

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS 1 REQUISITION NUMBER PAGE 1 OF 20
 OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30

2. CONTRACT NO. HTC711-15-D-W001 3. AWARD/EFFECTIVE DATE 09-Mar-2015 4. ORDER NUMBER 5. SOLICITATION NUMBER HTC711-14-R-W001 6. SOLICITATION ISSUE DATE 10-Sep-2014

7. FOR SOLICITATION INFORMATION CALL: a. NAME [REDACTED] b. TELEPHONE NUMBER (No Collect Calls) [REDACTED] 8. OFFER DUE DATE/LOCAL TIME 04:00 PM 15 Oct 2014

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

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

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
 SEE SCHEDULE

12. DISCOUNT TERMS
 Net 30 Days

13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

13b. RATING

14. METHOD OF SOLICITATION
 RFQ IFB RFP

15. DELIVER TO CODE [REDACTED] 16. ADMINISTERED BY CODE [REDACTED]
SEE SCHEDULE **SEE ITEM 9**

17a. CONTRACTOR/OFFEROR CODE 6U8J1 18a. PAYMENT WILL BE MADE BY CODE [REDACTED]
 SCHUYLER LINE NAVIGATION COMPANY, LLC
 CHRISTOPHER HUGHES
 130 SEVERN AVE STE 201
 ANNAPOLIS MD 21403-2612
 TEL. 410-216-9281 FACILITY CODE [REDACTED]

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

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

25. ACCOUNTING AND APPROPRIATION DATA 26. TOTAL AWARD AMOUNT (For Govt. Use Only)
\$4,715,565.00 EST

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

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN. REF: [REDACTED]

29. AWARD OF CONTRACT: REFERENCE OFFER DATED 15-Oct-2014 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 [REDACTED] 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) [REDACTED] 31c. DATE SIGNED 3/9/2015

30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) Vice president 30c. DATE SIGNED 03/09/15 31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) [REDACTED] TEL. [REDACTED] EX. [REDACTED]

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

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

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

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

33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
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38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
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41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY (<i>Print</i>)		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT (<i>Location</i>)	
		42c. DATE REC'D (<i>YY/MM/DD</i>)	42d. TOTAL CONTAINERS

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	EST. QUANTITY	UNIT	UNIT PRICE	EST. AMOUNT
0001	GTMO Sealift Services FP-EPA	1	Lot	[REDACTED]	[REDACTED]

Regularly scheduled commercial liner transportation of containerized and break bulk cargo between Jacksonville/Blount Island, Florida (JaxPort/CONUS) and U.S. Naval Station Guantanamo Bay, Cuba (GTMO). Individual line item rates are listed in Attachment 2 and within the Carrier Analysis and Rate Evaluation Application (CARE SA).

Period of Performance: 1 April 2015 – 31 March 2016

FOB: Destination

SIGNAL CODE: A

EST. NET AMT

[REDACTED]

ITEM NO	SUPPLIES/SERVICES	EST. QUANTITY	UNIT	UNIT PRICE	EST. AMOUNT
1001		1	Lot		

OPTION

GTMO Sealift Services

FP-EPA

Regularly scheduled commercial liner transportation of containerized and break bulk cargo between Jacksonville/Blount Island, Florida (JaxPort/CONUS) and U.S. Naval Station Guantanamo Bay, Cuba (GTMO). Individual line item rates are listed in Attachment 2 and within the Carrier Analysis and Rate Evaluation Application (CARE SA).

Period of Performance: 1 April 2016 – 31 March 2017

FOB: Destination

SIGNAL CODE: A

EST. NET AMT

ITEM NO	SUPPLIES/SERVICES	EST. QUANTITY	UNIT	UNIT PRICE	EST. AMOUNT
2001		1	Lot		

OPTION

GTMO Sealift Services

FP-EPA

Regularly scheduled commercial liner transportation of containerized and break bulk cargo between Jacksonville/Blount Island, Florida (JaxPort/CONUS) and U.S. Naval Station Guantanamo Bay, Cuba (GTMO). Individual line item rates are listed in Attachment 2 and within the Carrier Analysis and Rate Evaluation Application (CARE SA).

Period of Performance: 1 April 2017 – 31 March 2018

FOB: Destination

SIGNAL CODE: A

EST. NET AMT

CONTRACT MINIMUM/MAXIMUM QUANTITY AND CONTRACT VALUE

The minimum quantity and contract value for all orders issued against this contract shall not be less than the minimum quantity and contract value stated in the following table. The maximum quantity and contract value for all orders issued against this contract shall not exceed the maximum quantity and contract value stated in the following table.

MINIMUM QUANTITY	MINIMUM AMOUNT	MAXIMUM QUANTITY	MAXIMUM AMOUNT
	\$1.00		\$50,000,000.00

DELIVERY/TASK ORDER MINIMUM/MAXIMUM QUANTITY AND ORDER VALUE

The minimum quantity and order value for each Delivery/Task Order issued shall not be less than the minimum quantity and order value stated in the following table. The maximum quantity and order value for each Delivery/Task Order issued shall not exceed the maximum quantity and order value stated in the following table.

MINIMUM QUANTITY	MINIMUM AMOUNT	MAXIMUM QUANTITY	MAXIMUM AMOUNT
	\$1.00		\$50,000,000.00

CLIN DELIVERY/TASK ORDER MINIMUM/MAXIMUM QUANTITY AND CLIN ORDER VALUE

The minimum quantity and order value for the given Delivery/Task Order issued for this CLIN shall not be less than the minimum quantity and order value stated in the following table. The maximum quantity and order value for the given Delivery/Task Order issued for this CLIN shall not exceed the maximum quantity and order value stated in the following table.

CLIN	MINIMUM QUANTITY	MINIMUM AMOUNT	MAXIMUM QUANTITY	MAXIMUM AMOUNT
0001		\$		\$
1001		\$		\$
2001		\$		\$

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

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 01-APR-2015 TO 31-MAR-2016	N/A	N/A FOB: Destination	
1001	POP 01-APR-2016 TO 31-MAR-2017	N/A	N/A FOB: Destination	
2001	POP 01-APR-2017 TO 31-MAR-2018	N/A	N/A FOB: Destination	

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	NOV 2013
52.203-3	Gratuities	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-13	Contractor Code of Business Ethics and Conduct	APR 2010
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights	APR 2014
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	JUL 2013
52.204-16	Commercial and Government Entity Code Reporting	NOV 2014
52.204-18	Commercial and Government Entity Code Maintenance	NOV 2014
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	AUG 2013
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	JUL 2013
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	DEC 2014
52.212-4	Contract Terms and Conditions--Commercial Items	DEC 2014
52.212-5 (Dev)	Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items (Deviation 2013-O0019)	DEC 2014
52.219-6	Notice Of Total Small Business Set-Aside	NOV 2011
52.219-8	Utilization of Small Business Concerns	OCT 2014
52.219-14	Limitations On Subcontracting	NOV 2011
52.222-3	Convict Labor	JUN 2003
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	MAR 2007
52.222-35	Equal Opportunity for Veterans	JUL 2014
52.222-36	Equal Opportunity for Workers with Disabilities	JUL 2014
52.222-37	Employment Reports on Veterans	JUL 2014
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010
52.222-41	Service Contract Labor Standards	MAY 2014
52.222-43	Fair Labor Standards Act And Service Contract Labor Standards - Price Adjustment (Multiple Year And Option Contracts)	MAY 2014
52.222-50	Combating Trafficking in Persons	FEB 2009

52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	AUG 2011
52.232-4	Payments Under Transportation Contracts and Transportation-Related Services Contracts	APR 1984
52.232-18	Availability Of Funds	APR 1984
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	DEC 2013
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.247-64 Alt I	Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) - Alternate I	APR 2003
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7003	Agency Office of the Inspector General	DEC 2012
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7012	Safeguarding of Unclassified Controlled Technical Information	NOV 2013
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	SEP 2004
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	JUN 2012
252.232-7010	Levies on Contract Payments	DEC 2006
252.232-7011	Payments in Support of Emergencies and Contingency Operations	MAY 2013
252.243-7002	Requests for Equitable Adjustment	DEC 2012
252.244-7000	Subcontracts for Commercial Items	JUN 2013
252.247-7027	Riding Gang Member Requirements	OCT 2011

CLAUSES INCORPORATED BY FULL TEXT

52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from **1 April 2015** through **30 September 2018**.

