PERFORMANCE WORK STATEMENT
(PWS)

COMMERCIAL MULTIMODAL TRANSPORTATION

HEADQUARTERS UNITED STATES TRANSPORTATION COMMAND

8 August 2013
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1.1. REQUIREMENT FOR CONTRACTORS TO PARTICIPATE IN THE CIVIL RESERVE AIR FLEET (CRAF) OR VOLUNTARY INTERMODAL SEALIFT AGREEMENT (VISA) AND MAINTAIN GOOD STANDING

This contract is conditioned upon the contractor being a Department of Defense approved carrier not in a suspended non-use status (carrier in good standing) participating in the Civil Reserve Air Fleet (CRAF) or Voluntary Intermodal Sealift Agreement (VISA) throughout the performance of this contract. For CRAF, the contractor shall be a U.S. registered air carrier operating under Federal Aviation Regulations, Part 121, and possessing a current certificate issued by the FAA pursuant to Federal Aviation Regulations, Part 121. For VISA, the contractor shall be owner/operator of U.S. Flag vessels which are in compliance with the Cargo Preference Act of 1904.

1.1.1. Scope of Contract. The contractor shall provide all personnel, training, supervision, equipment, Prior Permission Requests (PPRs), Diplomatic Clearances (DIPS), and customs clearance procedures necessary to perform international commercial door-to-door and/or port-to-door transportation services to move DOD and other Government approved cargo. Multiple modes (i.e. airlift, sealift, linehaul) of transportation may be used to move cargo to/from multiple zones globally. Cargo moved under this contract will not transit the Pakistan GLOC.

1.1.2. Zones have been established for procuring transportation services. All zones except for the zones followed by the letter P include linehaul in the rate. Zones 3P, 5P, 8P, 9P, 10P and 11P are for shipments the Government will deliver to or pickup from the seaports within the respective zones. Zones with a P indicate shipments that are booked to/from the seaport.

1.1.3. The contractor shall provide a Not-To-Exceed (NTE) all-inclusive price-per-pound rate for each of the zone-pairs identified in Attachment 4 – Zone-Pair Pricing Matrix, Tab NTE Rates. The NTE rate shall encompass all available modes of transportation, i.e. airlift, sealift, linehaul. During the period of performance, the Government reserves the right to add or delete zones as a result of changing mission requirements.

1.1.4. Upon award of a task order, contractor is required to make immediate contact with the shipper and at least one SDDC Point of Contact (POC).

1.1.5. Upon award of a task order, contractor is required to contact the Shipper / Origin POC NLT 24 hours prior to departure.

1.2. Cargo

1.2.1. Contractors are responsible to have proper equipment and personnel necessary to be self sufficient at all ports and installations. (Shippers will be responsible to load/unload ground conveyances at origin/final destination.) Cargo may consist of containers, breakbulk, rolling stock, tricons and quadcons. (No commercial Flatracks or Open Top containers will be booked.)

1.2.2. Cargo may be booked as container or breakbulk cargo, depending on shipper requirements. Breakbulk or Government-owned/leased containers will retain surface shipping configurations throughout transport, to include airlift. Breakbulk cargo may be containerized for sealift and/or linehaul convenience at no cost to the Government.

1.2.3. Contractor-owned/provided containers will be unstuffed and reconfigured on commercial equipment (i.e. Air Pallets) prior to airlift, as described in subsequent sections, unless otherwise identified in the spot bid requirements. For inbound shipments to Afghanistan, the contractor is responsible for ensuring that all contractor-owned/provided equipment remain in contractor possession at all times.

1.2.4. Contractor shall coordinate pick up dates/times directly with shipper.

1.3. Hazardous Cargo.
1.3.1. The Government will package, prepare, mark/label and certify all hazardous materials in accordance with AFMAN 24-204, International Civil Aviation Organization (ICAO) Directives, International Maritime Dangerous Goods Code (IMDG) and Code of Federal Regulations, Title 49 (49 CFR). Cargo may include hazardous material Classes 2 through 9 as defined in the International Air Transportation Association (IATA) Dangerous Goods Regulation. If cargo does not comply with aforementioned regulations, the contractor may refuse to transport noncompliant hazardous cargo.

1.4. Required Delivery Date (RDD) & Cargo Availability Date

1.4.1. The contractor shall deliver all cargo by the Required Delivery Date (RDD) specified in the accepted booking. Changes to the RDD will be granted only as defined below:

1.4.2. When staging is directed by the COR prior to RDD, as defined by Section 2 (HG/HR guidance), contractor is recommitted to a new RDD in accordance with Section 2.

1.4.3. When a delay is authorized in writing by the COR prior to RDD as defined by Section 2 (SD/BD guidance), contractor is recommitted to a new RDD in accordance with Section 2.

1.4.4. When consignee is unable to accept local delivery of cargo prior to RDD, as defined by Section 2 (AV guidance), the contractor shall receive consideration for on-time delivery. However, due diligence shall be exercised to meet RDD or achieve delivery at the earliest possible time after RDD.

1.4.5. In instances where RDD relief is applicable based on AV submission, the Contractor must provide supporting documentation upon request of the cognizant SDDC COR or SDDC HQ Contract Compliance Branch.

1.4.6. Improper use of the AV transactions will result in a penalty of missed RDD against the associated shipment.

1.4.7. The contractor shall pick up cargo at Afghanistan origins within the specified number of days in the accepted booking.

1.4.8. Cargo Availability Date; Reserved.

1.5. Delivery Notification and Receipt

1.5.1. Contractor shall schedule a date and approximate time for all deliveries with the consignee or consignee's agent at least 2 working days prior to any actual delivery of cargo. Does not apply to shipments to Afghanistan.

1.5.2. Contractor shall not deliver cargo on the same day as notification unless approved by the consignee. Does not apply to shipments to Afghanistan.

1.5.3. Contractor shall deliver cargo on a specific day if requested by the consignee provided the contractor can accommodate the request using the contractor’s normal service.

1.5.4. If the date the delivery is requested is later than the RDD, the shipment will be considered staged in accordance with Section 2 HG/HR paragraph. Contractor must notify cognizant COR that consignee accepting cargo after RDD for staging approval to occur.

1.5.5. The contractor shall provide a delivery receipt for the consignee or consignee’s agent to sign to acknowledge receipt of the containers or pieces and to annotate any exceptions.

1.5.6. The contractor shall display a placard on the cargo or conveyance with identifying marks where required by local practice.

1.5.7. A signed delivery receipt with no damage noted does not preclude the Government from pursuing a claim for damages discovered after delivery. If damage is later discovered, the contractor will be notified and requested to survey cargo.
1.5.8. Delivery receipt shall contain the following information: carrier, PCFN, IBS TCN, container number (if applicable), consignee DoDAAC, final destination location, truck number, driver name, date cargo arrived at final destination, date/time cargo in-gated at final destination, date/time cargo off-loaded at final destination, printed consignee name, consignee’s signature, remarks section. Additional information may be included as necessary. Contractor shall maintain a copy of the delivery receipt.

1.6. Customs.

1.6.1 The responsibilities for cargo clearance under this contract are shared between contractor and Government.

1.6.2. For many locations, the Government has principal responsibility for cargo clearance and performs the majority of tasks incident to clearance. These include the preparation of documents or entry into automated customs systems but, by local practice the Government may require the contractor to perform tasks such as document pickup and delivery, presentation of documents to appropriate customs officials and payment of processing fees.

1.6.3. Costs incurred by the contractor to provide these incidental services shall be included in applicable pricing. At Table 1.6.11 is a list of locations where the Government has principal responsibility for cargo clearance.

1.6.4. Hardcopy document clearance

1. Government (shipper) prepares a cargo clearance request package (Complete except for any contractor provided documents).
2. Government may submit to customs or give to the contractor for the contractor to combine with contractor documents (such as bill of lading) and deliver to customs officials, pay minor processing fees, obtain approvals and notify any others needing to be notified when clearance is approved.

1.6.5. Contractor-Arranged Cargo Clearance: Contractor acts on behalf of Government to obtain cargo clearance.

1.6.6. When Contractor-Arranged Cargo Clearance is ordered by the Government, the contractor has principal responsibility for customs clearance.

1.6.7. Contractor-Arranged Cargo Clearance includes, as required by local practice additional services that include,

1. Coordination with shipper/consignee and local customs authorities to obtain and/or prepare (except for signature) all necessary documentation for cargo clearance;
2. Provide prepared forms/documents to receiver/Government for signature;
3. Deliver documents to the customs office, and ensure that documentation is provided to all local entities as required to permit release and on-carriage of cargo to final destination.

1.6.8. Additional countries may be added to Table 1.6.11 should it be determined that the Government has increased its presence in a country, and that the Government shall provide clearance services as described by 1.6.2.

1.6.9. Countries shall be removed from Table 1.6.11 via bilateral modification should it be determined that the Government has decreased its presence in those countries, and that the Government can no longer provide clearance services as described by 1.6.2.

1.6.10. The shipper will provide the Contractor with appropriate shipper generated customs documents at least three business days prior to vessel departing port of origin.

| Table 1.6.11 |
| United States territories and possessions |
| Kuwait |

1.6.12. Notification of Cargo Held by Customs.
1.6.12.1. The contractor shall promptly notify the cognizant COR and SDDC Battalion within 24 hours if cargo is held up by customs, or if the local authorities require direct Government intervention for cargo customs clearance.

1.6.13. Contractor will ensure that cargo remains within designated customs free zones and/or that cargo remains customs cleared by host nations. The contractor will be required to coordinate all activities with the host nation to implement the requirements in this work statement to include duty-free customs clearance, transit and landing rights.

1.7. Supply Chain Security.

1.7.1. The contractor shall follow their commercial surface and air security and customs procedures to safeguard all cargo against terrorism, theft, loss, tampering, or damage.

1.8. Exceptions

1.8.1. Cancellation/No Shows

1.8.1.1. The Government may unilaterally cancel the Multimodal booking/movement without penalty, provided notification is given to the contractor. The Government will provide cancellation notice at least 24 hours prior to scheduled pickup at origin. Special situations shall be addressed by the Contracting Officer.

