3.1.15[b]	Access Control	security-relevant information authorized to be accessed remotely is identified.					
	3.1.15[c]	Access Control	the execution of the identified privileged commands via remote access is authorized.					
	3.1.15[d]	Access Control	access to the identified security-relevant information via remote access is authorized.					
NR	3.1.16	Access Control	Authorize wireless access prior to allowing such connections.					
	3.1.16[a]	Access Control	wireless access points are identified.					

	3.1.16[b]	Access Control	wireless access is authorized prior to allowing such connections.					
NR	3.1.17	Access Control	Protect wireless access using authentication and encryption.					
	3.1.17[a]	Access Control	wireless access to the system is protected using authentication.					
	3.1.17[b]	Access Control	wireless access to the system is protected using encryption.					
NR	3.1.18	Access Control	Control connection of mobile devices.					
	3.1.18[a]	Access Control	mobile devices that process, store, or transmit CUI are identified.					
	3.1.18[b]	Access Control	mobile device connections are authorized.					
	3.1.18[c]	Access Control	mobile device connections are monitored and logged.					
NR	3.1.19	Access Control	Provide adequate technical protections on mobile devices and computing platforms that process and/or store contractual information.					
	3.1.19[a]	Access Control	mobile devices and mobile computing platforms that process, store, or transmit CUI are identified.					
	3.1.19[b]	Access Control	encryption is employed to protect CUI on identified mobile devices and mobile computing platforms.					
NR	3.1.20	Access Control	Verify and control/limit connections to and use of external information systems.					
	3.1.20[a]	Access Control	connections to external systems are identified.					

	3.1.20[b]	Access Control	the use of external systems is identified.					
	3.1.20[c]	Access Control	connections to external systems are verified.					
	3.1.20[d]	Access Control	the use of external systems is verified.					
	3.1.20[e]	Access Control	connections to external systems are controlled/limited.					
	3.1.20[f]	Access Control	the use of external systems is controlled/limited.					
NR	3.1.21	Access Control	Limit use of organizational portable storage devices on external information systems.					
	3.1.21[a]	Access Control	the use of portable storage devices containing CUI on external systems is identified and documented.					
	3.1.21[b]	Access Control	limits on the use of portable storage devices containing CUI on external systems are defined.					
	3.1.21[c]	Access Control	the use of portable storage devices containing CUI on external systems is limited as defined.					
NR	3.1.22	Access Control	Control DoD information posted or processed on publically accessible systems.					
	3.1.22[a]	Access Control	individuals authorized to post or process information on publicly accessible systems are identified.					
	3.1.22[b]	Access Control	procedures to ensure CUI is not posted or processed on publicly accessible systems are identified.					
	3.1.22[c]	Access Control	a review process is in place prior to posting of any content to publicly accessible systems.					

	3.1.22[d]	Access Control	content on publicly accessible systems is reviewed to ensure that it does not include CUI.					
	3.1.22[e]	Access Control	mechanisms are in place to remove and address improper posting of CUI.					

Compliant (Yes/No)	NIST 800-171 Control/Objective Number	Control Family	Control/Objective Text	Non-Compliance Detection Date	Scheduled Completion Date	Actual Completion Date	Supporting Documentation / System Controls	Status / Comments
NR	3.2.1	Awareness and Training	Ensure that managers, systems administrators, and users of organizational information systems are made aware of the security risks associated with their activities and of the applicable policies, standards, and procedures related to the security of organizational information systems.					
	3.2.1[a]	Awareness and Training	security risks associated with organizational activities involving CUI are identified.					
	3.2.1[b]	Awareness and Training	policies, standards, and procedures related to the security of the system are identified.					
	3.2.1[c]	Awareness and Training	managers, systems administrators, and users of the system are made aware of the security risks associated with their activities.					
	3.2.1[d]	Awareness and Training	managers, systems administrators, and users of the system are made aware of the applicable policies, standards, and procedures related to the security of the system.					
NR	3.2.2	Awareness and Training	Ensure that organizational personnel are adequately trained to carry out their assigned information security-related duties and responsibilities.					
	3.2.2[a]	Awareness and Training	information security-related duties, roles, and responsibilities are defined.					
	3.2.2[b]	Awareness and Training	information security-related duties, roles, and responsibilities are assigned to designated personnel.					
	3.2.2[c]	Awareness and Training	personnel are adequately trained to carry out their assigned information security-related duties, roles, and responsibilities.					
NR	3.2.3	Awareness and Training	Provide security awareness training on recognizing and reporting potential indicators of insider threat.					
	3.2.3[a]	Awareness and Training	potential indicators associated with insider threats are identified.					
	3.2.3[b]	Awareness and Training	security awareness training on recognizing and reporting potential indicators of insider threat is provided to managers and employees.					

Compliant (Yes/No)	NIST 800-171 Control/Objective Number	Control Family	Control/Objective Text	Non-Compliance Detection Date	Scheduled Completion Date	Actual Completion Date	Supporting Documentation / System Controls	Status / Comments
NR	3.3.1	Audit and Accountability	Create, protect, and retain information system audit records to the extent needed to enable the monitoring, analysis, investigation, and reporting of unlawful, unauthorized, or inappropriate information system activity.					
	3.3.1[a]	Audit and Accountability	audit logs needed (i.e., event types to be logged) to enable the monitoring, analysis, investigation, and reporting of unlawful or unauthorized system activity are specified.					
	3.3.1[b]	Audit and Accountability	the content of audit records needed to support monitoring, analysis, investigation, and reporting of unlawful or unauthorized system activity is defined.					
	3.3.1[c]	Audit and Accountability	audit records are created (generated).					
	3.3.1[d]	Audit and Accountability	audit records, once created, contain the defined content.					
	3.3.1[e]	Audit and Accountability	retention requirements for audit records are defined.					
	3.3.1[f]	Audit and Accountability	audit records are retained as defined.					
NR	3.3.2	Audit and Accountability	Ensure that the actions of individual information system users can be uniquely traced to those users so they can be held accountable for their actions.					
	3.3.2[a]	Audit and Accountability	the content of the audit records needed to support the ability to uniquely trace users to their actions is defined.					
	3.3.2[b]	Audit and Accountability	audit records, once created, contain the defined content.					
NR	3.3.3	Audit and Accountability	Review and update audited events.					
	3.3.3[a]	Audit and Accountability	a process for determining when to review logged events is defined.					
	3.3.3[b]	Audit and Accountability	event types being logged are reviewed in accordance with the defined review process.					
	3.3.3[c]	Audit and Accountability	event types being logged are updated based on the review.					
NR	3.3.4	Audit and Accountability	Alert in the event of an audit process failure.					

	3.3.4[a]	Audit and Accountability	personnel or roles to be alerted in the event of an audit logging process failure are identified.					
	3.3.4[b]	Audit and Accountability	types of audit logging process failures for which alert will be generated are defined.					
	3.3.4[c]	Audit and Accountability	identified personnel or roles are alerted in the event of an audit logging process failure.					
NR	3.3.5	Audit and Accountability	Use automated mechanisms to integrate and correlate audit review, analysis, and reporting processes for investigation and response to indications of inappropriate, suspicious, or unusual activity.					
	3.3.5[a]	Audit and Accountability	audit record review, analysis, and reporting processes for investigation and response to indications of unlawful, unauthorized, suspicious, or unusual activity are defined.					
	3.3.5[b]	Audit and Accountability	defined audit record review, analysis, and reporting processes are correlated.					
NR	3.3.6	Audit and Accountability	Provide audit reduction and report generation to support on-demand analysis and reporting.					
	3.3.6[a]	Audit and Accountability	an audit record reduction capability that supports on-demand analysis is provided.					
	3.3.6[b]	Audit and Accountability	a report generation capability that supports on-demand reporting is provided.					
NR	3.3.7	Audit and Accountability	Provide an information system capability that compares and synchronizes internal system clocks with an authoritative source to generate time stamps for audit records.					
	3.3.7[a]	Audit and Accountability	internal system clocks are used to generate time stamps for audit records.					
	3.3.7[b]	Audit and Accountability	an authoritative source with which to compare and synchronize internal system clocks is specified.					
	3.3.7[c]	Audit and Accountability	internal system clocks used to generate time stamps for audit records are compared to and synchronized with the specified authoritative time source.					
NR	3.3.8	Audit and Accountability	Protect audit information and audit tools from unauthorized access, modification, and deletion.					
	3.3.8[a]	Audit and Accountability	audit information is protected from unauthorized access.					
	3.3.8[b]	Audit and Accountability	audit information is protected from unauthorized modification.					

	3.3.8[c]	Audit and Accountability	audit information is protected from unauthorized deletion.					
	3.3.8[d]	Audit and Accountability	audit logging tools are protected from unauthorized access.					
	3.3.8[e]	Audit and Accountability	audit logging tools are protected from unauthorized modification.					
	3.3.8[f]	Audit and Accountability	audit logging tools are protected from unauthorized deletion.					
NR	3.3.9	Audit and Accountability	Limit management of audit functionality to a subset of privileged users.					
	3.3.9[a]	Audit and Accountability	a subset of privileged users granted access to manage audit logging functionality is defined.					
	3.3.9[b]	Audit and Accountability	management of audit logging functionality is limited to the defined subset of privileged users.					

Compliant (Yes/No)	NIST 800-171 Control/Objective Number	Control Family	Control/Objective Text	Non-Compliance Detection Date	Scheduled Completion Date	Actual Completion Date	Supporting Documentation / System Controls	Status / Comments
NR	3.4.1	Configuration Management	Establish and maintain baseline configurations and inventories of organizational information systems (including hardware, software, firmware, and documentation) throughout the respective system development life cycles.					
	3.4.1[a]	Configuration Management	a baseline configuration is established.					
	3.4.1[b]	Configuration Management	the baseline configuration includes hardware, software, firmware, and documentation.					
	3.4.1[c]	Configuration Management	the baseline configuration is maintained (reviewed and updated) throughout the system development life cycle.					
	3.4.1[d]	Configuration Management	a system inventory is established.					
	3.4.1[e]	Configuration Management	the system inventory includes hardware, software, firmware, and documentation.					
	3.4.1[f]	Configuration Management	the inventory is maintained (reviewed and updated) throughout the system development life cycle.					
NR	3.4.2	Configuration Management	Establish and enforce security configuration settings for information technology products employed in organizational information systems.					
	3.4.2[a]	Configuration Management	security configuration settings for information technology products employed in the system are established and included in the baseline configuration.					
	3.4.2[b]	Configuration Management	security configuration settings for information technology products employed in the system are enforced.					
NR	3.4.3	Configuration Management	Track, review, approve/disapprove, and audit changes to information systems.					
	3.4.3[a]	Configuration Management	changes to the system are tracked.					
	3.4.3[b]	Configuration Management	changes to the system are reviewed.					
	3.4.3[c]	Configuration Management	changes to the system are approved or disapproved.					
	3.4.3[d]	Configuration Management	changes to the system are logged.					
	3.4.4	Configuration Management	Analyze the security impact of changes prior to implementation.					
NR	3.4.5	Configuration Management	Define, document, approve, and enforce physical and logical access restrictions associated with changes to the information system.					