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

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

(End of clause)

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than **1 Forty Foot Equivalent 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 subparagraph (1) or (2) above.

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

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

(End of clause)

52.216-21 REQUIREMENTS (OCT 1995)

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

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

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

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

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

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after **30 September 2018**.

(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 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 42 months (includes the 6 month extension).

(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

(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):

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

(End of clause)

5552.216-9000 EVALUATION OF OFFERS SUBJECT TO AN ECONOMIC PRICE ADJUSTMENT CLAUSE (FEB 2009)

Offers shall be evaluated without an amount for an economic price adjustment being added. Offers will be rejected which: (1) in any way change the ceiling stipulated; (2) limit the downward adjustment; or (3) delete the economic price adjustment clause.

(End of provision)

5552.216-9003 USTRANSCOM TASK AND DELIVERY ORDER OMBUDSMAN (JUNE 2009)

In accordance with FAR 16.505(b)(6), the individual identified below is designated as the USTRANSCOM Task and Delivery-Order Ombudsman. The ombudsman is an independent official designated to review contractor complaints and to ensure contractors are afforded a fair opportunity to be considered, consistent with the procedures in the contract. Consulting the ombudsman does not relieve the contractor from performance requirements in the contract, nor alter or postpone any timelines for any other processes. Interested parties should first address their concerns, issues, disagreements, and/or recommendations to the contracting officer for resolution. If resolution cannot be made by the contracting officer, concerned parties may contact:

Chief, Business Support/Policy Division
Telephone Number: 618-220-7021 FAX: 618-220-7959

5552.216-9005 ECONOMIC PRICE ADJUSTMENT BASED ON ACTUAL COST OF BUNKER FUEL, DIESEL FUEL, AND CURRENCY RATE FLUCTUATIONS -- SEALIFT (NOV 2011) ALTERNATE II (NOV 2011)

Bunker Adjustment Factor (BAF)

1. An allowance for fluctuations in marine fuel prices shall be paid to the Contractors or to the U.S. Government in accordance with the following:
 - a. 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).
 - b. The Bunker Adjustment Factor is zero unless the one-month average fuel price is at least 20% higher or 20% lower (inclusive) than the baseline average fuel price. No bunker adjustment is payable on the routes not included in BAF Table 1 below.
 - c. The compensation per freight payable unit shall be calculated as follows:

$[(\text{Monthly Avg fuel price of MDO} \times 5\% + \text{Monthly Avg fuel price IFO 380} \times 95\% - \text{Baseline fuel price}) \times \text{BAF Technical Factor}] / 6.50$ (Conversion factor, Metric tons to barrels)

2. Baseline Fuel Price: The baseline is \$225.00 for Norfolk and \$225.00 for Los Angeles. The baseline is for a bunker fuel mixture of IFO 380 (95%) and MDO (5%). This baseline will apply to the base year and all option years.

3. Calculations: BAF shall be calculated using Norfolk (ex-wharf) prices except for routes below that shall use Los Angeles (ex-wharf) prices:

USWC to Far East
Hawaii - Far East
Hawaii - Kwajalein
USWC - Oceania
USWC - Middle East

- a. An average fuel price shall be computed by the Military Surface Deployment and Distribution Command (SDDC) for Los Angeles and Norfolk. This average price shall be calculated on or after the first of the month for the prior month and shall apply to shipments booked for sailings in the next month. The monthly computation of adjusted average fuel prices will be posted to the SDDC website no later than the 10th of the month prior to the month in which it will be applied. Example: The average fuel prices for calculation of BAF charges for March shall be based on bunker prices for the month of January.
- b. The scheduled month the vessel departs the load port at the time of booking shall determine the month for calculation of BAF charges.
- c. The source for bunker prices is Bunkerworld; <http://www.bunkerworld.com/>, which calculates bunker average monthly prices by port and fuel type. These prices are quoted in metric tons and shall be converted to barrels by dividing by 6.50. The IFO 380 and MDO average quotes shall then be averaged to calculate the monthly average fuel prices for Norfolk and Los Angeles.
- d. SDDC shall monitor, calculate and post BAF to the SDDC website.

4. Payment Procedures:

- a. For shipments paid using TPPS, 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 TPPS. Contractors using the TPPS invoice procedure shall include the applicable BAF amount (plus or minus) in their invoice.
- b. For all shipments other than those paid using TPPS, 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 U.S. 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	U.S. East Coast - Caribbean	0.52	0.92	0.05
42	U.S. Gulf Coast – Caribbean	0.80	1.49	0.05

(end of clause)

ADDITIONAL TERMS & CONDITIONS

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1. U.S. CARGO PREFERENCE ACT

2. MARITIME CLAUSES

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2.2 LIABILITY FOR LOST OR DAMAGED CARGO

2.3. SCOPE OF VOYAGES (LIBERTIES)

2.4. STRIKES

2.5. LIENS

2.6. FORCE MAJEURE**3. EXCEPTED CATEGORY CARGO****4. GENERAL AVERAGE****5. CYBER SECURITY REPORTING REQUIREMENTS****6. INVOICING AND PAYMENTS****1. U.S. CARGO PREFERENCE ACT**

In compliance with the U.S. Cargo Preference Act of 1904 (10 U.S.C. 2631), U.S. flag Carriers have been given preference for award of this contract. Carriers will not employ other than U.S. flag vessels for service under this contract unless the Contracting Officer has provided written exception.

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 multi-lateral 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 USC. 1300 et seq. (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. Notwithstanding 46 U.S.C.A. §30701 Section 3(6) and 49 U.S.C.A. §14706(e), the parties agree that the Government has 6 years from discovery of loss or damaged cargo, to file a claim with the contractor pursuant to the Contract Disputes Act. 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 United States Carriage of Goods by Sea Act 46 USC. 1300 et seq. (hereinafter "COGSA" or "the Act") 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.

Upon US Senate ratification of the United Nations Commission on International Trade Law (UNCITRAL) Convention on the Carriage of Goods Wholly or Partly by Sea (the Convention) or entry into force of the Convention (whichever event occurs first), the package limitation provisions of the Convention shall substitute for or otherwise stand in the place of the COGSA package limitation for the purpose of determining the limits of a Contractor's liability for loss or damage to US Government cargo if COGSA would otherwise apply based upon the mode of cargo transportation at the location where the loss or damage occurred.

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 Carriage of Goods by Sea Act, 46 USC 1300 et seq. 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 USC 183 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 Section 1304 of Title 46 of the United States Code (See also Paragraph 7.I.3). 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 USC §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 USC §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 USC §14706(a) notwithstanding 49 USC §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.

2.3. SCOPE OF VOYAGES (LIBERTIES)

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

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 U.S. 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 (eg., electronic mail), but it is understood that such notice may be delayed if it would put the vessel, her crew or cargo at risk of loss, damage or injury.

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 U.S. Government, the CO shall so advise the Contractor as soon as practicable. Thereafter, the CO and the Contractor shall, with all due diligence and good faith, endeavor to mutually agree upon the prudent disposition of the Cargo.