1.8.1.2. The contractor shall notify the cognizant COR of cargo not tendered to the contractor in time to meet the booked departure that has not been cancelled or rebooked.

1.8.1.3. For cargo that misses the booked departure through no fault of the contractor, the contractor shall move cargo on the next scheduled departure after receipt of cargo from the Government. Contractor shall notify shipper and origin Ordering Officer at time of occurrence.

1.8.1.4. When the Government notifies the contractor cargo is not available for a booked movement, the contractor shall then designate a new vessel, aircraft, or other mode of conveyance based on the revised availability of cargo. Should the “roll over” cargo not show for the follow on designated departure, the booking shall be cancelled and the cargo rebooked.

1.8.1.5. The contractor shall in no event hold the Government liable for demurrage, dead freight or associated charges by failing to release cargo in time to meet a specified pickup.

1.8.2. Rerouting of Cargo

1.8.2.1. Any changes in the booked routing must be coordinated with the Ordering Officer. Delays due to route changes made by the contractor will not result in additional monetary compensation. If the Government reroutes cargo compensation will be negotiated with the Contracting Officer on a case-by-case basis.

1.8.3. Staging

1.8.3.1. The contractor shall stage cargo upon US Government request by the cognizant COR via the D-RAP. The HG EDI event transaction will be auto-generated by the D-RAP as outlined in paragraph 2.3.1.4.1 upon shipment entry into the staging location.

1.8.3.1.1. The Contractor shall end cargo staging upon US Government request by the cognizant COR via the D-RAP. The contractor shall commence on-carriage within 2 calendar days and the HR EDI event transaction will be auto-generated by the D-RAP as outlined in paragraph 2.3.1.4.2 upon actual dispatch of cargo from staging location.

1.8.3.2. Contractor will provide a dispatch plan to cognizant COR and cognizant SDDC Battalion if unable to dispatch all called forward cargo within 2 calendar days.
1.8.3.3. 15 days after contract award, contractor will provide detailed information to the Contracting Officer of all carrier holding yard locations (including latitude/longitude) to be used to store Government cargo for zones 14-36. Contractor is required to provide updates to the Contracting Officer as holding yard locations change.

1.8.4. Broken/Replacement of Seals

1.8.4.1. The contractor shall notify the shipper, Ordering Officer, and COR electronically within 24 hours of discovery that cargo has been tampered with and if a seal on unit cargo has been broken and/or replaced while the cargo is in the possession of the contractor. A complete written report of the circumstances and reasons shall be provided to the cognizant COR.

1.9. Cargo Concealment

1.9.1. When service is ordered, the contractor will conceal/cover any non-containerized cargo that is in the open on a given conveyance. The contractor shall provide necessary material to cover cargo completely so that the cargo is concealed from view while being transported. Concealment materials shall be weather resistant, non-transparent and shall remain secured and in place during the complete transit of cargo. The contractor shall repair or replace any material used for concealment if damaged in transit. In addition, concealment material shall remain on the cargo until final destination unless otherwise directed by the Government. The contractor shall be responsible for the removal and the disposal of such material, unless otherwise directed by the Government.

1.9.2. Concealment material may include tarps, crates, and any other material deemed necessary, by mutual agreement between the contractor and the Ordering Officer. The Government may request specific material depending on the nature of the cargo.

1.10. Contractor-Provided Equipment

1.10.1. Container Standards. Upon request, contractors shall provide containers with clearly marked container numbers that are clean, dry, empty, odor free, suitable for protecting cargo from damage and comply with ISO, International Maritime Organization (IMO), and Convention of Safe Containers (CSC) standards. (No Commercial Flatracks or Open Top Containers will be booked.)

1.10.1.1. Substitution of Equipment: When the contractor has accepted a booking and does not provide the conveyance listed in the booking, the contractor shall provide a suitable alternative agreed upon by the shipper and the Ordering Officer at no additional cost to the Government.

1.10.1.2. Chassis Requirements. For origin CONUS shipments, any containers delivered to the Government or spotted by the contractor must be on a contractor-provided chassis that supports stuffing/unstuffing operations by the Government. The chassis must remain with the container while in the custody of the Government; unless this requirement is waived by the cognizant COR. Blanket waivers for specific areas or destinations may be issued by the cognizant COR upon request.

1.10.2. Providing Empty Containers to Shippers

1.10.2.1. Spot Date

1.10.2.1.1. At least 24 hours 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.

1.10.2.2. Drop and Pick Service

1.10.2.2.1. The contractor shall spot the requested equipment at the location on or before the date and time specified in the booking.

1.10.2.2.2. When requested by the Ordering Officer, the contractor shall provide drop and pick service or round robin drop and pick which shall be included in the contractor’s rate.
1.11. Government Furnished Containers (GFC)

1.11.1. The contractor shall provide a chassis for GFC shipments, unless this requirement is waived by the local shipping/receiving facility or custom of the trade does not normally call for the use of chassis.

1.11.2. The contractor shall be liable for loss or damage to the GFC resulting from the contractor’s negligence while in the contractor’s possession.

1.11.3. GFC includes 8.0’- 9.5’ high x 8’ wide x 20/40’ long ISO dry cargo containers, reefer containers and flat racks. GFC may be Government-owned or leased containers.

1.11.4. Contractor has the right to refuse a GFC for shipment if it is not properly numbered, or that does not comply with ISO, IMO and CSC Standards. Contractor shall coordinate with cognizant COR before performing any services for an improperly numbered container. When a GFC is booked as breakbulk, the contractor does not have the right to refuse an improperly numbered GFC or one that does not comply with ISO, IMO and CSC Standards.

1.12. Containerization for the Convenience of the Contractor

1.12.1. For breakbulk cargo booked by the Government, the contractor may, in its discretion, containerize such cargo for operational convenience without any additional cost or expense to the Government. However, breakbulk cargo containerized for Contractor’s convenience must be de-containerized and made available for customer pick up within 2 working days after discharge, and is considered breakbulk cargo.


1.13.1. Defense Logistics Agency - Energy (DLA-E) Ground and Aviation Fuel. If the contractor is authorized to purchase fuel from DLA-E, a Fuel Purchase Agreement (FPA) must be completed. DD Form 1896 DOD Fuel Identaplates will be prepared for the prime contractor (carrier) and the prime contractor may distribute the identaplates out to their respective subcontractor(s). The identaplate will reflect the prime contractor’s DoDAAC account and other information needed by the contractor to identify their subcontractor. It is the responsibility of the prime contractor to manage and account for the identaplates. Cash purchases are not authorized. Payment for fuel is a contractor responsibility and is not a reimbursable expense.

1.13.2. If DLA-E fuel supply levels become a concern, the Government reserves the right to restrict the amount of fuel to be uplifted or rescind the contractor’s ability to purchase DLA-E fuel.


1.14. Exterior Cargo Rinsing Service

1.14.1. The purpose of cargo rinsing service is to remove road dirt and other contaminants from cargo that was cleaned and found to be acceptable for entry into the US prior to tendering to the contractor. Contractor shall clean cargo to a condition acceptable for entry.

1.14.2. Includes costs to move cargo to the rinse facility or to move rinse equipment to the cargo.

1.14.3. The contractor may choose where to perform the rinsing service unless location is specifically directed by the Ordering Officer.

1.14.4. Contractor shall re-rinse cargo at POD if rejected by customs/agriculture authorities, at no cost to the Government if it is determined that rejection occurred at fault of contractor.

1.14.5. For cargo containerized by the Government, rinsing service applies to exterior of container. For cargo containerized at contractor’s convenience, rinsing applies to exterior of cargo.
1.15. Other Services.

1.15.1. Exterior Cargo Washing Service

1.15.1.1. All cargo entering the US must be free from contaminated soil and pests. “Cargo will not be loaded aboard a final conveyance in a foreign country, for movement to the US, unless it is free of animal and plant contamination or pest infestations as required by the US Port of entry Customs Border Protection-Agriculture Inspection Service officials (CBP-AIS) and USDA Animal and Plant Health Inspection Services (APHIS).” Washing of cargo must comply with the following: 7 CFR 330.300, Defense Transportation Regulation (DTR) 4500.9R, Part V, Chapter 502, 505, and Chapter 506. Detailed cleaning and inspection procedures can be found in the Armed forces Pest Management Board Technical Guide No. 31, Contingency Retrograde Wash-downs: cleaning and Inspection Procedures.

1.15.1.2. Accessorial Rate includes costs to move cargo to the wash facility or to move the wash equipment to the cargo.

1.15.1.3. The contractor may choose where to perform the washing service, unless the location is specifically directed by the Ordering Officer.

1.15.1.4. When washing services are ordered, contractor shall re-wash cargo at POD if rejected by customs/agriculture authorities at no cost to the Government if it is determined that rejection occurred at fault of contractor.

1.15.1.5. For cargo containerized by the Government, washing service applies to exterior of container. For cargo containerized at contractor’s convenience, washing applies to exterior of cargo.

1.15.2. Interior Cargo Washing Service.

1.15.2.1. The vehicle cab and all interior storage and tool compartments must either be swept, compressed air cleaned, sprayed with water, and/or wet/dry vacuumed; including the floor, under the seats, trunk, spare tire & spare tire well. When utilizing water pressure machines or steam to clean, cover the dashboards and areas where electronics may be damaged with plastic or other protective lining prior to starting. The focal point of the interior cleaning should be the floorboard area, including lower compartments utilized for storage where most soil accumulates. Interior must be cleaned to USDA Standards.

1.15.2.2. Upon tender to the contractor, the vehicle will be free from all contraband to include weapons, ammunition and classified material. Contractors may refuse to accept cargo from the government/shipper if cargo is not free of these materials.

1.15.2.3. Accessorial Rate includes costs to move cargo to the wash facility or to move the wash equipment to the cargo.

1.15.2.4. The contractor may choose where to perform the washing service, unless the location is specifically directed by the Ordering Officer.

1.15.2.5. When washing services are ordered, contractor shall re-wash cargo at POD if rejected by customs/agriculture authorities, at no additional cost to the Government. if it is determined that rejection occurred at fault of contractor.

