PERFORMANCE WORK STATEMENT
STEVEDORING AND RELATED TERMINAL SERVICES
PORT OF ROTTERDAM, NETHERLANDS

Stevedoring and Related Terminal Services
(S&RTS)

Performance Work Statement (PWS)

For

Military Operations Terminal
838th Transportation Battalion

8 June 2026

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1. BACKGROUND AND SCOPE

1.1 Background. The U.S Army Transportation Command (ARTRANS), headquartered at Scott AFB, IL is an operational-level Army force designated by the Sectary of the Army (SECARMY) as the Army Service Component Command (ASCC) of the United States Transportation Command (USTRANSCOM) and a major subordinate command of Army Material Command (AMC). ARTRANS is responsible for providing coordination worldwide for origin to destination surface traffic management support; coordinates surface and multimodal transportation contracted functions for all Department of War (DoW) (and other U.S. Government entities, as authorized, and designated multinational and interagency elements). Since its establishment in 1965, ARTRANS has played a vital role in our nation's defense by providing support to the warfighter to every war, major contingency, training exercise and humanitarian relief operations where our Military forces are needed and deployed.

1.2 Scope of Service. Provide Stevedoring and Related Terminal Services (S&RTS) at the Port of Rotterdam, Netherlands, primarily at the Steinweg Botlek Terminal, in connection with the import and export of Defense Transportation System (DTS) sponsored cargo. all tasks shall be completed per requirements stated through the Performance Work Statement (PWS) and in a manner consistent with the "Best Commercial Practices." ARTRANs has identified the Steinweg Botlek Terminal in the Port of Rotterdam as the primary terminal to support DoW terminal and vessel operations for this contract. Contractor shall have the ability to provide services, labor, and equipment in accordance with this contract primarily at the Steinweg Botlek Terminal and other designated terminals located within the Rotterdam port, as required.

1.2.1 S&RTS services will cover the full spectrum of managing US Military cargo (e.g. containers, vehicles, breakbulk, and rotary or fixed wing aircraft) transitioning through designated seaport. Operational tasks and shall include but not limited to all stevedoring and longshoring required for vessel, truck, and rail loading & discharging, port reception and disposition, cargo management staging, intra port transfers, cargo prep, Checking & Tallying (C&T), and handling & warehousing Government provided dunnage and tiedown materials.

1.2.1.1 Requirements includes physical security, facilities, storage/staging, office space, office supplies, and provide documentation/reports for port operation expenses & reconciliation of services to include other related miscellaneous requirements as outlined in this PWS.

1.2.1.1 Contracted services shall include the capability to work multiple vessels and vessel decks simultaneously, the port of Rotterdam, and in conjunction with operations at each terminal as described in this PWS's Area of Responsibility (AOR) 24-hours a day, seven (7) days per week, and 365 days per year (see section 6 for port location). All classes of supply that includes military vehicles up to 150,00lbs, AA&E & hazardous materials, as well as sensitive, controlled, refrigerated, and/or other general DoW cargo handled through all modes of transport.

1.2.1.2 All services in accordance with (IAW) the PWS require approval from the Contracting Officer (CO) or their appointed Contracting Officer's Representative (COR), and any work performed without authorization shall be at the Contractor's expense.

****NOTE:** See Section 6 for specific geographic locations and port specific requirements.

****NOTE:** Subsequent references to the COR throughout the PWS will also assume the Alternate Contracting Officer's Representative (ACOR) as well, unless otherwise specified.

1.2.1.3 The Contractor shall provide all the gear, MHE, materials, supplies, management, and sufficient amounts of qualified general & skilled labor to satisfy the full scope of operating seaport terminal for this contract.

1.2.2 The Contractor shall obtain written approval from the COR for all work, services, or other terminal operations for which a task order number and ordering template will be issued. The Contractor shall assume all expenses for any work performed outside of the contract or without prior written authorization from the COR.

1.2.3 During periods of inactivity (i.e., no active mission support), the Contractor shall maintain up-to-date contact information with the COR and respond to all inquiries within two business days. During active mission support, the Contractor shall be immediately responsive to COR/OO inquiries and requests. Failure to respond timely, as defined herein, will be considered a performance failure.

2. GENERAL SECURITY REQUIREMENTS.

2.1 General security requirements of the Contractor defined within this section. Additional duties and requirements specific to the particular terminal(s) within the scope of this contract further defined in Section 6.2 - Port - Terminal Specific Requirements (security).

2.2 The overall classification of work associated with this contract is UNCLASSIFIED. Personnel assigned to this contract will not require access to Non-Secure Internet Protocol Router Network (NIPRNet) applications or UNCLASSIFIED Government systems, therefore not authorized to obtain a Common Access Card (CAC) or Alternative Smart Card Logon (ASCL) tokens.

2.3 **Ground Rules and Constraints.**

2.3.1 **Personnel Screening**. Contractor shall ensure its employees meet U.S. Government guidelines regarding foreign national employment by screening all employees for indications of criminal, terrorism, or threat-related activity or alliances detrimental to the United States of America or Host Nation.

2.3.1.1 The Contractor shall not employ any person under this contract convicted of any of these offenses or who presents any of these unfavorable behaviors or is simultaneously an employee of the United States Government. Anyone refusing screening shall result in denial of applicant's access for employment and/or termination. If employment or continued employment of any Contractor employee is prejudicial to the interests or endangers the security of the United States of America, the Contractor shall make the necessary changes to remove those employees from interacting or engaging with US personnel.

2.3.2 **Completed Screening**. Once the screening process is completed the results and the applicant request for clearance approval, will be submitted to the 838th for vetting through the 598th Trans Brigade S-2 to ensure investigative and clearance requirements were obtained before the start date of the contract for review. Any derogatory information may result in the applicant's access denied. Screening will be completed prior to any badge issuance. Screening maintains compliance with enhanced force protection measures through document examination, verification, biographical, and security interviews. Applicants denied access due to derogatory information may file an appeal to the Contracting Officer and 598th for review.

2.3.3 **Persons Excluded from the Premises.** The Contractor shall not allow any person(s) banned by any authority from the premises to have access to terminal facilities, equipment, or other material related to Government operations.

2.3.4 **Persons with Restricted Duties.** The Contractor shall not allow a person restricted by any authority from certain equipment or areas to operate that equipment or enter areas as designated by the COR.

2.3.4.1 The Contractor personnel shall read and comply with applicable DoW security regulations, policies, and procedures for access to installations and facilities.

2.3.4.2 The Contractor shall comply with all requirements associated with Installation Access Control. The Government is not liable for any costs associated with performance delays due solely to the Contractor's failure to comply with the applicable Port, Facility or Installation Access Control processing requirements.

2.3.4.3 Upon termination or completion of this contract, the Contractor shall surrender all Government supplies, materials, and equipment to the COR. In addition, the Contractor shall turn in any security badges issued to the COR on the last day of the contract or upon any termination/reassignment of a contract employee.

2.3.5 **Derogatory Information.** If the Government notifies the Contractor that employment of any Contractor employee is prejudicial to the interests or endangers the security of the United States of America, the Contractor shall remove and bar that person from Military operations. This includes security deviations/incidents and credible derogatory information on contract members during the course of the contract period. The Contractor receiving award of this contract shall make any changes necessary in the appointment(s).

2.3.5.1 The Contractor's personnel will immediately be escorted off the premises. The contractor shall ensure the roles/privileges assigned to contractor employees on the Government computing platforms are limited to the roles/privileges essential to that individual's performance of his/her assignments. These roles/privileges can be limited or revoked by the Government for any reason.

2.3.6 **Operations Security (OPSEC).** Protecting critical information (friendly activities, intentions, capabilities, or limitations) is crucial to prevent adversaries from gaining advantage. Therefore, contractors must adhere to OPSEC requirements throughout the contract lifecycle. All information provided is For Official Use Only (FOUO). Additionally, mandatory initial and annual OPSEC training is required after contract award for all contractors working on-site at a DoW facility or off-site accessing a Federally controlled information system. Proof of completion must be available to the COR/CO. Training can be accessed at the following website: (https://securityawareness.usalearning.gov/opsec/index.htm). Immediately consult the contracting office's OPSEC coordinator regarding the ARTRANS Critical Information and Indicators List (CIIL) and any OPSEC questions. Protect critical information (e.g., mission details, units, cargo) from unauthorized disclosure and coordinate with the government to minimize shared information. Report suspected/known compromises immediately to the COR and security office. Safeguard information (including FOUO and CUI) per the Critical Information and Indicators List (CIIL) using measures like: encryption; locked storage; restricted distribution; secure destruction; limiting verbal discussions; avoiding unencrypted phones/foreign mail; prompt document retrieval; cover pages; and minimizing public disclosure. Contact the COR/CO for clarification.

2.3.7 **Threat Related Incidents**. Persons employed by the Government will report threat-related incidents, behavioral indicators, and other matters of Counterintelligence (CI) interest specified in AR 381-12, Chapter 3, to the Facility Security Officer, the nearest Military CI Office, the Federal Bureau of Investigation, or the Defense Counterintelligence and Security Agency.

2.3.8 **Vendor Threat Mitigation.** The Contractors shall submit a semi-annual report to the CO for each first-tier foreign transportation service provider, operating as a separate legal entity, contracting directly with Contractor or its commonly owned legal affiliate, which has employees who may have physical contact with USG shipments in the ordinary course of contract performance. See Appendix E for further instruction for this requirement. Compensation for services defined in this paragraph are included in all commodity rates established in the SOR.

2.3.9 **Port or Base Access.** The Contractors employees to include sub-contractors will comply with base access and control procedures, personnel not cleared for entry into secured working area/s will be denied entry, and the USG shall not be liable for wages of such denied personnel.

2.3.10 **Vehicle Identification.** The Contractor shall obtain installation/port access clearance for any vehicles used in performance of this contract. The Contractor shall submit a comprehensive list of vehicles required during the duration of this contract immediately upon award to the COR in order to obtain access clearance. The list shall identify vehicle type, license plate, and owner/ company

name. Personal Owned Vehicles (POV) shall not be authorized entry in and around USG equipment unless identified as official vehicles critical to the success of the mission. When submission of a new vehicle is necessary, only substitutions are acceptable to maintain a reasonable number of cleared vehicles authorized entry.

2.3.11 **Security Regulation Guidance.** Security Regulation Guidance found at https://www.esd.whs.mil/dd/. Select under "DoW Issuances" the following DoW Instructions and Manuals.

2.4 **Privacy Information**. Contractor and COR/ACOR, must ensure all personnel information collected, maintained, used or disseminated is relevant and necessary to accomplish the Contract. Contractor will collect information to the greatest extent practicable directly from and inform the individual of the reason collection of the information is required; authority for collection; who and for what purpose; whether disclosure is mandatory or voluntary; and the impact of not providing the information. Contractor and COR/ACOR will establish appropriate administrative, technical and physical safeguards, for protection of paper, documentation involved, to ensure security of records and prevent compromise or misuse during storage, transfer, or use, including transiting authorized alternative worksites. Privacy information collected, must comply with host nation, DoW and Army Privacy Act regulations, whichever is more stringent.

2.5 **Badges**. All permanent and temporary personnel, hired directly or indirectly by the Contractor performing work under this contract, shall have in their possession, and display when required, a current Workers Identification badge issued by each port where military operations is being performed. The Contractor's management shall ensure compliance with this requirement.

2.5.1 Upon termination or completion of this contract, the Contractor shall surrender all Government supplies, materials, and equipment to the COR. In addition, the Contractor shall turn in any security badges the government issued to the COR on the last day of the contract or upon any termination/reassignment of any employee or subcontractor.

2.6 **Cyber Security.** The services designated under this contract are "operationally critical support" as defined in Defense Federal Acquisition Regulation Supplement (DFARS) 252-204-7012 Safeguarding Covered Defense Information and Cyber Incident Reporting.

3. GENERAL SAFETY REQUIREMENTS

3.1 General Safety Requirements of the Contractor defined within this section. Additional duties and requirements specific to the particular terminal(s) within the scope of this contact further defined in Section 6.0 –Port - Terminal Specific Requirements (safety). All Army Safety Regulations can be found at http://armypubs.army.mil.

3.2 **Enforcing and Monitoring Safety**. The Contractor shall comply with, enforce and monitor applicable host nation, international, local installation and ARTRANS Transportation Battalion safety and fire regulations. The COR will log any discrepancies within the defined quality performance process. The Contactor shall establish and maintain an effective and comprehensive safety program. The Contractor shall support the ARTRANS Emergency Disaster Plan. The Contractor shall acquire, maintain, and require the use of safety equipment, personal protective equipment (PPE) (29 CFR 1918.101-106) and devices necessary to protect employees at all times while working any USG operation on the port, terminals or vessel(s).

3.2.1 **Safety Program**

3.2.1.1 **Safety Program Representative**. The Contractor shall provide as part of its management staff a dedicated Safety Program Representative (SPR) and/or alternants as needed for each operation. The Contractor shall ensure the SPR is assessable and on site to observe all USG Operations contractor personnel to include sub-contractors to ensure the Contractor's safety practices are monitored, damage/injury is investigated and make corrections when deviations or departures from safety are observed.

3.2.2 **Accident Prevention/Safety Program.** The Contractor shall provide to the COR within five (5) calendar days of contract award date, their written plan for Accident prevention/safety program, for port/terminal operations in the Port of Rotterdam, per Federal Acquisition Regulations (52.236-13 Accident Prevention).

3.2.3 **Safety Stop**. The USG reserves the right to call "safety stop" of the Contractor's operations when/if the Safety Officer, COR, or other USG representative observes or reports unsafe practices, safety infractions or safety violation(s); whereas harm to life, damage to property, or unsafe practices are present/possible. The COR shall inform the contractor to "stop work" directing the contractor to "stand-by." The Contractor's operations shall not resume until all practices, infraction or violations have been addressed and corrected and/or revises their methods of operation to correct the safety issue and brings together all personnel for a safety briefing to the 838th Safety Officer or their representative satisfaction. The USG will not compensate the Contractor for any time spent on "stand-by" or lost time incurred due to safety violation/infraction. The USG may hold the Contractor liable for any costs incurred to the USG, resulting from operations halted due to the Contractor's unsafe practice or violation.

3.2.4 **Safe Working Load Lift trucks and Cranes.** The Contractor shall adhere to local authority and DoW standards for "safe working load" for all Contractor Furnished Equipment & Material Handling Equipment CFE/MHE, to include all cranes (ship or shore). The Contractor shall adhere to all safety requirements when lifting cargo. The Contractor shall ensure all CFE/MHE driver/operators are certified and trained as per HN requirements. The COR or other designated USG personnel may stop any/all driver/operators to assess whether they are certified or trained on the equipment they are operating.

3.2.5 **Personnel Protective Equipment (PPE).** The Contractor shall ensure all Contractor personnel, to include its Subcontractors, have and wear proper PPE. The Contractor shall provide to the COR a Safety/Hazard analysis that defines the proper PPE required to be used and/or worn when engaged in terminal or port operations. The safety/hazard analysis shall be provided to the COR within two (2) calendar days of contract award, whereas the COR and Safety Officer will monitor, and report PPE usage based on the Safety/Hazard analysis. The Contractor shall provide to the COR within two (2) calendar days a new/updated Safety/Hazard analysis if/when changes in operational scope occur. The Contractor shall conduct PPE/Hazard Analysis in English language and language understood by the labor/workers.

3.3 **Contractor Safety Briefings.** The Contractor shall, as part of all commodity and extra labor operations, conduct and document safety briefings for all workers by name prior to all vessel, terminal service/operations and at each shift change. The Contractor shall provide a mandatory safety briefing to new personnel as they are added. The Contractor shall conduct safety briefings with the presence of a USG representative. The COR or ARTRANS Safety Officer may also

participate in these briefings. The job Safety/Hazard analysis should be the basis for safety brief content. See FAR 52.236 (f)(1) for guidance. Safety briefings conducted by the Contractor shall relate to the type of operation (e.g., truck, vessel, rail, yard, crane, ammunition etc.), and at a minimum, must meet local authority and/or DoW regulatory guidance or host nation requirements. The Contractor shall conduct safety briefings in English language and language understood by the labor/workers.

3.3.1 **Safe Working Load.** The Contractor shall adhere to local authority and DoW standards for "Safe Working Load" for all MHE and lifting gear, to include all cranes (shore or ship), when lifting cargo. Reference 29 CFR 1917.42 Miscellaneous auxiliary gear.

3.4 **USG Safety Briefing.** The USG, at its discretion, may conduct additional safety briefings when necessary and per local Commander's guidance. The USG's safety briefing may include information from above or other necessary Command-related information or additional safety concerns. Compensation (unless for safety violation) for the Contractor's labor shall be placed on detention and compensated per Schedule 2A of the SOR. No compensations shall be made to the contractor for "Safety Stop/Violations".

3.5 **Reporting Accidents, Injuries and Damage**

3.5.1 **Reportable Accident, Injuries or Damage Reporting**. The USG requires reporting of any situation that result in injury or death to any personnel, or damage to USG cargo or commercial property. The Contractor shall immediately notify the COR of any incident and/or accident that results in injury or death to any personnel, damage to USG cargo, commercial property, during or arising from performance under this contract. The Contractor shall submit accident investigation reports to the COR and USG Safety Officer as mandated in Reporting Timeline Requirements listed below.

3.5.1.1 The Contractor shall submit documentation to the COR verifying the qualifications and task training for each employee involved in the incident/accident.

3.5.1.2 The Contractor shall submit all maintenance records for CFE/MHE involved in any accident or incident involving injury.