	3.4.5[a]	Configuration Management	physical access restrictions associated with changes to the system are defined.					
	3.4.5[b]	Configuration Management	physical access restrictions associated with changes to the system are documented.					
	3.4.5[c]	Configuration Management	physical access restrictions associated with changes to the system are approved.					
	3.4.5[d]	Configuration Management	physical access restrictions associated with changes to the system are enforced.					
	3.4.5[e]	Configuration Management	logical access restrictions associated with changes to the system are defined.					
	3.4.5[f]	Configuration Management	logical access restrictions associated with changes to the system are documented.					
	3.4.5[g]	Configuration Management	logical access restrictions associated with changes to the system are approved.					
	3.4.5[h]	Configuration Management	logical access restrictions associated with changes to the system are enforced.					
NR	3.4.6	Configuration Management	Employ the principle of least functionality by configuring the information system to provide only essential capabilities.					
	3.4.6[a]	Configuration Management	essential system capabilities are defined based on the principle of least functionality.					
	3.4.6[b]	Configuration Management	the system is configured to provide only the defined essential capabilities.					
NR	3.4.7	Configuration Management	Restrict, disable, and prevent the use of nonessential programs, functions, ports, protocols, and services.					
	3.4.7[a]	Configuration Management	essential programs are defined.					
	3.4.7[b]	Configuration Management	the use of nonessential programs is defined.					
	3.4.7[c]	Configuration Management	the use of nonessential programs is restricted, disabled, or prevented as defined.					
	3.4.7[d]	Configuration Management	essential functions are defined.					
	3.4.7[e]	Configuration Management	the use of nonessential functions is defined.					
	3.4.7[f]	Configuration Management	the use of nonessential functions is restricted, disabled, or prevented as defined.					

	3.4.7[g]	Configuration Management	essential ports are defined.					
	3.4.7[h]	Configuration Management	the use of nonessential ports is defined.					
	3.4.7[i]	Configuration Management	the use of nonessential ports is restricted, disabled, or prevented as defined.					
	3.4.7[j]	Configuration Management	essential protocols are defined.					
	3.4.7[k]	Configuration Management	the use of nonessential protocols is defined.					
	3.4.7[l]	Configuration Management	the use of nonessential protocols is restricted, disabled, or prevented as defined.					
	3.4.7[m]	Configuration Management	essential services are defined.					
	3.4.7[n]	Configuration Management	the use of nonessential services is defined.					
	3.4.7[o]	Configuration Management	the use of nonessential services is restricted, disabled, or prevented as defined.					
NR	3.4.8	Configuration Management	Apply deny-by-exception (blacklist) policy to prevent the use of unauthorized software or deny-all, permit-by-exception (whitelisting) policy to allow the execution of authorized software.					
	3.4.8[a]	Configuration Management	a policy specifying whether whitelisting or blacklisting is to be implemented is specified.					
	3.4.8[b]	Configuration Management	the software allowed to execute under whitelisting or denied use under blacklisting is specified.					
	3.4.8[c]	Configuration Management	whitelisting to allow the execution of authorized software or blacklisting to prevent the use of unauthorized software is implemented as specified.					
NR	3.4.9	Configuration Management	Control and monitor user-installed software.					
	3.4.9[a]	Configuration Management	a policy for controlling the installation of software by users is established.					
	3.4.9[b]	Configuration Management	installation of software by users is controlled based on the established policy.					
	3.4.9[c]	Configuration Management	installation of software by users is monitored.					

Compliant (Yes/No)	NIST 800-171 Control/Objective Number	Control Family	Control/Objective Text	Non-Compliance Detection Date	Scheduled Completion Date	Actual Completion Date	Supporting Documentation / System Controls	Status / Comments
NR	3.5.1	Identification and Authentication	Identify information system users, processes acting on behalf of users, or devices.					
	3.5.1[a]	Identification and Authentication	system users are identified.					
	3.5.1[b]	Identification and Authentication	processes acting on behalf of users are identified.					
	3.5.1[c]	Identification and Authentication	devices accessing the system are identified.					
NR	3.5.2	Identification and Authentication	Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.					
	3.5.2[a]	Identification and Authentication	the identity of each user is authenticated or verified as a prerequisite to system access.					
	3.5.2[b]	Identification and Authentication	the identity of each process acting on behalf of a user is authenticated or verified as a prerequisite to system access.					
	3.5.2[c]	Identification and Authentication	the identity of each device accessing or connecting to the system is authenticated or verified as a prerequisite to system access.					
NR	3.5.3	Identification and Authentication	Use multifactor authentication for local and network access to privileged accounts and for network access to non-privileged accounts.					
	3.5.3[a]	Identification and Authentication	privileged accounts are identified.					
	3.5.3[b]	Identification and Authentication	multifactor authentication is implemented for local access to privileged accounts.					
	3.5.3[c]	Identification and Authentication	multifactor authentication is implemented for network access to privileged accounts.					
	3.5.3[d]	Identification and Authentication	multifactor authentication is implemented for network access to non-privileged accounts.					
	3.5.4	Identification and Authentication	Employ replay-resistant authentication mechanisms for network access to privileged and non-privileged accounts.					

NR	3.5.5	Identification and Authentication	Prevent reuse of identifiers for a defined period.					
	3.5.5[a]	Identification and Authentication	a period within which identifiers cannot be reused is defined.					
	3.5.5[b]	Identification and Authentication	reuse of identifiers is prevented within the defined period.					
NR	3.5.6	Identification and Authentication	Disable identifiers after a defined period of inactivity.					
	3.5.6[a]	Identification and Authentication	a period of inactivity after which an identifier is disabled is defined.					
	3.5.6[b]	Identification and Authentication	identifiers are disabled after the defined period of inactivity.					
NR	3.5.7	Identification and Authentication	Enforce a minimum password complexity and change of characters when new passwords are created.					
	3.5.7[a]	Identification and Authentication	password complexity requirements are defined.					
	3.5.7[b]	Identification and Authentication	password change of character requirements are defined.					
	3.5.7[c]	Identification and Authentication	minimum password complexity requirements as defined are enforced when new passwords are created.					
	3.5.7[d]	Identification and Authentication	minimum password change of character requirements as defined are enforced when new passwords are created.					
NR	3.5.8	Identification and Authentication	Prohibit password reuse for a specified number of generations.					
	3.5.8[a]	Identification and Authentication	the number of generations during which a password cannot be reused is specified.					
	3.5.8[b]	Identification and Authentication	reuse of passwords is prohibited during the specified number of generations.					

	3.5.9	Identification and Authentication	Allow temporary password use for system logons with an immediate change to a permanent password.					
NR	3.5.10	Identification and Authentication	Store and transmit only encrypted representation of passwords.					
	3.5.10[a]	Identification and Authentication	passwords are cryptographically protected in storage.					
	3.5.10[b]	Identification and Authentication	passwords are cryptographically protected in transit.					
	3.5.11	Identification and Authentication	Obscure feedback of authentication information.					

Compliant (Yes/No)	NIST 800-171 Control/Objective Number	Control Family	Control/Objective Text	Non-Compliance Detection Date	Scheduled Completion Date	Actual Completion Date	Supporting Documentation / System Controls	Status / Comments
NR	3.6.1	Incident Response	Establish an operational incident-handling capability for organizational information systems that includes adequate preparation, detection, analysis, containment, recovery, and user response activities.					
	3.6.1[a]	Incident Response	an operational incident-handling capability is established.					
	3.6.1[b]	Incident Response	the operational incident-handling capability includes preparation.					
	3.6.1[c]	Incident Response	the operational incident-handling capability includes detection.					
	3.6.1[d]	Incident Response	the operational incident-handling capability includes analysis.					
	3.6.1[e]	Incident Response	the operational incident-handling capability includes containment.					
	3.6.1[f]	Incident Response	the operational incident-handling capability includes recovery.					
	3.6.1[g]	Incident Response	the operational incident-handling capability includes user response activities.					
NR	3.6.2	Incident Response	Track, document, and report incidents to appropriate officials and/or authorities both internal and external to the organization.					
	3.6.2[a]	Incident Response	incidents are tracked.					
	3.6.2[b]	Incident Response	incidents are documented.					
	3.6.2[c]	Incident Response	authorities to whom incidents are to be reported are identified.					
	3.6.2[d]	Incident Response	organizational officials to whom incidents are to be reported are identified.					
	3.6.2[e]	Incident Response	identified authorities are notified of incidents.					
	3.6.2[f]	Incident Response	identified organizational officials are notified of incidents.					
	3.6.3	Incident Response	Test the organizational incident response capability.					

Compliant (Yes/No)	NIST 800-171 Control/Objective Number	Control Family	Control/Objective Text	Non-Compliance Detection Date	Scheduled Completion Date	Actual Completion Date	Supporting Documentation / System Controls	Status / Comments
	3.7.1	Maintenance	Perform maintenance on organizational information systems.					
NR	3.7.2	Maintenance	Provide effective controls on the tools, techniques, mechanisms, and personnel used to conduct information system maintenance.					
	3.7.2[a]	Maintenance	tools used to conduct system maintenance are controlled.					
	3.7.2[b]	Maintenance	techniques used to conduct system maintenance are controlled.					
	3.7.2[c]	Maintenance	mechanisms used to conduct system maintenance are controlled.					
	3.7.2[d]	Maintenance	personnel used to conduct system maintenance are controlled.					
	3.7.3	Maintenance	Ensure equipment removed for off-site maintenance is sanitized of DoD information.					
	3.7.4	Maintenance	Check media containing diagnostic and test programs for malicious code before the media are used in the information system.					
NR	3.7.5	Maintenance	Require multifactor authentication to establish nonlocal maintenance sessions via external network connections and terminate such connections when nonlocal maintenance is complete.					
	3.7.5[a]	Maintenance	multifactor authentication is used to establish nonlocal maintenance sessions via external network connections.					
	3.7.5[b]	Maintenance	nonlocal maintenance sessions established via external network connections are terminated when nonlocal maintenance is complete.					
	3.7.6	Maintenance	Supervise the maintenance activities of maintenance personnel without required access authorization.					