1.15.3. Warehousing. The Government may elect to add this service as required. Contract holders will have the opportunity to offer rates at that time.

1.15.4. Perishables Transportation.

1.15.4.1. Upon discharge at the POD, the carrier will be responsible for the unstuffing, storage, preparation, aircraft loading/unloading and final delivery of Class 1 Prime Vendor cargo.
1.15.4.2. Carriers must perform all unstuffing, storage and preparation actions at a VETCOM-approved facility and have the proper equipment and personnel necessary to be self-sufficient. Carriers shall ensure that all cargo is properly and safely prepared for shipment and adhere to all required delivery dates (RDDs) specified in the bookings.

1.15.4.3. Carriers will stage cargo in a secured facility/location until airlift. Customs clearance, transportation to the aircraft, loading/unloading of cargo to/from the aircraft and final delivery to the consignee shall be performed by the carrier.

1.15.4.4. Cold chain requirements: The carrier shall be responsible for proper product storage, segregation and delivery in excellent condition.

1.15.4.4.1. In order for frozen items to be accepted, the following criteria must be observed:

1. Packages must be solid, not soft, upon arrival;
2. Container and wrapping must be intact, not damaged, and in a solid condition;
3. Packages must be free of drop and show no evidence of thawing and re-freezing (i.e. watermarks on boxes, off odor) or dehydration;
4. Cello wrapped packages must not be discolored or show other signs of freezer burn.

1.15.4.4.2. Contractor shall maintain temperature-control for all freeze, protection-from-heat and chilled cargo throughout the transportation process to include but not limited to, unstuffing, storage, preparation, aircraft loading/unloading and delivery processes in accordance with the temperature range and variance specified in the IBS booking. As a general guide:

1. Freeze items must be maintained at 0 degrees F;
2. Protection-from-heat items must be maintained below 70 degrees F;
3. Chilled items must be maintained at 32-40 degrees F;
4. Ice cream must be maintained at -10 to 0 degrees F.

1.15.4.5. The carrier shall develop and maintain a method of reporting the location of all cargo. The carrier shall notify the Prime Vendor as well as designated US Government representatives when cargo is transferred from one conveyance to another and maintain ITV during such operations.

1.15.4.6. Prime Vendor requirements are identified in Attachments 12 and 13.

1.16. Transportation Discrepancy Reports (TDR)

1.16.1. The Government will process cargo claims in accordance with the Defense Transportation Regulation, Volume II, Chapter 210, and the contractor agrees to cooperate with Government efforts to resolve claims for loss or damage to Government cargo.

1.17. Contractor Personnel.

1.17.1. The contractor shall provide an English speaking Program Manager who shall be responsible for the performance of the work. The name of this person shall be designated in writing to the Contracting Officer prior to the contract start date.

1.17.2. Customer Service-The contractor shall submit points of contact who can respond to Government activities on a 24/7 basis to provide expert assistance in answering questions, exchanging information, and resolving problems. The contractor shall provide specific points of contact no later than 7 days after contract award.

1.17.3. The contractor shall attend periodic performance review and feedback meetings (e.g., quarterly, semi-annual, or annual) at no additional charge. Contractor shall not use this meeting as an opportunity to promote their products and services.

1.17.4.1. While on military installations or on military portions of civil installations, contractor personnel shall comply with security regulations promulgated by the military installation commander. Security regulations are directive in nature and shall be adhered to by all contractor personnel. In addition, the contractor shall (consistent with their commercial procedures), provide a method to protect the integrity and proper functioning of all equipment and systems involved in the operation of this contract. Any equipment and information processing systems containing Government information shall have security measures to protect against unauthorized disclosure. The contractor personnel shall carry proper identification at all times and easily be recognizable as a contractor.

1.17.4.2. General Security Information: The work associated with this PWS will be UNCLASSIFIED and does not require a DD 254. Classified access/information is not authorized in support of these deliverables by contract personnel. Classified access will not be given to Foreign Nationals IAW DoD 5200.2-R, Chapter 3, Section C3.4.3.

1.17.4.3. Common Access Card Eligibility and Issuing Procedures

1.17.4.3.1. Contractors may be allowed CAC’s under this contract if the following conditions are met and are approved by the COR/CO or Functional Manager for the contract:

1.17.4.3.2. CAC’s will be issued only to United States Citizens for this contract. Foreign Nationals will not be allowed CAC’s unless they possess a legal residence status within the United States for a minimum of 3 years and obtain a positive result from FBI fingerprint check, and an initiated National Agency Check with Written Inquiries (NACI) through the USTRANSCOM Security Services Center. (The details outlined in Attachment 3 of DTM 08-003, Subparagraph 3(b/c/d) do not apply in respect to foreign nationals and contractor CAC issuance)

1.17.4.3.3. CAC’s will not be issued to personnel that are in located in CONUS and who do not have physical access to a base on a frequent basis. Frequency is identified by installation access for four (4) days a week with a desk, phone and computer on this installation (Scott Air Force Base Instruction 31-101. This is a controlled publication and may only be accessed by personnel on the EIM site for Scott AFB).

1.17.4.3.4. Those personnel who need access to an installation may obtain the Transportation Worker Identification Card (TWIC) for CONUS bases and sites only. The TWIC and the Defense Biometric Identification Database System will allow for installation access in CONUS. Contractors with TWIC’s will be required to register at each installation in the DBID’s. TWIC’s can be obtained by going to the following website (http://www.tsa.gov/what_we_do/layers/twic/index.shtml) and the successful completion of the prescribed application process. USTRANSCOM or HQ SDDC does not facilitate any TWIC issuance or investigation process for the TWIC.

1.17.4.3.5. CAC’s will not be issued to contractor personnel OCONUS or at forward operating bases if there exists another access control identification card. The CAC will only be issued if another identification card does not exist. CAC’s are primarily used for logical access to Government networks and the CAC will not be primarily used only for physical access if other credentials exist.

1.17.4.3.6. If personnel are approved for CAC’s by the Contracting Officer (CO) or Contracting Officer Representative (COR) the name and social security number will be forwarded to the USTRANSCOM Security Services Center for validation of background investigation levels. Upon notification by the SSC that contractor personnel meet the required investigative and clearance levels, the personnel may be loaded by the decision of the CO/COR or functional manager in CVS for an expiration on their CAC for the base year, plus two option years, for a three year total, if the contract is fully funded. If the contract is unfunded or funded on a yearly basis requiring recertification of funding by USTRANSCOM TCAQ/TCJ8, CACs will only be loaded for the current period of performance. All CAC issuance will be based on the favorable NACI investigation.

1.17.4.3.7. If a NACI package is returned under a NO DETERMINATION MADE disposition from the clearance adjudication facility (CAF) then it will be reviewed by three levels within USTRANSCOM Force Protection to accept the risk and allow for the CAC to be retained. If the determination is made to not allow for a CAC to be
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retained the Chief of Force Protection for USTRANSCOM will be the final determination and the contract company will be notified that the CAC will be returned.

1.17.4.4. Visits to USTRANSCOM/HQ SDDC Building

1.17.4.4.1. All visit(s) by contractor personnel to USTRANSCOM or HQ SDDC will require an electronic visit request be submitted using the Joint Personnel Adjudication System (JPAS). JPAS visits can be forwarded to the Security Management Office (SMO) code: USTC-SDDC. The visit request will annotate the contract number in the POC block of the visit request and the name of the COR/CO in the phone number block. Visits may be initiated for the base or option year period only and not the entire duration of the contract.

1.17.4.5. Additional Security Conditions

1.17.4.5.1. Upon completion of this contract, the contractor’s personnel shall surrender all Government supplies, materials and equipment to the COR or designated representative. All contractor personnel assigned to this contract and located at Scott Air Force Base will out-process through the Security Services Center. Any assigned contractor personnel who possess security badges shall turn in those badges into the issuing authority it was derived from during out-processing. Contractor personnel shall out-process on the last day of the contract or upon termination or reassignment from duties under this contract. All CAC’s issued in support of this contract regardless of where they were issued, will be returned to the Trusted Agent (TA) in the Contract Verification System (CVS) at USTRANSCOM for return to the Security Services Center for accountability in the system. The contractor will send the CAC to USTRANSCOM through certified mail to track the credential.

1.17.4.5.2. The Government shall ensure the roles/privileges assigned to contractor personnel on the Government computing platforms are limited to the roles/privileges essential to that individual’s performance of his/her assignments. The Government may limit or revoke these roles or privileges for any reason.

1.17.4.5.3. If the Government notifies the contractor that the employment or the continued employment of any contractor personnel is prejudicial to the interests or endangers the security of the United States of America, that employee shall be removed and barred from the worksite. This includes security deviations/incidents and credible derogatory information on contractor personnel during the course of the contract’s period of performance. The contractor shall make any changes necessary in the appointment(s).

1.17.4.6. Security Regulation Guidance:

Department of Defense (DOD):
2000.16 (DOD Antiterrorism (AT) Standards)
5200.1-R (DOD Information Security Program)
5200.2-R (DOD Personnel Security Program)
5200.08-R (DOD Physical Security Program)
5220.22-M (National Industrial Security Program)
8500.1 (Information Assurance (IA))
2000.12 (DOD Antiterrorism (AT) Program)
8500.2 (Information Assurance (IA) Implementation)

Scott Air Force Base:
SAFB Instruction 31-101 (Installation Security Instruction)
(Restricted publication. Sent only to .mil domains when forwarding. Not for public distribution.)
USTRANSCOM Instruction 31-11 (USTRANSCOM Security Program)

1.18. Freight Reporting

1.18.1. Contractors are required to submit monthly report based on all completed shipments made during the reporting period. Reports will be submitted electronically to the Contracting Officer (or designated representative) by the 20th of each month following the preceding calendar month. For instance, a report covering data for the
month of May shall be due on June 20. The report shall be in Microsoft Excel for Windows “.xls” format broken down to the PCFN level and contain the following data elements:

1. PCFN
2. Booked weight
3. Scale weight
4. Dimensional Weight
5. Billed weight

1.19. CONOPS:

1.19.1. Upon Government request, contractor will provide a complete CONOPS report to SDDC for review prior to cargo being booked. CONOPS requirements will be provided at time of the request.