3.5.1.3 The Contractor shall assist the USG during any incident and/or accident investigation.

3.5.1.4 The Contractor shall report overall accident rate annually.

3.5.2 **Preserve Critical Evidence.** The Contractor shall secure the accident location and preserve critical evidence. The Contractor shall allow USG personnel access to the location, all evidence, and all Contractor-employee witnesses, to include operators involved in the accident. The Contractor shall ensure that operations do not resume until cleared by the COR, USG Safety Officer, and local authorities

3.5.3 **Reporting Timelines and Requirements**

3.5.3.1 **Within eight (8) Hours:** Accident Information required from Contractor of incident if severe damage to equipment, hospitalization of employees or loss of life:

- Date and time of incident
- Location of incident
- Brief synopsis of the accident, to include injured personnel, equipment damaged and description of activity during the incident
- Supervisor name and contact information
- List of employees involved or who witnessed the incident
- Extent of injuries and if medical treatment was administered

3.5.3.2 **Within twenty-four (24) hours:** Accident Information required from Contractor

- Information from 3.5.3.1
- Status of injured personnel
- Pictures of affected equipment
- Training certificates/licenses for personnel involved in incident
- Maintenance records of equipment involved in incidents

3.5.3.3 **Within 30 Calendar Days (or sooner if investigation is complete) Information required from Contractor**

- Findings identifying the root cause(s) of the accident
- Corrective actions taken to prevent recurrence
- Follow-on status of any injuries from 24-hour status
- Final incident report from Contractor's safety representative to COR

3.6 **Manning Traffic Control Points (TCPs).** The Contractor shall provide manned traffic control points to include equipping each TCPs with signal devices for day and night operations. Compensation for services defined in this paragraph are included in all commodity rates established in the SOR.

3.7 **Posted Speed Limits.** The Contractor shall enforce all posted port speed limits for all vehicle traffic per local port directives, The USG has further defined vehicle speed limits as follows for Military vessel/terminal operations at all piers/terminals/ports, (unless further defined) the maximum speed limits for vehicle(s) shall be inside a vessel, on vessel ramps, and/or dock/pier is <5 MPH (walking speed), maximum speed limits within staging areas, is <10 MPH or less, and for roadways to/from staging to vessel the maximum speed limit shall be 10 MPH, for CFE/MHE speed limit is 10 MPH or <5 MPH on vessels.

3.8 **Vehicle Safety.** During all operations, the Contractor shall not leave any vehicle (military or commercial) unattended when the engine is running, or if breaks are not operational.

3.8.2 **Fire Extinguisher & First Aid Kit**. The Contractor shall provide and ensure all CFE/MHE used in military operation shall have mounted fire extinguishers and a First Aid Kits with an up-to-date inspection sticker/documentation and inspected monthly.

3.9 **Vessel Safety**. During vessel operations, the Contractor shall not let vehicles remain idle across watertight door areas. Maintain only one vehicle at a time, moving on vessel ramps, and test vehicle brakes before moving any vehicle.

3.9.1 The Contractor shall provide ramp guards stationed at all vessel ramps in use to direct traffic, monitor foot traffic, and alert personnel when vehicles are traversing ramps, all ramp guards shall have whistles and flashlights in addition to PPE. Compensation for services defined in this paragraph are included in all commodity rates established in the SOR. The government reserves the right to use its own personnel to man TCPs and are not required to use contractor labor for this task.

4 GENERAL CONTRACT ADMINISTRATION

4.1 General contract administration defined within this section. Additional duties and requirements specific to the particular terminal(s) within the scope of this contract further defined in Section 6.0 Port - Terminal Specific Requirements (administration).

4.1.1 **Port Licensing and Permits.** The Contractor (including any subcontractors) shall possess a valid and current business license or work permit issued by the Rotterdam Port Authority. Copies of these licenses/permits shall be provided to the CO and COR within two business days of contract award.

4.1.1.1 **Subcontractors.** The Contractor shall require Subcontractors to comply with all applicable regulatory requirements of this contract. The Contractor shall include a clause in each applicable subcontract to require Subcontractor's cooperation and assistance in accident reporting and investigation.

** **NOTE**: Subsequent references to the Contractor shall imply their “employees”, unless otherwise specified.

4.1.2 **Labor Rules & Agreements and Port Tariffs.** The Contractor shall submit copies upon award of this contract to the USG of all current labor rules, labor agreements or Collective Bargaining Agreements (CBAs), and current year published port tariffs (English version). The Contractor shall also furnish updated information about specific changes to local work rules, labor agreements, and new port tariffs affecting USG cargo operations IAW the performance of this contract as they are available.

4.1.2.1 **Port Services/Tariffs.** The Contractor shall be responsible on behalf of the USG for cargo handling costs related to “handling and movement of USG cargo” associated to port offered services not associated to “vessel” i.e., berthing, wharfage, landing fees, husbandry, or other vessel charge/fees etc. All commodity rates applicable to this contract are inclusive of all labor, equipment and port handling/tariff costs related to the handling and movement of cargo.

4.1.2.2 The USG will not pay for or reimburse the Contractor for usage of port staging/storage free time, customs duties, taxes, and similar charges for which no services are received, or the USG is exempt from. The USG will only pay port tariffs fees/charges where the USG has requested and received those services. If the Contractor pays a tax, duty, customs fee, excise fee/tax, inspection fee, bond, or the like for which the USG is exempt, the Contractor is not entitled to reimbursement.

4.1.3 **Contract Managers.** The Contractor shall designate a contract manager and at least two alternates, all with demonstrated experience in directing and managing longshoring and stevedoring operations, and fluent in English. The Contractor shall provide contact information for these individuals, ensuring they are reachable during and after duty hours. The contract manager and alternates shall have full authority to act for the Contractor on all contract matters and shall respond to all government/COR communications immediately during operations or within 30-60 minutes.

4.1.3.1 Contract manager(s) and alternates shall have full authority to act and make financial decisions on behalf of the Contractor on all matters pertaining to the performance of services under this contract.

4.1.4 **Multiple Work Sites.** During the performance period of this contract, the Contractor shall work simultaneous cargo handling operations, at multiple work sites, to include, but not limited to, working vessel(s) operations (working multiple decks simultaneously), and performing reception and disposition services of rail, commercial truck(s), call forwarding & staging yards. The Contractor shall have their contract manager(s) or alternates present at each work site and accessible to the COR, at all times. At any other time (i.e., outside cargo operations) the contract manager(s) or designated alternate(s) shall be available to the COR by telephone.

4.1.4.1 The contract manager and alternates shall meet as necessary with the COR to discuss contract performance or other problem areas or issues.

4.1.4.2 The Contractor shall not remove or replace the contract manager or their alternates without informing the COR.

4.2 **Ordering Services.** The USG shall establish written procedures in advance for ordering all long-shoring and/or stevedoring services. The USG shall also set cut off times on or before which we may cancel ordered services and/or equipment free of charge and without liability of any kind. These procedures and cut-off times shall be provided within two (2) calendar days of contract award date. All longshoring and/or stevedoring services performed IAW this PWS will be ordered using a Task Order (TO) system. Task orders will be assigned a TO number and issued by an appointed OO to the Contractor and IAW Appendix C, Payment, Ordering, and Invoice Instructions.

4.2.1 **Task Orders**. All services shall be identified to the Contractor by the COR upon agreement, the COR will convey needed services to the OO. The OO will develop an "initial" commodity, man-hours, or miscellaneous cost TO estimate identifying all services agreed upon as soon as practicable but prior to the start date & time for each day S&RTS services are ordered.

4.2.1.1 The OO's initial TO estimate will be processed and a Task Order number will be assigned/issued by G8 for that TO. Task Orders will incorporate Terminal Services and Vessel work separately. Terminal services will be calculated by the documented week (Doc-Week), Sunday – Saturday).

4.2.1.2 The Contractor has the sole responsibility to order all labor for the required TO work in sufficient quantities and classes to meet the agreed upon productively levels, and completion timelines. Should the Contractor mis-judge commodity work completion timeline and advises the COR/OO to order services for the next day, and commodity work completes prior to next day's start time, the contractor shall be liable for all personnel, and any union guaranteed time at its expense.

4.2.2 **Cancelation of Services.** Cancelation of services shall include daily cut-off time(s) for canceling all S&RTS. Procedures for canceling services shall be provided within (2) Two calendar days of contract award date. Unless otherwise stated elsewhere, the USG will and the Contractor shall agree, ordered services shall be canceled no later than (NLT) 1700hrs the same day as ordered for 0700hrs start time the next day, or at 0700hrs the next day for 1300hrs start times the same day. Example: Services ordered on Monday at 1400hrs for Tuesday morning 0700hrs start time, may be canceled at or before 1700hrs the same day as ordered.

4.2.2.1 The COR/OO will notify the Contractor verbally or by telephone to cancel services followed by written email/memo or other communications, stating that services are to/will be canceled on or before which we may cancel ordered services and/or equipment free of charge and without liability of any kind. The USG will not compensate the Contractor for service ordered and then canceled on or before established cut-off times.

4.2.2.2 Should Contractor personnel arrive at the work site at the scheduled order time, and services were canceled, due to circumstances beyond the control of the USG, the Contractor shall receive minimum time guarantee for all classes of labor verified by the COR/OO. Contractor personnel arriving at the work site who were not timely notified by the Contractor those services were canceled; the Contractor shall be responsible for compensation of those personnel at its own expense and is not entitled to reimbursement.

4.2.3 **Verbal request.** During any operation, the COR may also identify additional labor, services, or CFE/MHE needed verbally to the Contractor when necessitated by the mission/operation and will issue a signed written request. The Contractor shall present those written request to the OO within 24 hours of completing the mission/operation for reconciliation.

4.2.4 **Reconciliation and Validation**. The goal of the 838th is to reconcile, complete, and process the Contractors invoice and close all TO's within 21 calendar days of the completion of each task order. The COR/OO shall determine, and the Contractor shall agree to reconcile and settle all task order(s) within a set timeline and provide an invoice to the COR for payment. The Contractors failure to reconcile TO's within the below parameters will result, with the USG finalizing TO's based on its documented evidence of the Contractors performance, whereas the Contractor shall agree/accept the USG's "final TO" for invoicing.

4.2.4.1 The COR, OO, and the Contractor shall reconcile all S&RTS TO's within seven (7) calendar days of completing the work, reviewing all supporting documentation (log book, tally sheets, and time sheets, and written request) for (vessel or DocWeek) ordered services. The COR will provide the contractor the ARTRANS Form MT 288 capturing all commodity, detention, Extra Labor (XL), for each class of labor and EQR time used in conjunction within commodity work, the Contractor and COR shall agree by signing (digital or wet signature) the MT288.

4.2.4.2 Once reconciled, the OO will, within seven (7) calendar days or when practicable after large operations, finalize each TO accounting for actual Contractor performance per MT 288. The OO will submit a "final task order" to ARTRANS G8 for validation, once validated and dated the OO will forward the validated TO, to the Contractor, whereas the Contractor shall then invoice the USG. The Contractor shall submit their invoice for payment to the COR for validations/certification, if information on the invoice is found not matching the TO or MT 288, the COR will return the invoice back to the Contractor to correct or will validate & certify the Contractors invoice within and summit within (7) calendar days to G8 for payment processing.

**** NOTE**** Any invoice submitted and dated prior to "G8 validation date" will be returned, G8 will not process invoices for payment dated prior to its validation date and will return invoice to the COR whereas the Contractor will have to re-issue a corrected invoice for processing/payment. The USG shall not be liable for accrued interest payments to the Contractor.

4.3 **Out-of-Pocket (OOP) Expenses.** OOP expenses involve the reimbursement of actual invoiced cost made by the Contractor to a third-party vendor, supplier, or subcontractor for additional supplies, materials, facility support services, or other services sourced on behalf of the USG.

4.3.1 OOP expenses do not include expenses inherent to performing stevedoring and related terminal services. OOP expenses are for the purpose of purchasing supplies or non-durable goods. The Contractor shall obtain written approval from the COR for each item requested. All such materials or supplies shall become Government property, and the Contractor shall recover and reuse serviceable material and supplies from each operation and used in subsequent other operations when possible. The Contractor will not be compensated for re-use of recovered materials.

4.3.1.1 The Contractor shall gain prior written approval before the purchase of materials from the COR for OOP expenses exceeding the threshold of $3,500 per individual item, additionally administrative fees (exp; delivery charges or taxes) are allowable OOP expenses and compensation shall be set forth in the SOR. The Government may source materials to support mission readiness, at its discretion and direct the Contractor to procure the materials. "Government owned" is defined as either material purchased by the Government for Contractor use in support of this contract or materials purchased by the Contractor and approved as an OOP expense by the COR for Government use and for which Contractor has valid vendor receipts.

4.3.1.2 **Vendor Invoice or Receipt**. OOP expenses do not include expenses inherent to performing stevedoring and related terminal services. OOP expenses are for the purpose of purchasing supplies or non-durable goods. The Contractor shall obtain written approval from the COR/OO for each item requested. All such materials or supplies shall become Government property, and the Contractor shall recover and reuse serviceable material and supplies from each operation and used in subsequent other operations when possible. The Contractor will not be compensated for re-use of recovered materials.

4.3.1.3 Items purchased/rented shall be identified on the TO template (MISC. Tab) form by the OO and certified as necessary by the COR. The Contractors invoice for miscellaneous expenses shall detail each service or supply, the rate per unit, number of units and total extended price, accompanied by the vendor(s) receipt/invoice as substantiating documentation. The USG will not reimburse for any miscellaneous OOP expenses without all substantiating documentation (vendor itemized receipt/invoice) attached. For miscellaneous supplies and durable goods not listed under a specific schedule of rates (SOR), compensation shall be at reimbursement OOP expense.

4.3.1.4 **Three (3) Written Estimates.** The Contractor shall provide to the COR three (3) written estimates for all additional services, materials, supplies, or rental equipment prior to the purchase or its rental for COR approval. OOP expenses do not include expenses inherent to performing S&RTS commodity work. OOP expenses are for the purpose of purchasing as needed new supplies or non-durable goods on behalf of the USG.

4.3.1.5 The Contractor shall obtain written approval from COR prior to the purchase of all goods & services considered. Whereas the COR shall seek CO approval for all OOP expenses exceeding $3,500.00.

4.3.1.6 The Contractor shall provide 3PL/subcontracted services that include, but not limited, to agricultural vehicle or container pressure-washing services, pest and vegetation control, security services, vehicle or aviation fuel service, and specialized rental equipment. The USG will reimburse the Contractor for actual cost (vendor invoice or receipts required), and for any transportation, surcharges, expenses associated with furnishing ordered materials, equipment, supplies, and/or subcontracted services.

4.3.1.7 The USG may source specialized materials or subcontracted vendors to support mission readiness at its discretion, for the Contractor to procure those materials or services on its behalf.

4.4 **Military Training.** The USG reserves the right to support or conduct military port operations training at its discretion, either scheduled or unscheduled.

4.4.1 The USG will inform the Contractor no later than (NLT) 48 hours prior to any scheduled training event or as soon as planning develops.

4.4.1.1 During these training events, the USG may utilize U.S. Military or USG civilian personnel for loading and discharging the entire or parts of a vessel and/or conduct routine terminal or other port operations or any part of those operations thereof.

4.4.1.2 The Contractor shall not receive any compensation for cargo handling conducted by the Military during these training events, unless commodity, extra labor, equipment rental, or other facility support services were ordered by the COR/OO, whereby the USG will then compensate the Contractor per established rates in the SOR.

4.4.2 In addition to the above, the USG reserves the right to provide Military drivers to operate/drive (load or discharge to/from the vessel, truck or rail) or other cargo at any time when determined it is the best interest of the USG to do so. During vessel, truck or rail load or discharge, where military drivers or aircraft support staff were provided, the USG will only compensate the Contractor for services provided i.e., lashing/unlashing for those vehicles/aircraft operated/driven by the Military or US civilian. All other Commodity rates shall apply for all other cargo fully handled by the Contractor.

4.5 **Commodity Rates.** The Contractor shall provide an all-encompassing commodity rate for each commodity type listed below, for each commodity schedules listed in the SOR (see appendix B) e.g., all commodity rates applicable to this contract are inclusive of all labor, equipment, and port handling tariff costs related to the handling and movement of cargo, to include planning activities, and shall include all of the below but not limited to the following: (see requirements throughout the PWS)

- Management & Supervision, Safety Program Representative (SPR), Environmental Compliance Officer
- All planning activities
- General labor, Skilled labor, Skilled drivers, and Stevedore & Longshoremen

- Contractor Furnished Equipment (CFE) i.e., Material Handling equipment (MHE) and its driver/operator, Gear, mechanics tools (manual & air), shop equipment, rigging, spreader bars, slings, wire rope, hooks, shackles, straps, and Military style slave cables & tow bars (assorted sizes)
- Ground transportation: i.e., trucks, van, buses, contact maintenance vehicle
- Materials and miscellaneous supplies (PPE, dunnage, POL, fuel, and hazardous collection and/or cleanup supplies)
- Cargo accountability, cargo inspections, lashing & unlashing cargo and lashing inspections for rail and vessel movement
- Checking & Tallying (i.e., runners, scanning, documentation, foot printing, and timekeeping)
- Cargo management (i.e., towing, contact maintenance, safety/environmental)Housekeeping (e.g., vessel, yards, lots, warehouse staging, and facilities)
- Staging yards and cargo management (i.e., cargo consolidation, frustrated)
- Port tariff fees/charges associated to USG cargo handling
- Safety Devices (i.e., hazard cones, jersey barriers traffic direction indicators/signs, traffic control devices)

4.5.1 The following is a list by commodity number, and category and examples of containers and breakbulk they represent (not an all-inclusive list).