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

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-6 shipper under any Scope of Voyage (Liberties) or similar clause in any contract between the contractor and a non-contract-6 shipper. In no case shall an equitable adjustment duplicate compensation provided in a freight rate, accessorial charge or similar charge or otherwise reimburse the Contractor for costs chargeable (by the Contractor) to or otherwise allocable to a non-contract-6 shipper. If the contractor has been paid for delivery to destination, the CO will consider this fact in evaluating any request for an equitable adjustment or any government claim for a windfall to the contractor.

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

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. The vessel may carry seized contraband, explosives, munitions, warlike stores, hazardous cargo, and may sail armed or unarmed and with or without convoy.

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 U.S. Government dispose of the cargo or any part of it at the U.S. 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 U.S. Government under this Contract. The contractor further agrees that it will not take any action to seize, arrest, hold, or otherwise detain such cargo through any judicial process in the U.S. or any foreign country. The contractor agrees to insert this 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 U.S. 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).

3. EXCEPTED CATEGORY CARGO

Excepted category cargoes are listed below. Pursuant to FAR 52.212.4, Contract Terms and Conditions – Commercial Items, rates for their carriage may be negotiated by the Contracting Officer prior to booking. (The Contracting Officer is not required to ship excepted category cargo with the Contractor). The Contractor shall not accept excepted category cargo for shipment unless a rate for its carriage has been negotiated with the Contracting Officer or the Contracting Officer has issued an un-priced change order pursuant FAR 52.212.4, Contract Terms and Conditions – Commercial Items. 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 (single shipment quantity in excess of 50,000 pounds or 30 measurement tons.)
- 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.

5. CYBER SECURITY REPORTING REQUIREMENTS

The contractor shall provide an updated Information Assurance Report 30 days prior to exercise of an option period, if applicable.

The contractor shall report to the following two Government organizations as soon as possible upon discovery of any suspected cyber intrusion events that affect DOD information resident on or transiting the contractor's unclassified information systems.

1. USTRANSCOM Cyber Operations Center (CyOC)

E-mail: transcom.scott.tcj3.mbx.cyoc@mail.mil
Commercial Phone: 618-220-4222

2. USTRANSCOM Deployment and Distribution Operation Center (DDOC)

E-mail: transcom.scott.tcj3.mbx.ddoc-chief@mail.mil
Commercial Phone: 618-220-7700

Initial report shall be provided even if some details are not yet available, with follow-on detailed reporting within 72 hours. Reportable cyber intrusion events include the following:

1. A cyber intrusion event appearing to be an advanced persistent threat
2. A cyber intrusion event involving data exfiltration or manipulation or other loss of any DOD information resident on or transiting the contractor's, or its subcontractors', unclassified information systems

3. Intrusion activities that allow unauthorized access to an unclassified information system on which DOD information is resident or transiting

Definition of advanced persistent threat: An extremely proficient, patient, determined, and capable adversary, including two or more of such adversaries working together.

Incident Report Content

The incident report shall include, at a minimum, the following information:

1. Applicable dates (date of suspected compromise and date of discovery)
2. Threat methodology (all known resources used such as Internet Protocol (IP) addresses, domain names, copies malware, etc.)
3. An account of what actions the threat(s) may have taken on the victim system/network and what information may have been accessed
4. A description of the roles and functions of the threat-accessed system
5. An initial list of potentially impacted government programs and each program's classification
6. What information may have been exfiltrated that may impact government programs
7. A list of all employees and subcontracted employees who work or have worked with the victim system/network
8. A point of contact to coordinate damage assessment activities

Incident Report Submission

The contractor will submit unclassified network cyber incident reports to the USTRANSCOM Technical Information Analysis Center (TIAC) and USTRANSCOM designated government personnel via encrypted email or another mutually agreed upon secure communications method. Copies of malware require special handling and pre-coordination must be accomplished prior to submission.

6. INVOICING AND PAYMENTS

A. General Information

Invoices shall be submitted only after services included on the invoice have been satisfactorily performed (Ref FAR 32.905). Invoices shall be submitted within the timeframe requested under the established billing procedures stated below.

- Invoices shall be submitted to the SDDC G8 Accounts Payable Branch via email submission of a scanned image of the invoice in Portable Document Format (PDF). Submit invoices to the following addresses:
- usarmy.scott.sddc.mbx.g8-ap-invoices@mail.mil

For invoices submitted via email, the subject line must have the SCAC, Contract Number and Invoice Number in the subject line of the email. In addition, you can only submit one invoice per email per PCFN. The email submission must contain the invoice and all contract required supporting documentation to be considered a valid invoice submission. When required as part of the supporting documentation, an actual Excel spreadsheet must be submitted. Scanned copies of the spreadsheet are not acceptable. Scanned copy of the invoice with a "wet" signature or a public key infrastructure digital signature is acceptable. For hardcopy invoices there will be no acceptance of hand written invoices by the carrier, including hand written changes on an invoice.

- B.** In accordance with the Prompt Payment Act, payment terms are net 30 days from receipt of a proper invoice. Exceptions will be made for small businesses – the US Government's goal is to pay within 15 days from receipt of a proper invoice for the entities properly identified in the Central Contractor Registration (CCR) /

System for Award Management (SAM) database as small businesses. Proper invoices will be date stamped by the SDDC G8 Accounts Payable Branch upon receipt.

- C. Failure to provide required information and appropriate documentation for a specific container/piece of cargo shall result in a rejection of that portion 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.
- D. Invoicing Procedures for Services Ordered in IBS:
Procedures applicable to invoicing and payment for services ordered or modified thereafter in IBS.

Invoice Procedures: For all services, carriers will submit an invoice to SDDC G8 Accounts Payable Branch as cited in the above paragraph A. The contractor is entitled to payment for services ordered and performed (for services ordered at time of booking and the reconciled manifest function as evidence of performance). Invoices with proper documentation should be submitted no later than 30 days from the date charges occur. However, the US Government will consider and process invoices submitted after 30 days so long as they are properly supported and the claimed services can be verified.

A proper invoice contains the following information:

- Contractor Name and Address
- Invoice Date and Invoice Number
- Contract Number
- Military Voyage Document Number
- Defense Transportation Regulation (DTR) POE/POD codes (no more than 1 per invoice)
- Port Call File Number (PCFN)
- Contractor Booking Number
- Contractor Bill of Lading Number
- Description, quantity, unit of measure, unit price and extended price of services performed. The invoice must provide sufficient detail so as to enable verification and certification by the US Government.
- For each container shipment:
 - Size and type of container
 - Sail Date
 - Van TCN
 - Container number with alpha prefix
- For each break-bulk or multi modal (including air) shipment:
 - Type of cargo
 - Pieces, weight, and cubic feet
 - Sail Date
 - IBS TCNs (listed in alphanumeric order)
- Services should be broken down by Contract Line Item (CLIN), i.e., drayage, line haul, ocean transportation, etc., and the specific service. Example: Drayage, Norfolk, Zone 2: Drayage, Norfolk to Newport News
- For One Time Only (OTO) shipments a reference to the relevant modification number and/or Notice of Acceptance.
- Name and address of contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment)
- ****Certification Statement signed by authorized contractor representative: “I hereby certify that the above bill is correct and just, and services were performed”.**

E. General Invoicing Procedures for Non-IBS Ordered Services:

Procedures applicable to invoicing and payment for priced services or pass through charges that cannot be ordered or modified in IBS.