1.20. Vessel Schedules

1.20.1. For service between countries or ports where multi-modal service is required, the contractor shall provide and maintain schedules in Integrated Booking System (IBS) prior to submission of the spot bid. Vessel schedule changes that occur prior to scheduled departure may result in cancellation of booked cargo at no cost to the Government.

1.21. Subcontracting

1.21.1. Subcontractor Responsibility. The contractor shall determine the responsibility of its prospective subcontractors. The contractor is responsible for the delivery of services required by the booking. This responsibility extends to the performance of any other provider the contractor may subcontract to in order to perform the services ordered. Special factors related to performance of this contract may compel the Contracting Officer to assist in the determination of subcontractor responsibility. These factors include critical requirements, substantial subcontracting, safety concerns, risk of terrorism and hostilities, and rapidly changing organizational forms of subcontractors that mask prior performance records and relationships with affiliated concerns. Periodically, the Contracting Officer shall make available to the contractor the name of potential subcontractors with questioned responsibility. These names shall be periodically updated to reflect more recent information and changing evaluations. The contractor shall not allow those entities identified by the Contracting Officer to perform any role in performance of a task order under this contract unless it first provides written evidence to the Contracting Officer that affirmatively demonstrates to the Contracting Officer's satisfaction the responsibility of the proposed subcontractor.

1.21.2. When subcontracting for air transportation, the contractor shall use CRAF carriers to meet the requirement. CRAF carriage on U.S. flagged aircraft is **required and only authorized** when the consignor or consignee is at one of the following locations and/or all flights arriving at and/or departing from the following locations: Bagram, Mazar-i-Sharif, Kandahar, Kabul, and Bastion. If technical requirements exceed (cargo size or weight) aircraft available by any CRAF carriers, the contractor shall only use carriers capable of performing the service and, at a minimum, comply with the technical requirements identified in the CENTCOM Safety and Audit Oversight Checklist.

1.21.2.1. The contractor is required to ensure the completion of the safety and audit oversight program on all Non-DoD Approved subcontracted air carriers. At a minimum, the contractor shall ensure compliance with the technical requirements identified in the attached CENTCOM Safety and Audit Oversight Checklist. This assessment will be based upon a safety audit performed by the contractor or an independent International Air Transport Association (IATA) accredited 3rd party audit organization. AMC/A3B approved US-flag or foreign flag subcontractors are exempt from the audit as long as they remain on the AMC/A3B DoD-approved carrier listing. In addition, the contractor shall not use carriers listed on the European Banned Carrier Listing at [http://ec.europa.eu/transport/air-ban/list_en.htm](http://ec.europa.eu/transport/air-ban/list_en.htm).

1.21.2.2. Following completion of each safety audit, the contractor shall issue a “Statement of Compliance” to the Contracting Officer affirming each subcontractor complies with the technical requirements of paragraph 1.21.2.1.
above. This certificate shall be valid for 24 months. The contractor must develop a subcontractor audit program that provides for an onsite audit of subcontractors at least every 24 months in order to issue subsequent “Statements of Compliance.”

1.21.2.3. Within 15 days of contract award, the contractor shall provide the Contracting Officer a complete MS-Excel spreadsheet listing of all air foreign flag subcontractors used in performance of this contract. The information shall include the carrier’s name, aircraft type, aircraft registration number, aircraft country of operating certificate, and the date of the contractor’s last audit on the subcontractor. Any subcontractor changes shall require the contractor to provide an updated list to the Contracting Officer within five business days. Note: The Government retains the right to request copies of all completed audit reports.

1.21.2.4. Incident Reporting. In the event of an air, surface, or ground safety incident in CENTCOM AOR, the contractor shall immediately notify the CDDOC (Tel: 011-965-2389-5217), AMD/APCC (Tel: 011-974-458-9555, after prompt enter 436-4186), SDDC HQ COC (Tel 618-220-4262), the cognizant COR and the Contracting Office (Tel: 618-220-7083/7118). The contractor shall state their name, whom they represent, incident type, incident location, aircraft or vehicle type, aircraft tail number, and incident time (Zulu). Additionally, the contractor shall forward the CDDOC, AMD/APCC, SDDC HQ COC, cognizant COR and Contracting Office a completed Incident Report Form documenting the circumstances surrounding the incident within 2 hours (to include copies of the cargo manifest).

1.21.3. When subcontracting for sea transportation, the contractor shall use U.S. Flag VISA carriers when available to meet the requirement. The contractor shall use the VISA priorities when making alternative service arrangements and shall not use a lower VISA priority than that identified in the awarded booking without approval of the Contracting Officer.

1.21.4. Subcontracting Report. Annually, the contractor is required to submit a subcontracting report that includes information on subcontract awards to Afghanistan and Central and Southern Asia States (CASA) entities. CASA states include Georgia, the Kyrgyz Republic, Pakistan, the Republic of Armenia, the Republic of Azerbaijan, the Republic of Kazakhstan, the Republic of Tajikistan, the Republic of Uzbekistan, and Turkmenistan. The report shall identify the total dollars subcontracted and the total dollars subcontracted to Afghan and CASA entities broken out by the individual states. The report is due within 90 calendar days after the end of an annual performance period.


1.22.1. The Government will provide the contractor with all cargo data necessary for the completion of aircraft clearance including customs, and similar documents. The contractor shall retain responsibility for furnishing appropriate agencies all required manifest, and border clearance documents, covering all cargo aboard the aircraft upon entry into the foreign country. The contractor shall also be responsible for payment of any charges, fees, or taxes based upon use of terminal facilities by or for cargo. The Government is not obligated to pay, or reimburse the contractor for payment, of any such charges. The International Flight Information Manual (IFIM) in conjunction with the host nation’s Aeronautical Information Publication (AIP) includes the process and/or points of contacts for obtaining civilian clearances. When a foreign country requires that a carrier under contract to USTRANSCOM submit a clearance request through US diplomatic channels for approval, this fact, along with the procedures to be followed, will be noted in the DOD Foreign Clearance Guide (FCG), DoD 4500.54-M, https://www.fcg.pentagon.mil. Contractors shall adhere to the guidelines outlined in this appendix when operating missions under this contract that require clearances to be submitted through US diplomatic channels and shall consult the DOD Foreign Clearance Guide for specific US Defense Attaché Office (USDAO) requirements or country restrictions to supplement IFIM and AIP requirements. Contractors can obtain a user name and password for access to the on-line FCG by contacting HQ USAF/A5XP by e-mail at fcg@pentagon.af.mil or by calling (703) 614-0130.

1.22.2. The contractor shall adhere to the theater application process and operate in accordance with the approved PPR. It is the contractor’s responsibility to be aware of all airfield restrictions outlined in the NOTAMS. NOTAMS can be found at the following website: https://amccisas.n3a.nato.int/default.aspx.
1.22.3. Contractor will obtain PPRs prior to each airlift mission through the CDDOC or respective airfield managers. Additional information on airfield slot times for all strategic, fixed-wing flights can be obtained from the following website: https://amccisaf.nc3a.nato.int/default.aspx.

1.22.4. In the event the contractor cannot comply with the approved PPR, the contractor shall immediately coordinate with the local airfield manager and the CDDOC.

1.22.5. The contractor is responsible for obtaining necessary landing rights or privileges and visas, passports, restricted area passes and gate passes for crews, route support personnel and contractor employees to ensure total compliance with all local security requirements.

1.22.6. The contractor shall comply with all International Overflight Requirements.

1.22.7. Aircraft Recovery Process.

1.22.7.1. Within 12 hours, the contractor will provide an aircraft recovery plan identifying their process to repair and remove the aircraft. The contractor will provide daily status information to the Senior Airfield Authority, AMD/ALCT, CDDOC, and Contracting Officer on the progress to repair/remove the aircraft.

1.22.7.2. The Government reserves the right to move the aircraft, at any time, off the active runway, taxiway or parking spot to another area as operational requirements dictate. The contractor shall be charged associated costs for movement of the aircraft.

1.22.8. Pre-Alert Notification.

1.22.8.1. No later than (NLT) 12 hrs prior to arrival, the contractor shall provide the destination Aerial Port with the cargo arrival date, time, and quantity.

1.22.8.2. The contractor shall provide an English speaking contractor representative, in person or via telephone, during aircraft or truck arrival or departure. This representative shall be responsible for providing necessary information and coordinating with Government personnel and have the full authority to react to and effect necessary changes.

1.23. Driver Free Time and Driver Wait Time

1.23.1. Driver free time will commence once the contractor has notified the consignor or consignee that the cargo is available for loading or unloading. Cargo is considered available for loading or unloading when placed in a location so it can be immediately accessed for loading or unloading within the consignor or consignee's normal operating hours or acceptance hours. If the consignor or consignee requires pickup or delivery appointments, wait time spent due to early or late arrivals will not count towards free time. If a contractor is prepared to position its conveyance for loading or unloading, but is prevented from doing so due solely to a Government delay, driver free time will commence at that time. Driver free time shall not commence unless, and until, the contractor has notified the consignor or consignee that its conveyance is at the shipping or receiving facility but is unable to position its conveyance for loading or unloading due to a Government delay.

1.23.2. If loading or unloading is not completed by the close of business for that location, time will resume at the beginning of the next business day.

1.23.3. Driver wait time shall start when driver free time ends. Driver wait time shall end when consignor or consignee notifies the contractor in writing that loading or unloading has been completed and that the conveyance is available for pickup. Such notification shall constitute release of contractor’s equipment.

1.23.4. Invoices for driver wait time payments based on Government delays must be submitted G8 Accounts Payable Branch for validation and must include substantiating documentation to establish entitlement to these additional fees. Contractors are required to keep separate documentation for payment purposes. In the event of a dispute between the contractor and consignee records, the consignee's records will prevail. Minimum documentation
shall include: date/time contractor arrived; date/time contractor available for loading or unloading; date/time loading or unloading complete; TCN; PCFN/booking number; and origin or final destination location and DODAAC. Contractor shall be compensated as described at 1.23.6.1

1.23.5. Driver Wait Time Incurred in Zones 14-36

1.23.5.1. Free time shall start when the driver is in line outside the final destination waiting to deliver cargo and contractor provides notice by submitting an "AV" EDI transaction that indicates the consignee is unable to accept the cargo.