- Commodity 20 – Breakbulk - Explosives packed/stacked in/on pallets, crates, boxes (includes gases, or radioactive).
- Commodity 25 – Containers - Explosives packed Containers in 20'and 40' lengths or multiple knuckled smaller containers configured into Twenty Foot Units (TEU).
- Commodity 35 - Aircraft
- Commodity 40 – Breakbulk.
- Commodity 44 – Containers - Non- Explosive, less than twenty foot in length (i.e., ISUs, Bicons, Tricons, Quadcons).
- Commodity 45 – Containers - Non- Explosive - 20'and 40' lengths or multiple knuckled smaller containers configured into Twenty Foot Units (TEU).
- Commodity 60, 61 and 67 Vehicles and trailers- classified by weight class.

4.5.1.1 **Commodity Pricing.** The USG compensates for S&RTS by each single container, the Contractor handles. The Unit of Measure (UOM) shall be i.e., EACH (EA) for single pieces e.g. (Containers. Commodity category (20, 25, 35, 44, 45, 60, 61, 67) - EA).

4.5.1.2 The Contractor shall assume all military operations, work performed during regular workday/week schedules, IAW hours of operations (Section 6.4 below). However, the Contractor shall stand ready and willing to provide S&RTS 24hrs per day, 7 days per week, and 365 days per year.

4.5.1.3 In addition, commodity rates, are intended as one time movement of cargo, (e.g., from its staged location (point of rest), moved to the final point of stow onboard the vessel, "or" from the stowed location onboard the vessel to its designated final point of rest per the USG staging plan) or from point of rest to/from commercial truck. Other than for checking and tallying cargo, cargo consolidation, stopping the flow of cargo from "staging to vessel/truck/rail" or from vessel/truck/rail to staging is for the convenience of the Contractor and at contractor expense, the USG will not pay additional cost associated to double handling the USG's cargo unless approved by the COR in advance.

4.5.2 **Pricing.** Pricing shall be by the "individual MSL labeled piece, i.e., EACH (EA)" or per "Measurement Ton (MTON)" e.g. (Containers, (25, 44, 45) - EA), (Breakbulk (20, 40) - MTON)). See also SOR for further description and definitions.

4.5.2.1 Each commodity further divided by handling method, shall infer loading or discharge Lift-On/Lift-Off (LO/LO), and (a, b, d, and e) as follows. (Please refer to appendix B of the Glossary or the SOR for further definition).

4.5.3 **Measurement Ton Calculations.** The USG will calculate MTON using cargo dimensional data, Length, Width, and Height divided by forty, (40) cubic feet. Example: Dimensional measurements of (L) 240in (W) 96in (H) 96in divided by 1728 then divided by 40 will equals 32 MTON's. This would look like 240" multiplied by 96" multiplied by 96" equals 2,211,840 cubic inches divided by 1728" (cubic inches in one cubic foot) divided by 40 Cubic foot, final product would equal 32 MTON's (rounded to two decimal points).

4.5.3.1 The USG will not interfere with any method the Contractor chooses to dray, move or lift any USG cargo; however, the Contractor shall be responsible to use proper methods of draying, lifting, or towing vehicles/trailers and general cargo as stated elsewhere in this PWS, military standards per Army Regulation (AR) or Modal Instructions (MI). The USGs preferred and most efficient method of loading or discharging vehicles is by driving them under their own power. The USG will not compensate the Contractor for loading/discharging cargo for other than by the intended commodity method (e.g. lifting operable vehicles in Liew of driving them or separating a trailer from its prime mover) unless approved by the COR. The Contractor shall be fully responsible and liable for all damaged caused by its personnel for negligence due to improper handling methods.

4.5.4 **Exceptions to Commodity Rates.** In Circumstances where certain cargos do not fall within commodity descriptions or in established commodity rates, the USG will make exceptions to compensating the contractor for cargo shipments received and handled for which no commodity rate(s) were established. The USG will compensate the Contractor handling that cargo per Extra Labor (XL) and/or Equipment Rental Rates (EQR) rates (if needed), per (Schedule 2 & 4) of the SOR. If the COR determines it is necessary to establish additional commodity rates, for recurring cargo receipt, the COR will advise the CO for a modification to the SOR adding or adjusting additional compensation lines for the remaining period of performance of this contract.

4.5.4.1 In addition, commodity rates, are intended as onetime payment for movement of cargo, (e.g., from its staged location (point of rest), moved to the final point of stow onboard the vessel, "or" from the stowed location onboard the vessel to its designated final point of rest per the USG's staging plan) or from point of rest (staging) to/from land-based conveyances (CULT/CLH or rail). Other than for tallying & checking cargo, cargo consolidation, stopping the flow of cargo from "staging to vessel/truck/rail" or from vessel/truck/rail to staging is for the convenience of the Contractor and at contractor expense, the USG will not pay additional cost associated to double handling the USG's cargo unless requested and approved by the COR/OO in advance.

4.5.4.2 The Contractor shall assume all military operations shall be performed during regular workday/week schedules, IAW hours of operations (Section 6.4 below). However, the Contractor shall stand ready and willing to provide and support S&RTS 24hrs per day, 7 days per week, and 365 days per year.

4.6 TABLE 1— Cargo Handling (Services) Operations

****NOTE:** *The USG refers to the following cargo handling table (as definitions); the table does not define each as separate billable item(s).* Example: Schedule 1A1 - Loading Vessel. Loading cargo on a vessel will inherently include moving cargo from its staged place of rest (regardless of method) aboard the vessel. Once aboard the vessel the cargo is stowed in its designated stow location; this includes but is not limited to driving, towing, or draying the cargo aboard the vessel, lashing/securing/tiedown, lashing inspections, documentation, foot printing, checking & tally, debris removal, housekeeping, and reconciling the operation with the COR.

Services	Description
Loading	The act of moving cargo from its place of rest to a conveyance (vessel, truck, or rail)
Discharge	The act of unloading cargo from a conveyance (vessel, truck, or railcar) to a designated place of rest
Receipt	The act of documenting cargo arriving into the port (via truck, rail, vessel, or convoy)
Disposition	The act of documenting the onward movement of cargo from the port or terminal to its destination
Lashing	Securing cargo aboard a vessel using approved methods to prevent movement during transit
Unlashing	Releasing secured cargo aboard a vessel
Stuffing	The act of loading cargo inside a container, or onto flat-racks
Unstuffing	The act of unloading cargo from a container or flat-racks
Stripping	The act of discharging cargo from vessel owned assets (MAFI's) to its final place of rest
Cross Docking	The act of transferring cargo directly from one incoming conveyance to another outgoing conveyance, with little stoppage of cargo moving onward to its destination

Intra Port Transfer	The act of moving cargo from its place of rest to another place of rest within the port or between local ports
Inland Transportation	Land based conveyances, used for the movement of cargo into or out of the port

4.7 **Guaranteed Time and Detention**

4.7.1 **Documented Evidence**. The Contractor shall provide to the COR all approved documentation (time sheets, hatch logs or logbook) as evidence justifying detention time, guaranteed time, or overtime, at the end of each shift wherein the work is compared to the USG Timekeeper's logbook/records for completion of the ARTRANS Form 288 for approval of compensation. The Contractor shall obtain COR/OO written pre-approval to work in all conditions specified under Detention time, Guaranteed time, Overtime, or Extra labor. Failure to follow the above shall preclude compensation except with CO approval. the USG will not pay/compensate the Contractor where services are ordered, and service/work is not being performed.

4.7.2 **Guaranteed Time**. The government will compensate for guaranteed time (hourly base rates per labor class) when work fails to materialize. During commodity operations, the Contractor will receive the commodity rate for actual work performed plus any applicable CBA minimum work guarantees (e.g., if the CBA minimum is six hours but the operation lasts four, the government will pay for two hours of guaranteed time at the hourly base rate). Guaranteed time will *not* be paid where local CBAs do not exist, if cargo is available but not worked due to Contractor deficiencies (personnel, equipment, or labor refusal), or if the Contractor misjudges work completion and orders unnecessary labor. Guaranteed time does not apply to portions of a work crew not actively engaged in the commodity operation. All labor involved in a commodity operation remains on the commodity rate until the entire operation is complete (e.g., lashers remain on commodity time until drivers complete unloading and staging, and vice-versa). Guaranteed time compensation will be paid at XL (Schedule 2A) or shift differential rates (Schedule 2C), dependent on the shift.

4.7.3 **Shift Differentials.** When work is performed in a shift other than the normal/regular daily shift the contractor shall be compensated in accordance with the applicable shift differential rates set forth in the SOR for each man in gangs, including equipment operators, drivers and foremen. When work is performed on an extra labor basis shift differentials shall be compensated at the shift differential rates in Schedule 2C of the SOR.

4.7.4 **Detention.** Detention time is defined as any work stoppage during commodity operations resulting from causes beyond the contractor's reasonable control (e.g., modifications to operational plans). The contractor shall bear the cost of detention periods not exceeding fifteen (15) minutes. For detention periods exceeding fifteen (15) minutes, the contractor shall be compensated at the applicable labor rate specified in Schedule 2, based on the rate in effect at the time of the detention. Detention of contractor equipment will not be compensated without prior written approval from the COR. The contractor shall immediately notify the COR of any work stoppage and shall exercise due diligence to resume work or redirect labor and equipment to minimize delays. The contractor remains responsible for any lost time attributable to its own negligence or default. All detention time and extra labor time shall be calculated to the nearest fifteen-minute increment and compensated during commodity work hours. The USG shall not be liable for detention of labor not directly required for the commodity operation, nor for detention resulting from interdependent labor classes during commodity work. All labor necessary for a commodity operation (including, but not limited to, general labor, checkers, supervisors, drivers, and lashers) is considered integral to the single commodity rate and is not eligible for detention compensation while other crew members are actively performing commodity work. The contractor shall submit supporting documentation (timesheets and/or logbooks) to the COR at the conclusion of each shift, detailing all claimed detention time.

4.7.4.1 Guaranteed time and Detention are subject to the following:

- The COR will negate the cause and/or direct the Contractor to detention time.
- Guaranteed time, computed to the nearest 5-minute multiple.
- When detention time occurs during a commodity operation, the Contractor shall absorb the first fifteen (15) minutes or less. The USG will compensate the Contractor for all affected labor, including checkers and equipment operators for each detention period more than fifteen (15) minutes including the first fifteen-minute period thereof and each minute thereafter. Unless the Contractor notifies the COR and gains written approval the USG will not pay detention time for CFE.
- During a commodity operation, the USG shall not pay detention separately to any class of labor working commodity in conjunction with other classes of labor working the same commodity operation or any part of a gang not required on a commodity activity. For example, unloading operation is inclusive of unlashing and unloading cargo to its designated place of rest or stow under one commodity rate. Lashers who finish unlashing are still on commodity time (i.e., not guaranteed or detention time) until drivers complete unloading and staging cargo in its final point of rest or stow and all tally and checking and inspections are completed. During a load operation, after drivers complete the load, they remain on commodity rates until lashers have completed all lashing and all tally and checking, and inspections are completed. While any portion of labor, to include checkers, are working commodity, all are listed as commodity.
- Any lost time due to the Contractor fault will be at the Contractor expense.

4.8 **Extra Labor (XL) Man-hour Rates.** As ordered by the COR/OO, the Contractor shall provide labor and equipment for miscellaneous or terminal services within the scope of this contract. Unless caused by Contractor fault or negligence, these services will be compensated at the XL and EQR rates in Schedules 2 and 4 of the SOR. Detention time during XL operations will not be compensated. Miscellaneous services include but are not limited to: carpentry beyond normal lashing/blocking/bracing; welding/burning; re-handling/shifting cargo; building/dismantling sheathing/floors; handling ship stores/materials; assisting government personnel with terminal services, exercises, and contingency operations; and other miscellaneous vessel/terminal operations. When performing XL services, the Contractor shall furnish all necessary gear and equipment (including operators) at the applicable Schedule 4 rates.

4.9 **Overtime**. Overtime is defined as the hours worked past a regular workday shift, regardless of shift and defined by local labor agreements or current Labor Laws shall apply. Any hours worked past a regular workday shift shall be compensated with overtime rates (see 4.11 below) as established in Schedule 2B of the SOR for all classes of labor.

4.9.1 **Ordered Overtime.** The contractor shall, when directed by the COR supply labor for requested overtime work (include weekends and holidays). Overtime pay shall be rounded to the nearest 5-minute increment. The Contractor shall be compensated in addition to commodity rates per Schedule 2B when overtime work is ordered and/or worked.

4.9.2 The Contractor shall obtain COR written pre-approval to work in all conditions specified under detention, extra labor, or overtime.

4.10 **Overtime Pay.** Overtime pay rates are defined as the hourly overtime pay and apply regardless of weekday. Weekends and holidays shall be paid overtime rates when worked. Overtime rates as established in Schedule 2B of the SOR for all classes of labor per local laws or regulation governing wage compensation. The overtime pay rate specified in Schedule 2B represents a complete and independent rate for overtime work performed in accordance with this PWS. This rate shall not be added to, or combined with, any other labor rates outlined in the SOR.

4.10.1 **Working Commodity.** In addition to commodity rates when overtime work is requested/ordered and/or worked the USG shall only pay overtime rates per (Schedule 2B) to eligible laborers who are present from 1st shift and requested to continue working beyond normal workday/shift, subject to verification by the COR. The Contractor shall be responsible at their expense for pay differentials for all workers, normally released at the end of the workday/shift but choose to work additional work shifts at their request, whereas the USG shall consider those workers to be working a new shift and therefore not eligible for overtime pay unless worked past 2nd/3rd normal work shift hours that would then qualify them for overtime pay for each worker (excluding contract managers or supervisors) and for those hours only worked past normal those workday/shift(s).

4.11 **Start Time.** The Contractor shall be flexible to the Government for work start times. The Government shall discuss vessel or terminal work at each planning meeting, where an established workday start time shall be established. Start times that start at later than regular working hours shall include guaranteed time (if applicable) but shall not include overtime until full normal workday hours are met.

4.11.1 The Contractor shall obtain COR written pre-approval to work in all conditions specified under guaranteed time, detention, extra labor, or overtime.

4.12 **Equipment Rental Rates (EQR).** Equipment rental, defined as Contractor Furnished Equipment (CFE, e.g., MHE), EQR applies to equipment owned and operated by the Contractor, and used while handling USG cargo for XL ordered services. For all commodity operations the Contractor's CFE, its driver/operator, gear, rigging, POL's, materials, and supplies are inclusive of all commodity activity work (i.e., vessel, commercial truck, and rail (loading or discharging), cargo transfers, towing, stuffing/unstuffing, etc.). All CFE used during the course of this contract used for the above, shall also include requirements mentioned in section 4.5 of the PWS. The Contractor shall provide an hourly and/or daily rate for CFE listed in schedule 4 of the SOR, daily rates shall imply 24-hour period.

4.12.1 For all commodity operations the Contractor's CFE/MHE, its driver/operators, gear, rigging, POL's, materials, and supplies shall be inclusive of all commodity activity work (i.e., (loading or discharging) vessel, CULT assets, CLH and rail, cargo transfers, towing, stuffing/unstuffing, maintenance vehicles, etc.)). All CFE/MHE used during the course of this contract used for the above, shall also include requirements mentioned in section 4.5.1 of the PWS.

4.12.2 CFE not listed in the SOR shall not be eligible for compensation without prior written approval by the COR for its use. However, any EQR approved by the COR shall be subject to the same conditions as above and rental cost reimbursed at OOP expense.

4.12.3 **EQR Reimbursement.** The COR may approve EQR reimbursement cost of CFE used during commodity ordered services under the following condition but not limited to the following circumstances:

- Additional handling of cargo after cargo has been completely staged, stowed, or loaded and the USG requires cargo disposition to change (i.e., stow changes, or stow plan changes)
- Preparation of cargo (i.e., reducing cargo footprint) prior to onward movement
- De-nesting, unstacking cargo once onboard the vessel
- Loading carrier owned ships gear (i.e., MAFI trailers) during vessel upload
- Unloading, moving, adjusting commercial cargo onboard the vessel

4.12.4 CFE/MHE used for Commodity work in conjunction with XL/EQR on the same day/time, the USG will only compensate the use CFE/MHE only for the actual time CFE/MHE (Driver/operator included) was used in an XL/EQR situation and shall be verified in writing by the COR and the Contractor at the time XL/EQR is rendered.

4.12.5 **Mobile Crane**. Mobile crane equipment rental rates (when ordered) shall be inclusive of the crane operator(s), fuel, lubricants, slings, spreader bars, rigging, and accessories, and any mobilization and demobilization costs, all cranes shall be load tested prior to use, all equipment used will be subject to written approval by the COR.

4.12.6 Any EQR rented as "Daily" shall imply 24 hours of use.

4.12.7 **Equipment Used in an Extra Labor Situation.** The USG shall reimburse the Contractor for its CFE use based on equipment schedule 4 of the SOR. Equipment used for both Commodity work and Extra Labor on the same day/time, the USG will only compensate the Contractor for the time equipment was in actual use (operator included) in an Extra labor situation and verified by the both the COR and the Contractor.

4.13 **Cargo & Staging Space Management**. The Contractor shall as part of all commodity rates, will manage and move cargo forward, as cargo is called, for loading all conveyances. The Contractor shall inform the COR/OO of decreased staging/space and shall not charge the USG for staging/space not being used. The USG will not compensate/pay for staging/space where the Contractor failed to manage cargo and failed to inform the COR/OO of those changes.

4.14 **Contract Labor Reporting.** The Contractor shall provide, as requested by the COR, a daily time keeping logbook for verification of labor and services provided for each shift per day's operations, for the purpose of reconciliation. Breakout will include the description of service, total quantities of labor by class, hours worked to the nearest 5-minute interval, and significant events of the day.