- a. Electronic Invoice Procedures – please see Paragraph A above.
- b. A proper invoice contains the following information:
 - Contractor Name and Address
 - Invoice Date and Invoice Number
 - Contract Number & Contract Iteration (e.g. USC-5/6/7)
 - Invoice Type (e.g. Container Detention, Port Storage)
 - Taxpayer Identification Number
 - Port Call File Number (PCFN)
 - Contractor Booking Number
 - Description of Charges
 - Dollar Amount of Invoice
 - Name and address of contractor official to whom payment is to be sent (must be the same as what is in the contract or in a notice of assignment)
 - Any additional information as requested by the billing procedure.
 - ****Certification Statement signed by authorized contractor representative: “I hereby certify that the above bill is correct and just, and services were performed”.**
- c. Pass- through charges: Contractor shall submit these charges with supporting documentation. Supporting documentation must include: notification email to the applicable COR identifying charges that may be incurred PRIOR to charges being incurred, approval email from COR to bill for pass through charges, copy of third party invoice and basis for rate being charged (e.g. applicable port tariff) and proof of payment to third party. For re-working of containers/cargo due to rejection by port or rail authority, a copy of the inspection report identifying reasons for rejection must be provided. Invoices with proper documentation should be submitted no later than 30 days from the date charges occur or within 5 days of payment to the 3rd party. However, the US Government will consider and process invoices submitted after 30 days so long as they are properly supported and the claimed services can be verified. Contractor will provide supporting documentation to support charges as requested by the US Government.
- d. Defense Base Act: Invoices submitted for Defense Base Act Insurance will be submitted as a “Pass through Charge” and accompanied by a copy of the current insurance policy and proof of payment to the insurance underwriter. Invoices with proper documentation should be submitted no later than 30 days from the date charges occur or within 5 days of payment to the 3rd party. However, the US Government will consider and process invoices submitted after 30 days so long as they are properly supported and the claimed services can be verified. For contractors with subcontractors who purchase DBA insurance under this requirement, a copy of the subcontractor’s payment to the insurance underwriter, copy of the subcontractor’s invoice to the prime contractor seeking reimbursement and payment documentation of the prime contractor’s reimbursement to the subcontractor shall be provided.
- e. Futile Trip: Invoices will be submitted as a “Pass - Through Charge”. Invoices with supporting documentation should be submitted no later than 30 days from the date the futile trip occurred. In addition to the invoice summary in item E above, the invoice should include the following supporting documentation:

- Notification email to the cognizant COR, outlining the details and the date the futile trip was incurred.
- Authorization email from COR for Pass – Through invoice submission.
- Copy of third party invoice/basis for rate.
- Proof of Payment of Third Party Invoice – no hand written invoices will be accepted.
- Any other documentation verifying proof of costs incurred and paid.

LIST OF ATTACHMENTS

1. PERFORMANCE WORK STATEMENT DATED 14 AUGUST 2014
2. RATE SCHEDULE (Proprietary – Incorporated into the contract but not authorized for public release)
3. SCA WAGE DETERMINATION

PERFORMANCE WORK STATEMENT
Sealift Transportation Services - Guantanamo Bay, Cuba (GTMO)
Military Surface Deployment and Distribution Command (SDDC)

14 August 2014

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SECTION 1 BACKGROUND

1.A. 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 and U.S. Naval Station Guantanamo Bay, Cuba (GTMO).

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 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 Vehicle's (POV), household goods, subsistence, accepted hazardous materials as stated in Appendix V, and any other cargo shipped by the Department of Defense (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) 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

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

3.B.1 Booking Acceptance

3.B.1.1 Issuance of a booking number by the Contractor through EDI, Integrated Booking System (IBS), Ocean Carrier Interface (OCI), Direct Booking, email, or facsimile to the US Government constitutes acceptance of booking. The parties may subsequently agree to amendments/changes prior to delivery.

3.B.1.2 The Contractor shall accept bookings, up to a vessel's space commitment, if the booking is received no less than 5 business days prior to a local cutoff. Empty US Government-owned or 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.2 Response to Booking Requests

The Contractor shall accept, reject or counter 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 or counter by 1200 local time of the next business day. For hazardous cargo, Contractor shall respond to cargo offerings within 48 hours after shipper has provided relevant hazardous information to Contractor for determination of acceptance/rejection of cargo offering.

3.B.3 Automated Booking

The Contractor shall implement an automated booking capability via EDI or OCI with the IBS within 30 business days after award of contract. 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. The Contractor shall have one business day to counteroffer any booking processed automatically. For hazardous cargo, the Contractor shall accept cargo offerings within 48 hours after shipper has provided relevant hazardous information.

3.B.4 Schedule Maintenance

3.B.4.1 Southbound

3.B.4.1.1 The contractor shall maintain a scheduled service southbound, Jacksonville/Blount Island to GTMO. 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. Transit time from Jacksonville/Blount Island to GTMO is a maximum of 7 calendar days.

3.B.4.1.2 Cargo Receipt Time: 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.4.1.3 Arrivals and departures at GTMO may not be on weekends or outside normal business hours. Business hours are contained in Appendix I.

3.B.4.2 Northbound

3.B.4.2.1 The Contractor shall maintain a scheduled service northbound GTMO 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. Transit time from GTMO to Jacksonville/Blount Island is a maximum of 18 calendar days.

3.B.4.2.2 The Contractor shall provide and continually maintain vessel schedules in the Integrated Booking System (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 Ordering Officer (OO) no less than seven (7) calendar days prior to the next scheduled port call. Any slippage in scheduled sailing date/arrival date by more than one (1) calendar day shall be reported in writing to the OO and COR and updated by the contractor in IBS.

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.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 outloading operations. The expense for operating equipment pools must be borne solely by the Contractor to include establishing, managing and disestablishing pools. The Contracting Officer may add equipment pools at his/her discretion.

3.C.2 Spot Date

3.C.2.1 At least 1 day prior to the spot date annotated in the booking, the Contractor shall notify the cognizant Ordering Officer 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) that the inability to spot the container as agreed is the result of the Government's failure to unstuff and release an empty container to the Contractor within a reasonable time to meet the required spotting date and 2) that it advised the OO of such inability at least seven calendar days prior to the required spotting date.

3.D. Ocean Transportation

3.D.1 Port Operations

The contractor is responsible for port operations, to include terminal operations and stevedoring. The Contractor shall provide warehousing in Jacksonville/Blount Island and pre-position 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.2 Cargo Lift, Advancement and Rolls

3.D.2.1 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.D.2.2 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 shipper and origin OO when cargo is advanced.

3.D.3 Improper Documentation

If the Government does not provide the Contractor with the correct container documentation at the time and location of Contractor acceptance, the Contractor may refuse to accept the

container. If the Contractor chooses to pick-up or accept the container, the Contractor shall provide the cognizant SDDC manifesting activity with all the missing receipt or lift data in order that the container can be completely identified for onward movement. This information must be provided within one (1) 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.E. Destination Services

3.E.1 Delivery to Destination

The contractor shall deliver cargo on or before the RDD established in the booking.

3.E.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.E.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.E.4 Container Pickup/Return

The Contractor shall remove empty containers from US Government facility within 3 calendar days after receiving notice. The US Government may submit to the Contractor documentation for payment of additional costs incurred as a result of the Contractor's delay as a result of the Contractor's delay in picking up the empty container.

3.F. POV Requirements

3. F.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 NAVSTA GTMO terminal, and from/to service members at the Contractor's Jacksonville/Blount Island, FL terminal.

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

The Contractor shall document the receipt of Privately Owned Vehicles (POVs) from owner or owner's agent, process vehicles for ocean transit, and process POVs for delivery to the owner when ordered by the OO. The 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. Storage charges will be paid in accordance with contract invoicing instructions if storage is required, beyond thirty (30) business days in the Contractor's Jacksonville/Blount Island facility.

3. F.1.1.1 Guantanamo Bay, POV Processing

The Contractor shall receive/issue POVs from/to service members or the Government agent at the NAVSTA GTMO 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.

http://www.transcom.mil/dtr/part-iv/dtr_part_iv_app_k_3.pdf

The Government will provide POV storage facilities at GTMO for use by the Contractor.