1.23.5.2. The receiver shall have driver free time as indicated in the Driver Free Time column in Table 1.23.6.1 below, starting from the date of arrival in line outside base gate. The contractor shall be paid waiting time at the rates in Table 1.23.6.1 below for periods in excess of free time.

1.23.5.3. Driver wait time shall end when:

1. The cargo is removed from the container or conveyance and the contractor submits an X1 EDI transaction in accordance with 2.2.2 (X1 – AV – 1 day free time)
2. The cargo is removed from the container or conveyance and an HG EDI transaction for staging has been auto-generated by the D-RAP in accordance with 2.3.1.4.2

1.23.5.4. Shipments delivered with evidence of tampering or loss shall be investigated by base security; drivers may be detained for questioning by base security. If investigation determines no tampering occurred, applicable wait time rates will be paid. If the investigation determines that tampering/pilferage has occurred, driver wait time will not be payable.

1.23.5.5. Invoices for driver wait time will be submitted in accordance with Attachment 2.

Driver wait time applies only to charges incurred when the driver is in line outside the final destination waiting to deliver cargo.

1.23.6. Driver Free Time and Driver Wait Time

Table 1.23.6.1.

<table>
<thead>
<tr>
<th>Location</th>
<th>Driver Free Time</th>
<th>Driver Wait Time Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Zones 1-11</td>
<td>4 hours</td>
<td>$15.00 per quarter-hour *</td>
</tr>
<tr>
<td>Zones 12-13</td>
<td>Ends at 2359 day of arrival</td>
<td>$25.00 per hour</td>
</tr>
<tr>
<td>Zones 14-36</td>
<td>Ends at 2359 day of arrival</td>
<td>$100.00 per day</td>
</tr>
</tbody>
</table>

*Note: For zones 1-11, round to next higher quarter hour

1.23.7. For locations not identified in table 1.23.6.1, contractor may request reimbursement of actual expenses for driver wait time incurred after expiration of free time which ends at 2359 day of arrival.

1.23.8. Live Load / Unload

1.23.8.1. The contractor shall provide live load and/or live unload service at the origin and/or destination as follows:

1. When agreed to by the shipper when the contractor schedules pickup.
2. When agreed to by the receiver when the contractor schedules delivery.

1.23.8.2. The contractor and the shipper/receiver shall set a live load/unload appointment (date and time and specific location). For locations described in Table 1.23.6.1, the shipper/receiver shall have free time as indicated in the free time column, starting from the time of the appointment to loading/unloading of the cargo. The contractor shall be paid waiting time at the rates in Table 1.23.6.1 for periods in excess of free time. In the event the contractor arrives 15 minutes or later after the agreed time, the shipper/receiver may load/unload the cargo immediately or
reschedule the loading/unloading for a later time. In either case, free time starts upon actual start of
loading/unloading operations. Shippers/Receivers may also cancel the appointment and reschedule for a different
day at no additional cost to the Government.

1.23.8.3. When indicated in the spot bid process, the contractor shall pick up empty Government owned or leased
containers from locations separate from the designated loading location and deliver them to the shipper for loading.
The contractor shall include the cost of this service into their spot bid rate. The container shall be spotted at the
shipper’s location using rules for live load, drop and pick or pool as would apply for a contractor provided container.

1.23.8.4. Shipments delivered with evidence of tampering or loss shall be investigated by base security and drivers
may be detained for questioning by base security. If investigation determines no tampering occurred, applicable wait
time rates will be paid. If the investigation determines that tampering/pilferage has occurred, wait time will not be
payable.

1.24. Information Assurance

1.24.1. Requirement for contractor Information Assurance (IA) Report

1.24.1.1. The contractor shall provide to the Contracting Officer an Information Assurance Report to describe their
environment that safeguards DOD non-public information resident on or transiting the contractor's unclassified
information systems from unauthorized access and disclosure. Protection measures applied should consider the risks
(i.e. consequences and their probability) of loss, misuse, unauthorized access, or modification of information. The
report shall address the SANS (SysAdmin, Audit, Network, Security) Institute's Twenty Critical Security Controls
for Effective Cyber Defense: Consensus Audit Guidelines (http://www.sans.org/critical-security-controls) and be
provided in accordance with the template at Attachment 6 to the Solicitation. The contractor is encouraged to
provide additional information above and beyond what is outlined in the SANS guidelines to enhance the
Government’s understanding of their information security posture. The report will be updated 30 days prior to
exercise of an option period, if applicable.

1.24.2. Cyber Security Incidents

1.24.2.1. Reporting Requirements

1.24.2.1.1. 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.

   USTRANSCOM Global Command, Control, Communications and Computers (C4)
   Coordination Center (GCCC)
   E-mail: ustcJ6-gccc@ustranscom.mil
   Commercial Phone: 618-229-4222

   USTRANSCOM Deployment and Distribution Operation Center (DDOC)
   E-mail: ustc-ddocchief@ustranscom.mil
   Commercial Phone: 618-220-7700

1.24.2.1.2. 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:

1.24.2.1.2.1. A cyber intrusion event appearing to be an advanced persistent threat

1.24.2.1.2.2. 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

1.24.2.1.2.3. Intrusion activities that allow unauthorized access to an unclassified information system on which
DOD information is resident or transiting
1.24.2.1.3. Definition of advanced persistent threat: An extremely proficient, patient, determined, and capable adversary, including two or more of such adversaries working together.

1.24.3. Incident Report Content

1.24.3.1. 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

1.24.3.2. Incident Report Submission

1.24.3.2.1. 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.

SECTION 2 – Electronic Data Interchange (EDI) TRANSACTIONS

2. EDI Transactions: The contractor shall use EDI as the primary means for interfacing with SDDC for all bookings.

2.1. EDI is the computer-to-computer exchange of business data in machine-readable language using strictly defined public standards.

2.1.1. The contractor shall use the Defense Transportation Electronic Business (DTEB) approved Implementation Convention for the ANSI X 12, 300, 301, 303, 304 and 315 transaction sets in compliance with their approved concepts of operations. Version 4010 is the DTEB supported version and is 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 Business (DTEB) Committee. These changes shall be implemented in accordance with schedules approved by the DTEB Committee.

2.1.2. The contractor shall receive or transmit, as appropriate, the following transactions sets:

2.1.3. Contractor receiving order data, 300 Reservation (Used for Delivery order, the booking, including increases and decreases)

2.1.4. Contractor ordering confirmation data, 301 Confirmation (Used for Confirmation of order, contractor to Ordering Officer/COR)

2.1.5. Cancellation data from Ordering Officer, 303 Booking Cancellation (Used for Ordering Officer Cancellation)

2.1.6. Shipping Instructions, 304 Ocean Carrier Shipping Instructions

2.1.7. Contractor shipment status reporting data, 315 Status Detail
2.2. Shipment Status Reporting

2.2.1. The contractor shall provide accurate shipment status reports using the ANSI 315 for multimodal shipments. Transactions shall be submitted in ANSI X-12 EDI standard. The tables below identify specific events that require reporting on multimodal shipments. The contractor shall submit all event reports within 24 hours of accomplishment. Airport event locations will be submitted in accordance with the International Civil Aviation Organization (ICAO).

Table 2.2.2. identifies specific events that require reporting. The contractor shall submit all reports within 24 hours of accomplishment.

2.2.2. Table of Reportable Shipment Status Events

<table>
<thead>
<tr>
<th>CODE</th>
<th>DEFINITION</th>
<th>NOTES</th>
</tr>
</thead>
<tbody>
<tr>
<td>EE</td>
<td>Empty spotted</td>
<td>Container pick up in lieu of actual spot is acceptable for shippers having container pools. Required for other than pool locations (NOT REQUIRED FOR BREAKBULK)</td>
</tr>
<tr>
<td>W</td>
<td>Pickup of Loaded container/Breakbulk</td>
<td>This transaction is required at the time customer turns over possession to Contractor</td>
</tr>
<tr>
<td>I</td>
<td>In-gate at Port of Embarkation (SPOE/APOE)</td>
<td>This transaction is required at the SPOE/APOE with correct location identified</td>
</tr>
<tr>
<td>AE</td>
<td>Loaded on Vessel</td>
<td>This transaction is required at the SPOE and all transshipment seaports with correct location identified</td>
</tr>
<tr>
<td>VD</td>
<td>Vessel departure</td>
<td>This transaction is required at SPOE/APOE and all transshipment ports with correct location identified</td>
</tr>
<tr>
<td>VA</td>
<td>Vessel arrival</td>
<td>This transaction is required at the SPOD/APOL all transshipment ports with correct location identified</td>
</tr>
<tr>
<td>UV</td>
<td>Vessel discharge</td>
<td>This transaction is required at the SPO and all seaport transshipment ports with correct location identified</td>
</tr>
<tr>
<td>OA</td>
<td>Out-gate from SPOD/APOD</td>
<td>This transaction is required at the SPOD/APOD with correct location identified</td>
</tr>
<tr>
<td>AV</td>
<td>Available for Delivery</td>
<td>This transaction may be submitted when cargo is at final destination, but consignee is unable to accept the cargo. AV is valid only if submitted prior to RDD for metric purposes. For Afghanistan Only; the Contractor may submit event code “AV” to the US Government upon entering in line outside the final destination gate to document accrual of driver wait time, if applicable.</td>
</tr>
<tr>
<td>X1</td>
<td>Delivery to consignee</td>
<td>This transaction is required when shipment is delivered to customer, or possession is turned over to the Government</td>
</tr>
<tr>
<td>RD</td>
<td>Return of empty container to contractor</td>
<td>This transaction is required for every container shipment and indicates that the contractor has regained possession of its asset. (NOT REQUIRED FOR BREAKBULK)</td>
</tr>
<tr>
<td>HG</td>
<td>Entry into Government-directed staging</td>
<td>This transaction will be auto-generated based on Contractor date input to the Delay Request and Authorization Portal (D-RAP) after receiving and executing US Government direction to stage a shipment, to include staging at ports or holding yards. The transaction will be auto-generated based on the date the shipment entered into staging.</td>
</tr>
<tr>
<td>HR</td>
<td>Release from Government-directed staging</td>
<td>This transaction will be auto-generated based on Contractor date input to the D-RAP after receiving US Government direction to end staging of a shipment to include staging at ports or holding yards. The transaction will be auto-generated based on date the shipment exited staging.</td>
</tr>
<tr>
<td>SD</td>
<td>Authorized shipment delay</td>
<td>This transaction will be auto-generated upon US Government approval of a Contractor requested delay submitted via the D-RAP.</td>
</tr>
</tbody>
</table>
2.3. Additional Guidance on Specific Transactions

2.3.1 AV transaction: AV may be submitted only when a shipment is at the final destination, but consignee is unable to accept the cargo at final destination. This transaction is optional for all Areas of Responsibility (AORs) except Afghanistan, Pakistan and Iraq to document accrual of driver wait time at final destination, if applicable.