Compliant (Yes/No)	NIST 800-171 Control/Objective Number	Control Family	Control/Objective Text	Non-Compliance Detection Date	Scheduled Completion Date	Actual Completion Date	Supporting Documentation / System Controls	Status / Comments
NR	3.8.1	Media Protection	Protect (i.e., physically control and securely store) system media containing DoD information, both paper and digital.					
	3.8.1[a]	Media Protection	paper media containing CUI is physically controlled.					
	3.8.1[b]	Media Protection	digital media containing CUI is physically controlled.					
	3.8.1[c]	Media Protection	paper media containing CUI is securely stored.					
	3.8.1[d]	Media Protection	digital media containing CUI is securely stored.					
	3.8.2	Media Protection	Limit access to DoD information on system media to authorized users.					
NR	3.8.3	Media Protection	Sanitize or destroy system media containing DoD information before disposal or release for reuse.					
	3.8.3[a]	Media Protection	system media containing CUI is sanitized or destroyed before disposal.					
	3.8.3[b]	Media Protection	system media containing CUI is sanitized before it is released for reuse.					
NR	3.8.4	Media Protection	Mark media with privacy and security notices consistent with U.S. Government and/or local government regulations.					
	3.8.4[a]	Media Protection	media containing CUI is marked with applicable CUI markings.					
	3.8.4[b]	Media Protection	media containing CUI is marked with distribution limitations.					
NR	3.8.5	Media Protection	Control access to and maintain accountability for media containing DoD information.					
	3.8.5[a]	Media Protection	access to media containing CUI is controlled.					
	3.8.5[b]	Media Protection	accountability for media containing CUI is maintained during transport outside of controlled areas.					
	3.8.6	Media Protection	Implement cryptographic mechanisms to protect the confidentiality of CUI stored on digital media during transport unless otherwise protected by alternative physical safeguards.					

	3.8.7	Media Protection	Control the use of removable media on information system components.					
	3.8.8	Media Protection	Prohibit the use of portable storage devices when such devices have no identifiable owner.					
	3.8.9	Media Protection	Provide information backup procedures (frequency, timeframe for storage, etc.) for DoD data located on contractor systems. Protect the confidentiality of backup materials containing DoD information.					

Compliant (Yes/No)	NIST 800-171 Control/Objective Number	Control Family	Control/Objective Text	Non-Compliance Detection Date	Scheduled Completion Date	Actual Completion Date	Supporting Documentation / System Controls	Status / Comments
	3.9.1	Personnel Security	Screen individuals prior to authorizing access to organizational systems containing DoD information.					
NR	3.9.2	Personnel Security	Ensure that DoD information and organizational systems containing DoD information are protected during and after personnel actions such as terminations and transfers.					
	3.9.2[a]	Personnel Security	a policy and/or process for terminating system access and any credentials coincident with personnel actions is established.					
	3.9.2[b]	Personnel Security	system access and credentials are terminated consistent with personnel actions such as termination or transfer.					
	3.9.2[c]	Personnel Security	the system is protected during and after personnel transfer actions.					

Compliant (Yes/No)	NIST 800-171 Control/Objective Number	Control Family	Control/Objective Text	Non-Compliance Detection Date	Scheduled Completion Date	Actual Completion Date	Supporting Documentation / System Controls	Status / Comments
NR	3.10.1	Physical Protection	Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.					
	3.10.1[a]	Physical Protection	authorized individuals allowed physical access are identified.					
	3.10.1[b]	Physical Protection	physical access to organizational systems is limited to authorized individuals.					
	3.10.1[c]	Physical Protection	physical access to equipment is limited to authorized individuals.					
	3.10.1[d]	Physical Protection	physical access to operating environments is limited to authorized individuals.					
NR	3.10.2	Physical Protection	Protect and monitor the physical facility and support infrastructure for those information systems.					
	3.10.2[a]	Physical Protection	the physical facility where organizational systems reside is protected.					
	3.10.2[b]	Physical Protection	the support infrastructure for organizational systems is protected.					
	3.10.2[c]	Physical Protection	the physical facility where organizational systems reside is monitored.					
	3.10.2[d]	Physical Protection	the support infrastructure for organizational systems is monitored.					
NR	3.10.3	Physical Protection	Escort visitors and monitor visitor activity.					
	3.10.3[a]	Physical Protection	visitors are escorted.					
	3.10.3[b]	Physical Protection	visitor activity is monitored.					
	3.10.4	Physical Protection	Maintain audit logs of physical access.					
NR	3.10.5	Physical Protection	Control and manage physical access devices.					
	3.10.5[a]	Physical Protection	physical access devices are identified.					
	3.10.5[b]	Physical Protection	physical access devices are controlled.					
	3.10.5[c]	Physical Protection	physical access devices are managed.					
NR	3.10.6	Physical Protection	Enforce safeguarding measures for DoD Information at alternate work sites (e.g., telework sites).					
	3.10.6[a]	Physical Protection	safeguarding measures for CUI are defined for alternate work sites.					
	3.10.6[b]	Physical Protection	safeguarding measures for CUI are enforced for alternate work sites.					

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NR	3.11.1	Risk Assessment	Periodically assess the risk to organizational operations (including mission, functions, image, or reputation), organizational assets, and individuals, resulting from the operation of organizational systems and the associated processing, storage, or transmission of DoD information.					
	3.11.1[a]	Risk Assessment	the frequency to assess risk to organizational operations, organizational assets, and individuals is defined.					
	3.11.1[b]	Risk Assessment	risk to organizational operations, organizational assets, and individuals resulting from the operation of an organizational system that processes, stores, or transmits CUI is assessed with the defined frequency.					
NR	3.11.2	Risk Assessment	Scan for vulnerabilities in the information system and applications periodically and when new vulnerabilities affecting the system are identified.					
	3.11.2[a]	Risk Assessment	the frequency to scan for vulnerabilities in organizational systems and applications is defined.					
	3.11.2[b]	Risk Assessment	vulnerability scans are performed on organizational systems with the defined frequency.					
	3.11.2[c]	Risk Assessment	vulnerability scans are performed on applications with the defined frequency.					
	3.11.2[d]	Risk Assessment	vulnerability scans are performed on organizational systems when new vulnerabilities are identified.					
	3.11.2[e]	Risk Assessment	vulnerability scans are performed on applications when new vulnerabilities are identified.					
NR	3.11.3	Risk Assessment	Remediate vulnerabilities in accordance with assessments of risk.					
	3.11.3[a]	Risk Assessment	vulnerabilities are identified.					
	3.11.3[b]	Risk Assessment	vulnerabilities are remediated in accordance with risk assessments.					

Compliant (Yes/No)	NIST 800-171 Control/Objective Number	Control Family	Control/Objective Text	Non-Compliance Detection Date	Scheduled Completion Date	Actual Completion Date	Supporting Documentation / System Controls	Status / Comments
NR	3.12.1	Security Assessment	Periodically assess the security controls in organizational information systems to determine if the controls are effective in their application.					
	3.12.1[a]	Security Assessment	the frequency of security control assessments is defined.					
	3.12.1[b]	Security Assessment	security controls are assessed with the defined frequency to determine if the controls are effective in their application.					
NR	3.12.2	Security Assessment	Develop and implement plans of action designed to correct deficiencies and reduce or eliminate vulnerabilities in organizational information systems.					
	3.12.2[a]	Security Assessment	deficiencies and vulnerabilities to be addressed by the plan of action are identified.					
	3.12.2[b]	Security Assessment	a plan of action is developed to correct identified deficiencies and reduce or eliminate identified vulnerabilities.					
	3.12.2[c]	Security Assessment	the plan of action is implemented to correct identified deficiencies and reduce or eliminate identified vulnerabilities.					
	3.12.3	Security Assessment	Monitor information system security controls on an ongoing basis to ensure the continued effectiveness of the controls.					
NR	3.12.4	Security Assessment	Develop, document, and periodically update system security plans that describe system boundaries, system environments of operation, how security requirements are implemented, and the relationships with or connections to other systems.					

	3.12.4[a]	Security Assessment	a system security plan is developed.					
	3.12.4[b]	Security Assessment	the system boundary is described and documented in the system security plan.					
	3.12.4[c]	Security Assessment	the system environment of operation is described and documented in the system security plan.					
	3.12.4[d]	Security Assessment	the security requirements identified and approved by the designated authority as non-applicable are identified.					
	3.12.4[e]	Security Assessment	the method of security requirement implementation is described and documented in the system security plan.					
	3.12.4[f]	Security Assessment	the relationship with or connection to other systems is described and documented in the system security plan.					
	3.12.4[g]	Security Assessment	the frequency to update the system security plan is defined.					
	3.12.4[h]	Security Assessment	system security plan is updated with the defined frequency.					

Compliant (Yes/No)	NIST 800-171 Control/Objective Number	Control Family	Control/Objective Text	Non-Compliance Detection Date	Scheduled Completion Date	Actual Completion Date	Supporting Documentation / System Controls	Status / Comments
NR	3.13.1	System and Communications Protection	Monitor, control, and protect organizational communications (i.e., information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.					
	3.13.1[a]	System and Communications Protection	the external system boundary is defined.					
	3.13.1[b]	System and Communications Protection	key internal system boundaries are defined.					
	3.13.1[c]	System and Communications Protection	communications are monitored at the external system boundary.					
	3.13.1[d]	System and Communications Protection	communications are monitored at key internal boundaries.					
	3.13.1[e]	System and Communications Protection	communications are controlled at the external system boundary.					
	3.13.1[f]	System and Communications Protection	communications are controlled at key internal boundaries.					
	3.13.1[g]	System and Communications Protection	communications are protected at the external system boundary.					
	3.13.1[h]	System and Communications Protection	communications are protected at key internal boundaries.					
NR	3.13.2	System and Communications Protection	Employ architectural designs, software development techniques, and systems engineering principles that promote effective information security within organizational information systems.					
	3.13.2[a]	System and Communications Protection	architectural designs that promote effective information security are identified.					
	3.13.2[b]	System and Communications Protection	software development techniques that promote effective information security are identified.					
	3.13.2[c]	System and Communications Protection	systems engineering principles that promote effective information security are identified.					

	3.13.2[d]	System and Communications Protection	identified architectural designs that promote effective information security are employed.					
	3.13.2[e]	System and Communications Protection	identified software development techniques that promote effective information security are employed.					
	3.13.2[f]	System and Communications Protection	identified systems engineering principles that promote effective information security are employed.					
NR	3.13.3	System and Communications Protection	Separate user functionality from information system management functionality.					
	3.13.3[a]	System and Communications Protection	user functionality is identified.					
	3.13.3[b]	System and Communications Protection	system management functionality is identified.					
	3.13.3[c]	System and Communications Protection	user functionality is separated from system management functionality.					
	3.13.4	System and Communications Protection	Prevent unauthorized and unintended information transfer via shared system resources.					
NR	3.13.5	System and Communications Protection	Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.					
	3.13.5[a]	System and Communications Protection	publicly accessible system components are identified.					
	3.13.5[b]	System and Communications Protection	subnetworks for publicly accessible system components are physically or logically separated from internal networks.					
NR	3.13.6	System and Communications Protection	Deny network communications traffic by default and allow network communications traffic by exception (i.e., deny all, permit by exception).					
	3.13.6[a]	System and Communications Protection	network communications traffic is denied by default.					
	3.13.6[b]	System and Communications Protection	network communications traffic is allowed by exception.					