3. F.1.1.2 POV Processing charges shall be paid once for each POV processed in accordance with the rates set forth in the Table of Accessorial Rates in CARE SA. This rate will be applicable to all POVs delivered to the Contractor for transport to and from GTMO. 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. F.2 POV Shipping (Government Sponsored PCS Moves Only)

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 Contract (GTMO) 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.

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. 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 are not limited to: requests for reimbursement of rental car expenses; requests for reimbursement of temporary lodging expenses. In the event of an inconvenience caused through the fault or negligence of the contractor (e.g., POV does not arrive as scheduled) the contractor 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.

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. F.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.G. General/Administrative

3.G.1. Regulatory Compliance

The Contractor shall comply with regulations of Federal Maritime Commission (FMC), U.S. Coast Guard (USCG) and the Surface Transportation Board (STB), Department of Transportation and/or other US Governmental agencies, 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.

3.G.2 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.

3.G.3. Hazardous Cargo

3.G.3.1 Limitations of Contractor's Obligation

3.G.3.1.1 The US Government shall provide accurate and timely hazardous cargo documentation in accordance with applicable laws and regulations.

3.G.3.1.2 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.G.3.2. 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.G.3.3 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 and 262.20(b). 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.G.3.3.1 Tank Container Service. HAZMAT will be containerized in Government Bulk Fuel Tank Containers. The Contractor must comply with all applicable U.S. and foreign laws and/or regulations established for transportation of such cargo including but not limited to Title 49 of the Code of Federal Regulations, Part 171 et seq. (CFR et seq.) and the International Maritime Organization (IMO) regulations. If the 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.G.3.4 Spill Reporting – In the event of an accidental discharge of the hazardous material during transporting the Contractor is required to take immediate action to protect human health and the environment as defined in 49 C.F.R. 171.15 and must be reported verbally and in writing to the National Response Center, Office of Hazardous Material Regulations Department of

Transportation, Washington, DC 20590. See 33 CFR 153.203, 40 C.F.R. 263.31, State and local laws may require additional notifications. 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.G.3.5 Storage – The Contractor may store material en route up to ten (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 TSD facility. If storage exceeds the ten 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 DOT shipping descriptions into the same container must also meet the standards applicable to hazardous wastes shippers.

3.G.3.6 HAZMAT under this contract, may include, but not is limited to, the following items listed: batteries (wet filled with acid), engine starting fluid, flammable liquid (toxic, n.o.s.), gases (liquefied), hypochlorite solution (bleach), lighters, oxygen (compressed), petroleum distillates n.o.s., petroleum, and windshield washer solvent.

3.G.3.7 Provide Hazardous Waste Containers. The Contractor shall provide empty containers with applicable placards at GTMO 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 biphenyl (PCB)'s, regulated and non-regulated flammables, and oils and lubricants.

3.G.3.8 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.G.4 Equipment

3.G.4.1 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.G.4.2 Refrigerated (REEFER) Equipment

3.G.4.2.1 The Contractor shall provide refrigerated containers to the consignor in accordance with the booking to include pre-cooling when requested by the OO.

3.G.4.2.2 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.G.4.2.3 The Contractor shall provide refrigerated containers that are capable of operating at 277/480 electrical volts with separate wires and plugs for reefers.

3.G.4.2.4 The Contractor is solely responsible for maintenance and fuel of refrigerated containers.

3.G.4.2.5 The Contractor shall deliver refrigerated container to consignee with a full tank of fuel. 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.G.4.2.6 The Contractor shall provide continuous measurement of internal temperature using a Ryan-type recorder or equivalent capable of continuous recording from availability date for a minimum period of 90 calendar days to provide consistent reporting and equipment supply. Contractor shall provide measurement data upon request from the US Government.

3.G.4.2.7 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.G.4.3 Chassis Requirements

Containers delivered to the US Government or spotted by the Contractor must be 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.G.4.4 US Government Furnished Containers (GFC): The US Government may book cargo for carriage in Government-owned or leased containers or may book carriage of empty Government owned or leased containers. Such containers will typically be 20 and or 40 foot closed top, dry ISO cargo containers, although, other types and sizes of containers may be used. The Contractor will furnish any additional equipment, including chassis, necessary for the carriage of cargo in GFCs in accordance with the provisions of this contract and the requirements of particular Shipping/Delivery Orders. All provisions of this contract shall apply to the carriage of cargo in GFCs in the same manner that they apply to the carriage of cargo in the Contractor's container. The Contractor shall not be entitled to container 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.G.4.5 Leasing of Contractor Equipment

Upon request of the CO, the Contract Administrator, or COR, the Contractor shall furnish containers, flat-racks, and chassis, also a generator set if necessary, for lease in connection with

land and ocean transportation of Government cargo arranged under this contract or in support of sustainment operations. Equipment so leased may be transported aboard any vessel designated by the government and may be transported inland by any means available to the Government. Unless otherwise agreed, the Government shall return 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.G.5 Quality Control, Reporting, and Records

3.G.5.1 Quality Control

3.G.5.1.1 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 Contracting Officer and Contracting Officer's Representative upon request.

3.G.5.1.2 The Contractor shall promptly notify the appropriate Contracting Officer Representative (COR) of any problems or failures that may affect performance. 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.

3.G.5.1.3 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. 3.G.5.1.4 Quality Council Meetings

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

3.G.5.1.5 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 Contracting Officer will establish the format and frequency of such reports.

3.G.5.1.6 Retention of Records: The Contractor shall maintain and, upon request, provide to the Contracting Officer such documentation deemed relevant to performance of transportation services ordered under the terms of this contract. Records will be maintained and available to the Contracting Officer throughout the term of the contract and for three years after final payment in accordance with FAR 52.212-5(d).

3.G.6 Electronic Commerce / Electronic Data Interchange (EDI)

3.G.6.1 The Contractor shall use Electronic Data Interchange (EDI) or IBS Ocean Carrier Interface (OCI) module (or successor system) as the primary means for interfacing with SDDC for all bookings.

3.G.6.2 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.G.6.3 The Contractor shall receive or transmit, as appropriate, the following transactions sets:

3.G.6.3.1 Contractor receiving order data, 300 (Delivery order, the booking, including increases and decreases or any modification to the original booking)

3.G.6.3.2 Contractor ordering confirmation data, 301 (Confirmation of order, Contractor to OO)

3.G.6.3.3 Cancellation data from OO, 303 (OO Cancellation)

3.G.6.3.3 Shipping Instructions, 304

3.G.6.3.4 Contractor shipment status reporting data, 315

3.G.6.4 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.G.6.5 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.G.6.5 identifies specific events that require reporting. The Contractor shall submit all reports within 24 hours of accomplishment.

Table 3.G.6.5 Reportable Shipment Status Events

CODE	DEFINITION	NOTES
EE	Empty spotted	Container pick up in lieu of actual spot is acceptable for shippers with container pools. Required for other than pool locations (NOT REQUIRED FOR BREAKBULK)
W	Pickup of Loaded container/Breakbulk	This transaction is required at the time customer turns over possession to Contractor
I	In-gate at Port of Embarkation (POE)	This transaction is required at the POE
AE	Loaded on Vessel	This transaction is required at the POE and required at all transshipment ports
VD	Vessel departure	This transaction is required at POE and required at all transshipment ports
VA	Vessel arrival	This transaction is required at the 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 (Port and Door bookings)
AV	Available for Delivery	This transaction will be auto-generated upon US Government approval of a Contractor submitted request in the Delay Request and Authorization Portal (D-RAP) for accrual of driver wait time at final destination.