4.15 **Timekeeping.** The Contractor shall maintain timesheets, with 100% accuracy, for all contractual services furnished. The timesheet shall include the following information:

- Date & time of operation
- Timekeeping or a daily time keeping logbook, hatch logs, Time sheets and tally sheets
- Work was performed on daily shift or continuous shift
- Daily port work accomplishment plan
- Number of laborers, by class type of labor used, and hours worked
- Type, number, and hours equipment is utilized
- Verbal reports, or other requested data for verification of all services and contracted labor was provided for each shift/day's operations for the purpose of reconciling all ordered services.
- Times and reasons for any work stoppages (detention,

4.15.1 **Timesheets**. The Contractor shall verify with the COR all timesheets. Compensation for services defined in this paragraph are included in all commodity rates established in the SOR.

4.15.2 **Time Management**. In addition to all other requirements stated elsewhere, the Contractor shall provide the USG with:

4.15.2.1 **Cost Data.** The Contractor shall segregate and accumulate cost data relating to this contract for each type of operation (examples: loading and discharging vessels, extra labor, detention, and CFE usage). The Contractor shall report this data monthly to the COR. Compensation for services defined in this paragraph are included in all commodity rates established in the SOR.

4.15.2.2 **Daily Port Work Accomplishment Plan**. The Contractor may be asked to provide the COR/OO a daily port accomplishment plan at daily operational meetings. This plan will cover the agreed-upon work for the next 24 hours, including planned completion times, vessel discharge/load activities, port reception/clearance, terminal services, labor requirements (names, classes, gang numbers), vessel/pier assignments, CFE/MHE needs by shift/operation, and man sheets for clerks and headers.

4.15.2.3 **Reports (Verbal or Non-Verbal).** The Contractor shall provide to the COR, written reports of contractual issues that may result into actual or anticipated problems. These reports should be provided when problems are identified whereby the COR will bring the issues to the CO for resolution. The COR will maintain all written reports reflecting positive, negative, or unresolved occurrences. The COR will document all conversations (verbal or non-verbal) with the Contractor resulting from any correspondence between the USG and the Contractor. The Contractor shall maintain all written reports or records that document agreements made between the USG and the Contractor and shall make available to the USG upon request.

4.15.2.4 **Monthly COR & Contractor Meetings.** The Contractor shall meet monthly with the COR/OO to discuss verbal reports or contractual issues (actual or anticipated), invoicing, unreconciled pay, and other written reports reflecting unresolved conditions or negative reports identified at other monthly meetings. All meetings shall have written for record (meeting minutes) and shall be required for any commitments made between the USG and the Contractor.

4.16 **Request for Information or Documentation.** The Contractor shall maintain communications and/or respond to USG inquiries regarding the status of work, cargo, or labor within four (4) hours or less when notified by the COR/OO. The Contractor shall immediately notify the COR of their inability to perform any task or function IAW this PWS. Compensation for services defined in this paragraph is included in all commodity rates established in the SOR.

4.16.1 **Sample Documentation.** The Contractor shall provide within (2) Two Calendar days after contract award date, the Contractor shall submit to the COR samples of all documentation used for reporting, cargo accountability purposes for approval.

4.16.2 **Transition of S&RTS Contract Services.** The Contractor shall within seven (7) calendar days of expiration/award of the S&RTS contract shall begin a joint inventory with the COR. This joint inventory shall be completed and all issues resolved within seven (7) calendar days of commencement unless a longer period is approved by the CO. Transfer of all property shall be completed within seven (7) calendar days after completion of the joint inventory.

4.17 **Schedules and Task Orders.** The Contractor shall ensure work schedules and open task orders are completed or work accomplished until the contract has expired.

4.18 **Order of Precedence.** The Contractor shall accomplish all tasks IAW referenced regulations identified in the PWS. When a conflict exists between the PWS and regulations set forth therein, the PWS will prevail unless the regulation mandates priority. In the event there is a conflict between or among two or more such regulations, those coded mandatory shall prevail over those coded advisory. Between or among those similarly coded, those issued by a higher authority shall prevail over those issued by a lower authority and between or among those issued at the same level of authority, those with a later date of issue shall prevail over those with earlier dates of issue.

4.19 **Performance Requirements – Quality Assurance (QA).**

4.19.1 **Contractor Performance Requirements.** This is a performance-based contract. The Contractor's performance shall be measured against the performance objectives listed in Contractor Performance Requirements Summary (PRS).

4.19.2 **Definition of Performance Requirements.** Performance Requirements are described as performance objectives, measures, and standards in the following manner:

- Performance Objective – A statement of the outcome or results
- Performance Measures – The critical characteristics of the objective that will be monitored by the USG
- Performance Standards – The targeted level or range of levels of performance for each performance measure, relating to the Acceptable Quality Level (AQL) for the objective

4.19.3 **Use of Performance Measures and Standards.** The Contractor shall ensure every performance objective is provided IAW the PWS; however, every performance objective does not have a related performance measure or performance standard. For those performance objectives which do not specify a measure or standard, the measures and standards are IAW standard commercial practices.

4.19.4 **Quality Assurance.** The USG will inspect the Contractor's performance IAW the PWS during the term of the contract. The Contractor shall not limit or hinder the USG's access to places (to include services performed by Subcontractors) where services are being performed. The USG will randomly provide inspections with or without notice to the Contractor.

4.19.5 **USG Observations.** Government personnel, other than the COR, ACOR, OO, or USO may observe Contractor operations and provide feedback to the COR.

4.19.6 **Contracting Officer's Representative.** The Contracting Officer Representative is the authorized USG representative(s) who will perform assessments of the Contractor's performance.

4.19.6.1 The COR(s) will inform the Contractor verbally when violations or discrepancies occur and may request corrective action. The COR(s) will make a notation of the discrepancy on their surveillance checklist with the date and time the discrepancy was noted and request the Contractor (or authorized representative) to initial the discrepancy. The USG may issue a Contract Discrepancy Report (CDR) to the Contractor if deemed appropriate.

4.19.6.2 If the Contractor has contract concerns due to potential scope issues, prices, terms or conditions of the contract, the Contractor shall contact the CO and not discuss with the COR(s).

4.19.6.3 The CO or the COR will inspect or evaluate services performed by the Contractor during the period of this contract.

4.20 **Quality Control Inspection Plan (QCIP).** The Contractor shall provide a QCIP to the CO and COR within 10 days of contract award. It will emphasize quality control over all contract requirements. The QCIP will contain a Quality Control Inspection Checklist (QCIC) which, at a minimum, will contain all elements of the PRS.

4.20.1 The QCIP shall include the following:

- A quality control inspection system covering general and specific tasks included in the contract scope of work. It should specify tasks or areas to be inspected on both a scheduled or unscheduled basis, and the manner in which inspections are to be conducted.
- The names of firms or individuals tasked to perform inspections and the extent of their authority. This may be in the form of an organization chart or other form approved by the COR.
- A method of identifying deficiencies in the quality of services performed before the level of performance becomes unacceptable.
- A method of documenting and enforcing quality control operations of prime or Subcontractor work, including inspection and testing.

4.20.2 **Quality Control Inspection Checklists (QCIC).** The Contractor shall submit the QCIC to the COR upon completion of every vessel operations mission. Compensation for services defined in this paragraph are included in all commodity rates established the SOR.

4.20.3 **Quality Control Files (QCF).** The Contractor shall maintain a file of all Contractor inspections or tests, to include any corrective actions taken. The USG may review the Contractor's QCF at the CO's discretion during the contract term, to include any extensions of contract term. The Contractor's QCF is USG property and shall be provided to the USG upon completion or termination of the contract.

4.21 **Performance Requirements.** The USG will evaluate the Contractor's performance under the contract using the methods of surveillance specified in the PRS. The USG will record all surveillance observations. When an observation indicates unsatisfactory performance, the COR will request the Contractor to document the observation and provide a response on how they intend to improve the unsatisfactory performance.

4.22 **Performance Evaluation Meetings.** The Contractor shall meet weekly with the COR and/or the Contracting Officer during the first month of the contract. Meetings will be held as often as necessary thereafter as determined by the COR.

4.23 **Contractor Performance Assessment Reporting System (CPARS).** The Contractor's performance will be evaluated to assesses a Contractor's performance and provide a record, both positive and negative, on a given Contractor during a specific period of time, when determined by the Contracting Officer. Each assessment is based on performance requirements IAW the PWS and the Quality Assurance Surveillance Plan (QASP). The report will be entered into the USG automated information system, Contractor Performance Assessment Reporting System (CPARS) IAW FAR 42.15. The Contractor shall be required to provide name & email address of an individual who represents their company. This person will receive access to CPARS to view and respond to any CPARS ratings provided by the USG.

4.24 **Reports and Documentation (Summary)**

Operational Reports	Daily	Before close of business	One per day
Service Task Order (TO) Form	Each cargo operation	NLT 8 hours after completion of shift	One when required

Checking & Tallying Report (manual)	Each cargo operation	NLT 2 hours after completion of shift	Two per Transportation Control Number (TCN)
Timekeeping Report	Each cargo operation	NLT 2 hours after completion of operation, shift, or sooner	Per operation
Warehouse Staging Reports	When applicable	Before close of business each day warehouse staging space is utilized	When required
Cargo Damage Report	When applicable	NLT 8 hours after completion of shift	One per TCN
Cargo Accountability Documents	When applicable	NLT 24 hours after completion of shift	One when required

4.24.1 **Preparation.** The Contractor shall ensure that all documents submitted IAW the PWS and requested by the COR, shall be typed in English. The information recorded shall be accurate and verified.

4.24.2 **Documentation Distribution.** The Contractor shall make distribution with the correct number of copies prepared and the blank forms delivered to the correct location(s). All copies shall be legible (i.e., dark, easily read print, not crumpled, not wet). Distribution shall be IAW guidance provided by COR.

4.24.3 **Schedules and Task Orders.** The Contractor shall ensure work schedules and open task orders are completed or work accomplished before the contract has expired.

4.24.4 **Order of Precedence.** The Contractor shall accomplish all tasks IAW referenced regulations identified in the PWS. When a conflict exists between the PWS and regulations set forth therein, the PWS will prevail unless the regulation mandates priority. In the event there is a conflict between or among two or more such regulations, those coded mandatory shall prevail over those coded advisory. Between or among those similarly coded, those issued by a higher authority shall prevail over those issued by a lower authority and between or among those issued at the same level of authority, those with a later date of issue shall prevail over those with earlier dates of issue.

4.24.5 **Cargo Accountability.** Within ten (10) days after contract start date, the Contractor shall submit to the COR a sample of all documentation used for cargo accountability purposes.

4.24.6 **Failure to Perform.** If the Contractor fails to perform reporting and documentation services which results in a loss to the USG, the excess handling of additional transportation costs shall be at the Contractor's expense. The amount will be determined by the Contracting Officer.

4.25 **Other Contracts.** The Contractor shall fully cooperate with other Contractors and USG employees. The Contractor shall adjust the work schedule as requested by the COR. The Contractor shall not interfere with the performance of any other Contractor or USG employees.

4.25.1 The Contractor may be required to organize their labor into working shifts as requested by the COR.

4.25.2 If the Contractor, for any reason, is unable to perform the services required, he shall immediately notify the COR.

4.26 **Continued Performance During Contingencies or States of Emergency.** The US USG has identified all requirements and services listed in this PWS as being essential to the USGs mission and operational readiness. When determined essential, the Contractor shall be required to perform the PWS tasks during US contingencies or during a state of emergency, subject to the requirements and provisions listed below.

4.26.2 The Contractor shall perform all requirements IAW the PWS, notwithstanding the existence of any contingencies (whether declared or undeclared), state of emergency, commencement of hostilities, internal strife, rioting, civil disturbance, labor disputes, or activities of any other type which would endanger the welfare and security of United States. At the discretion of the USG, and within the scope of this contract, the Contractor shall participate in any requirement relating to US preparation for any of the above incidents.

4.27.3 **Continuation of Essential DoW Contractor Services "During Crisis"**. IAW DoDI 3020.41, Operational Contract Support, paragraph 2.c, has identified S&RTS Services, by the Functional Commander/Director as an essential service.

4.28.4 **Performance of Services, during a Crisis or Contingency as Declared by the National Command Authority or Overseas Combatant Commander.** In the event of a crisis or contingency, the Contractor shall respond on short notice (within 24 hours) to perform the contractual services. Furthermore, the Contractor shall perform these tasks for an indefinite period of time on a 24-hour a day, 7 days a week basis.

5 GENERAL CONTRACTOR REQUIREMENTS

5.1 **General Duties and Requirements**. This section defines general duties and requirements. Additional Contractor requirements specific to the port of Rotterdam are further defined in Section 6 – Port Specific Requirements. Unless otherwise specified, services performed under Section 5 are compensated at the applicable commodity rates established in the SOR.

****NOTE:** The USG will provide the Contractor with as much information, as soon as it is known, of any inbound cargo laden conveyance.

5.1.1 **Contractor Services.** The Contractor's services shall cover the full spectrum of ocean terminal operations to include discharging and loading simultaneously, multiple types of vessels, commercial trucks and railcars, operating staging and call forward areas, including designated areas or facilities for washing or fumigation of imported or exported cargo; in-transit storage or stuffing and unstuffing containers, and warehousing.

5.1.1.1 The Contractor shall have the capability to work multiple vessel/s simultaneously, working multiple decks, on all vessels, at the Port of Rotterdam with operations at each terminal as described in this PWS's Area of Responsibility (AOR) 24 hours a day, seven (7) days per week, and 365 days per year (see section 6 for port location(s)). The USG will give the Contractor as much advance notice of upcoming missions as possible. The Contractor shall handle cargo through all modes of transport AA&E, Hazardous Materials, sensitive and containerized general DoW cargo.

5.1.2 **Planning Meeting**. Pre-mission planning meetings will be held virtually, in person, and/or at the seaport to provide technical direction and establish the commencement of Contractor services. The COR/OO will discuss mission details, including dates, start times, terminal services, security, cargo type/status, staging, and required Contractor-provided supplies/materials. All mission requirements and timelines will be agreed upon in writing. The Contractor will be notified of any operational changes at least 24 hours prior to scheduled start times and shall identify in writing any resulting deviations requiring mutually agreed-upon adjustments.

5.1.3 **Seaport Damage**. The Contractor shall take all precautions to protect i.e., terminals, piers, roadway surfaces, structures, crane tracks, railroad tracks or any other port and terminal property from any damages sustained, while USG cargo is in the Contractors possession or control, throughout the performance of this contract. Any damage cause by the Contractor shall be at the Contractor expense. The Contractor shall report immediately to the COR any damage caused by the Contractor or their personnel to any USG cargo, commercial conveyances, vessel, or the port.

5.1.4 **Cargo Inspection.** Prior to handling cargo, the Contractor shall inspect all inbound Military cargo when the cargo is received (vessel, truck, rail, or by convoy) for damage, leaks, documentation (missing or incomplete), container seal numbers, placards, and for other discrepancies. The Contractor shall report issues immediately to the COR.

5.2 Environmental and Hazardous Response

5.2.1. **Emergency Response Procedures (ERP).** The Contractor shall provide to the COR/Safety Officer a comprehensive safety and security "Emergency Response Plan (ERP) within five (5) calendar days of award date. The plan will clearly outline procedures for emergency HAZMAT cleanup, Petroleum, Oils, and Lubricants (POL) spills from military cargo shipments, or leaking CFE/MHE (e.g., forklifts, tugs, or container top handlers) owned or leased by the Contractor to include mitigating damage to property or the environment.

- (1) Command and control
- (2) Interoperable first responder communication system (E911, computer-aided dispatch, and land mobile radio)
- (3) Mass warning and notification
- (4) Community awareness
- (5) Incident command
- (6) Evacuation
- (7) Shelter-in-place
- (8) Personnel accountability
- (9) Continuity of operations
- (10) Recovery operations
- (11) Functional areas annexes

- (12) Hazard-specific response and recovery plans
- (13) Emergency public information

Hazard specific response and recovery plans (12) will clearly outline procedures for emergency HAZMAT cleanup, or Petroleum, Oils and Lubricants (POL) spills from Military cargo shipments, or leaking CFE (e.g., forklifts, tugs, or container top handlers) owned or leased by the Contractor, to include mitigating damage to property or the environment. When the Contractor does not have sufficient resources of its own, the Contractor shall immediately arrange for outside emergency response personnel who specialize in spill containment and clean up. The Contractor shall pay for the entire cleanup and property damage resulting from the leaking Contractor's CFE or leaks or spills caused by the Contractor's negligence, which caused damage to USG cargo shipments. The Contractor shall comply with hazardous spill procedures in the ERP. Other specific hazards can be weather, fire or explosion.

5.2.1.1 The Contractor shall immediately arrange for outside emergency response personnel who specialize in spill containment and clean up if the Contractor does not have sufficient resources of its own. The Contractor shall pay for the entire cleanup and property damage resulting from leaking Contractor's CFE/MHE or leaks or spills caused by the Contractor's negligence, through which damage was caused to USG cargo shipments. The Contractor shall comply with hazardous spill procedures in the ERP. The Contractor shall ensure all employees, to include sub-contracted labor, are aware of and follow emergency procedures defined by the Contractors ERP plan and according to local fire laws.

5.2.2 **Environmental Compliance Officer**. The Contractor shall provide a qualified Contractor employee who shall be the Environmental Compliance Officer (ECO) for hazardous materials (HAZMAT) to include AA&E handling. This employee shall be trained to assume command and control over environmental situation(s) by securing the scene/area, providing incident command and control, evacuating personnel, stopping the release, containing spills, decontaminating personnel, and requesting mutual aid from emergency services as required. Services defined in this paragraph are included in the commodity rates established in the SOR (Schedule 1).