	3.13.7	System and Communications Protection	Prevent remote devices from simultaneously establishing non-remote connections with the information system and communicating via some other connection to resources in external networks.					
NR	3.13.8	System and Communications Protection	Implement cryptographic mechanisms to prevent unauthorized disclosure of DoD information during transmission when possible unless otherwise protected by alternate physical safeguards.					
	3.13.8[a]	System and Communications Protection	cryptographic mechanisms intended to prevent unauthorized disclosure of CUI are identified.					
	3.13.8[b]	System and Communications Protection	alternative physical safeguards intended to prevent unauthorized disclosure of CUI are identified.					
	3.13.8[c]	System and Communications Protection	either cryptographic mechanisms or alternative physical safeguards are implemented to prevent unauthorized disclosure of CUI during transmission.					
NR	3.13.9	System and Communications Protection	Terminate network connections associated with communications sessions at the end of the sessions or after a defined period of inactivity.					
	3.13.9[a]	System and Communications Protection	a period of inactivity to terminate network connections associated with communications sessions is defined.					
	3.13.9[b]	System and Communications Protection	network connections associated with communications sessions are terminated at the end of the sessions.					
	3.13.9[c]	System and Communications Protection	network connections associated with communications sessions are terminated after the defined period of inactivity.					
NR	3.13.10	System and Communications Protection	Establish and manage cryptographic keys for cryptography employed in the information system;					
	3.13.10[a]	System and Communications Protection	cryptographic keys are established whenever cryptography is employed.					
	3.13.10[b]	System and Communications Protection	cryptographic keys are managed whenever cryptography is employed.					
	3.13.11	System and Communications Protection	Employ FIPS-validated cryptography when used to protect the confidentiality of DoD information within the organization's systems and when possible when transmitting to external entities.					
NR	3.13.12	System and Communications Protection	Prohibit remote activation of collaborative computing devices and provide indication of devices in use to users present at the device.					

	3.13.12[a]	System and Communications Protection	collaborative computing devices are identified.					
	3.13.12[b]	System and Communications Protection	collaborative computing devices provide indication to users of devices in use.					
	3.13.12[c]	System and Communications Protection	remote activation of collaborative computing devices is prohibited.					
NR	3.13.13	System and Communications Protection	Control and monitor the use of mobile code.					
	3.13.13[a]	System and Communications Protection	use of mobile code is controlled.					
	3.13.13[b]	System and Communications Protection	use of mobile code is monitored.					
NR	3.13.14	System and Communications Protection	Control and monitor the use of Voice over Internet Protocol (VoIP) technologies.					
	3.13.14[a]	System and Communications Protection	use of Voice over Internet Protocol (VoIP) technologies is controlled.					
	3.13.14[b]	System and Communications Protection	use of Voice over Internet Protocol (VoIP) technologies is monitored.					
	3.13.15	System and Communications Protection	Protect the authenticity of communications sessions.					
	3.13.16	System and Communications Protection	Protect the confidentiality of DoD information at rest.					

Compliant (Yes/No)	NIST 800-171 Control/Objective Number	Control Family	Control/Objective Text	Non-Compliance Detection Date	Scheduled Completion Date	Actual Completion Date	Supporting Documentation / System Controls	Status / Comments
NR	3.14.1	System and Information Integrity	Identify, report, and correct information and information system flaws in a timely manner.					
	3.14.1[a]	System and Information Integrity	the time within which to identify system flaws is specified.					
	3.14.1[b]	System and Information Integrity	system flaws are identified within the specified time frame.					
	3.14.1[c]	System and Information Integrity	the time within which to report system flaws is specified.					
	3.14.1[d]	System and Information Integrity	system flaws are reported within the specified time frame.					
	3.14.1[e]	System and Information Integrity	the time within which to correct system flaws is specified.					
	3.14.1[f]	System and Information Integrity	system flaws are corrected within the specified time frame.					
NR	3.14.2	System and Information Integrity	Provide protection from malicious code at appropriate locations within organizational information systems.					
	3.14.2[a]	System and Information Integrity	designated locations for malicious code protection are identified.					

	3.14.2[b]	System and Information Integrity	protection from malicious code at designated locations is provided.					
NR	3.14.3	System and Information Integrity	Monitor information system security alerts and advisories and take appropriate actions in response.					
	3.14.3[a]	System and Information Integrity	response actions to system security alerts and advisories are identified.					
	3.14.3[b]	System and Information Integrity	system security alerts and advisories are monitored.					
	3.14.3[c]	System and Information Integrity	actions in response to system security alerts and advisories are taken.					
	3.14.4	System and Information Integrity	Update malicious code protection mechanisms when new releases are available.					
NR	3.14.5	System and Information Integrity	Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.					
	3.14.5[a]	System and Information Integrity	the frequency for malicious code scans is defined.					
	3.14.5[b]	System and Information Integrity	malicious code scans are performed with the defined frequency.					
	3.14.5[c]	System and Information Integrity	real-time malicious code scans of files from external sources as files are downloaded, opened, or executed are performed.					

NR	3.14.6	System and Information Integrity	Monitor the information system including inbound and outbound communications traffic, to detect attacks and indicators of potential attacks.					
	3.14.6[a]	System and Information Integrity	the system is monitored to detect attacks and indicators of potential attacks.					
	3.14.6[b]	System and Information Integrity	inbound communications traffic is monitored to detect attacks and indicators of potential attacks.					
	3.14.6[c]	System and Information Integrity	outbound communications traffic is monitored to detect attacks and indicators of potential attacks.					
NR	3.14.7	System and Information Integrity	Identify unauthorized use of the information system.					
	3.14.7[a]	System and Information Integrity	authorized use of the system is defined.					
	3.14.7[b]	System and Information Integrity	unauthorized use of the system is identified.					

Transition of Services

Communications:

1. SLNC acknowledges there will be weekly transition calls with USTRANSCOM during the scheduled 30 day transition period or until the CO provides alternate direction.
 2. Primary POC – Brendan Roberts, Manager, Schuyler Services 732-904-3882
Secondary POC – Morgan Malone, Logistics Coordinator / FSO, Schuyler Line (667)-646-9048
 3. SLNC warrants that if there are any issues or impacts to the transition schedule/plan, SLNC will immediately notify the CO.
- IAW RFP Attachment 6 and PWS Paragraph 6.G.4 SLNC confirms availability for the Postaward Conference within 14 days after contract award.

Port Operations:

SLNC has well-established port and administrative operations in Blount Island and NSGB in service of the current NSGB Contract. If SLNC is awarded the NSGB 2 Sealift Contract, all port and administrative operations at Blount Island and NSGB will continue as per the below. SLNC and vessel currently comply with facility and security in JAX/NSGB and other US ports IAW 33 CFR Part 105.

1. Blount Island, Jacksonville, FL
SLNC currently has Warehouse space at Blount Island, Jacksonville, FL, which is used in service of the NSGB Sealift Contract. Details and Equipment of Blount Island Warehouse provided below.
 - a. A Facilities Lease agreement has been signed between Jacksonville Port Authority and Schuyler Services, the agreement is for:
 - i. 15,762 SQ FT warehouse (transit shed 3)
 - ii. Address: 8998 Blount Island Blvd , Jacksonville, FL 32226
 - iii. 3.15 acres (split over 2 locations) for terminal operations
 - b. Schuyler Services currently has 10 equipment leases with companies such as Seaco, Seacube, Triton for all its equipment needs. Equipment currently in service of the NSGB contract as follows:
 - i. 228 x 40' HIGH CUBE containers
 - ii. 216 x 20' Standard containers
 - iii. 66 x 40' REEFER containers
 - iv. 36 x 40' Flat Rack containers for breakbulk.
 - v. 121 x 40' Chassis

*This includes the containers and chassis at the Contract-designated container pool locations.
 - c. A Stevedoring / Warehousing / Terminal contract has been signed between Schuyler Services and First Coast Terminals. This contract is renewed annually and includes the following services: annually:
 - i. All Labor for barge operations, warehouse and terminal operations
 - ii. Gantry Crane rental during barge operations
 - iii. 5-6 Tico yard jockeys per barge operation
 - iv. Reach Stackers on terminal for loading and stripping of containers and placing onto the ground
 - v. Warehouse forklifts & safety equipment
2. Naval Station Guantanamo Bay (NSGB)
 - a. SLNC has a rotating 15 member crew employed by Schuyler Services. At all times, there are 11 crewmembers on island to perform Stevedoring services.
 - b. While on island, crew members are housed at the Golden Hill Towers and provided a daily food

allowance. SLNC covers the life support and logistics costs of their crewmembers while on island.

- c. Equipment in support of operations at NSGB
 - i. 5 Tico Yard jockeys - used to move containers from Wharf to storage area during barge operations and transport door delivery containers to their destination.
 - ii. Tandemloc 40' Auto Lock ISO container Spreader bar
 - iii. Greenfield 20' semi auto lock spreader bar
 - iv. Tandemloc 12' spreader pipe
- 3. Schuyler currently occupies office space Warehouse 717 on Wharf Bravo. If awarded the NSGB 2 Contract, SLNC will continue to use this as their office space on base.
- 4. SLNC stores all their equipment in the Bone Yard, IAW with the guidelines of Appendix VI, or in their office space at Warehouse 717. At no time is any of Schuyler's equipment stored on Wharf Bravo, Pier Victor, or any other area of the contract not specifically designated as an area the Contractor may use for equipment storage.
- 5. **Destructive Weather Plan**
 - 1. The Atlantic Hurricane Season runs annually from June 1 to November 30. During this time, the NSGB is at significant risk from tropical- cyclone activity including: tropical depressions, tropical storms, and hurricanes. This plan has been developed to ensure that, in the case of a severe weather event, SLNC can take all practical precautions prior to the onset of sustained weather.
 - 1.1. This plan has been developed to ensure that, in the case of a severe weather event, SLNC can take all practical precautions prior to the onset of sustained weather.
 - 1.2. Ensure full understanding of local-risk factors and policies that may impact operations and preparations before, during, and after heavy weather.
 - 1.3. Ensure the safety and welfare of the Schuyler Services team on island during the heavy weather event.
 - 1.4. Prepare for heavy weather events ahead of time - Schuyler Services crew to organize training, conduct heavy weather drills, and review response and potential storm mitigation options.
 - 1.5. Communications with the local Port POC before, during, and after severe weather to ensure all parties are aware of status and safety.
 - 1.6. After storm passage, survey and reporting any damage or loss so same can be corrected.
 - 2. In advance of storm, efforts to include:
 - 2.1. Updating internal contact lists and phone numbers as needed locally to ensure clear comms in the event of heavy weather.
 - 2.2. Reviewing contingency plans to minimize disruptions and ensure the GTMO port cargo ops can resume as early as possible after port reopens.
 - 2.3. Determining what additional preparedness actions the Schuyler Services workforce may need to take (charging back up power, securing food and water suppliers, preparing for loss of power).
 - 2.4. Ensuring that all documentation keep in warehouse, as well as necessary tools and equipment are safe-guarded in that facility, and preserved from flooding / water intrusion, or wind event.
 - 2.5. In the even of an emergency, SLNC will evacuate all containers and secure all vehicles/breakbulk in a tiered operation so as to ensure safe, secure storage.