RA	Contractor notification container is available for pickup	This transaction will be auto-generated based on the US Government notification to the Contractor that the Contractor owned container is available for pickup
X1	Delivery to consignee	This transaction is required when shipment is delivered to consignee
EC	EC	<p>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.</p> <p>Each container shipment container return event should be documented with either an RD or an EC but never both.</p> <p>(NOT REQUIRED FOR BREAKBULK)</p>
RD	Return of empty container to Contractor after delivery.	<p>This transaction is required for container shipments when the Contractor has regained possession of its asset after delivery (X1).</p> <p>Each container shipment container return event should be documented with either an RD or an EC but never both.</p> <p>(NOT REQUIRED FOR BREAKBULK)</p>
SD	Authorized shipment delay	This transaction will be auto-generated upon US Government approval of a Contractor requested delay submitted via D-RAP.
BD	End of authorized shipment delay	This transaction will be auto-generated upon US Government approval of a Contractor requested delay end submitted via the D-RAP.

3.G.7 Additional Guidance on Specific Transactions

3.G.7.1 AV Transactions

3.G.7.1.1 AV may be submitted only to document accrual of driver wait time at final destination. Direct submission of AV EDI transaction by Contractor will result in invalidation of AV EDI transaction.

3.G.7.1.2 The Contractor shall submit a request for an AV to the US Government via the D-RAP within 2 business days of the event causing the delay. The US Government has 3 business days to respond to the request from the Contractor via D-RAP. Following US Government authorization of a Contractor's request for an AV, the AV transaction will be auto-generated and distributed. If an authorization is not approved or denied by the SDDC COR in D-RAP within 3 business days, the Contractor's request will be auto-approved and the AV transaction will be auto-generated and distributed. The Contractor must submit supporting documentation with the AV request submitted via D-RAP. The US Government may deny the AV request if justification is not provided.

3.G.7.1.3 SD and BD transactions:

3.G.7.1.3.1 The SD and BD transactions will be auto-generated by the D-RAP based on US Government approval of a Contractor request to indicate start or stop of an authorized delay. These transactions will be generated only upon authorization from the US Government.

3.G.7.1.3.2 SD: The Contractor shall submit a request for an authorized delay to the US Government via the D-RAP within 2 business days of the event causing the delay. The US Government has 3 business days to respond to the request from the Contractor via the D-RAP. Following US Government authorization of a Contractor's request for delay via the D-RAP, the SD transaction will be auto-generated and distributed. If an authorization is not approved or denied by the US Government in the D-RAP within 3 business days, the Contractor request will be auto-approved and the SD transaction will be auto-generated and distributed. The Contractor must submit written justification with the delay request submitted via the D-RAP. The US Government may deny the delay request if adequate justification is not provided.

3.G.7.1.3.3 BD: The Contractor shall submit a request to end the authorized delay via the D-RAP. Following US Government authorization of a Contractor's delay end request via the D-RAP, the BD transaction will be auto-generated and distributed. If the US Government determines that the Contractor's reporting of the delay duration is inflated, the previously approved delay authorization may be voided. In this case, the US Government will approve the delay end date to match the delay start date, resulting in the RDD not being extended.

3.G.7.1.3.4 The SD/BD transaction pair generated via the D-RAP may recommit the Contractor to a new delivery date defined as: $RDD + (\# \text{ days elapsed from SD to BD})$. For a shipment RDD

to be potentially amended, both an SD and BD transaction must be authorized and generated via the D-RAP. Documentation supporting the SD/BD transaction pair will be submitted via the D-RAP. If delay start and delay end dates are known at time of submission of delay start, a round trip delay can be submitted via D-RAP

3.G.7.1.3.5 If an onward movement EDI is submitted prior to the request to end the delay, the D-RAP will queue the delayed shipment record for auto-closing. If an end delay request is not submitted within 96 hours of the queuing of the shipment record for auto-closing, a BD transaction ending the delay will be auto-triggered by the D-RAP. The BD event date will equal the event date of the begin delay SD transaction, resulting in no adjustment to the shipment RDD.

3.G.7.2 Manual Operational Reports

The Contractor shall submit specific cargo movement information in connection with cargo at that port. Report format, distribution, submission schedule and medium are described at Appendix IV.

- Cargo
- Contractor Containerization Lift Information –
- Pre-Arrival Notice
- Cargo not lifted as booked / booked and not lifted

3.G.7.3 Daily Position Reports: The Contractor shall furnish the Government with the daily position of the vessel(s) serving this Contract.

3.H Exceptions to Normal Service

3.H.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. The Contractor shall notify the OO, the Contractor's COR and the applicable SDDC Battalion, in writing within 24 hours when futile trip is incurred. Futile trip charges must be authorized by the cognizant COR prior to invoice submission to SDDC G8.

3.H.2 Government Failure to Timely Release Containers

3.H.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.H.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, invoices should be submitted in accordance with contract invoicing procedures.

3.H.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.H.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.H.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.H.4 Delay of Scheduled Sailings

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

3.H.4.2 Container Release. The Government may allow the container to move on the delayed sailings.

3.H.4.3 Move to Another Shipping Place. The Government may order the Contractor to move the containers to another place. The Contractor shall bear all costs for such movement, including the removal of the containers from the vessel and placement on a chassis.

3.H.5 Contractor Failure to Load Containers

3.H.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.H.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.H.5.3 Move to Another Shipping Place. The Government may order the Contractor to move the cargo to another place and the Contractor shall bear all cost of such movement. The Contractor shall also be liable for linehaul, and any other expenses, paid by the Government for movement

of the cargo over that rate which would have been paid to the Contractor if it had been loaded as originally booked.

3.H.5.4 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.H.6 No Fault Failure to Meet Sailing

3.H.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.H.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.H.6.3 Move to Another Shipping Place. The Government may order the Contractor to move the container to another place. The Government shall bear all costs for such movement.

3.H.6.4 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.H.7 Diversion for the Convenience of the Government

Upon written direction by the Contracting Officer, 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 quoted 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.H.8 Transfer of Containerized Cargo

3.H.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 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.H.8.2 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.H.9 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.H.10 Damage to Contractor Equipment

3.H.10.1 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.H.10.2 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.H.10.3 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.H.10.3.1 At the time custody of the equipment is returned by the US Government to the Contractor; or

3.H.10.3.2 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.H.10.3.3 The Contractor will submit costs directly to the Contracting Officer as a request for an equitable adjustment to the contract for reasonable, allocable, incurred costs with supporting documentation.

3.H.11 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.H.12 Changes to Service

If the Contractor wishes to materially change its service, the Contractor must submit to the Contracting Officer 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 Contracting Officer 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 Contracting Officer. 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.

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.3.1.

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

4.A.2 Performance Objectives

4.A.2.1.1 Performance Objective No. 1: On-Time Delivery

4.A.2.1.2 The Contractor shall deliver the cargo not later than the Required Delivery Date (RDD) specified in the booking. Delays may be authorized by the US government with prior

approval. A Modified RDD may be assigned based on the length of the delay authorized in advance 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 Electronic Data Interchange (EDI), or the Ocean Carrier Interface (OCI) as required by Section 3.A.12.

4.A.2.2.2 Required transactions for containers: EE, 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 80% weight and submission timeliness considered at 20% weight. Each transaction will be independently measured. For example, if the Contractor submits seven timely transactions out of eight required breakbulk transactions, the Contractor would receive 87.5% credit for ITV on that shipment.

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.G.7.1.3.1 applies. In either case, X1 is a mandatory EDI transaction for all shipments unless the shipment is cancelled or decreased.

4.A.3 Performance Objective Assessment

4.A.3.1 Performance assessments will be prepared on a monthly basis by the close of business on the 15th business day of each calendar month. The SDDC G9 COR will coordinate with the Contractor to resolve all disputed performance assessment data prior to the posting of the Monthly Performance Assessment. The Government may 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.3.1.

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 %

4.A.4 Performance Rating

4.A.4.1 The US Government will, as suggested in Table 4.A.2.2.1 below, assign a Contractor Rating to the Contractor's Performance Score.