5.2.3 **Leaking Cargo Shipments**. For Military cargo leaking POL or unknown or hazardous substances not caused by Contractor's damage, the Contractor shall not be responsible for the cost of clean-up. However, the Contractor shall attempt to contain the leak and clean-up the spill. The Contractor shall report immediately to the COR and Port Emergency Response Officer (PERO) any leakage or spillage of hazardous substances on the ground or vessel. The Contractor shall not move any cargo leaking or spilling POL or any hazardous substances. The Contractor shall be responsible for clean-up at its expense if/after moving any cargo leaking or spilling POL or any hazardous substances. For leaks not caused by Contractor's damage, the USG will compensate the Contractor for clean-up of spills at established XL/EQR rates (Schedule 2 & 4) of the SOR, and for materials used in the process of the clean-up.

5.2.4 **Port Emergency Response Officer**. The Contractor shall follow the directives provided by the Port Emergency Response Officer who will be responsible for assuming command and control of the situation by securing the scene, providing incident command and control, evacuating personnel, stopping the release, containing spills and decontaminating personnel. Any clean-up efforts shall be tracked by the Contractor and reported to the COR.

5.2.5 **Spill Contingency and Response Plan (SCRP)**. The Contractor shall, within seven (7) calednar days of contract award, submit a written SCRP to the COR. This plan must comply with all applicable environmental laws and regulations, including USCG directives, pertaining to host nation marine and port facilities. The SCRP shall detail how the Contractor will prevent and respond to spill incidents and include a secondary containment plan. The Contractor shall provide, at its expense, appropriately sized containment devices for temporary and permanent storage of POL substances, hazardous materials, and hazardous waste (e.g., oils, fuels, lubricants, solvents, batteries, acids, paints, antifreeze). This includes secondary containment for bulk POL storage tanks, fuel cans, barrels, bladders, 5- to 55-gallon containers, and mobile tanker trucks used for refueling. All secondary containment structures shall be kept free of soil and sand accumulation. For staged/stored loose hazardous materials, the Contractor shall utilize storage cabinets and provide up-to-date inventory sheets and Material Safety Data Sheets (MSDS) to the Port Safety Officer. In the event of an accidental or deliberate discharge, the Contractor is liable for all costs associated with unreported or unmitigated spills.

5.2.6 **Hazardous Spills & Supplies**. At no additional cost to the Government, the Contractor shall maintain sufficient spill response supplies on all staging areas, public roadways, and thoroughfares within the port to address spills up to ten gallons of liquid or five cubic feet of solid materials. Upon discovery of a spill, the Contractor shall immediately contain the spill to the best of their ability and await the arrival of the ERO. The Contractor is responsible for cleanup and disposal of waste materials in accordance with environmental standards.

5.2.6.1 **Secondary Containment for Hazardous Materials, Wastes and POL's**. At the Contractor's expense, the Contractor shall provide containment devices of various sizes when required for temporary and permanent storage facilities that retain POL substances, hazardous materials, and hazardous wastes (i.e., - new or used – oils, fuels, lubricants, solvents, batteries, acids, paints, antifreeze, and/or oily rags, etc.).

5.2.6.2 The Contractor shall coordinate secondary containment units for all bulk POL storage tanks, fuel cans, barrels, bladders, etc. In addition, secondary containment units' requirements apply to all tanks and/or containers from five (5) to fifty-five (55) gallons to include mobile tanker trucks used for refueling operations. All secondary containment structures shall be free from soil and sand accumulations.

5.2.6.3 When loose hazardous materials are required to be stored the Contractor shall coordinate or provide the use of proper hazardous storage cabinets, bins or tanks. The Contractor shall provide to the COR and Port Safety Officer (PSO) a current inventory sheet and associated Material Safety Data Sheet (MSDS) for all hazardous materials being stored.

5.2.7 **Hazardous Material (HAZMAT) Certification**. The Contractor shall provide as part of this contract (at contractor's expense) two (2) POCs with HAZMAT certification for oversight in handling hazardous cargo IAW 49 CFR Part 172.704(d) for each operation and port location when handling HAZMAT cargo. The POC shall ensure that their employees comply with "DFARS 252.223-7002, SAFETY PRECAUTIONS FOR AMMUNITION AND EXPLOSIVES; DOD 4145.26-M; DOD CONTRACTORS SAFETY MANUAL FOR AMMUNITION AND EXPLOSIVES; and DESR 6055.09, DEFENSE EXPLOSIVES SAFETY REGULATION when handling ammunition and explosives. The Contractor's personnel shall meet the qualification for personnel who pack dangerous goods, load/unload cargo transport units, handle dangerous goods in transport, and load/unload dangerous goods into/from ships as specified in IMDGC Chapter 1.3, Training and 49 CFR Part 172 Subpart H: Training.

5.2.7.1 The Contractor shall provide to the COR a list of all personnel by name each day services are ordered of those drivers/operators that will be assigned to handle HAZMAT, or ammunition-laden cargo. The list shall include a statement from the Contractor verifying that individuals performing these driving functions comply with *All* ***Army Activities (ALARACT) Message 069-2014 and AR 600-55***. The USG reserves the right to stop Contractor personnel at any time to verify their qualifications against the approved list of personnel scheduled to perform driving functions. Any driver/operator found to be not listed or non-compliant, the Contractor shall remove that driver/operator from the vehicle or equipment, and the incident shall be documented by the COR who will report the incident in the monthly performance evaluation report.

5.3 **Point of Contact (POC).** The Contractor shall designate a dedicated, operationally knowledgeable manager, proficient in English, to serve as the single POC. This POC shall interface with USG personnel during all meetings and operations, possess decision-making authority, and remain available and responsive to the COR/OO at all times during operations.

5.3.1 The Contractor shall provide one alternate manager on-site for each shift when working 24-hour periods. Those individuals shall also be able to communicate proficiently in the English language, have decision-making authority and shall act as the central POC between the Government and the Contractor during all operations (e.g. rail, truck, stuffing, striping and vessel operations). The alternate manager shall always remain available and responsive to the COR/OO during operations.

5.4 **Labor or CFE Shortfalls**. The Contractor shall notify the COR immediately for any labor or CFE shortfalls and communicate their plan to rectify those shortfalls prior to operational start times. The COR will document all discrepancies.

5.4.1 The Contractor shall have oversight of all labor assigned to the operation. This includes but is not limited to the oversight of all operational areas and labor working (vessel decks, docks, staging lots, rail, truck yards, and traffic routes) within those areas. If any operational delay is the result of the Contractor's shortfall of labor or equipment in all operational areas, the delay will be at the Contractor's expense.

5.5 **Daily and Operational Meetings.** During missions, the Contractor shall participate in all vessel and terminal service meetings, including (but not limited to) daily operational meetings (time agreed upon with the COR), vessel planning briefs, boarding parties, and safety meetings. Meeting attendance is mandatory. The Contractor shall provide labor, material, and equipment based on the requirements established in these meetings and maintain the throughput capacity necessary to ensure timely cargo handling and meet agreed-upon shipping deadlines.

5.6 **Stevedoring and Related Terminal Services—Import and Export.**

5.6.1 Planning is the process of stating the objectives to include information on labor, services, and equipment for the COR's review, coordination, and concurrence prior to the actual mission or operation often in advance of the USG providing complete information. The Contractor upon notification shall start planning for commodity operations.

5.6.2 Receiving is accepting custody and responsibility for cargo as it arrives at the port.

5.6.3 **For cargo reception, the USG will:**

- Provide command and control as Single Port Operator/Manager for ARTRANS Operations.
- Identify specialized, unique military equipment that require special handling and coordinate for handling this equipment as required
- Maintain time keeping logbook for record of events for all operations
- Provide reports to the Contractor as specified within this contract
- Compare contractor furnished reports with the USG reports, identify further discrepancies, and reconcile them with the Contractor
- Identify the OO, COR & ACOR to oversee contract operations
- Provide a qualified point of contact for HAZMAT documentation and cargo handling
- Provide ICODES pre-stow plans as specified within this contract NLT 48 hours for review with a revised copy provided NLT 24 hours prior to operation
- Utilize GATES or system of record to document movement of cargo
- Provide scanners (PDA), tally sheets or Military Shipping Label (MSL) as applicable to the Contractor
- Process contractor activity pay into GATES or system of record NLT 48 hours after receipt of documentation, (delays to GATES processing may occur due to frustrated cargo records)
- As applicable to type of operations, provide a discharge report, manifest, cargo load list, and GATES on hand report
- Pre-stow plan for vessel load, staging requirements, and when provided, a final stow plan for vessel discharge, to the Contractor
- Assist to resolve cargo discrepancies such as overages, shortages and Hazardous Material (HAZMAT) documentation
- Provide training on scanners (PDA) and USG Documentation System(s), when applicable

5.6.4 **Vessel loading and discharging the USG will:**

- Provide all of the above
- Provide the Contractor with notice, as soon as known, of any inbound vessel, to include vessel configuration, manifested cargo list and stow plans (if available)
- Arrange additional staging area or berthing (if applicable)
- Provide a discharge plan at least 48 hours prior to commencement of operations when possible, including cargo handling special instructions
- Provide when applicable a staging plan at least 1 business days prior to commencement of operations, to include special cargo handling instructions

5.6.5 **Common-User Land Transportation (CULT).** The USG defines CULT assets as US Army organic transportation assets, while commercial services are defined as Commercial Line Haul CLH or Commercial Rail service. The Contractor shall ingate CULT assets and CLH or Railcars upon arrival, direct CULT/CLH trucks to designated staging area(s), document railcars providing number, and type of railcars, whereas the Contractor shall inform the Cargo Distribution Section (CDS)/COR/MCS of trucks/railcars arrival and await disposition instructions.

5.6.5.1 **Commodity Services Loading/Discharging Trucks/Railcars**. The Contractor shall load or discharge Inland Transport assets (i.e. CULT/CLH or rail) by best commodity method without causing damage when the transport arrives at the port. The USG will not, compensate the Contractor for discharging cargo for other than by the intended commodity method (e.g. lifting operable vehicles in liew of driving them). The Contractor shall provide all personnel, CFE/MHE (ramps, tow bars, spanner plates as needed).

5.6.5.2 **Direct Loading/Discharge of Cargo**. The USG may direct priority cargo transfer from discharging vessels directly to inland transport (truck/rail). The Contractor shall handle all aspects of this transfer, including prepping, loading, securing, and tarping (as needed). Compensation for this service shall only be paid under commodity rate 1A2 established in the SOR. Additionally, the USG may direct priority cargo transfer from inland transport (truck/rail) directly to the vessel for stow. The Contractor shall handle all aspects of this transfer, including prepping, loading, and securing. Compensation for this service shall be paid only under commodity rate 1A1 established in the SOR.

5.6.6 **Discharging CULT/CLH Trucks**. The Contractor shall receive cargo by CULT/CLH Truck(s) for discharge (Schedule 1B4). The Contractor shall upon receipt, validate cargo data and location, scan Military Shipping Labels (MSL), manually tally & check MSL data, verifying door security seal numbers, checking shipping documents for discrepancies and inspect all cargo for pilferage/damage/leaks. The Contractor shall report immediately before discharging cargo any pilferage/damage/leaks to the COR. The Contractor shall direct/ground guide all CULT/CLH trucks to designated staging areas for discharging. The Contractor shall inspect and determine operational status of the vehicle/cargo, assist the CULT/CLH truck driver in un-securing the cargo and discharge the cargo by commodity method (LOLO) draying the cargo to its designated final place of rest per the USG provided staging plan. (Schedule 1B4) of the SOR.

5.6.7 **Loading CULT/CLH Trucks.** The Contractor shall disposition cargo for onward movement (i.e. port clearance) for its final destination by CULT/CLH trucks (Schedule 1B3). The Contractor shall provide commodity services (LOLO) operations. The Contractor shall call forward cargo, draying cargo from its place of rest per the USGs provided or approved port clearance plan. The Contractor shall tally & check each piece of cargo, document, and inspect cargo documentation reporting any discrepancies to the CDS/COR and load the cargo on each CULT/CLH truck in such a manner that no damage is caused by the Contractor. The Contractor shall ensure vehicles loaded shall have brakes set and secured by one set of chains/straps before movement of CULT/CLH. The Contractor shall assist CULT/CLH driver in removing and reinstalling the transporter components, i.e., sideboards, rails, chains, and if applicable tarp cargo, replace placards and labels (supplied by the USG) as needed and ensure all cargo is secured/tiedown before allowing the CULT/CLH to depart. (Schedule 1B3) of the SOR.

5.6.7.1 **Mis-shipped cargo**. Mis-shipped cargo is defined as cargo loaded on the wrong conveyance. The Contractor shall be responsible for reimbursing the USG for all costs associated with recovery and shipment of cargo in question to the proper final destination. This includes CULT charges, as well as any charges associated with loading and discharging the cargo at both locations.

5.6.7.2 **Commercial Truck Drivers**. The Contractor shall ensure CULT/CLH drivers picking up military cargo (disposition), and before loading any CULT/CLH truck, drivers must have in their possession a valid CDL appropriate to the type of vehicle they operate when picking up Military cargo considered overweight or HAZMAT. (if applicable), Drivers found to be out of compliance shall be reported to the CDS/COR before releasing cargo.

5.6.8 **Commodity Services Loading/Discharging Railcars.** The Contractor shall load/discharge railcars when inland rail service arrives at the seaport. The Contractor shall direct/spot railcars into designated rail spurs if needed/requested. The Contractor shall provide CFE/MHE i.e. spanner plates, and ramps and prep railcars for loading/discharge operations. (Schedule 1B1 & 1B2 of the SOR)

5.6.8.1 **Lashing/Tiedown Inspection**. The Contractor shall oversee and inspect all lashing/tiedown on all loaded railcars to ensure all USG cargo (vehicles) are secured per ARTRANS TEA Modal Instructions (MI) -19, Tiedown Handbook for Rail Movements. Compensation per (Schedule 1B1) of the SOR.

5.6.9 **Loading Railcars**. The Contractor shall dray vehicles/containers from there place of rest to the railhead for loading cargo on each railcar per the USG provided rail load plan in a manner that no damage is caused by the Contractor. The Contractor when loading/discharging vehicles shall only allow needed ground guides on railcars when vehicles are being moved/driven into place. The Contractor shall clean all debris/trash from railcars/railhead/spurs upon completion of rail operations. (Schedules 1B1) of the SOR.

5.6.9.1 The Contractor shall scan, manually tally & check, and document all cargo as well as any nested or secondary loaded cargo (labeled or unlabeled cargo capturing by MSL or data plate) by each railcar as directed by the COR. The Contractor shall also cover cargo with tarpaulins (if requested) and reinstall transporter components (as needed or directed by the COR). (Schedule 1B1) Materials/supplies shall be at (OOP expense).

5.6.9.2 The Contractor shall during vessel discharge, “if permissible” pre-stage USG cargo at the railhead, near or next to any railcar for future loading. (Schedule 1A2).

5.6.10 **Discharge Railcars**. The Contractor shall ensure railcars for discharge, remove tarpaulins (as needed) and remove or reinstall transporter components (e.g., sideboards, rails), unlash, scan, manually tally & check all cargo as well as nested or secondary loaded cargo (capturing MSL data), and discharge vehicle/containers to its designated place of rest per the COR-provided staging plan. The Contractor shall unload railcars in a manner that no damage is caused by the Contractor. (Schedule 1B2 of the SOR)

5.6.11 **Military Convoys**. Due to contingencies or training the USG may elect to convoy vehicles and other cargo to/from the designated seaport, whereas the Contractor shall receive or disposition cargo by Military convoy, the Contractor shall provide cargo management, tallying & checking, ground guides, contact maintenance, CFE/MHE, and other support services for arriving or departing convoys. The Contractor shall be compensated for loading or discharging military convoyed CULT assets when/if those commodity service are needed/ordered (Schedule1B3 or Schedule 1B4).

5.7 Vessel Operations

5.7.1 **Vessel Operation Meeting.** At the vessel operations meeting held prior to the start of each vessel operation (Load or Discharge), the COR will confirm with the Contractor in writing the mutually agreed upon timeframe for the safe and efficient time schedule for completing each vessel operation. Completion timeframes will be determined based on known factors such as cargo volume, Contractor productivity, stow factors, Required Delivery Date (RDD), number of PODs, consignee cargo mix, distance to staging, and vessel type being worked.

5.7.2 **Vessel Preparation Loading or Discharge Operations.** The Contractor shall be responsible for opening and closing vessel services. At minimum, these services shall include the removal or replacement of tarpaulins, battens, hatch covers, temporary covers, and beams with respect to all decks and deep tanks during both "loading and discharge operations". Compensation for services defined in this paragraph are included in the commodity rates in Schedules 1A1 and 1A2 of the SOR.

5.7.2.1 The Contractor shall provide labor as indicated by the task order to perform vessel opening and closing services not otherwise performed by vessel crews. Compensation for services defined in this paragraph are included in the commodity rates in Schedules 1A1 and 1A2 of the SOR.

5.7.3 **Vessel Discharge.** The Contractor shall hold safety meetings prior to vessel operation, brief their employees on the operation, move needed Material Handling Equipment (MHE) and materials into place, and prepare for vessel discharge. The Contractor will be briefed on vessel stow plan concepts and decks that will be discharged during vessel operation, whereby the Contractor shall review plans for accuracy. The Contractor and COR shall develop a vessel discharge plan based on the most efficient way to complete vessel operations and shall agree on completion time schedule(s). The Contractor shall verify the location of all cargo onboard the vessel, and inspect cargo prior to handling, and report any damage or discrepancies found while onboard the vessel to the COR. The Contractor shall start breaking and remove cargo lashing gear and determine the status of the cargo operationally, and prepare the cargo for discharge, following the USG's discharge plan, and dray the cargo to the designated final place of rest per the USG's staging plan. Compensation for services defined in this paragraph are included in the commodity rates in Schedule 1A2 of the SOR.