All chassis-mounted containers normally staged along Marti Road (along the entryway to Wharf Bravo) will be drayed to SLNC's allotted storage yard (known locally as the Boneyard) so as to ensure pier areas keep free and clear of this equipment, and to limit any impact the equipment may have on buildings and infrastructure in those areas.

Any overflow from the Boneyard (ie if space in the Boneyard has been consumed as storage by other NSGB entities), that overflow will be redirected to the POV lot in such a way as to encircle and protect any servicemembers vehicles in the POV Yard, by surrounding them by shipping containers. It is believed this may assist in

preventing wind-borne debris from impacting and damaging POVs).
Finally, and only as necessary, if any residual equipment space is needed, or Receivers/Suppliers dray any empty containers back to port immediately in advance of storm (ie so as to remove same from their own respective areas of operation) then the southernmost part of the SLNC designated storage area at the corner of Marti Road and Cespedes Road will be utilized solely if and when needed.
In terms of all loose equipment (spreader bars, forklifts, ramps, lifting beams etc.) as well as company vehicles (vans, trucks, jockeys etc.) these will be stored internally in the SLNC warehouse space for protection from the DWE and to limit damage to the equipment as well as the buildings and infrastructure around them.

3. Once storm is declared and approaching:
 - 3.1. Attending port briefs by the NSGB COTP to understand actions that will be taking before, during and after the storm.
 - 3.2. Ensure that both shore-side team as well as tug crew, has access to at least two different and reliable methods to obtain information about changing weather conditions (a combination of NOAA or National Weather Service weather radio, a smart phone app with RADAR, local news, NAVTEX, satellite-based internet service with weather forecasting websites, GMDSS, and local emergency notifications on a cell phone).
 - 3.3. Refer to vessel plans for either remain-in-port or head to sea for both tug & barge, depending on prevailing conditions and NSGB policies; specific operational restrictions imposed by NSGB COTP may preclude the response both the team and the vessels take as ambient port conditions change.
 - 3.4. Ensure the safety of the local SLNC equipment on-island to ensure it is stowed / secured so as not to create and wind-related damage.
 - 3.5. Maintain a proper lookout at all times to recognize changing environmental conditions and stay abreast of local updates.
 - 3.6. Aboard the tug, ensure that one or more individuals on the vessel have the designated responsibility to check weather on a regular basis and share updates with others onboard. Weather checks always be conducted just prior to getting underway, and should also be conducted at least once per watch, with more frequent checks for watches that exceed four hours in length or for situations involving deteriorating environmental conditions.
 - 3.7. Consider whether or not the facilities at which the vessel will be laid up will be sufficient and have the proper resources needed to hold the vessel in hurricane winds – proper / additional fendering, additional mooring lines / double or tripling up lines to accommodate wind and surge events . This path is basis local COTP allowing safe implementation of these plans. Otherwise, vessel to plan for safe departure from the port prior to the destructive weather. Obviously, this means properly planning cargo/transfer operations so as to have them completed to allow for the safe evacuation. It is important to note that the COTP generally will not order a terminal operator to lay berth a vessel during severe weather; COTP approval of a request to remain in port will be based, in part, on providing a suitable lay berth.
 - 3.8. For the vessels, monitor both NSGB weather forecasting as well as NWS forecasting tools to determine the best plan of action with possible landfall. If it is determined that tug & barge must get underway and offshore from NSGB, it is understood that any tropical storm or hurricane will have a speed over water (excluding the rotational wind speed) of greater than the speed of advance of a tug and barge. This also precludes any consideration of wind & sea state of the surrounding sea, as conditions build in the face of the storm. Therefore, serious consideration should be given to either monitoring / tracking storms to possible linger offshore / away from port in advance of arrival, or ending operations early, in advance of any NSGB COTP order, to ensure a safe sea distance can be made up from the projected storm track. A safe lee, either behind a landmass or in a protected bay as possible may be an option of if

- distance from the storm cannot be made. Obviously tug & tows cannot anchor so the tradeoff between remain-in-port and run offshore must be carefully evaluated.
- 3.9. If the decision to depart and run / loiter offshore is made, confirmation that tug has enough fuel to do so (i.e. beyond the >5d ROB that is aboard for the return to JAX). If extra fuel is needed, some must be taken locally in NSGB via SLNC FPA and in advance of NSGB securing their fuel storage.
 - 3.10. All chassis, containers, tractors, vehicles and exterior equipment is stowed and secured, using tie-down equipment if and where possible (ratchet straps etc).
 - 3.11. Open areas of the Schuyler Services pier should be cleared of possible debris hazards. Timely correction of hazardous conditions may significantly eliminate or reduce the loss of life and property during heavy weather.
 4. Post storm passage:
 - 4.1. Ensure all Schuyler Services team members are safe, accounted for and have adequate safe shelter, food, and water.
 - 4.2. Account for tug & barge (if moored / in port prior to the storm)
 - 4.3. Survey Schuyler Services facilities and report any damage, pollution, or unsafe conditions. Secure damaged areas. Assess and re-establish facility operations.
 - 4.4. Contact local COTP to determine status of utilities, channels / markers, surveys and port open timing.
 - 4.5. Offer assistance to local NSGB officials as needed to ensure general public safety.
 - 4.6. Return Schuyler Services equipment and operations to normal status.

Administrative

1. A bi-weekly Passenger List – crew list is submitted to the Department of Homeland Security, US Customs and Border Protection with entire crew onboard the Tug Simone. A weekly personnel report on NSGB is submitted to NAVSUP Fleet Logistics Center Jacksonville, Cuba Detachment. All crew meet NAVSTA NSGB entrance requirements and SECNAV Form 5512 is sent to the COR and CO 15 days prior to estimate arrival NSGB for US citizens.
2. A mobile trailer has been placed at 8998 Blount Island Blvd, Jacksonville, FL and is used by the Government Representative, Candace Keller.

Removal of Contractor Equipment/Property from NSGB:

If SLNC is not awarded the NSGB Sealift 2 Contract, SLNC estimates all their equipment can be removed from the base 21-28 days after contract performance ends.

1. All Equipment kept in Warehouse 717 and Bone Yard equipment that can be containerized, will be loaded into empty containers currently on island. All full and empty containers will be loaded onto Simone / SLNC Choptank for transit to CONUS.
2. Equipment too large to be stuffed into containers will be loaded as breakbulk for shipment back to CONUS.
3. SLNC offer to sell all chassis in NSGB to the awarded NSGB 2 Contractor. Balance chassis to be loaded onto Barge SLNC Choptank for return to CONUS.
4. SLNC estimates it will take 3 NSGB calls max to remove all their equipment from base.

Naval Station Guantanamo Bay Base Access 25 April 2023

1. Work Force

Due to the sensitive locale of US Naval Station, Guantanamo Bay, Cuba (NSGB), foreign nationals from dissident political areas may be excluded and denied entry approval. In general, foreign nationals may be used. The Contractor agrees to dismiss from the site, when directed by the Commanding Officer, any individual whose continued employment is deemed to be contrary to the public interest or inconsistent with the best interest of the national security.

2. Entry Approval

No employee or representative of the Contractor will be admitted to NSGB without prior approval. The background of Contractor personnel will be screened prior to entry to NSGB. The Contractor shall submit the Department of the Navy Local Population Identification Card/Base Access Pass Registration (SECNAV Form 5512/1) to the Contracting Officer's Representative (COR) and Contracting Officer (CO) for processing. The SECNAV Form 5512/1 shall be received by the COR and CO 15 days prior to estimated arrival for US citizens and no later than 50 days prior to estimated arrival for Third Country Nationals (TCNs) for processing.

3. Identification of Employees

The Contractor shall be responsible for furnishing and requiring each employee to display such identification as may be approved and directed by the CO. Employees may be fingerprinted prior to employment as a condition of entry onto NSGB. Prescribed Government Identification cards shall be immediately delivered to the COR for cancellation upon release for any employee.

4. Management Personnel

The Contractor shall be responsible for furnishing the personnel required, with the necessary skills and qualifications, to perform the work as described. Additionally, the Contractor shall provide an individual on-site who is authorized to negotiate and financially commit change orders for the Contractor.

5. Storage of Materials

The Contractor shall store materials only in places where directed. No fire-hazardous materials or flammable liquids shall be stored or otherwise maintained within a building or structure, except as approved, in accordance with the local fire regulations.

6. Access Roads

The Contractor shall refrain from the use of roads, grounds or other facilities which have not been specifically authorized for their use.

7. Availability and Cost of Government Materials and Services

The availability of Government materials, equipment, and services indicated in this PWS may vary subject to local supply priority requirements for operations and maintenance of the base. Non-availability will not be considered as an excusable delay. The cost of Government materials, equipment, and services reflected in this specification are

subject to fluctuation, revision, and adjustment. Changes in rates or prices for goods and services in the following paragraphs shall not be used as a basis for a change to the contract.

8. Petroleum Products:

The sale of petroleum products is available to Contractor from the Navy Exchange (NEX) at prevailing local retail rates. Contact the NEX at (757) 458-4331 for more information.

8.1. Computation of Price: The price to the Contractor will be computed as follows: The standard stock ledger price plus a two (2) percent surcharge.

8.2. Bulk Fuels: Only bulk fuels are available. Deliveries can be arranged through the Fuel Department of the NSGB Supply Department for tanker delivery to Contractor's equipment or day tanks. Regular filling station pumps at the Navy Exchange service station may be utilized by paying the current price at time of purchase.

9. Purchases from the Government

9.1. Sale of Government Supplies: Provisions and camp supplies other than petroleum products will be sold to the Contractor from NSGB Supply Department Stocks under special deposit procedures in compliance with Financial Management Regulations. Miscellaneous construction materials may be sold to the Contractor under the same procedure if such sales are not detrimental to the NSGB Supply Department stock position as determined by the NSGB Supply Officer. Material other than petroleum products will be issued, as required, during normal working hours.

9.2. Payment for purchases from the Government: Invoices covering sales of equipment and materials specified will be charged to a special deposit account, to be established by the Contractor in advance. The Contractor is required to provide a cash deposit only to the NSGB Comptroller prior to incurring charges. The Contractor shall maintain a minimum balance in this account equal to two times the anticipated monthly expenditures or \$200, whichever is greater. The Contractor shall comply with directives governing special deposit accounts as established by the NSGB Comptroller. Failure to settle accounts due promptly will jeopardize the availability of goods and services. The Government is entitled to withhold special deposit account arrearages from progress payments.

10. Contractor Housing:

10.1. At the present time, housing is extremely limited at NSGB. There are often waiting lists for housing to become available. During the contract transition period, available housing might even become scarcer as the potential exists that two fully staffed port operations Contractors will be at NSGB at the same time. In addition, the housing standard is lower than one would normally expect at CONUS locations. Prior to the assignment of housing, Contractors will be required to complete a Contractor Berthing Agreement.