2.3.1.1 For Afghanistan only:

2.3.1.1.1 AV is a required transaction to document accrual of driver wait time. AV may only be submitted upon entering in line outside the final destination gate. There are no other acceptable uses of AV. In the event that an AV transaction is not received, the US Government will assess that driver wait time was not incurred at final destination for the associated shipment.

2.3.1.2 For all other AORs:

2.3.1.2.1 AV submission is optional to document accrual of driver wait time. If used, AV must be submitted when cargo is at final destination, but consignee is unable to accept the cargo. There are no other acceptable uses of AV.

2.3.1.2.2 The AV submission will be considered for RDD performance measure where AV was submitted prior to RDD at final destination location. If multiple AVs are submitted due to US Government directives (e.g. staging), the first AV at final destination location will be considered for RDD purposes if submitted prior to RDD. With the exception of Afghanistan, in order to receive consideration for On-Time Delivery, the Contractor must obtain documentation supporting consignee inability or refusal to accept the shipment, such as evidence that a delivery was attempted after delivery was scheduled with the consignee in accordance with Section 1.5. This documentation must be produced upon request of the cognizant SDDC COR or the SDDC HQ Contract Compliance Branch. Improper use of AV will result in a missed RDD against the associated shipment.

2.3.1.3 Once AV has been submitted, the contractor may not request a delay for that cargo. Staging direction may occur after AV has been submitted, which must be initiated by the US Government.

2.3.1.4 SD and BD transactions: The SD and BD transactions will be auto-generated by the D-RAP based on US Government approval to indicate start or stop of an authorized delay. These transactions will be auto-generated only upon authorization from the cognizant SDDC COR. Documentation supporting the SD/BD transaction pair will be submitted via the D-RAP.

2.3.1.4.1 SD: The Contractor shall submit a request for an authorized delay to the cognizant SDDC COR via the D-RAP within 2 business days of the event causing the delay. The SDDC COR has 2 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 SDDC COR in the D-RAP within 2 business days, the SD transaction will be auto-generated and distributed. The Contractor must submit supporting documentation with the delay request submitted via the D-RAP. The COR may void the delay authorization if supporting documentation with adequate justification is not provided.

2.3.1.4.2 BD: The Contractor shall submit a request to end the authorized delay via the D-RAP with supporting documentation. Following US Government authorization of a Contractor’s delay end via the D-RAP, the BD transaction will be auto-generated and distributed. If the SDDC COR determines that the Contractor’s reporting of the delay duration is inflated, the delay authorization may be voided.
2.3.1.4.3 The SD/BD transaction pair generated via the D-RAP recommits the Contractor to a new delivery date defined as: RDD + (# days elapsed from SD to BD). For a shipment RDD to be amended, both an SD and BD transaction must be authorized and generated via the D-RAP.

2.3.1.5 HG and HR transactions: The HG and HR transactions will be auto-generated by the D-RAP based on Contractor input in D-RAP to indicate start and stop of US Government-directed staging, to include staging at ports or holding yards. Authority for staging is the SDDC cognizant COR.

2.3.1.5.1 HG: Following receipt of a written US Government staging request via the D-RAP, the Contractor will execute movement of the shipment to the staging location. Within 24 hours of entry into staging location, the Contractor will input the date of entry into the D-RAP. As a result of the date input into the D-RAP, the HG transaction will be auto-generated and distributed.

2.3.1.5.2 HR: Following receipt of a written US Government staging release (e.g. call forward) via the D-RAP, the Contractor will execute movement of the shipment from the staging location. Within 24 hours of departure from the staging location, the Contractor will input the date of departure into the D-RAP. As a result of the date input into the D-RAP, the HR transaction will be auto-generated and distributed. Cargo must commence dispatch from staging within required timelines outlined in Section 1.8.3 upon receipt of written US Government request. For large volumes of cargo, contractor will be responsible for managing dispatch in the most expeditious manner. Contractor will provide dispatch timelines to cognizant BN and COR until cargo has dispatched from staging area.

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

2.4. Daily Intransit Visibility (ITV) Reports

2.4.1. Inland ITV services identified in this section will apply for cargo moving to and from Afghanistan.

2.4.2. The contractor shall report each shipment daily by providing event reports or location information as set forth below.

2.4.3. Reporting method/format. The contractor shall report via the Contractor ITV Entry Tool (CIET), for import and export routes available in CIET, or via separate Excel spreadsheets for routes not yet available in CIET.

2.4.4. Daily spreadsheet reports shall be provided by email attachments to a distribution list provided by the cognizant COR. Daily ITV Spreadsheet is located at Attachment 11.

2.5. Manual Operational Reports

2.5.1. The contractor shall provide certain information in connection with cargo at the port to the cognizant SDDC terminal/military activity responsible for cargo documentation at each port where US Government cargo is lifted and/or discharged. Manual Operational Reports for cargo lift are not required for cargo loaded on a “Free-in” basis. Report format, distribution, submission schedule and medium are described at Attachment 9.

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

For cargo booked on Free In/Free out basis, the cognizant SDDC terminal/military activity will provide the contractor a daily lift/discharge report within 4 hours of completion of daily vessel operations. Report format, distribution, submission schedule and medium are described at Attachment 9.

Cargo Lift Information – Containers/Breakbulk
Cargo Discharge
SECTION 3 – PERFORMANCE MEASURES

3.1. Performance Requirements

3.1.1. All cargo booked under this contract shall be moved in accordance with the terms of the contract. The Government strategy for assessing the contractor’s performance under this contract focuses on two business lines: Unit Moves and Other Than Unit Moves (OTUM). Contractor performance will be measured for each geographical COCOM area; separated by Unit Moves and OTUMs.

3.1.2. Quality Control

3.1.2.1. 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 2 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.

3.2. Performance Measures and Performance Standards

3.2.1. To evaluate the contractor’s success in meeting the stated Performance Objectives, the Government will monitor and measure contractor performance under this contract using the Performance Measures identified at Table 3.4.1. There may be more than one Performance Measure for a single Performance Objective.

3.3. Performance Objectives

3.3.1. Performance Objective No. 1: On-Time Delivery

3.3.1.1. The contractor shall deliver the cargo not later than the Required Delivery Date (RDD) specified in the accepted booking. A Modified RDD will be assigned based on the length of the delay authorized in advance by the Government.

3.3.2. Performance Objective No. 2: In-Transit Visibility (ITV)

3.3.2.1. The contractor shall provide accurate and timely shipment status reports using the Electronic Data Interchange (EDI) as required by Section 2.

   Required transactions for containers: W, I, AE, VD, VA, UV, OA, X1, RD
   Required transactions for breakbulk: W, I, AE, VD, VA, UV, OA, X1

3.3.2.1.1. Although required, RD will not be measured with the other required EDI transactions, the Government recognizes that in some cases RD submission may occur after or before shipment RDD

3.3.2.1.2. The event transactions I, VD, VA, and OA must be submitted twice as it will be measured twice to annotate air movements.

3.3.2.2. 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 nine timely transactions out of twelve required transactions, the contractor would receive 75% credit for ITV on that shipment.

3.3.2.3. The ITV measure is independent of the on-time delivery performance measure; although failure to submit an X1 transaction will be considered equivalent to a missed RDD, unless conditions described in Section 2 apply. In either case, X1 is a mandatory EDI transaction for all shipments.

3.4. Performance Objective Assessment
3.4.1. Performance assessments will be prepared on a monthly basis by the close of business on the 1st business day of each calendar month for the previous month. The SDDC HQ COR will coordinate with the contractor to attempt to resolve disputed performance assessment data prior to the posting of the Monthly Performance Assessment. The Government will 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 3.4.1.

<table>
<thead>
<tr>
<th>Performance Objective</th>
<th>Description</th>
<th>Performance Measure</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>On-Time Delivery</td>
<td>Cargo shall be delivered not later than the Required Delivery Date as accepted in the booking.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Performance Average: $x%$ Weight: 0.75 Performance Assessment: $x \times 0.75$</td>
</tr>
<tr>
<td>2</td>
<td>In-transit Visibility</td>
<td>The contractor shall provide to the Government accurate EDI transactions required by Section 2 within 24 hours of the event.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Performance Average: $y%$ Weight: 0.25 Performance Assessment: $y \times 0.25$</td>
</tr>
</tbody>
</table>

Contractor Performance Score

<table>
<thead>
<tr>
<th>Contractor Performance Score</th>
<th>Rating</th>
</tr>
</thead>
<tbody>
<tr>
<td>95% - 100%</td>
<td>Exceptional</td>
</tr>
<tr>
<td>90% - 94.9%</td>
<td>Good</td>
</tr>
<tr>
<td>85% - 89.9%</td>
<td>Satisfactory</td>
</tr>
<tr>
<td>78% - 84.9%</td>
<td>Marginal</td>
</tr>
<tr>
<td>77.9% and under</td>
<td>Unsatisfactory</td>
</tr>
</tbody>
</table>

3.4.2. Performance Rating

3.4.2.1. The Government will use the Contractor Performance Score calculated at Table 3.4.1 above as a factor in the contemporaneous best value booking process. To facilitate that process, the Government will, as suggested below, assign a Contractor Rating to the Contractor’s Performance Score.