5.7.3.1 The Contractor shall document all discharged cargo to include capturing linked, nested, secondary loads, time and method the cargo was discharged (LIFT) of all inbound cargo and within the agreed upon discharge timeline and plan. The Contractor shall stage cargo IAW the USG's staging plan (e.g., by type, destination or segregation as necessary). The Contractor shall handle multiple classes of cargo including sensitive, classified, hazardous, or refrigerated cargo, per the discharge and staging plan and IAW current applicable regulations. All changes must be approved through the COR. Compensation for services defined in this paragraph are included in the commodity rate 1A2 established in the SOR.

5.7.3.2 The Contractor shall return all vessel lashing gear per vessel chief mate instructions or to its proper place (lashing bins or wall racks) and clean up any fuel/oil spills, trash, or debris caused due to vessel operation prior to vessel departure. Compensation for services defined in this paragraph are included in the commodity rate 1A2 established in the SOR.

5.7.4 **Discharge Vessel to Other Conveyances.** The Contractor may be requested by the USG to disposition (port clearance) priority cargo to other inland modes (i.e., Commercial trucks or Rail) via LO/LO methods. During vessel discharge operations, the Contractor shall remove cargo from its stowed location and dray cargo to the awaiting conveyance. The Contractor shall then prep, load and secure the cargo per loading instruction from the USG. Loading shall also include covering cargo with tarpaulins (as needed), and removing and reinstalling transporter components, (i.e., sideboards, rails, tarpaulins, and spanner plates etc.). Compensation for services defined in this paragraph is included in the commodity rates established in schedule 1A2 of the SOR.

5.7.5 **Vessel Loading.** The Contractor shall hold safety meetings, brief their employees on the operation, move needed MHE and materials into place and prepare for vessel loading. The USG will forward a list of anticipated cargo and pre-stow Integrated Computerized Deployment System (ICODES) plans to the Contractor as soon as products are available. The Contractor will be briefed on stow plan concepts and decks that will be used during loading operation, whereby the Contractor shall review plans for accuracy. The Contractor and COR shall develop a vessel load plan based on the most efficient way to complete vessel operations and shall agree on completion time schedule(s). The USG and Contractor shall adjust, or revise stow plans due to late arriving cargo, or last-minute changes. The Contractor shall report any discrepancies, issues, or concerns to the COR. Compensation for services defined in this paragraph is included in the commodity rates established in schedule 1A1 of the SOR.

5.7.5.1 The Contractor shall load cargo onto the vessel from its place of rest to its final point of stow aboard the vessel, simultaneously lashing and securing cargo and IAW the approved vessel pre-stow plan, completing the vessel loading within the time schedule established at vessel operations briefing between the Contractor and COR. The Contractor shall perform loading operations in “best commercial practices” and in such a manner that no damage is caused handling the cargo by the Contractor. The Contractor shall have the capabilities to handle multiple classes of cargo including AA&E, sensitive items, classified, HAZMAT and refrigerated cargo IAW the USG’s stow plan. The Contractor shall secure all cargo IAW ARTRANS TEA Reference 55-22, (Marine Lifting and Lashing) or when otherwise instructed by the vessel chiefs’ mate. The Contractor shall coordinate all vessel activity through the COR. Compensation for services defined in this paragraph is included in the commodity rates established in schedule 1A1 of the SOR.

5.7.6 **Lashing or Securing of Cargo Onboard the Vessel.** During vessel loading the Contractor shall not allow time to lapse between loading cargo and lashing or securing the cargo in its final stowed position. When cargo is loaded in a temporary stow location, cargo shall be lashed and secured with at least one set of lashing gear (front and back).

5.7.6.1 The Contractor shall also record and report all USG furnished, or Contractor provided dunnage, lashing gear and securing material(s) used aboard the vessel. The Contractor shall furnish an accountability report of USG furnished, or Contractor provided material(s). The Contractor shall inventory and provide an itemized list of material(s) used and submitted to the COR for each cargo operation within 24 hours of completion of each operation. Compensation for services defined in this paragraph is included in the commodity rates established in schedule 1A1a of the SOR.

5.7.6.2 The Contractor will not be held accountable for delays in vessel operations resulting from circumstances not within the control or responsibility of the Contractor. Factors known to affect productivity may include and are not limited to inclement weather, USG augmentation, vessel condition, lack of tiedown points, or cargo condition.

5.7.7 **In-Stow Lashing & Cargo Inspection.** The Contractor shall perform 100% in-stow inspection of each hold or deck loaded on the vessel with the chief's mate or their (vessel representative) upon completion each deck of the loading operations. The Contractor shall perform an in-stow inspection to identify loose tie down equipment, or damages caused during loading operations. The Contractor shall rectify any nonacceptable or loose lashing on the spot during the inspection process. Upon discovery of damages, a joint inspection shall be performed by the Contractor and the COR. The Contractor shall be responsible to prepare a cargo exception report and submit the report to the COR within four hours following the completion of all vessel operations. Compensation for services defined in this paragraph is included in the commodity rates established in schedule 1A1a of the SOR.

5.7.8 **Removal of Materials.** The Contractor shall remove all unused dunnage, lashing and securing material. The Contractor shall also remove from vessel all debris, to include broom sweeping, generated by the operation. Compensation for services defined in this paragraph is included in vessel load/discharge commodity rates.

5.7.9 **Storage of Unused Materials.** Unused dunnage, lashing gear and securing material belonging to the vessel shall be re-stored by the Contractor aboard the vessel according to the instructions of the vessel master or chief's mate. The Contractor shall remove all Contractor or USG furnished dunnage or other materials from the vessel. Compensation for services defined in this paragraph is included in vessel load/discharge commodity rates.

5.7.10 **Staging.** Staging is the placement of cargo, after discharge from any transportation mode, at a designated final place of rest for future vessel loading or port clearance. The Contractor shall organize cargo according to the government's staging plan to facilitate onward movement, manage frustrated cargo, and control sensitive/hazardous cargo. The government will communicate any changes or events affecting the staging plan. A clearly defined, contiguous staging area is required due to the dynamic and sensitive nature of military seaport operations. Piecemeal staging plans will only be considered on a case-by-case basis, and the government reserves the right to refuse them.

5.7.10.1 **Staging Area and Staging Plan(s).** The Contractor shall be flexible when providing staging for USG cargo operations. Due to the fluid nature of USG port operations, a clearly defined staging area and utilization plan is essential to mission success as well as mitigating total mission cost. The USG will order staging on an incremental basis for each port operation and reduce or increase staging as each mission dictates. The Contractor and COR shall agree during mission planning meetings on the per square meter(s) per day of use required for initial port reception and disposition operations and the maximum staging area requirement at full utilization. The COR will notify the Contractor thereafter of changes to the initial order. The Contractor shall be compensated for the staging area as outlined in the schedule of rates, by total square meters being utilized on a daily basis as required to accommodate the cargo including access and fire lanes. The Contractor shall notify the COR of staging space ordered but not used so as to control staging cost.

5.7.10.2 **Staging Area Requirement.** The staging area shall be a hardstand (paved or concrete) area large enough to accommodate all government cargo for each operation, including traffic lanes and sufficient access space between equipment. It must be a sterile area, free of vegetation, insects, rodents, standing water, and any other foreign material that may compromise equipment cleanliness/sterility requirements. Staging lots designated as aircraft landing zones must be clear of overhead obstructions and standing light poles and cleaned/swept (mechanically or manually) before use. The staging area shall be fully lit and secured per USG requirements, with 24-hour restricted access for the duration of the mission. See Section 6 for more specific staging area details.

**NOTE: See section 6 for additional USG requirements for staging areas.

5.7.10.3 **Final Place of Rest.** The Contractor shall agree the "final place of rest" as being the designated resting or staged location the USG designates per its staging plan, for onward movement of cargo for vessel load or port clearance (disposition). Interruptions or spotting cargo in route (i.e., on or along the pier) to/from its final place of rest shall be, considered for convenience by the Contractor, and at no additional cost to the USG. However, if the COR directs the Contractor to pre-stag cargo prior to an operation, the USG will compensate the Contractor for spotting cargo per manhour rates per schedule 2 of the SOR.

5.7.10.4 **Cargo Consolidation & Staging Management.** The Contractor shall manage all staging areas/lots/yards in such a manner as to save space and usage. The Contractor shall be responsible for consolidating USG cargo by repositioning/moving/draying the cargo forward as needed. The Contractor shall provide to the COR a daily status report on staging space in actual use, utilization is based on actual cargo footprint including access and fire lanes. The Contractor shall inform the COR of decreased staging/space and shall not charge the USG for staging/space not being used. The USG will not compensate/pay for staging/space where the Contractor failed to manage cargo or failed to inform the COR of those changes. Compensation for services defined in this paragraph are included in all commodity rates established the SOR.

5.7.10.5 **Stuffing and Un-stuffing Containers.** The Contractor shall stuff and un-stuff containers in such a manner that no damage is caused. Cargo may include but not limited to Household Goods (HHG), or other cargo or materials. The Contractor shall remove cargo from its place of rest and stuff it into designated containers, transporters, or onto flat racks. Stuffing includes securing of the cargo inside the container per ARTRANS TEA MI - 23 (Tiedown Handbook for Containerized Movements) and TM 55-2200-001-12, applying its container door seal (provided by the USG). The Contractor shall un-stuff cargo from containers, transporters, or flat racks to a designated place of rest or for customs inspections, Un-stuffing includes removal of labels, blocking and bracing debris and nails and the reinstallation of the contents and its blocking and bracing. Compensation for services defined in this paragraph shall be at rates per (Schedules 1E) of the SOR.

5.7.10.6 **Household Goods (HHG).** HHG's are defined as all types of boxes crates, loose goods and may include gas powered lawn equipment. The Contractor shall receive and disposition HHG's, in a covered staging facility, protected from the outdoor elements. The contractor will document and prepare all cargo for sealift by shall blocking and bracing all loaded cargo as needed, all containers shall be security sealed, weighed and documented by container number. (Schedules 1E) of the SOR.

5.7.11 **Weighing Containers.** The Contractor shall provide (when requested or labeled weight discrepancy are reported) the gross conveyance weight and the associated conveyance number to the COR, or COR's designated representative. All containers loaded aboard ship shall adhere to Safety of Life at Sea (SOLAS) requirements. The Contractor shall verify the Verified Gross Mass (VGM) certificate such as DD Form 2781 for all containers. Compensation for services defined in this paragraph are included in all commodity operations/rates established in the SOR.

5.8 **Customs and Agricultural Inspection**. The Contractor shall provide labor and equipment as needed to support Customs and Agricultural inspections. The Contractor shall move, unload, reload, unstack, and re-stack, removing or reinstalling blocking and bracing, cargo as needed. The Contractor shall also document activities, container numbers and old and new door seals. Compensation for services defined in this paragraph shall be at XL/EQR rates (Schedules 2 & 4). Security door seals shall be provided by the USG or may be local purchased as cost reimbursable (OOP expense).

5.9 **Tallying & Checking.** The Contractor shall provide tally and checking services for all cargo handled during cargo operations. The Contractor shall report all damages and shortages and shall provide a copy of all tally sheets/reports (signed by the checker) to the COR no later than 2 hours after the completion of each shift, unless otherwise specified. Compensation for services defined in this paragraph are included in all commodity rates established the SOR.

5.9.1 Inclusive of tallying & checking cargo the Contractor shall scan MSL's and manually tally (by tally sheet) all cargo and capture Radio-Frequency Identification (RFID) tag information. The Contractor shall ensure all cargo scanned, tallied and checked for accountability.

5.9.1.1 The Contractor shall, at the request of the COR, provide checker for the ICODES support, capable of scanning, foot printing or drawing cargo, for accountability of stow locations, Contractor personnel will receive materials, supplies, and instruction as needed. Compensation shall be at checker manhour rates as established in schedule 2 of the SOR.

5.9.2 **RFID Tags**. When requested by the COR and ordered by the OO, the Contractor shall mark, label, and place RFID Tags as needed on containers to include replacing thereof. Compensation for services defined in this paragraph paid at manhour rates established in Schedule 2 of the SOR.

5.9.3 **Documentation.** The Contractor shall provide all documentation requested by the COR IAW the PWS. Documentation, defined as the process of capturing cargo data (manually or scanned). Documenting cargo status, and accurate cargo details (e.g., correct dimensions, model number, seal numbers, identification of HAZMAT, linked cargo, or sensitive cargo), and correct Contractor's activity pay (lift) codes for DTS cargo transiting the port, by all modes of transportation. Compensation for services defined in this paragraph are included in all commodity rates established the SOR.

5.9.4. **Scanners**. The Contractor shall pickup and return scanners and all cargo documentation to the Cargo Documentation Section (CDS) unless otherwise specified by the COR.

5.9.4.1 The Contractor shall document (scan and manually tally) cargo arriving or departing via vessel, rail, truck, car carrier, drive, tow, shift, transfer, or by convoy. The CDS section will instruct checkers on scanner use and tally forms. The Contractor shall retrieve scanners and tally sheets from the CDS section no earlier than one hour prior each operation commencement. The Contractor during each operation shall return each scanner and tally sheet(s) to the CDS section in four-hour increments where they will be issued a new scanner to continue with (if needed) the mission. The Contractor shall provide tallying & checking services for Military convoy's when requested by the COR. Compensation for services defined in this paragraph are included in all commodity rates established the SOR.

5.9.5 **Documentation (Rail)**. When loading railcars, the Contractor shall provide rail load tallying & checkers sheets to the CDS section office every two hours.

5.9.6 **Documentation (Trucks)**. When loading trucks, the Contractor shall:

- (a) Return original truck load tally sheet(s) to the driver for billing
- (b) Provide a second copy to CDS section at four (4) hour intervals
- (c) Retain the third copy for their records.

5.10 **Frustrated Cargo.** The Contractor shall notify the COR immediately on all discrepancies found with USG cargo. Examples of frustrated cargo, but not limited to (documentation, labeling discrepancies, damage, leaking POL's or hazardous substances, missing or damaged door seals, or missing placards). Frustrated cargo shall be separated from general cargo upon its discovery (reception thru disposition) and placed into a separate area within the staging yard/lot (separation shall apply for hazardous classes). Compensation for services defined in this paragraph are included in all commodity rates established the SOR.

5.10.1 The Contractor shall report in writing on the status of all frustrated cargo, its discrepancy, location, and length of time the cargo was frustrated, and shall make the report every 24 hours to the COR.

5.11 **CRANES, GEAR AND MHE**

5.11.1 **Lifting Gear and Rigging.** The Contractor shall load test all lifting gear and rigging used in connection with all Military operations. All tested equipment shall be tagged, certifying it meets the required industry and DoW standards IAW TB 43-0241. The Contractor shall make available all records pertaining to required inspections, load testing and certification for review by the COR upon request.

5.11.2 **Fixed Gantry or Mobile Cranes**. The Contractor shall load/hang test all cranes and its lifting gear per safety standards when handling AA&E before each operation's start time. During operations the crane operators shall safety/hang lift vehicles and containers before fully engaging the full lift of the cargo.

5.11.3 **Rigging School Certification.** The Contractor shall provide two personnel (foremen or stevedore) that were school trained and certified in rigging to inspect and rig, heavy lift slings used in all vessel, rail and truck lifting operations. One certified rigger shall be present at all times during lifting operations to ensure safe and proper selection of lifting gear, rigging techniques, and lifting points are being employed and utilized.

5.11.4 **Material Handling Equipment (MHE).** The Contractor shall furnish all Material Handling Equipment (MHE) required to perform all stevedoring and terminal services under this contract, to include appropriate Container Handling Equipment (CHE) for handling all containers 20 ft. & 40 ft. in length, and containers with or without lifting pockets. The Contractor shall use container handling MHE (container stacker, top lift) when lifting any container, empty or full with a length 20 ft. or greater.

5.11.5 **Port Authority Cranes.** The Contractor shall, coordinate with Port Management or, Port Authority to reserve/rent port cranes (with crane operator) if applicable, for vessel operations, i.e., floating cranes, fixed gantry cranes, or (mobile Gottwald) dock cranes (100–300-Ton capacity). The USG will reimburse the contractor for compensate invoice cost directly per port tariffs rates, unless otherwise stated, compensation for crane operator shall be established in the labor rates on the SOR.

5.11.6 **Mobile Crane Service.** The Contractor shall have the capability to provide mobile cranes from 50-250-ton capacity. Mobile crane cost shall include (if applicable) mobilization setup, and tear down, crane rigging gear, fuel, POL, and crane operator(s). The Contractor shall furnish extra heavy lift equipment/gear if needed in addition to crane rental equipment. Compensation for extra lift equipment/gear gear shall be at OOP expense.

5.11.7 **Self-Containing Vessel.** In some cases, the USG may use USG/MSC controlled vessels where ship's gear (ships crane) and equipment available for use. In the absence of vessel (crew) crane operator, the Contractor shall provide qualified crane operators for vessel crane/lift operations. The Contractor remains responsible for providing crane rigging, spreader bars and gear. Compensation for crane operator shall be established labor rates in schedule 1A1 and 1A2 of the SOR.

5.11.8 **Contractor Inability to Perform Contract Services.** The Contracting Officer will have the final say in determining whether and for how long the Contractor is unable to perform services under this contract. The Contractor agrees to cooperate in good faith with USG personnel assigned to this contract (CO/COR/OO). Failure to do so may result in contract termination for Contractor inability to perform.