10.2. For this contract, the Government will provide family housing units (based on availability) for the Contractor's use. These units are reserved for use by accompanied or unaccompanied management/supervisory personnel only. Housing will be assigned as follows: accompanied personnel with maximum family size of three (3) dependents; unaccompanied personnel assignment will be made based on a minimum of one person per bedroom. If house sharing, accompaniment by dependents will not be allowed. The Government will provide family housing units with the following appliances: refrigerator, stove, dishwasher, microwave, washer, and dryer. All other furnishings other than the listed appliances will be provided by the Contractor. Issuances of these housing units and rental rates are controlled by the Housing Department, building 2295, phone 757-458-4172/4094. Should the Contractor's assigned units not be fully occupied, the Housing Department will cancel the assignment and return the unit to inventory for other use. Personnel shall abide by all Family Housing instructions, which are not part of this contract but are

available upon request. Contractors will pay rent under the Fair Market Rental (FMR) Program. Rental rates include trash and maintenance costs. Rental rates are normally adjusted annually based on market appraisal, utilities cost adjustment, and/or the annual Consumer Price Index. All family housing units are equipped with electric and water meters. Utilities cost is billed along with monthly rent and is based on established rates and actual consumption. All payments must be remitted via the Department of Treasury's web portal <https://www.pay.gov/public/home>

10.3 Current Fair Market Rental Rates as of 1 Mar 2023

2 bedroom, 1 bath	\$1,043.00 plus utilities
2 bedroom, 1.5 bath	\$1,115.00 plus utilities
3 bedroom, 1 bath	\$1,249.00 plus utilities
3 bedroom, 2 bath	\$1,380.00 plus utilities
4 bedroom, 2.5 bath	\$1,649.00 plus utilities

11. Government Utilities:

Water and electricity will be available at designated outlets at the prevailing Government rates. Current rates (FY23) are as follows:

Electricity - \$831.38.00 per MWH
Water - \$25.91 per thousand (1,000) gallons
Sewage - \$9.21 per thousand (1,000) gallons

These rates are subject to change.

11.1. Power usage in living spaces, office areas, and shop areas will be metered, furnished, and installed by and at the expense of the Contractor. Electrical usage for work operations in and around site work areas and water consumption will be billed on the basis of equitable, mutually agreed upon estimates established prior to start of work, or by Contractor or Government-furnished meters if agreement cannot be reached. The meters furnished shall be sealed and tagged to indicate last calibration date and name of the person performing the calibration. The Government reserves the right to require the recalibration of the meters if erroneous readings are suspected.

11.2. Refuse Collection will be furnished and serviced by the Government at living spaces, office areas, and shop areas at the Contractor's request. Refuse collection service is mandatory. Contractors are required to meet base regulations concerning collection disposal of refuse. Pickup is scheduled and charged based on volume of the dumpster, not necessarily the volume of refuse. Only refuse deposited in the Government-furnished containers will be collected. This service does not include articles left outside of the containers. This service will not be available for construction or demolition sites.

11.3. Energy Conservation: The Contractor shall observe the Base Energy Conservation Regulation, NSGBINST 4100.2 series. It is mandatory that the Contractor obtains a copy of this instruction and posts it in a conspicuous location for the Contractor's employees to read. Copies of the instructions are available from the COR.

12. Extended Stay Berthing Facilities (ESBF)

Except for allowed fair market rental units (Family/Management Quarters), Contractor employees (unaccompanied status) shall be berthing with the Housing Department, Navy Gateway Inns and Suites Division (NGIS) in ESBF located on both sides of the bay; Windward (WW) and Leeward (LW).

ESBF primarily consists of multi occupancy rooms with either shared or gang head bathrooms. Due to the configuration of most facilities, they are not suitable for mixing genders; therefore, female residents are not accepted by the NGIS for occupancy in any ESBF. The Contractor must provide alternate berthing for all female employees. Costs are based on occupied beds. The current rate is \$10.00 per person per bed, regardless of room configurations. Rates are reviewed each March for implementation each October. Should prices increase, the Contractor shall receive at a minimum 30 day notification. Bed night costs are not negotiable.

Contractors shall be billed monthly for the number of beds assigned to their company. Contractors are charged for beds assigned to employees on leave unless the employee removes all personal property and checks out of the facility. Contractors shall remit payment on or before due dates. Administrative and late fees apply. Failure to promptly pay can result in eviction from the premises regardless of impact to Contractor ability to perform the contract specifications. Housing makes no guarantee of bed availability or berthing location.

Prior to the berthing of any employees, Contractor shall be required to complete a Contractor Berthing Agreement with the NGIS. A copy of this agreement is available at the NGIS management offices located at building 1670. To determine availability, advance registration and notification of berthing requirements is highly recommended, send information via e-mail to NGIS mailbox at fabian.evans@gtmo-ngis.org and allow 5-10 days for responses.

13. Medical and Dental Services:

Medical and dental services available to the Contractor's employees are limited at NSGB. The existing facilities are staffed to treat primarily DoD personnel. The Contractor shall screen prospective employees with the objective to exclude those with admitted chronic disorders from traveling to NSGB. Advise prospective employees of the limited medical and dental services available in NSGB and explain the Contractor's policy concerning the extent of liability and coverage for required treatment. The Contractor shall provide and have available, both at the job site and in the berthing areas, first aid for minor and emergency treatment. Government ambulance and medical care, when required, will be billed directly to the Contractor at the current rates. Personnel who have existing medical conditions may be cared for in Guantanamo Bay if all of the following conditions are met:

13.1. The condition(s) is/are not of such a nature that an unexpected worsening is likely to have a medically grave outcome.

13.2. The condition(s) is/are stable; that is, currently under medical care, and reasonably anticipated by pre-assignment evaluation not to worsen during assignment to Guantanamo Bay, under available care at the Naval Hospital, in light of physical, physiological, psychological and nutritional impacts and effects of the duties and location.

13.3. Any required ongoing health care or medications must be immediately available through existing pharmacy resources, within the military health system, or through mail order supply, and have no special handling, storage, or other requirements.

13.4. A minimal need for duty limitations or accommodation is imposed by the medical condition. (The nature of the accommodation must be considered. The Director, Medical Services, USNH Guantanamo Bay, or designee, is the appropriate authority to evaluate the suitability of the individual's limitation or accommodation requirements).

13.5. While a list of all possible diagnoses and their severity that should not be approved would be too expansive to list here, the following conditions, in general, should not be approved. Medical clearance for assignment to Guantanamo Bay for persons with any of the following documented medical conditions should be granted only after consultation with local medical authority, the Director, Medical Services, or appropriate designee. The local medical

authority can determine if adequate treatment facilities and specialist support is available at the duty station. Specifically, the prospective employee shall not have:

- 13.6. Conditions resulting in inability to wear personal protective equipment, as required by job scope.
- 13.7. Conditions which prohibit administration of geographically-specified immunizations.
- 13.8. Diabetes mellitus, Type I.
- 13.9. Uncontrolled Diabetes mellitus, Type II, defined by Hemoglobin A1c > 8 %.
- 13.10. Symptomatic coronary artery disease, or with myocardial infarction within one year prior to assignment, or within six months of coronary artery bypass graft, coronary artery angioplasty, carotid endarterectomy or other arterial stinting, or aneurysm repair.
- 13.11. Dysrhythmias or arrhythmias, either symptomatic or requiring medical or electro-physiologic control.
- 13.12. Uncontrolled hypertension.
- 13.13. Heart failure or history of heart failure.
- 13.14. Automatic implantable cardiac defibrillator.
- 13.15. Malignancy newly-diagnosed or under current treatment, including follow-up care.
- 13.16. Dental and oral conditions requiring or likely to require urgent dental care within six months' time: active orthodontic care; conditions requiring endodontic care; uncontrolled periodontal disease; conditions requiring prosthodontic care; conditions with immediate restorative dentistry needs; conditions with a current requirement for oral- maxillofacial surgery.
- 13.17. New-onset (less than one year) seizure disorder, or seizure within one year prior to assignment.
- 13.18. History of heat stroke.
- 13.19. Meniere's disease or other vertiginous/motion sickness disorder, unless well controlled on medications available in theater.
- 13.20. Recurrent syncope.
- 13.21. Ataxias.
- 13.22. New diagnosis (less than one year) of mood disorder, thought disorder, anxiety, somatoform, or dissociative disorder, or personality disorder with mood or thought manifestations, or uncontrolled symptoms of these.
- 13.23. HIV antibody positivity.
- 13.24. Unrepaired hernia.
- 13.25. Tracheotomy or aphonia.
- 13.26. Renolithiasis, current.
- 13.27. Active tuberculosis.

- 13.28. Unclosed surgical defect.
 - 13.29. History of stroke or cerebral vascular accident.
 - 13.30. Chronic pain, with narcotic, chiropractic, occupational therapy, or anesthesia requirements for care.
 - 13.31. Morbid obesity, defined as BMI > 40 kg/m2.
 - 13.32. Appropriate laboratory and diagnostic testing should include:
 - 13.33. HIV test.
 - 13.34. TB test or Chest x-ray.
 - 13.35. Hepatitis profile.
 - 13.36. CBC.
 - 13.37. Chemistry.
 - 13.38. Urinalysis.
 - 13.39. Visual Acuity
 - 13.40. In addition to testing, the following immunizations are required (or titer demonstrating immunity):
 - 13.41. Influenza.
 - 13.42. Tetanus-Diphtheria.
 - 13.43. Typhoid.
 - 13.44. MMR.
 - 13.45. Varicella.
 - 13.46. Nothing in this guidance or recommendations should be construed as authorizing use of Defense Health Program or Military Health System resources for such evaluations where it is not elsewhere previously authorized. Generally, Defense Health Program or Military Health System resources are not authorized for the purpose of pre-assignment/employment or travel medicine evaluations for Contractors' employees. Local command legal and resource management authorities should be consulted for questions on this matter.
- 14. Contractor Debts:** The Contractor shall be liable for debts to the Government incurred by their employees for personnel services at Guantanamo Bay, Cuba, including but not limited to private telephone services, medical and dental services, and Department of Defense Dependents Schools (DoDDS) expenses. If an employee departs the NSGB without liquidating their debts sufficient funds to cover this type of obligation will be withheld from Contractor payments until the debts are paid.
- 15. Telephone Services:** Base Communications Office (BCO) on base dialing only. If problems occur with phone, contact (757) 458-4874.

16. Cell Phone Service: T-Mobile is the cell phone provider servicing NSGB. Mr. Dax Gay is Business Account Manager (703) 953-9375 or T-Mobile toll free at (877) 406-2723 for service plans and rates.

17. Internet: Provider is VIASAT. Call 1-888-339-7150 for more information.

18. Navy Exchange, Commissary and Moral Welfare & Recreation (MWR) Facilities: Navy Exchange and Commissary privileges and MWR facilities will be made available to authorized Contractor personnel and dependents of Contractor personnel in accordance with current base regulations.

19. Food Facilities: Contractor personnel may utilize all restaurants on base. Windward side has numerous facilities available on a cash basis. Leeward point currently has galley and Subway available. Contractor personnel may eat at the Gold Hill Restaurant or at the Enlisted Men's Mess at Leeward Point. Contractor personnel may eat at the Navy exchange food outlets or at other open food service facilities on a cash basis.