Table 3.4.2.1.

3.5. Additional Performance Indicators (API)

3.5.1. Overview. Contractor performance will also be considered based on a monthly basis using the APIs listed in table 3.5.1.1. This information will be considered in the contemporaneous best value booking process. With the exception of API 2, the Government strategy for assessing the contractor’s performance indicators will be by COCOM.
Table 3.5.1.1.

<table>
<thead>
<tr>
<th>API No. 1</th>
<th>Good Order and Condition</th>
</tr>
</thead>
<tbody>
<tr>
<td>API No. 2</td>
<td>Final Invoice Submission Timeliness</td>
</tr>
<tr>
<td>API No. 3</td>
<td>Contract Discrepancy Report</td>
</tr>
</tbody>
</table>

3.5.2. Good Order and Condition (API No. 1)

3.5.2.1. Cargo shall be delivered to the consignee in the same order and condition as when turned over to the contractor for shipment. Good Order and Condition will be measured based on the contractor’s total number of loss and damage incidents against the contractor’s total shipments with an RDD in the same month as the shipment associated with the incident.

3.5.3. Final Invoice Submission Timeliness (API No. 2)

3.5.3.1. Timeliness of final invoice submission will be measured, documented and may be presented at senior level SDDC/contractor forums. Final invoices may be submitted only after services included on the invoice have been satisfactorily performed (Ref FAR 32.905). Final invoices with proper documentation shall be submitted to SDDC G8 with the timeliness established in attachment 2 – Invoicing and Payment.

3.5.4. Compliance with Contract Terms and Conditions (CCTC) (API No. 3)

3.5.4.1. 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 Contract Discrepancy Reports (CDR) against the contractor’s total shipments with an RDD in the same month as the shipment associated with the CDR.

SECTION 4 – LIABILITY

4.1. Liability for Lost or Damaged Cargo

4.1.1. Lost or Damaged Cargo. The contractor is required to deliver cargo to 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. For all bookings, the contractor is liable for lost or damaged cargo up to $50,000, or the actual amount of the loss or damage to the cargo, whichever is less. Should a shipper desire to declare the value of its booked cargo in an amount greater than $50,000, the shipper will order the “increased value” accessoriel (see table of accessorials) which obligates the contractor to be liable for damage and loss up to the amount stated below, or the actual value of the lost cargo, whichever is less.

Up to $75,000
Up to $100,000
Up to $200,000
Up to $500,000
Up to $1,000,000
Up to $1,250,000
Up to $1,500,000

4.1.2. A “booking” covers all cargo booked under a single PCFN and the contractor is liable to the shipper for lost or damaged cargo up to the amount declared in the booking, or the actual value of the lost cargo, whichever is less.
Notice. Pursuant to the Contract Disputes Act, the Government has 6 years from discovery of loss or damaged cargo, to file a claim with the contractor. However, the Government will take all reasonable steps to provide notice of loss as soon as it is discovered.

4.1.3. Liability is governed by the applicable statute or multi-lateral international agreement based on the mode of cargo transportation (i.e. air, sea, or land) at the location where the loss or damage occurred. 49 U.S.C. §14706 also applies to all land cargo transportation including land cargo transportation outside the United States. However, the above referenced accessorial liability and notice requirements replace the following statutory and Convention provisions: Article 22(2) & (3) and Article 31, of the Convention for the Unification of Certain Rules for International Carriage by Air (Montreal Convention, (1999); 46 U.S.C.A. §30701, Section 4(5) & Section 3(6); and 49 U.S.C.A. §14706(e) & (f).

4.2. Contractor Bodily Injury and Property Damage Liability

4.2.1. Contractors are required to maintain bodily injury and property damage liability insurance coverage in amounts equal to, or in excess of, those customarily used in the commercial marketplace in the zones where services will be performed and shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims. The insurance coverage shall provide for bodily injury and property damage liability covering the operation of all automobiles, trucks, aircraft, and ocean vessels used in connection with performing the contract.

SECTION 5 – DEFINITIONS

5. 1. Abbreviations/Acronyms

<table>
<thead>
<tr>
<th>Abbreviation</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>AOR</td>
<td>Area of Responsibility</td>
</tr>
<tr>
<td>APOD</td>
<td>Aerial Port of Debarkation</td>
</tr>
<tr>
<td>APOE</td>
<td>Aerial Port of Embarkation</td>
</tr>
<tr>
<td>CFS</td>
<td>Container Freight Station</td>
</tr>
<tr>
<td>CO</td>
<td>Contracting Officer</td>
</tr>
<tr>
<td>CONUS</td>
<td>Continental United States</td>
</tr>
<tr>
<td>COR</td>
<td>Contracting Officer’s Representative</td>
</tr>
<tr>
<td>CPA</td>
<td>Cargo Preference Act (1904)</td>
</tr>
<tr>
<td>CRAF</td>
<td>Civil Reserve Air Fleet</td>
</tr>
<tr>
<td>CSC</td>
<td>Convention of Safe Containers</td>
</tr>
<tr>
<td>DeCA</td>
<td>Defense Commissary Agency</td>
</tr>
<tr>
<td>DFARS</td>
<td>Defense Federal Acquisition Regulation Supplement</td>
</tr>
<tr>
<td>DLA</td>
<td>Defense Logistics Agency</td>
</tr>
<tr>
<td>DoD</td>
<td>Department of Defense</td>
</tr>
<tr>
<td>DODAAC</td>
<td>Department Of Defense Activity Address Code</td>
</tr>
<tr>
<td>DTEDI</td>
<td>Defense Transportation Electronic Data Interchange</td>
</tr>
<tr>
<td>DTR</td>
<td>Defense Transportation Regulation</td>
</tr>
<tr>
<td>DTS</td>
<td>Defense Transportation System</td>
</tr>
<tr>
<td>EDI</td>
<td>Electronic Data Interchange</td>
</tr>
<tr>
<td>EIPP</td>
<td>Electronic Invoice Presentation and Payment</td>
</tr>
<tr>
<td>FEU</td>
<td>Forty Foot Equivalent Unit</td>
</tr>
<tr>
<td>FAR</td>
<td>Federal Acquisition Regulation</td>
</tr>
<tr>
<td>FAK</td>
<td>Freight All Kinds</td>
</tr>
<tr>
<td>FIO</td>
<td>Free In and Out</td>
</tr>
<tr>
<td>GFC</td>
<td>Government Furnished Containers</td>
</tr>
<tr>
<td>Acronym</td>
<td>Definition</td>
</tr>
<tr>
<td>---------</td>
<td>------------</td>
</tr>
<tr>
<td>GLOC</td>
<td>Ground Line of Communication</td>
</tr>
<tr>
<td>IMO</td>
<td>International Maritime Organization</td>
</tr>
<tr>
<td>ISO</td>
<td>International Organization for Standardization</td>
</tr>
<tr>
<td>IBS</td>
<td>Integrated Booking System</td>
</tr>
<tr>
<td>ITGBL</td>
<td>International Thru Government Bill of Lading</td>
</tr>
<tr>
<td>ITV</td>
<td>Intransit Visibility</td>
</tr>
<tr>
<td>JOPES</td>
<td>Joint Operation Planning and Execution System</td>
</tr>
<tr>
<td>MSC</td>
<td>Military Sealift Command</td>
</tr>
<tr>
<td>OCBO</td>
<td>Ocean Cargo Booking Office</td>
</tr>
<tr>
<td>OCCA</td>
<td>Ocean Cargo Clearance Authority</td>
</tr>
<tr>
<td>OCI</td>
<td>Ocean Contractor Interface</td>
</tr>
<tr>
<td>OCONUS</td>
<td>Outside Continental United States</td>
</tr>
<tr>
<td>OO</td>
<td>Ordering Officer</td>
</tr>
<tr>
<td>OTUMs</td>
<td>Other Than Unit Moves</td>
</tr>
<tr>
<td>PIDs</td>
<td>Plan Identifications</td>
</tr>
<tr>
<td>POD</td>
<td>Port of Discharge</td>
</tr>
<tr>
<td>POE</td>
<td>Port of Embarkation</td>
</tr>
<tr>
<td>POV</td>
<td>Privately Owned Vehicle</td>
</tr>
<tr>
<td>PWS</td>
<td>Performance Work Statement</td>
</tr>
<tr>
<td>QA</td>
<td>Quality Assurance</td>
</tr>
<tr>
<td>QCP</td>
<td>Quality Control Plan</td>
</tr>
<tr>
<td>RDD</td>
<td>Required Delivery Date</td>
</tr>
<tr>
<td>Reefer</td>
<td>Refrigerated Container</td>
</tr>
<tr>
<td>RFP</td>
<td>Request for Proposals</td>
</tr>
<tr>
<td>RORO</td>
<td>Roll-On/Roll-Off</td>
</tr>
<tr>
<td>SCAC</td>
<td>Standard Contractor Alpha Code</td>
</tr>
<tr>
<td>SDDC</td>
<td>Military Surface Deployment and Distribution Command</td>
</tr>
<tr>
<td>TCMD</td>
<td>Transportation Control &amp; Movement Document</td>
</tr>
<tr>
<td>TCN</td>
<td>Transportation Control Number</td>
</tr>
<tr>
<td>TEU</td>
<td>Twenty Foot Equivalent Unit</td>
</tr>
<tr>
<td>TREMCARD</td>
<td>Transport Emergency Card</td>
</tr>
<tr>
<td>ULN</td>
<td>Unit Line Numbers</td>
</tr>
<tr>
<td>US</td>
<td>United States</td>
</tr>
<tr>
<td>USTRANSCOM</td>
<td>United States Transportation Command</td>
</tr>
<tr>
<td>VETCOM</td>
<td>US Army Veterinary Command</td>
</tr>
<tr>
<td>VISA</td>
<td>Voluntary Intermodal Sealift Agreement</td>
</tr>
</tbody>
</table>

### 5.2. Definitions

The following terms have the meaning as set forth below:

**Acceptable Space**: Space with normal access thereto as would normally be used in liner service for the particular type of cargo declared at the time of booking, and shall be properly prepared, cleaned and ready to receive the cargo.