5.11.9 The USG at its discretion may source materials to support mission readiness. The Contractor shall account for all USG-owned equipment and supplies not used in the operation and store or return such materials to the USG, as received. "USG-owned" is defined as either material purchased by the USG for the Contractors use in support of this contract, or materials purchased by the Contractor on behalf of the USG for which the Contractor has valid receipts and approved as an OOP expense by the COR.

5.12 **Ground Transportation**. The Contractor shall provide transportation (i.e., trucks/trailers, van, or buses) at contractor expense for its employees, and CFE/MHE in and around the port, as well as any work site designated by the COR.

5.12.1 The Contractor shall provide when requested by the COR/OO, MHE not covered in Schedule 4 EQR (e.g. floating cranes, land-based cranes, mobile cranes, special equipment, special materials, or reimbursable 3PL services). It is required that all additional expenses be pre-approved in writing by the COR regardless of dollar value prior to its purchase or rental. Compensation shall be at reimbursement OOP expense.

5.12.2 Items purchased/rented shall be identified on the TO template (MISC. Tab) form by the OO and certified as necessary by the COR. The Contractors invoice for miscellaneous expenses shall detail each service or supply, the rate per unit, number of units and total extended price, accompanied by the vendor receipt/invoice as substantiating documentation. The USG will not reimburse for any miscellaneous expenses without all substantiating documentation (vendor receipt/invoice) attached. For miscellaneous supplies and durable goods not listed under a specific schedule, compensation shall be at reimbursement OOP expense.

6.0 PORT - TERMINAL SPECIFIC REQUIREMENTS

6.1 Scope of service. This PWS covers the handling of all USG import/export cargo by the 598th Transportation Brigade, ARTRANS. Specific requirements for the Port of Rotterdam are listed in this section. The Contractor shall provide high op-tempo S&RTS services (including simultaneous work on multiple decks of multiple vessels), encompassing all labor, material, and equipment per this PWS. Even when port tariffs supersede certain stevedore requirements, the Contractor shall remain prepared to provide full services upon government request.

6.1.1 Terminal Operations. Contractor services shall cover the full spectrum of ocean terminal operations, including simultaneous loading/discharging of multiple vessel types, trucks, and railcars; operation of staging and call forward areas; and provision of designated areas/facilities for cargo washing/fumigation and staging/warehousing.

6.2 Additional Physical Security.

6.2.1 Port Access. The Contractor shall ensure all Contractor personnel must always adhere to all security requirements set forth by the Port Authority and the Commander of the 598th Transportation Brigade.

6.2.1.1 All permanent and temporary personnel, hired directly or indirectly by the Contractor for work to be performed under this contract, shall have in their possession, and display when required, a current workers Security / Identification Card (ID) issued by the Port of Rotterdam.

6.2.2 Physical Security at Port: Port Facility and contracted Staging Areas must comply with the most current requirements of Part A, ISPS Code, Chapter XI-2 of the Annex to the International Convention of the Safety of Life at Sea, 1974, as amended. Upon US Government (USG) request, the Contractor shall implement additional physical security measures (beyond those provided by Host Nation (HN) forces or port security) to protect USG personnel and cargo. These measures, which require prior written COR approval, encompass protection from fire, flood, natural disasters, pilferage, theft, vandalism, and terrorism, and include denying unauthorized access to facilities, equipment, and resources. Examples include container walls, concrete barriers, fencing, locks, and contracted security personnel. Compensation for additional security will be through SOR Schedule 10 or OOP expenses. Contractor shall ensure adequate detection, tracking and Identification (DTI), and mitigation measures are in place for incidents involving Unmanned Aircraft Systems (UAS), i.e. Drones. Provide initial notifications and any follow-up reports to the COR, Facility Security Officer, and the appropriate law enforcement officials.

6.2.2.1 Armed Guards: If directed by the COR, the contractor shall provide armed guards. If ordered, armed guards shall meet all Host Nation training, certification, and local port requirements. The contractor shall provide evidence of certification for each employee if requested by the COR. Should a Host Nation military establish a Temporary Military Zone (TMZ) at the seaport terminal, the Contractor shall fully cooperate with host nation and TMZ requirements. Armed guards and any costs related to this service will be treated as a passthrough charge and contractor will be compensated via OOP.

6.2.2.1.1 Operational Duties: Entry Control Point (ECP) duties: Maintain continuous presence during all operations as directed by COR. Control access to staging areas, piers, and rail operations as required for each mission. Verify all personnel and vehicles requesting entry against approved access rosters. Vehicles entering through the ECP are subject to search, which may include but not limited to, any baggage, the interior of the cabin, the trunk, toolboxes, the undercarriage of the vehicle, and underneath the hood. Specific search percentages, methods, and protocols shall be random in nature, and directed by the contracted security personnel. It is recommended that the driver be present during the search. If the driver refuses to comply with the search, they should be denied access. Signage should be placed at the ECP's indicating that, “Access to the secure area is restricted and unauthorized presence within the area constitutes a breach of security. All visitors and vehicles entering the secure area may be subject to personal and/or baggage searches. Armed Guard Duties: Maintain a continuous 24/7 presence within designated areas for the duration of the mission. Provide primary oversight and security of Sensitive Items (SI), Arms Ammunition & Explosives (AA&E) and other critical cargo identified by the COR. Conduct periodic roving patrols of the staging yard, pier, and rail yard during rail operations.

6.2.2.1.2 Equipment and Arms: Guards shall be equipped with communication systems that enable effective and continuous coordination among contracted security personnel, port facility security staff, vessels in port, and local and national authorities with security responsibilities. Guards shall be issued radios, cell phones, whistles, flashlights, and, when authorized by HN laws, pepper spray or comparable dispersant devices. Guards shall maintain the capability to contact the on-site Officer in Charge (OIC), the Noncommissioned Officer in Charge (NCOIC), the COR, and local authorities. Armed guards shall, at a minimum, be issued handguns and may be authorized to carry additional weapons, including shotguns or rifles, as permitted by host nation laws and authorities.

6.2.2.1.3 Area of Operations: Security coverage shall at a minimum encompass all Port Operations and staging areas, except where responsibilities are assumed by HN forces such as military, police, or coast guard units. The USG OIC shall define specific patrol areas during the development of the Concept of Operations and mission planning, prior to mission execution.

6.2.2.1.4 Period of Performance: The duration of security presence will remain at the discretion of the COR, based on security requirements and port staging conditions.

6.2.2.1.5 Reporting Structure: Guard personnel shall conduct radio or telephone check-ins with their designated dispatch center on an hourly basis. All guard activities shall be documented and made available to the COR or OIC upon request and at the conclusion of the mission. Required documentation includes shift changes and personnel accountability, detailed inspections of AA&E/SI, periodic assessments of the perimeter or pier, and status checks of the Entry Control Point (ECP). Any incidents or observations of operational concern that could affect ongoing or future operations shall be reported immediately through the appropriate channels.

6.2.2.1.6 Training and Certification: The Contractor shall ensure that all guard force personnel are trained and certified in accordance with ISPS standards or the applicable HN requirements, applying whichever of the two is more stringent.

6.2.3 Container Security Wall. The Contractor shall, at the request of the COR, provide a shipping container wall. The containers shall be placed end to end and in such a manner as to give 100% unbroken space between each container, with a single entrance and exit, and encompass the radius designated by the COR Containers doubled stacked shall be locked with container locks at each corner between the upper and lower container. Compensation for rental of containers shall be billed per Twenty-Foot Equivalent Unit (TEU), per day and invoiced as a rate (Schedules 6) of the SOR.

6.2.3.1 Compensation for containers includes delivery, setup, dismantling, and removal from the port tarmac for construction of the security perimeter wall. A single rate per container will be paid, as established in Schedule 6 of the SOR.

6.2.3.2 Portable Fencing. The Contractor shall, at the request of the COR, provide chain-link security fencing at least three meters high, topped with barbed wire if needed. Fencing must be adequately supported to withstand high winds and intrusion attempts. It shall enclose the entire designated area, with gates large enough for two-way vehicle traffic and equipped with locking mechanisms. Fencing will be used to separate government cargo from commercial cargo, and the government will have exclusive 24/7 access to the government cargo area.

6.2.3.2.1 Compensation will be based on a per-meter rate (perimeter only), including gates, fittings, supports, delivery, installation, dismantling, and removal, at the rate specified in Schedule 6 of the SOR.

6.2.4 Personnel List. A comprehensive list of personnel the Contractor may use during the duration of this contract shall be submitted to the COR/ACOR/Ordering Officer. The list should identify all personnel with full name. The personnel required by the contract to work on the port shall be identifiable via name tag or badge and shall be submitted to the COR/ACOR/Ordering Officer on a daily basis..

PERSONNEL THAT ARE NOT PRE-CLEARED, THEREFORE NOT LISTED AT SENTRY GATES, SHALL BE DENIED ENTRY AND USG WILL NOT BE CONSIDERED LIABLE.

6.2.5 Law Enforcement/Counterintelligence. In the event of a known or potential intrusion, the Contractor shall consent to responding counterintelligence or law enforcement investigative agency requests to apply forensic analysis tools to Contractor information systems affected by the intrusion, including monitoring tools, imaging tools, and any other techniques the agency seeks to apply to effectively analyze the intrusion. The Contractor shall allow the responding counterintelligence and/or law enforcement investigative agency to image affected systems, including systems containing proprietary information. Nothing in this contract shall limit the ability to conduct law enforcement or counterintelligence activities, or other activities in the interest of the USG.

6.3 Safety (Additional Port Safety)

6.3.1 Explosives Safety. Operations that involve explosives movement or handling will require the Contractor to meet the following criteria:

6.3.2 Explosives Familiarization and Training. The Contractor shall ensure all personnel who handle, haul or manage explosive quantity process will complete training as defined by the unit Explosives Safety Management Plan (ESMP). Units will provide training media or coordinate in-person training to all contract personnel who will fill positions identified in this paragraph. Personnel who are present within the explosive arcs during operations, but not performing handling or management functions will have an ammunition familiarization course which will also be defined by the unit's ESMP and provided to the Contractor.

6.3.3 Training, Tracking, and Reporting. The Contractor shall maintain CFE/MHE training records for all employees, stevedores, longshoremen or tallyman and provide confirmation, with dates trained, for personnel who will be on the port and performing related tasks daily.

6.3.3.1 The Contractor shall ensure requirements of the Occupations Safety and Health Administration. All personnel reporting for work must be dressed so that no additional hazard is created and must wear safety shoes and hard hats.

6.3.3.2 The Contractor shall adhere to the 598th Transportation Brigade working safety program and the 838th ESMP. These programs will be administered by a Joint Committee of Management and Labor in each port and shall utilize the general work rules; and also encompass safety and health matters arising under various statutes, including the Occupational Safety and Health Act.

6.3.3.3 While and operating between dusk and dawn or as requested by the COR. Compensation for mobile light towers shall include transfers, setup, and removal at established rates in (Schedule 4) of the SOR.

6.3.3.4 The COR and USG Safety Representative (including Unit Safety Officer, Battalion - and Brigade Safety Office) are conducting safety inspections/assessments on Contractors Safety Program per mission, annually or when discrepancies get reported according to the QASP. General inspections are compulsory and will be announced at least 24 hours in advance. The USG reserves the right to carry out spot checks for specific problems without announcement.

6.4 **Emergency Procedures for Explosives.** The Contractor will incorporate specific procedures into emergency evacuation, firefighting and personnel accountability in emergency response plans when explosives operations are conducted. The COR and unit safety representative will ensure Contractor has information necessary to meet this requirement. The Contractor shall remove personnel involved in explosives safety violations or dangerous actions while handling explosives. Procedures will be established to restrict these personnel from performing explosives handling until training or effective corrective actions have been implemented and provided to the COR

6.5 **Additional Administrative.**

6.5.1 **Hours of Operation.** The Contractor may be required to perform simultaneous operations at the at the Port of Rotterdam 24 hours per day, seven (7) days per week, and 365 days per year. The USG will give the Contractor as much notice of upcoming missions as possible or no less than 48 hours in advance. A planning meeting will be held prior to each mission, and technical direction will be given to establish when Contracted services are to commence. In addition, the COR will discuss specific details of each mission and operation, type of cargo, required mission dates/timelines, facility support, vessel/terminal services, security, and what CFE/MHE, materials/supplies are to be provided by the S&RTS Contractor.

CFE/MHE positioning, and set-up will take place prior to operational start time. For the purpose of this contract working hours/shifts are broken down for the Port of Rotterdam as follows: (subject to change)

Published regular or normal working day shall consist of eight (8) hours from 06:00 A.M. to 14:00 PM, from 14:00 P.M. to 22:00 A.M., from 22:00 A.M. to 06:00 A.M. and the regular or normal working week shall consist of forty (40) hours made up of five (5) regular or normal working days from Monday to Friday additionally eight (8) hours on Saturday until end of first shift:

Equipment positioning and set-up will take place prior to operational start time. For the purpose of this contract working hours/shifts are broken down for the port as follows:

Monday thru Saturday, Day Shift/1st Shift		06:00 – 14:00
	2nd Shift	14:00 – 22:00
	3rd Shift	22:00 – 06:00
Sunday & Holidays,	1st Shift	06:00 – 12:00
	2nd Shift	12:00 – 18:00
	3rd Shift	18:00 – 24:00

4th Shift Only applicable on Sundays & Holidays 24:00 – 06:00

6.5.1.1 **Meal Hours:** Meal hours (subject to Labor Agreement) shall be for the 1st Shift Monday thru Saturday from 09:45 - 10:15 and on Sundays/Holidays 08:45 – 09:15. 2nd Shift Monday thru Saturday from 18:15 – 18:45 and on Sundays/Holidays 14:15 – 14:45. 3rd Shift Monday thru Saturday from 02:30 – 03:00 and on Sundays/Holidays 20:45 – 21:15. 4th Shift Sundays/Holidays 02:45 – 03:15 or as otherwise provided in the local agreement.

6.5.2 **USG Operational Hours (subject to change).** The Contractor shall at the desecration of the USG extend/change operational hours for normal 1st shift hours will be from 0600hrs to 1400hrs, 2nd shift hours will be from 1400hrs to 2200hrs and 3rd shift will be from 2200hrs to 0600hrs.

6.5.3 **Shift Change**. The Contractor is responsible for ensuring all personnel (including subcontractors) are adequately rested to protect their safety and health and ensure the safe, efficient, and orderly movement of cargo. Fresh labor, having at least eight hours of rest, shall be provided at the beginning of each shift. The Contractor shall monitor workforce fatigue, recognizing the increased risk of accidents and injuries associated with fatigue. The COR/OO/USO may require the Contractor to replace workers exhibiting poor judgment, decreased alertness, or fatigue.

6.5.4 **Information.** The USG will furnish Managerial Information as follows:

- Advance information and documentation as it become available concerning cargo released for shipment to/from the terminal.
- Inbound ships due with retrograde cargo, berthing, and dates to be worked.
- Inbound cargo on/from other conveyances truck Manifests, bills of lading, or other documents needed for invoicing payments.
- A listing of cargo to be loaded on each ship and the pre-stow plan(s) for vessel loading, and/or discharge plan(s) and staging plan(s) for discharge operations.
- Disposition and marking instructions for retrograde cargo and the arrangement of inland transportation.
- Specifications for the processing of Military vehicles.
- Cargo Status Reports, to include:
- Aged Cargo Reports
- Weekly Open Transfer Reports, if deemed mission-relevant by the COR.
- Daily On-Hand Reports - Import/Export, if deemed mission-relevant by the COR.

6.5.4.1 **USG Forms.** Blank USG forms required for operations as described within the Technical Exhibits.

6.5.5 **Port Facility Support**

6.5.6 **Open Storage and Staging Lots/Yards.** Designated staging areas must accommodate all USG cargo transiting the port. These areas, used for receiving cargo from/to trucks, rail, and vessels, as well as for call forwarding, helicopter landing zones, and assembly areas, must be available for the duration of each military operation. Located within the port footprint, these areas must accommodate the simultaneous reception and disposition of all cargo throughout the operation, as agreed upon by the Contractor and COR. Staging requirements may be adjusted as cargo is received or dispositioned. Compensation will be at the usage rates in Schedule 6 of the SOR.

6.5.6.1 **Staging Area Size.** The Contractor shall provide a secure, contiguous staging area for government cargo upon COR/OO request. The COR/OO will determine the total staging space required based on anticipated cargo and mission needs, reserving the right to order any amount deemed necessary (generally between 10,000 and 130,000 square meters). The Contractor must be able to secure up to 130,000 square meters for USG use, with the ability to procure more space as needed. Compensation will be in accordance with Schedule 6 of the SOR.

6.5.6.2 **Staging Area Setup.** The Contractor shall set up staging lots/yards per the COR-provided staging diagram, including cones, signage, perimeter security, shelters, office containers, latrines, and refuse collection points. Compensation for setup is included in the rates set forth in Schedule 6 of the SOR.

6.5.6.3 **Staging/Storage Charges.** DoW may be exempt from staging/storage charges depending on the applicable Status of Forces Agreement or international agreement. In such cases, the Contractor shall not bill the government for these charges. Otherwise, compensation for cargo staging area is at the rate established in Schedule 6 of the SOR. Cargo transiting the port under this S&RTS contract is considered staged, not stored.

6.5.6.4 **Staging Sterility.** Staging areas, as defined in this document, are sterile. Sterility standards are determined by US Army Customs Agency – Europe and validated by a Customs and Border Clearance Agent (CBCA). Areas not meeting these requirements will not be considered or accepted for use. The COR/OO may approve the use of non-sterile areas. Compensation shall be the same as set forth in Schedule 6 of the SOR.