20. Schools: Department of Defense schooling is available to dependents of Contractor personnel at a price determined by the school system. Schooling is only provided on an as-available basis. Contact the School office at (757) 458-2207 or (757) 458-3500 for more information.

School Liaison: usn.gtmo.navstagtmobaycu.mbx.gtmoslo@mail.mil

The rates provided below are subject to change.

	Sure Start	Grades 7-8	Grades 9-12	Virtual school
Federal Rate:	\$24,780	\$26,088	\$27,384	\$555 per semester
Non-Federal Rate	\$25,668	\$27,020	\$28,368	

21. On-Base Transportation/Vehicles: The Contractor shall provide necessary drivers, vehicles, and equipment required for on-base vehicular transportation and shall pay for required fuel, oil, lubricants, and maintenance. The vehicles shall be operated only by Contractor employees who possess a valid US Government motor vehicle operator's identification card. Vehicular registration shall be provided without cost to the Government. All personnel shall comply with traffic safety program set forth in OPNAV Instruction 5100.12 series.

22. Laundry and Dry cleaning: The Government will make available laundry and dry cleaning facilities for Contractor personnel and dependents at current rates set forth by the Navy Exchange (NEX) at NSGB.

23. Air Transportation of personnel: Air travel to and from the base is limited with demand often in excess of supply.

23.1. Official travel, as determined by the CO or COR if so delegated, on Government Transportation, to Kingston, Jamaica; Jacksonville, Florida; and Norfolk, Virginia is available at Contractor's expense. Reserved seats must be arranged through a government transportation office by the Contractor. Current US Transportation Command tariff rates apply. Letter of Authorization (LOA) generated through Synchronized Pre-Deployment and Operational Tracker (SPOT) or LOA issued by the contracting office managing the contract, that reflects billing method, must be presented at time of travel.

23.2. Emergency leave travel for verified personal emergencies such as death or serious illness of a family member will be authorized to any destination on the next available flight, also chargeable to the Contractor.

23.3. Unofficial, or leisure, travel on Government Transportation is authorized at the Contractor's expense. Seating is only available on a Space Available (Space "A") basis. Space A fees apply. Appropriate documentation must be presented at time of travel.

23.4. Commercial Air Carriers: IBC Airways is currently the only commercial carrier providing service to NSGB. Contact IBC Airways at (974) 834-1700 for more information.

23.5. Private Aircraft: The Contractor shall utilize companies that have a current Facilities License on record with the Naval Facilities Engineering Command. Prior to making shipment of cargo or personnel by private aircraft, the Contractor shall make arrangements for the company that owns the aircraft to contact NSGB Air Operations Department at least 10 working days prior to each shipment. The Contractor shall notify the COR of their intentions so that appropriate area and flight clearances may be obtained. Costs arising from failure to utilize appropriate air transportation will be borne by the Contractor.

"REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor		U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210
Daniel W. Simms Director	Division of Wage Determinations	Wage Determination No.: 2015-4539 Revision No.: 21 Date Of Last Revision: 07/28/2023

Note: Contracts subject to the Service Contract Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658.

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least \$12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.

The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the Executive Orders is available at www.dol.gov/whd/govcontracts.

State: Florida

Area: Florida Counties of Baker, Clay, Duval, Nassau, Saint Johns

****Fringe Benefits Required Follow the Occupational Listing****

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		

01011 - Accounting Clerk I	16.76
01012 - Accounting Clerk II	18.83
01013 - Accounting Clerk III	21.05
01020 - Administrative Assistant	28.06
01035 - Court Reporter	18.35
01041 - Customer Service Representative I	14.72***
01042 - Customer Service Representative II	16.06***
01043 - Customer Service Representative III	18.04
01051 - Data Entry Operator I	15.94***
01052 - Data Entry Operator II	17.39
01060 - Dispatcher, Motor Vehicle	20.32
01070 - Document Preparation Clerk	17.34
01090 - Duplicating Machine Operator	17.34
01111 - General Clerk I	14.53***
01112 - General Clerk II	15.86***
01113 - General Clerk III	18.09
01120 - Housing Referral Assistant	22.76
01141 - Messenger Courier	15.19***
01191 - Order Clerk I	14.56***
01192 - Order Clerk II	15.89***
01261 - Personnel Assistant (Employment) I	17.94
01262 - Personnel Assistant (Employment) II	20.06
01263 - Personnel Assistant (Employment) III	22.37
01270 - Production Control Clerk	23.32
01290 - Rental Clerk	15.25***
01300 - Scheduler, Maintenance	18.24
01311 - Secretary I	18.24
01312 - Secretary II	20.41
01313 - Secretary III	22.76
01320 - Service Order Dispatcher	18.17
01410 - Supply Technician	28.06
01420 - Survey Worker	17.75
01460 - Switchboard Operator/Receptionist	14.88***
01531 - Travel Clerk I	17.18
01532 - Travel Clerk II	18.66
01533 - Travel Clerk III	20.06
01611 - Word Processor I	15.18***
01612 - Word Processor II	17.05
01613 - Word Processor III	19.07
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	21.56
05010 - Automotive Electrician	18.84
05040 - Automotive Glass Installer	17.59
05070 - Automotive Worker	17.59
05110 - Mobile Equipment Servicer	15.16***
05130 - Motor Equipment Metal Mechanic	20.08
05160 - Motor Equipment Metal Worker	17.59
05190 - Motor Vehicle Mechanic	20.08
05220 - Motor Vehicle Mechanic Helper	13.94***

05250 - Motor Vehicle Upholstery Worker	16.38
05280 - Motor Vehicle Wrecker	17.59
05310 - Painter, Automotive	18.84
05340 - Radiator Repair Specialist	17.59
05370 - Tire Repairer	14.99***
05400 - Transmission Repair Specialist	20.08
07000 - Food Preparation And Service Occupations	
07010 - Baker	14.05***
07041 - Cook I	15.47***
07042 - Cook II	17.95
07070 - Dishwasher	12.30***
07130 - Food Service Worker	14.22***
07210 - Meat Cutter	18.13
07260 - Waiter/Waitress	11.98***
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	19.55
09040 - Furniture Handler	12.13***
09080 - Furniture Refinisher	19.92
09090 - Furniture Refinisher Helper	14.74***
09110 - Furniture Repairer, Minor	17.33
09130 - Upholsterer	20.22
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	13.74***
11060 - Elevator Operator	13.74***
11090 - Gardener	20.39
11122 - Housekeeping Aide	12.84***
11150 - Janitor	12.84***
11210 - Laborer, Grounds Maintenance	15.42***
11240 - Maid or Houseman	12.94***
11260 - Pruner	13.70***
11270 - Tractor Operator	18.74
11330 - Trail Maintenance Worker	15.42***
11360 - Window Cleaner	14.45***
12000 - Health Occupations	
12010 - Ambulance Driver	15.80***
12011 - Breath Alcohol Technician	21.64
12012 - Certified Occupational Therapist Assistant	32.03
12015 - Certified Physical Therapist Assistant	30.73
12020 - Dental Assistant	21.92
12025 - Dental Hygienist	38.59
12030 - EKG Technician	29.60
12035 - Electroneurodiagnostic Technologist	29.60
12040 - Emergency Medical Technician	15.80***
12071 - Licensed Practical Nurse I	19.35
12072 - Licensed Practical Nurse II	21.64
12073 - Licensed Practical Nurse III	24.12
12100 - Medical Assistant	17.82
12130 - Medical Laboratory Technician	27.72
12160 - Medical Record Clerk	17.73

12190 - Medical Record Technician	19.83
12195 - Medical Transcriptionist	18.14
12210 - Nuclear Medicine Technologist	39.06
12221 - Nursing Assistant I	12.40***
12222 - Nursing Assistant II	13.94***
12223 - Nursing Assistant III	15.21***
12224 - Nursing Assistant IV	17.08
12235 - Optical Dispenser	22.09
12236 - Optical Technician	18.05
12250 - Pharmacy Technician	17.97
12280 - Phlebotomist	17.68
12305 - Radiologic Technologist	30.08
12311 - Registered Nurse I	25.48
12312 - Registered Nurse II	31.16
12313 - Registered Nurse II, Specialist	31.16
12314 - Registered Nurse III	37.70
12315 - Registered Nurse III, Anesthetist	37.70
12316 - Registered Nurse IV	45.19
12317 - Scheduler (Drug and Alcohol Testing)	26.81
12320 - Substance Abuse Treatment Counselor	22.55
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	21.09
13012 - Exhibits Specialist II	26.12
13013 - Exhibits Specialist III	31.95
13041 - Illustrator I	21.07
13042 - Illustrator II	26.11
13043 - Illustrator III	31.94
13047 - Librarian	28.93
13050 - Library Aide/Clerk	14.34***
13054 - Library Information Technology Systems Administrator	26.12
13058 - Library Technician	19.57
13061 - Media Specialist I	18.85
13062 - Media Specialist II	21.09
13063 - Media Specialist III	23.51
13071 - Photographer I	16.41
13072 - Photographer II	18.90
13073 - Photographer III	22.75
13074 - Photographer IV	27.83
13075 - Photographer V	33.66
13090 - Technical Order Library Clerk	18.02
13110 - Video Teleconference Technician	20.94
14000 - Information Technology Occupations	
14041 - Computer Operator I	20.10
14042 - Computer Operator II	22.48
14043 - Computer Operator III	25.06
14044 - Computer Operator IV	27.86
14045 - Computer Operator V	30.85
14071 - Computer Programmer I	24.20

(see 1)

14072 - Computer Programmer II	(see 1)	
14073 - Computer Programmer III	(see 1)	
14074 - Computer Programmer IV	(see 1)	
14101 - Computer Systems Analyst I	(see 1)	
14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		20.10
14160 - Personal Computer Support Technician		27.86
14170 - System Support Specialist		31.52
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		30.11
15020 - Aircrew Training Devices Instructor (Rated)		36.43
15030 - Air Crew Training Devices Instructor (Pilot)		43.57
15050 - Computer Based Training Specialist / Instructor		29.06
15060 - Educational Technologist		31.65
15070 - Flight Instructor (Pilot)		43.57
15080 - Graphic Artist		25.00
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		42.15
15086 - Maintenance Test Pilot, Rotary Wing		42.15
15088 - Non-Maintenance Test/Co-Pilot		42.15
15090 - Technical Instructor		25.14
15095 - Technical Instructor/Course Developer		30.74
15110 - Test Proctor		20.28
15120 - Tutor		20.28
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		12.29***
16030 - Counter Attendant		12.29***
16040 - Dry Cleaner		14.39***
16070 - Finisher, Flatwork, Machine		12.29***
16090 - Presser, Hand		12.29***
16110 - Presser, Machine, Drycleaning		12.29***
16130 - Presser, Machine, Shirts		12.29***
16160 - Presser, Machine, Wearing Apparel, Laundry		12.29***
16190 - Sewing Machine Operator		14.99***
16220 - Tailor		15.72***
16250 - Washer, Machine		12.91***
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		21.05
19040 - Tool And Die Maker		26.54
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		19.44
21030 - Material Coordinator		23.32
21040 - Material Expediter		23.32
21050 - Material Handling Laborer		15.72***
21071 - Order Filler		15.69***
21080 - Production Line Worker (Food Processing)		19.44
21110 - Shipping Packer		17.86
21130 - Shipping/Receiving Clerk		17.86
21140 - Store Worker I		12.11***