**American National Standards Institute (ANSI ASC X12)**: Charters the Accredited Standards Committee (ASC) X12 to develop uniform standards for inter-industry electronic interchange of business transactions throughout North America.

**Billable Weight**: The weight of a shipment the contractor may bill the Government. The billable weight is either the scale or dimensional weight, whichever is greater. For cargo that is unstuffed and reconfigured in accordance with
section 1.2.3, only one method of determining billable weight (scale or dimensional) is allowed per PCFN. For all other cargo, the billable weight determination is allowed per TCN.

**Booked Dimensional Weight:** The estimated dimensional weight of cargo based on the dimensions provided by the shipper and included in the booking. The booked dimensional weight is figured in the following manner: \( L \times W \times H \) (all measurements in inches) divided by 166.

**Booked Weight:** The estimated scale weight of cargo provided by the shipper.

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

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

**Bulk Cargo:** Cargo consisting of unsegregated mass commodities. Examples of bulk cargo include sand, gravel, ready-mix concrete, coal, and agricultural products (e.g., seeds, grains, animal feeds).

**Cargo Cleaning Service:**

- **Wash Service:** Cleaning required for cargo that has been tendered to the contractor dirty and requires thorough washing.

- **Rinse Service:** Cargo cleaning to remove road dirt and other contaminants accumulated while in transit or at the port. Service applies to cargo that was tendered to the contractor clean.

**Concealing Service:** Covering and protecting of cargo using weather resistant, non-transparent, durable material.

**Consignee:** The person or entity named in the booking or shipping instructions to which goods have been shipped or turned over for care.

**Contracting Officer (CO):** A person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. The term includes certain authorized representatives of the Contracting Officer acting within the limits of their authority as delegated by the Contracting Officer.

**Contracting Officer’s 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 of the contract; ensuring contractor’s compliance with reporting requirements; providing data for Government reports; verifying/ certifying invoices; and reviewing contractor claims.

**Contractor:** An entity in private industry, which enters into contracts with the Government to provide goods or services.

**Constructive Staging:** A delay in the final receipt of the cargo by the Government at the inland destination after release and commencement of on-carriage from the discharge port caused by the Government’s refusal or inability to accept the containers at the inland destination. Requires cognizant COR approval.

**CRAF Carrier:** A US Flag commercial air carrier who is an active participant of the Civil Reserve Air Fleet (CRAF) Program. CRAF Participant is synonymous with CRAF Carrier.

**Dimensional Weight:** The weight computed on the basis of volume rather than actual weight. The dimensional weight of contractor-owned/provided containers shipments shall be determined by the dimensions of the contents within the container, established prior to airlift, unless the Government specifically requests in the booking remarks for the door to door movement of the contractor-owned/provided container. In the event the sum of the dimensional weight of the contents of a contractor-owned/provided container exceeds the dimensional weight of the container, the container dimensional weight shall apply.
Dimensional Weight is figured as follows:

\[ L \times W \times H \text{ (all measurements in inches)} \div 166. \]

Driver free time: The time allowed for Government shippers and receivers to load and unload contractor equipment (i.e. containers) before driver wait time charges accrue.

Drop and Pick: See Spotting of Containers

Dry Cargo Container: A completely enclosed weatherproof container.

EDI Implementation Convention (IC): Defines the rules for filling in or “populating” an EDI transaction. Following the agreed upon convention, or version of the standard ensures that EDI partners will encounter fewer data quality problems during development and maintenance of their EDI systems.

Electronic Data Interchange (EDI): The computer-to-computer exchange of business data in machine-readable language using strictly defined public standards.

English Speaking: Limited Working Proficiency - Converses intelligently but without thorough control of pronunciation and grammar within most social situations, about current events, his work, family, autobiographical information and non-technical subjects.

Excepted Cargoes Breakbulk/RORO: Aircraft (unboxed), helicopters, boats over 40 ft., oversized cargo, bulk cargo, explosives (excluding IMO Class 1.4), and heavy lift cargo.

Excepted Cargoes Container: Heavy lift cargo, explosives (excluding IMO Class 1.4), over dimensional cargo, open tops and flatrack containers.

Flatrack (Platform) Container: A container without weatherproof sides and/or top to include platforms, which have no sides or ends and flatracks with rigid or collapsible ends.

Hazardous Cargo: A hazardous substance or material including a hazardous substance, which has been determined by the Secretary of Transportation or International Maritime Organization (IMO) to be capable of posing an unreasonable risk to health, safety and property when transported in.

Heavy Lift Cargo (Breakbulk): Any piece of breakbulk cargo with a scale weight exceeding 60,000 lbs.

Heavy Lift Cargo(Container): Any container with a scale weight exceeding 44,000 lbs.

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

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

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

Liner Terms—Breakbulk: The contractor provides all services from receipt of cargo at POE to load of cargo on the vessel (liner in) or from discharge of the vessel at POD to outgate (liner-out). Any costs for the loading and discharging of inland transport within the contractor’s terminal are for the account of the contractor.

Liner Terms – Container: 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/RO-RO, 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.

**Live Unload:** Contractor delivers a loaded container and the driver waits while the receiver unloads the container.

**Multimodal Move:** Being or involving more than one mode of transportation during a single journey, that permits the contractor to elect the most efficient type and/or mix of transportation methods (air, sea, rail, truck, barge, etc) in order to meet a specified RDD. In a multimodal move, the prime contractor maintains responsibility and liability for the cargo during the entire movement from origin to final destination.

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

**Ocean Cargo Clearance Authority (OCCA):** See Ocean Cargo Booking Office (OCBO)

**Ordering Activity:** Includes the Commander, Surface Deployment and Distribution Command (SDDC), and authorized designees.

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

**Over Dimensional Cargo - Container:** Any individual piece of container booked cargo which cannot fit within the container because its dimensions are greater than that of the booked container.

**Oversized Cargo - Breakbulk:** Breakbulk cargo that has any one dimension over 50 feet long, more than eleven (11) feet wide or over ten (10) feet in height, or as determined by the Ordering Officer, requires special handling equipment for loading aboard or discharging from a vessel or aircraft because of that cargo’s atypical size.

**PCFN (Port Call File Number):** An identifier generated and assigned by the Integrated Booking System to uniquely identify a booking. A task order is issued at the PCFN level may consist of one or many TCNs.

**QUADCON:** Shipper Owned Container; four QUADCONs have the same external dimensions as a 20-foot shipping container.

**Receiver:** Individual or entity authorized by the consignee to receive and sign for delivered cargo.

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

**Round Robin:** See Spotting of Containers

**Scale Weight:** The weight of cargo determined by either a certified commercial weigh ticket or a joint weigh ticket. Weigh tickets shall represent the weight for the Government-owned or leased containers, contents of the contractor owned container, air pallet or breakbulk item only, independent of truck, chassis, or other conveyances. A Weigh ticket shall only contain the contents of a single TCN.

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

- **K** – At the contractor’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 correspond 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 contractor. Does not apply to local deliveries performed at the expense of the Government.
S – Same as Code T, except that one or more stop-offs in route to final destinations have been booked with the contractor. Does not apply to local deliveries performed at the expense of the Government.
T – Same as Code L, 1-9, or M except cargo is booked as a “Through Shipment” under Single Factor Rates.

**Shipper Owned 20/40 ft Containers:** Breakbulk/RORO – Government owned/leased container cargo carried by break bulk and/or RORO operators under the Breakbulk/RORO section.

**Spotting containers:** Positioning empty containers at shipper’s facility for loading by the shipper:

- **Drop and Pick:** Contractor delivers an empty container on chassis and later picks it up after it has been loaded.
- **Live Load:** Contractor delivers an empty container and the driver waits while the shipper loads the container.
- **Round Robin Drop and Pick:** The contractor would position one empty container at the shipper’s facility. All other deliveries of empty containers would be scheduled with the pickup of loaded containers.

**Staging:** Delay in commencement of drayage, line-haul or on-carriage transit requested by the Government.
Containers may be staged at the contractor’s terminal, port facility, or at any other location chosen by the contractor, such as a railhead or barge terminal.

**Transportation Control Number (TCN):** A 17-character data element assigned to control and manage every shipment unit throughout the transportation pipeline.

**TRICON:** Shipper Owned Container; three TRICONs have the same external dimensions as a 20-foot shipping container.

**Vessel Status Code:** The first position of the code describes the type of contract. The second indicates whether Government or contractor is responsible for vessel load and delivery of cargo to/from port. Codes 5-9 are only used for breakbulk cargoes 2nd Position codes are as follows:

<table>
<thead>
<tr>
<th>Code</th>
<th>POE</th>
<th>POD</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Free-in</td>
<td>Free-out</td>
</tr>
<tr>
<td>2.</td>
<td>Liner-in</td>
<td>Liner-out</td>
</tr>
<tr>
<td>3.</td>
<td>Free-in</td>
<td>Liner-out</td>
</tr>
<tr>
<td>4.</td>
<td>Liner-in</td>
<td>Free-out</td>
</tr>
<tr>
<td>5.</td>
<td>Door/Liner-in</td>
<td>Free-out</td>
</tr>
<tr>
<td>6.</td>
<td>Door/Liner-in</td>
<td>Liner-out</td>
</tr>
<tr>
<td>7.</td>
<td>Free-in</td>
<td>Liner-out/Door</td>
</tr>
<tr>
<td>8.</td>
<td>Liner-in</td>
<td>Liner-out/Door</td>
</tr>
<tr>
<td>9.</td>
<td>Door/Liner-in</td>
<td>Liner-out/Door</td>
</tr>
</tbody>
</table>

**Wheeled or Tracked Vehicles:** (Unboxed) - Includes all types of unboxed, land or amphibious vehicles, set up on wheels or tracks, whether or not self propelled.