Table 4.A.4.1.

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

4.B. Additional Performance Indicators (API)

4.B.1 Overview

4.B.1.1 Contractor performance will also be considered on a monthly basis based on the API listed in table below.

Table 4.B.1.1

API No. 1	Contractor Deficiency Notices
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4.B.1.2 Compliance with Contract Terms and Conditions (CCTC) (API No. 1)

4.B.1.3 The Contractor will perform contract in accordance with all terms and conditions in the contract. CCTC will be measured based on the Contractor’s total number of Contractor Deficiency Notices (CDN) against the Contractor’s total shipments with an RDD in the same month as the shipment associated with the CDN.

SECTION 5 RATE RULES

5.A. Application of Rates

5.A.1 Expression of Rates.

All rates appearing in CARE SA are stated in U.S. 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, flat rack service and recyclable cargo.

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

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 Milage Rates

5.A.5.1 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. The US Government shall provide notification of changes in the software version and software vendor. A commercial product will be utilized within DTOD to ensure DOD compliance that shall produce distance calculations.

5.A.5.1.1 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.5.2 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 sixty (60) days or is estimated to occur six (6) times in a year, a single factor rate should be established.

5.A.6 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.7 Accessorial Services

5.A.7.1 Controlled Atmosphere: The Contractor will be paid the Controlled Atmosphere rate in accordance with the Rate Guide when such equipment is ordered and provided by the Contractor.

5.A.7.2 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.7.3 POV Processing Charge: The Contractor shall provide the services detailed in 3.F and shall be paid in accordance with the rates set forth in the Table of Accessorial Rates in CARE SA.

5.A.7.4 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 Attachment 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.7.5 Respot Service: The Contractor shall provide respot service in GTMO 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. Re-spot charges shall be paid in accordance with the rates set forth in the Table of Accessorial Rates in CARE SA.

5.A.7.6 Flat Rack Surcharge: The Contractor guarantees the required number of flat-racks 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.7.7 SuperCargo Service: The Contractor shall be paid the rates as indicated in the CARE SA on per individual/per day basis.

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 flat rack 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).

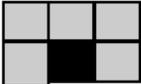
5.B.1.4 Accessorial services provided by the Contractor, in connection with service provided to US Government containers, shall be at the rates contained in the Schedule of Rates (CARE SA).

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 U.S. Government mutually agree to this at the time of cargo booking. For example, cargo 24 feet in length shall be loaded on a 40-foot flat rack, not a 20-foot flat rack.

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 flat rack container):

In gauge:	$\frac{\text{BOF (Basic ocean freight)} + \text{FRS (Flat rack surcharge)}}{\text{TP (Total price)}}$	
Over height:	$\frac{\text{BOF} + (\text{BOF} \times 65\%) + \text{FRS}}{\text{TP}}$	 
Over width:	$\frac{\text{BOF} + ((\text{BOF} \times 2) \times 65\%) + \text{FRS}}{\text{TP}}$	
Over height and Overwidth	$\frac{\text{BOF} + ((\text{BOF} \times 5) \times 65\%) + \text{FRS}}{\text{TP}}$	

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 U.S. 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.

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 U.S. Government and the Contractor mutually agree to do so at the time of cargo booking.

APPENDIX I - GUANTANAMO BAY CUBA (GTMO) TRANSPORTATION REQUIREMENT

1. A.1. Description of GTMO Environment

1. A.1.1. Port Characteristics

1. A.1.1.1. Physical Characteristics/Equipment. Naval Station (NAVSTA) GTMO is a United States Government controlled facility. The GTMO pier supports single and dual axles. The placement of any type of crane at Guantanamo Bay, Cuba wharf 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 GTMO for use by the Contractor. Water depths at pier side are normally 34 feet. Harbor seas between one to three feet are not unusual. All transportation of and intermodal equipment to be furnished at GTMO is at Contractor’s expense.

1. A.1.1.1.1. Port Services. Port services in GTMO are Contractor operated. Barge/vessel discharge and loading operations can be conducted 24 hours a day. Discharge and loading operations will normally be conducted, as required, on recognized U.S. Holidays. There are no Government stevedore services available.

1. A.1.1.1.2. GTMO is a minimum manned Contractor-serviced port. Normal harbor access hours are Mon-Fri, 0800-1600 Local Time.

1. A.1.1.1.3. One Navy Harbor Pilot and three 2000SHP Tugs are available, NAVBASE provides linehandlers. U S Navy units are the only units to receive routine brow support. USCG and commercial vessels provide their own support.

1. A.1.1.1.4. Maximum Draft for any ship going pier-side is 34 ft.

1. A.1.1.1.5. GTMO has the following berths available for use:

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

1. A.1.1.1.6. Anchorages BRAVO through CHARLIE are available with depths ranging from 36 to 48 feet, and are best seen on Chart 26230.

1. A.1.1.1.7. Diesel Fuel Marine (DFM) is available at all berths via 4-inch connection at a rate of 600 GPM. JP5 and MOGAS are also available. A Defense Energy Support Center (DESC) account must be set up in advance to purchase fuel in GTMO.

1. A.1.1.1.8. Piers are not equipped for Collection Holding and Transfer (CHT), limited truck services are available through local Contractor.

1. A.1.1.1.9. Due to limited facilities, oily waste disposal is available on an emergency basis only. The Contractor must request pricing locally for the type of waste.

1. A.1.1.1.10. Phone lines are available on the pier. Ships must hook up own phones. For DSN service, a memo signed by the Commanding Officer with the full name, rank and the last four of their SSN is required to authorize personnel to use DSN.

1. A.1.1.1.11. Due to water restrictions, fresh water wash downs are prohibited in port.

1. A.1.1.1.12. Contact Port Control via Channel 12 and 16 two (2) hours prior to entering and departing port.

1. A.1.1.1.13. Ship must conduct a security call to all concerned traffic, via Channel 12 and 16, thirty (30) minutes prior to arrival and before getting underway.

1. A.1.1.1.14. Ship will be met at the southern boundary and escorted by port security.

1. A.1.1.1.15. Due to the high cost of hazardous waste management from this remote location, solid hazardous waste will only be accepted for disposal from ships only if considered by the Commanding Officer as mission essential.

1. A.1.1.1.16. POC Harbor Pilot, COMM 011-53-99-4898, or as revised by the Government.

1. A.1.1.1.17. NAVSTA GTMO has 16 receptacles for plugging in refrigerated containers. These receptacles are located on the back side of Building 260, Cold Storage which is approximately 300 feet from Wharf Bravo where the vessel normally load/unload cargo. There are at least three or four other locations on the base where consignees take possession of refrigerated containers that do not have any plug-in receptacles. All reefer containers should be self-sustaining.

1. A.2. GTMO AND JAX Port Security Requirements

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

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

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

1. A.2.4. Vessel Crew Requirements – TWIC card required for JAXPORT access for all personnel under this contract. Crew members must meet NAVSTA GTMO entrance requirements for crew to depart barge upon arrival. Vessel Crew and all Personnel working contract will have at a minimum ANACI background check and have no felony charges.