21150 - Stock Clerk	17.33
21210 - Tools And Parts Attendant	19.44
21410 - Warehouse Specialist	19.44
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	31.35
23019 - Aircraft Logs and Records Technician	24.14
23021 - Aircraft Mechanic I	29.58
23022 - Aircraft Mechanic II	31.35
23023 - Aircraft Mechanic III	33.18
23040 - Aircraft Mechanic Helper	20.53
23050 - Aircraft, Painter	27.75
23060 - Aircraft Servicer	24.14
23070 - Aircraft Survival Flight Equipment Technician	27.75
23080 - Aircraft Worker	25.91
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	25.91
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	29.58
23110 - Appliance Mechanic	22.53
23120 - Bicycle Repairer	18.19
23125 - Cable Splicer	34.32
23130 - Carpenter, Maintenance	20.75
23140 - Carpet Layer	22.47
23160 - Electrician, Maintenance	23.50
23181 - Electronics Technician Maintenance I	25.34
23182 - Electronics Technician Maintenance II	27.14
23183 - Electronics Technician Maintenance III	28.93
23260 - Fabric Worker	20.93
23290 - Fire Alarm System Mechanic	22.76
23310 - Fire Extinguisher Repairer	19.36
23311 - Fuel Distribution System Mechanic	29.28
23312 - Fuel Distribution System Operator	22.11
23370 - General Maintenance Worker	18.52
23380 - Ground Support Equipment Mechanic	29.58
23381 - Ground Support Equipment Servicer	24.14
23382 - Ground Support Equipment Worker	25.91
23391 - Gunsmith I	19.36
23392 - Gunsmith II	22.47
23393 - Gunsmith III	25.65
23410 - Heating, Ventilation And Air-Conditioning Mechanic	23.16
23411 - Heating, Ventilation And Air Contidioning Mechanic (Research Facility)	24.55
23430 - Heavy Equipment Mechanic	25.97
23440 - Heavy Equipment Operator	21.12
23460 - Instrument Mechanic	29.44
23465 - Laboratory/Shelter Mechanic	24.06
23470 - Laborer	15.72***
23510 - Locksmith	19.01

23530 - Machinery Maintenance Mechanic	28.27
23550 - Machinist, Maintenance	22.95
23580 - Maintenance Trades Helper	16.67
23591 - Metrology Technician I	29.44
23592 - Metrology Technician II	31.20
23593 - Metrology Technician III	33.03
23640 - Millwright	30.58
23710 - Office Appliance Repairer	21.11
23760 - Painter, Maintenance	18.16
23790 - Pipefitter, Maintenance	24.83
23810 - Plumber, Maintenance	23.29
23820 - Pneudraulic Systems Mechanic	25.65
23850 - Rigger	26.81
23870 - Scale Mechanic	22.47
23890 - Sheet-Metal Worker, Maintenance	22.80
23910 - Small Engine Mechanic	18.78
23931 - Telecommunications Mechanic I	31.23
23932 - Telecommunications Mechanic II	33.10
23950 - Telephone Lineman	24.08
23960 - Welder, Combination, Maintenance	21.82
23965 - Well Driller	22.02
23970 - Woodcraft Worker	25.65
23980 - Woodworker	19.36
24000 - Personal Needs Occupations	
24550 - Case Manager	17.80
24570 - Child Care Attendant	13.02***
24580 - Child Care Center Clerk	16.23
24610 - Chore Aide	12.90***
24620 - Family Readiness And Support Services Coordinator	17.80
24630 - Homemaker	19.49
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	32.32
25040 - Sewage Plant Operator	30.33
25070 - Stationary Engineer	32.32
25190 - Ventilation Equipment Tender	22.43
25210 - Water Treatment Plant Operator	30.33
27000 - Protective Service Occupations	
27004 - Alarm Monitor	20.60
27007 - Baggage Inspector	13.89***
27008 - Corrections Officer	23.85
27010 - Court Security Officer	25.21
27030 - Detection Dog Handler	15.53***
27040 - Detention Officer	23.85
27070 - Firefighter	25.54
27101 - Guard I	13.89***
27102 - Guard II	15.53***
27131 - Police Officer I	25.98
27132 - Police Officer II	28.87

28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	16.03***
28042 - Carnival Equipment Repairer	17.44
28043 - Carnival Worker	11.72***
28210 - Gate Attendant/Gate Tender	17.27
28310 - Lifeguard	13.27***
28350 - Park Attendant (Aide)	19.31
28510 - Recreation Aide/Health Facility Attendant	14.09***
28515 - Recreation Specialist	23.93
28630 - Sports Official	15.37***
28690 - Swimming Pool Operator	20.23
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	30.70
29020 - Hatch Tender	30.70
29030 - Line Handler	30.70
29041 - Stevedore I	28.60
29042 - Stevedore II	32.87
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	43.06
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	29.69
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	32.70
30021 - Archeological Technician I	18.11
30022 - Archeological Technician II	20.25
30023 - Archeological Technician III	25.10
30030 - Cartographic Technician	25.10
30040 - Civil Engineering Technician	26.18
30051 - Cryogenic Technician I	27.80
30052 - Cryogenic Technician II	30.71
30061 - Drafter/CAD Operator I	18.11
30062 - Drafter/CAD Operator II	20.25
30063 - Drafter/CAD Operator III	22.59
30064 - Drafter/CAD Operator IV	27.80
30081 - Engineering Technician I	16.92
30082 - Engineering Technician II	19.00
30083 - Engineering Technician III	21.25
30084 - Engineering Technician IV	26.33
30085 - Engineering Technician V	32.20
30086 - Engineering Technician VI	38.97
30090 - Environmental Technician	21.21
30095 - Evidence Control Specialist	24.12
30210 - Laboratory Technician	27.09
30221 - Latent Fingerprint Technician I	25.01
30222 - Latent Fingerprint Technician II	27.62
30240 - Mathematical Technician	26.84
30361 - Paralegal/Legal Assistant I	20.75
30362 - Paralegal/Legal Assistant II	25.72
30363 - Paralegal/Legal Assistant III	31.45
30364 - Paralegal/Legal Assistant IV	38.05
30375 - Petroleum Supply Specialist	29.50

30390 - Photo-Optics Technician	25.10
30395 - Radiation Control Technician	29.50
30461 - Technical Writer I	25.35
30462 - Technical Writer II	31.02
30463 - Technical Writer III	37.53
30491 - Unexploded Ordnance (UXO) Technician I	27.37
30492 - Unexploded Ordnance (UXO) Technician II	33.11
30493 - Unexploded Ordnance (UXO) Technician III	39.69
30494 - Unexploded (UXO) Safety Escort	27.37
30495 - Unexploded (UXO) Sweep Personnel	27.37
30501 - Weather Forecaster I	27.80
30502 - Weather Forecaster II	33.81
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2) 22.59
30621 - Weather Observer, Senior	(see 2) 25.10
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	33.11
31020 - Bus Aide	13.82***
31030 - Bus Driver	19.10
31043 - Driver Courier	16.79
31260 - Parking and Lot Attendant	12.21***
31290 - Shuttle Bus Driver	16.85
31310 - Taxi Driver	13.70***
31361 - Truckdriver, Light	18.26
31362 - Truckdriver, Medium	19.74
31363 - Truckdriver, Heavy	22.99
31364 - Truckdriver, Tractor-Trailer	22.99
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	16.14***
99030 - Cashier	12.11***
99050 - Desk Clerk	13.83***
99095 - Embalmer	27.83
99130 - Flight Follower	27.37
99251 - Laboratory Animal Caretaker I	15.08***
99252 - Laboratory Animal Caretaker II	16.38
99260 - Marketing Analyst	29.98
99310 - Mortician	27.83
99410 - Pest Controller	17.83
99510 - Photofinishing Worker	14.38***
99710 - Recycling Laborer	23.23
99711 - Recycling Specialist	28.25
99730 - Refuse Collector	20.64
99810 - Sales Clerk	13.94***
99820 - School Crossing Guard	13.33***
99830 - Survey Party Chief	27.33
99831 - Surveying Aide	15.48***
99832 - Surveying Technician	21.21
99840 - Vending Machine Attendant	14.06***
99841 - Vending Machine Repairer	17.70

***Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$16.20 per hour) or 13658 (\$12.15 per hour). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 and 13658 are not currently being enforced as to contracts or contract-like instruments entered into with the federal government in connection with seasonal recreational services or seasonal recreational equipment rental for the general public on federal lands.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.98 per hour, up to 40 hours per week, or \$199.20 per week or \$863.20 per month

HEALTH & WELFARE EO 13706: \$4.57 per hour, up to 40 hours per week, or \$182.80 per week, or \$792.13 per month*

*This rate is to be used only when compensating employees for performance on an SCA-covered contract also covered by EO 13706, Establishing Paid Sick Leave for Federal Contractors. A contractor may not receive credit toward its SCA obligations for any paid sick leave provided pursuant to EO 13706.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 8 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (See 29 CFR 4.173)

HOLIDAYS: A minimum of eleven paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Juneteenth

National Independence Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: This wage determination does not apply to any individual employed in a bona fide executive, administrative, or professional capacity, as defined in 29 C.F.R. Part 541. (See 41 C.F.R. 6701(3)). Because most Computer Systems Analysts and Computer Programmers who are paid at least \$27.63 per hour (or at least \$684 per week if paid on a salary or fee basis) likely qualify as exempt computer professionals under 29 U.S.C. 213(a)(1) and 29 U.S.C. 213(a)(17), this wage determination may not include wage rates for all occupations within those job families. In such instances, a conformance will be necessary if there are nonexempt employees in these job families working on the contract.

Job titles vary widely and change quickly in the computer industry, and are not determinative of whether an employee is an exempt computer professional. To be exempt, computer employees who satisfy the compensation requirements must also have a primary duty that consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

Any computer employee who meets the applicable compensation requirements and the above duties test qualifies as an exempt computer professional under both section 13(a)(1) and section 13(a)(17) of the Fair Labor Standards Act. (Field Assistance Bulletin No. 2006-3 (Dec. 14, 2006)). Accordingly, this wage determination will not apply to any exempt computer employee regardless of which of these two exemptions is utilized.

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your

regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder.

All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of ""wash and wear""

materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS ****

The duties of employees under job titles listed are those described in the ""Service Contract Act Directory of Occupations"", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

**** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) ****

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).

2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the

contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the ""Service Contract Act Directory of Occupations"" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1))."