APPENDIX II - CITY GROUPS

City Report by Locations in CARE

RFP Cd: 0018

City Group:	Drayage Zone:	Country:	State:	City:
LAMONT		UNITED STATES	FL	LAMONT
MIAMI		UNITED STATES	FL	MIAMI
NORFOLK (SBDJ)		UNITED STATES	VA	CHESAPEAKE
NORFOLK (SBDJ)		UNITED STATES	VA	HAMPTON
NORFOLK (SBDJ)		UNITED STATES	VA	NEWPORT NEWS
NORFOLK (SBDJ)		UNITED STATES	VA	NORFOLK
NORFOLK (SBDJ)		UNITED STATES	VA	PORTSMOUTH
NORFOLK (SBDJ)		UNITED STATES	VA	SUFFOLK
NORFOLK (SBDJ)		UNITED STATES	VA	VIRGINIA BEACH
NORFOLK (SBDJ)		UNITED STATES	VA	YORKTOWN
VALDOSTA		UNITED STATES	GA	VALDOSTA
	GUANTANAMO,CUBA	CUBA		GUANTANAMO BAY
	JACKSONVILLE/BLOUNT ISLAND US	UNITED STATES	FL	ATLANTIC BEACH
	ACKSONVILLE US	UNITED STATES	FL	BRYCEVILLE
	JACKSONVILLE/BLOUNT ISLAND US	UNITED STATES	FL	CALLAHAN
	JACKSONVILLE/BLOUNT ISLAND US	UNITED STATES	FL	FERNANDINA BEACH
	JACKSONVILLE/BLOUNT ISLAND US	UNITED STATES	FL	GLEN SAINT MARY
	JACKSONVILLE/BLOUNT ISLAND US	UNITED STATES	FL	GREEN COVE SPRINGS
	JACKSONVILLE/BLOUNT ISLAND US	UNITED STATES	FL	HILLIARD
	JACKSONVILLE/BLOUNT ISLAND US	UNITED STATES	FL	JACKSONVILLE/BLOUNT ISLAND
	JACKSONVILLE/BLOUNT ISLAND US	UNITED STATES	FL	JACKSONVILLE/BLOUNT ISLAND BEACH
	JACKSONVILLE/BLOUNT ISLAND US	UNITED STATES	FL	LAWTEY
	JACKSONVILLE/BLOUNT ISLAND US	UNITED STATES	FL	MACCLENNY
	JACKSONVILLE/BLOUNT ISLAND US	UNITED STATES	FL	MIDDLEBURG
	JACKSONVILLE/BLOUNT ISLAND US	UNITED STATES	FL	NEPTUNE BEACH
	JACKSONVILLE/BLOUNT ISLAND US	UNITED STATES	FL	ORANGE PARK
	JACKSONVILLE/BLOUNT ISLAND US	UNITED STATES	FL	PONTE VEDRA BEACH
	JACKSONVILLE/BLOUNT ISLAND US	UNITED STATES	FL	RAIFORD
	JACKSONVILLE/BLOUNT ISLAND US	UNITED STATES	FL	SAINT AUGUSTINE
	JACKSONVILLE/BLOUNT ISLAND US	UNITED STATES	GA	SAINT GEORGE
	JACKSONVILLE/BLOUNT ISLAND US	UNITED STATES	FL	STARKE
	JACKSONVILLE/BLOUNT ISLAND US	UNITED STATES	FL	YULEE
	MIAMI (ZONE 2) US	UNITED STATES	FL	DANIA

MIAMI (ZONE 2) US	UNITED STATES	FL	DEERFIELD BEACH
MIAMI (ZONE 2) US	UNITED STATES	FL	FORT LAUDERDALE
MIAMI (ZONE 2) US	UNITED STATES	FL	HALLANDALE
MIAMI (ZONE 2) US	UNITED STATES	FL	HOLLYWOOD
MIAMI (ZONE 2) US	UNITED STATES	FL	POMPANO BEACH

APPENDIX III - ABBREVIATIONS/ACRONYMS AND DEFINITIONS

1. A Abbreviations/Acronyms

BAF	Bunker Adjustment Factor
CARE	Carrier Analysis and Rate Evaluation
CO	Contracting Officer
CONUS	Continental United States
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
FEU	Forty Foot Equivalent Unit
FAR	Federal Acquisition Regulation
IMO	International Maritime Organization
ISO	International Organization for Standardization
IBS	Integrated Booking System
ITV	Intransit Visibility
M _s T	Measurement Ton (40 Cubic Feet)
OCI	Ocean Carrier Interface
OO	Ordering Officer
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

1.B 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 Attachment 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 GTMO 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. DTOD is published by ALK Associates of Princeton, NJ.

Diversions (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 are 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.

GTMO, 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 Contracting Officer's Representative.

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 forty (40) feet long, eight (8) feet six (6) inches high, eight (8) feet wide dry container; i.e., would require more than one (1) container space of this size. Exceptions to this definition are described as "Over Dimensional Cargo."

Oversized 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, and places within a ten (10) mile radius of the city limits of any U.S. port or inland city or limits of other places designated in the Schedule of Rates.

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

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

Rail Intermodal Equipment: A unit for transporting commodities in trailer or container on freight-car service from point-to-point, constructed in such a manner that it may be mounted and secured on a car, chassis or bogie 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 U.S. Government.
S	Same as Code T, except that one or more stop-offs in route to final destinations have been booked with the ocean carrier. Does not apply to local deliveries performed at the expense of the U.S. Government.
T	Same as Code L, 1-9, or M except cargo is booked as a "Through Shipment" under Single Factor Rates.

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 – Containers

1.1 Reports due: Within 24 hours of vessel sail date

1.2 Medium: Excel attachment uploaded into Pipeline Asset Tool (PAT) per POE

1.3 Distribution: Authorized users of ETA/PAT

1.4 Required elements:

- Mandatory header fields (Populates these fields for all records)
- SCAC
- VOYDOC (Select from dropdown)
- Sail Date
- POE (Select from dropdown – based on vessel schedule and voydoc selection)
- Vessel Name (select from dropdown – based on vessel schedule and voydoc selection)
- 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
- POD – 3 characters
- Commercial Booking Number – 25 characters
- PCFN – 6 characters
- Vessel Status – 2 characters
- 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
- 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)

2. Cargo Lift Information – Breakbulk

2.1 Reports due: Within 24 hours of vessel sail date

2.2 Medium: Excel attachment uploaded into Pipeline Asset Tool (PAT) per POE

2.3 Distribution: Authorized users of ETA/PAT

2.4 Required elements:

- Mandatory header fields (Populates these fields for all records)
- SCAC
- VOYDOC (Select from dropdown)
- Sail Date
- POE (Select from dropdown – based on vessel schedule and voydoc selection)
- Vessel Name (select from dropdown – based on vessel schedule and voydoc selection)
- Excel Columns heading (One row per shipment)
- Van Type (when applicable)– 35 characters
- TCN - 17 characters
- Container # - 11 characters with dash
- Consignor DODAAC – 6 characters
- Commercial VOYDOC – 10 characters
- POD – 3 characters
- Commercial Booking Number – 25 characters
- PCFN – 6 characters
- Vessel Status – 2 characters
- 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
- 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)

3. Pre-Arrival Notice

3.1 Reports due: Three days prior to the scheduled arrival of the delivering vessel or day after sail if less than three days sail time to POD

3.2 Medium: Excel attachment to email

3.3 Distribution: Cognizant SDDC terminal as advised by COR

3.4 Required elements:

- TCN
- Consignee DODAAC
- Container number (when applicable) with alpha prefix, estimated date and time of vessel arrival, and any variation from information previously furnished
- Contractor Name
- PCFN/Contractor booking number
- Vessel name and voyage
- Voydoc

- Seal number (when applicable on container shipments)
- Date cargo is to arrive
- POD
- Name and voyage number of mother vessel if transshipped

4. Contractor Containerization

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

4.2 Medium: Excel attachment to email

4.3 Distribution: Cognizant SDDC terminal as advised by COR

4.4 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

5. 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

6. Vessel Position Report

6.1 Reports due: Daily by 1000 am local time

6.2 Medium: Excel attachment to email

6.3 Distribution: US Government personnel as advised by COR

6.4 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] Seat-belt 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	1044	2.2	

gas]			
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 not 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 not 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	2903	6.1	II

less than 23 degrees C]			
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] Seat-belt 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	