6.5.6.5 **Staging Yard Cleanliness.** The Contractor is responsible for providing the USG with a clean staging yard and for cleaning the yard upon completion of operations. This service is inclusive of the staging yard rate in Schedule 6 of the SOR.

6.5.7 **Portable/Temporary Office Space.** Upon COR request, the Contractor shall provide temporary office space (minimum 320 sq ft/29.72 sq m) within the operational area (staging or pier side) for government personnel use. Each office shall be equipped with furniture (two tables, four chairs, one trash receptacle), climate control (heat/AC), sufficient electrical outlets and lighting to accommodate four workers, a lockable door (keys provided to COR for distribution), and be properly electrically grounded. Daily cleaning service shall be provided. Offices must be accessible 24/7 during operations. The office space shall be self-contained or have an external power source (generator or hard-wired). Compensation (at the rate in Schedule 6 of the SOR) shall include electrical hookup, transportation, placement, setup, and removal.

6.5.7.1 **Internet Connectivity.** Office space shall have unrestricted internet access (minimum 200mbps download speed) using only USG-approved internet equipment (router/modem). Internet connectivity is required unless otherwise noted by the COR and is included in the office container rate in Schedule 6 of the SOR.

6.5.8 **Portable Latrines and Hand Washing Station.** The Contractor shall provide portable latrines (port-o-lets or containerized) within the operational area during each mission. Latrines shall be water-flush or chemical type, stocked with toilet paper, soap, and paper towels. Handwashing stations shall be equipped with potable water, soap, and paper towels. The Contractor shall provide daily cleaning and resupply services. The number and location of latrines will be determined during planning meetings. The Contractor shall provide portable latrines and hand washing stations in 2 to 1 ratio (2) latrines to (1) one handwashing station billed as a LOT. The number and location of each LOT will be determined in the planning meeting. Compensation per LOT (at the rate in Schedule 6 of the SOR) includes setup, daily cleaning services, and removal. The Contractor may also provide self-contained sanitary units based on the availability and will bill at the same rate per toilet/ sink combination as for Portable latrines.

6.5.9 **Trash Disposal Service.** Upon COR request, the Contractor shall provide refuse/recycling containers (minimum 8.5 cubic meter capacity), including emptying service. The number and location of refuse containers will be determined during operational planning meetings. Compensation (at the rate in Schedule 6 of the SOR) includes setup, emptying, and removal.

6.5.10 **Labels.** The contractor shall provide all appropriate labels, placards and waterproof envelopes for documents for rail cars as required by the Gefahrengut-Verordnung-Eisenbahn (GGVE) of the Deutsche Bahn AG. The contractor shall be compensated in the SOR.

6.5.11 **Lumber & Supplies.** The contractor shall provide lumber in quantities and sizes as ordered by the COR. Lumber will comply with the specifications as ordered, i.e., softwood, quality class 2/3, cutting class, A/B, insect and bark free, etc. Wood packing material must be in compliance with United States Department of Agriculture (USDA), APHIS Import Regulation (ISPM-15). Compensation for Lumber. The contractor shall be reimbursed OOP expense cost only for lumber received after verification and approval of the contractor provided delivery documents by the COR.

6.5.11.1 The contractor shall furnish, as requested by the COR, oxygen, acetylene, and re- cooper materials for which Government shall compensate the contractor as an OOP expense as materials are expended. The contractor shall ensure that equipment and materials meet all applicable U.S. and Host Nation safety and regulatory standards for cargo operations. Any additional materials require COR approval.

6.5.11.2 The contractor shall turn in and store any unused materials provided by the Government, to the Government, upon completion of work.

6.5.12 **Rinsing Services.** When ordered by the COR, the Contractor shall provide or arrange for final rinsing services of export cargo destined for Continental United States (CONUS) locations, or for import cargo that arrived to the SPOD not meeting cleanliness standards for onward movement. The Contractor shall provide a sterile staging area meeting the standards specified by the USG representative (Agriculture Inspector) and located adjacent to vessel birthing as possible. The rinsing will be performed in this sterile area and shall include the rinsing of the land transportation equipment used for the transportation of the equipment to be exported. Compensation shall be Contractor man-hour and equipment rates per Schedule 2 & 4 established in the SOR.

6.5.12.1 The Contractor shall ensure equipment cleanliness meets the standards specified by the USG representative (Agriculture Inspector) present at the rinsing location prior to moving the equipment to the sterile staging area on their terminal or port lot. Any equipment leaving the rinsing area without the approval of the USG Inspector will be returned to the rinsing area for final inspection at no additional cost to the USG. Rinsing and inspecting of export equipment will only be conducted during daylight hours. The Contractor shall not off-load non-rinsed and non-inspected equipment on their terminal or port lot for later rinsing and inspection, unless specifically authorized by the COR. Failure to gain USG approval will be at the Contractor's own expense. Compensation shall be Contractor man-hour and equipment rates per Schedule 2 & 4 established in the SOR.

6.5.13 **Warehousing & Staging.** Upon government request, the Contractor shall provide dry, refrigerated, and/or frozen warehouse space sufficient to accommodate designated USG cargo, supplies, and materials, particularly for staging pilferable or protected items. The required space and configuration will be determined by the COR/OO during the planning brief. The warehouse staging area shall be maintained free of debris (wood splinters, nails, blocking/bracing materials, etc.). Compensation will be at the rate established in Schedule 6 of the SOR.

6.5.13.1 The warehouse staging area must meet the following requirements, as applicable:

- 24/7 government access for the duration of use.
- Weatherproof and dry.
- Lockable doors large enough for vehicle/helicopter access.
- Separated and secured from commercial operations/foot traffic.
- Adequate indoor lighting throughout the work area.
- Loading docks for trucks/railcars.
- Refrigerated area for perishable items.
- Frozen/cold storage space.

6.5.13.2 The Contractor shall prepare and make available the warehouse space at its own expense, perform warehousing staging operations without damaging government cargo/equipment, and sort, stack, relocate, segregate, and store cargo by commodity IAW special handling instructions and COR directions.

6.5.14 **Mobile Light Tower.** Upon COR request, the Contractor shall provide mobile light sets (minimum 1,000 watts per set, with multi-directional headlamps) in quantities specified by the COR. Placement shall ensure uninterrupted illumination throughout the operational area. The Contractor shall provide routine maintenance and refueling, promptly replacing any non-operational units. Light sets shall always be operational between dusk and dawn, or as otherwise directed by the COR. Compensation (at the rates in Schedule 4 of the SOR) includes transfer, setup, maintenance, and removal.

6.5.15 **Intra Port Transfer of Cargo.** The Contractor may be requested to perform transfer operations of cargo from one place of rest to another place of rest within the operational port area. Compensation is included in the commodity rates according to Schedule 1F of the SOR for the designated port.

6.5.16 **Supplies.** Upon COR request, the Contractor shall furnish materials and supplies (e.g., twist ties, tie-down straps, dunnage, POL, maintenance supplies) as needed for cargo operations (reception through disposition) and other terminal services. Securing materials will be purchased by the Contractor on behalf of the government and reimbursed OOP. Dunnage and lashing materials shall be of suitable grade and quality, acceptable to the COR, and provided in the specified quantities, sizes, and dimensions, delivered shipside or as otherwise directed by the COR. Unused government-provided materials will be retained by the Contractor for future government use, stored securely and dryly, inventoried monthly (or as requested by the COR), and returned to the government upon contract completion.

6.5.16.1 **Tarpaulins.** Upon COR request, the Contractor shall provide serviceable, water-resistant tarpaulins of varying sizes to cover government cargo in open staging. Compensation for Contractor-provided tarpaulins will be reimbursed OOP.

6.5.17 **Securing Material.** The USG will provide lumber, dunnage, nails, and lashing material in ready-to-use condition for cargo securing, if available. The Contractor shall provide any additional materials required. Additional costs associated with ISPM 15 (heat treatment) wood requirements will be reimbursed OOP.

6.5.17.1 **Storing Materials.** The Contractor is responsible for sorting, stacking, and storing government-provided dunnage, lumber, and lashing materials within the port area. A report of government-furnished securing material used shall be provided to the COR after each operation. Compensation for material storage and reporting is included in the applicable commodity rates.

6.5.18 **Government-Furnished Materials.** The government may provide materials and equipment to support mission requirements. The Contractor is responsible for the proper handling, storage, accounting, and return of any unused government-furnished materials and equipment. "Government-furnished materials and equipment" includes items purchased directly by the government or purchased by the Contractor on behalf of the government with valid receipts and pre-approved OOP expenses.

6.6 **Additional Contractor Duties.**

6.6.1 **Contractor Transportation.** The Contractor is responsible for providing administrative vehicles (e.g., ATVs, vans, buses, pickups) for transporting their personnel within/between the port and work sites. The Contractor is also responsible for moving their equipment to/from designated work sites at their own expense.

6.6.2 **CLH Yard Operations.** The Contractor is responsible for managing CLH yard operations, including the call forward of commercial trucks for inbound and outbound shipments. The government will provide a daily appointment list and estimated summary of inbound/outbound trucks by location at the daily operations meeting. This list is subject to change, and the Contractor must remain flexible. All truck services are included in the commodity rates in Schedules 1B3 and 1B4 of the SOR.

6.6.3 **Truck Loading Location.** The truck loading/unloading location may change due to expediency, operational necessity, or space constraints. The government will communicate the intended location at the daily operations meeting.

6.6.4 **Direct Vessel-to-Truck/Rail Transfer.** If cargo is directed to move directly from vessel to truck/rail due to deadlines or time constraints, compensation will only be made for vessel discharge under Schedule 1A2 of the SOR.

6.6.5 **Carpentry Services.** The Contractor shall provide personnel with carpentry expertise to fabricate and install blocking, bracing, and other cargo securement apparatus as directed by the COR. Compensation will be at the man-hour rates in Schedule 2 of the SOR.

6.6.6 **Temporary Shelters.** Upon COR request, the Contractor shall provide serviceable, climate-controlled temporary shelters to protect USG personnel from inclement weather. Shelters shall be accessible 24/7 during operations, unless otherwise stated. Specific shelter size and details will be agreed upon by the COR and Contractor prior to ordering. Compensation will be at the rate established in Schedule 6 of the SOR..

6.7 **Additional Port Requirements.**

6.7.1 **Rail Operation.** The Contractor shall inspect railcars for acceptance or "bad order" the railcar prior to rail load operation. When not accepted, the Contractor must report those railcars to the COR and/or to the rail Cargo Distribution Section (CDS). Loading railcars not inspected for usability shall be at the Contractor's expense to discharge cargo for reload. The Contractor shall prep railcars for loading (e.g., set chain, raise 5th wheels, raise and position corner pockets within the railcar to accept containers, and ensure locking pins or hooks are operational, etc.) and shall remove debris from railcars, following unloading operations. Debris may include but not limited to lumber, nails, fasteners, and paper. Furthermore, the Contractor shall also secure lashing chains. All rail services are inclusive of Commodity rates as established in Schedules 1B1 and 1B2 of the SOR.

6.7.1.1 During daily operations meeting when labor order is placed, the Contractor along with the COR will determine the completion time for rail load, lash, and inspection in order to meet port clearance requirements. The Contractor shall ensure all cargo items are ready to pass inspection prior to inspector's arrival, to include proper chain tension, loose items removed or secured, closed/secured, skirts secured.

6.7.1.1.2 The Contractor shall dray containers from the vessel and/or various staging areas to the railhead, and load onto railcars IAW the load plan. Only mobile cranes or top pick loading equipment, approved by the COR, shall be used for lifting/loading heavy lift, equipment. Lashing and securing of containers and other equipment on rail cars shall be performed to IAW ARTRANS TEA MI 19 Tie-down Handbook for Rail Movements and IAW DoW to the standards and satisfaction of railroad inspectors. Spanner plates (when used) will be secured between railcars, and debris policed within the rail yard upon completion of rail operations.

6.8 **Truck Operation.** The Contractor is responsible for managing yard operations to include the call forward of commercial trucks for both inbound and outbound. The USG will provide at the daily operations meeting an appointment list and summary of trucks expected inbound and outbound by location. This list is only an estimate and is subject to change. The COR will notify Contractor upon receiving information on changes. All truck services are inclusive of Commodity rates as established in Schedules 1B3 and 1B4 of the SOR.

6.8.1 The Contractor shall move containers and vehicles from the vessel and/or various staging areas to a designated area for loading onto commercial trucks. The location of truck loading may change from time to time due to expediency, operational necessity, or space.

6.8.1.1 Due to deadlines and time constraints, cargo may also be directed to move from the vessel to truck conveyances direct, in which case Commodity payments will be made for both vessel discharge/load and truck load/discharge operations.

6.8.1.2 The location of truck loading can change due to expediency, operational necessity, or space. The USG will provide at the daily operations meeting the intent for unload location.

6.8.1.3 The Contractor shall unload and load conveyance IAW local EU governing authority.

6.8.1.4 Prior to any movement of assets, the Contractor shall certify to the COR, all CFE/3PL meets minimum safety and serviceable standards listed but not limited to the following:

- Semi-tractors or trailers will have no obvious leaks (oil or air), proper functioning brakes, steering, operational truck and trailer lighting.
- Tractor/trailers must be in suitable size and configuration for the cargo load.
- Trailers decks shall not have loose, or missing panels or be unserviceable as determined by the COR or USG personnel.
- Trailers (flatbed and lowboy shall be configured to meet the weight class of the cargo for which they are used (i.e., duel or triple axels, tonnage capacity and width, attached ramps or detachable goosenecks)
- All tires (including mandatory spares) shall pass wear and tear inspections, (i.e., no tears, separated treads, holes, sidewall blisters, bald or bald spots).

6.8.1.5 The Contractor shall ensure their or 3PL drivers/operators are not tired, ill or under influence of any controlled substance or alcohol. The contractor shall ensure all driver/operators shall carry valid driver license and work permits for category of vehicle that will be driving or operating.

6.8.1.6 The Contractor shall provide, backup driver/operators, vehicle repairs, recovery and/or replacement, as well as casualty evacuation along any roadway routes during all movement hours. The Contractor shall arrange for proper MHE needed to load or discharge cargo as needed in route and at final inland destinations.

6.8.1.7 The Contractor will obtain port removal/entry permits and necessary for customs clearance for all cargo. Obtain special passes/permits and road passes as required.

6.9 **Damaged, Lost or Pilfered**. The Contractor shall immediately notify the COR, as occurs or as first discovered, if any cargo is damaged, lost or pilfered while in the care, custody or possession of the Contractor. The Contractor shall submit a full written report of the facts and extent of such damages or loss to the COR within 24 hours. The Contractor shall use the Cargo Discrepancy Report (TDR Form 361) for damage estimated at $2,000 or less. The Contractor shall use the DA Form 285 for damage estimated to exceed $2,000.

6.9.1 The Contractor shall be held accountable for all costs associated with damaged cargo unless otherwise reported at time of discovery to the COR. If the USG witnesses the Contractor's employees causing damage to cargo, equipment, vessel, commercial carrier assets, etc., the Contractor's representative during the operation will be notified for action on above reporting. The Contractor is held responsible regardless of the Contractor's presence at the time the damage event occurred.

6.10 **Sensitive Cargo**. For sensitive cargo shipments, the Contractor shall review commercial drivers' paperwork for a DD Form 1907 (Signature and Tally Service). Before accepting custody, the Contractor shall immediately notify the COR so a government representative can sign the DD Form 1907. The Contractor shall ensure all openings (doors, hatches, ramps) are secured and sealed with government-provided seals.

6.11 **Hazardous Cargo.** For hazardous cargo shipments, the Contractor shall review drivers' bills of lading and other paperwork (e.g., DD Form 2890) to determine if a shipment is hazardous. If any required placards are missing, the Contractor shall apply them. The Contractor shall be able to procure all classes of HAZMAT placards for USG use and will be reimbursed OOP for these placards. Hazardous cargo transportation and handling shall be subject to 49 CFR Parts 100-185, the IMDG Code, and applicable host nation laws.

6.12 **Deliverables.**

6.12.1 All deliverables shall meet professional standards and meet the requirements set forth in contractual documentation. The Contractor shall provide all deliverables electronically in Microsoft Office (Word, Excel, PowerPoint, Project, etc.) formats pursuant to the following schedule. Each deliverable is a contractual requirement. For those that do not specify a measure or standard, the measures and standards are IAW standard commercial practices.

TABLE 2

PWS Para	Deliverable Title	Delivery Schedule
All Sections	Safety, Security & HAZMAT Compliance	Compliance with Standards IAW PWS
3.2.1	Safety Management Program/ Hazard Analysis	Due to the COR within five (5) days after contract award and updates.
3.2.2	Accident Prevention/Safe ty Program	Due to the COR within five (5) days after contract award and updates.
3.2.5	Personal Protective Equipment (PPE) Safety Hazard Analysis	Due to the COR within five (5) days after contract award and updates.
3.3	Contractor Safety Briefings	Conduct and document (by name) personnel safety briefings for all workers prior to all operations.

3.5 - 3.5.3.3	Reportable Incidents, Accidents and Damage	The Contractor shall submit initial notifications until the end of the shift, accident reports and investigations within 8hrs, 24 hrs. and 30 hrs. as applicable.
4.1.1	Port Licensing and Permits.	The Contractor or its named Subcontractor shall possess a valid and current Business License (BL) issued by the country of Germany As well as a work permit issued by the applicable Port Authorities from the Host Nation country (OCONUS) as evidence that Contractor or its named Subcontractor(s) has legal right to work in/at the country/port designated within this PWS (see geographic info section 6.1). The Contractor shall provide documentation/copies (Prime and Subcontractor(s)) to the CO for record when awarded this contract.
4.1.2	Union Agreements and Port Tariffs	Labor Rules & Agreements and Port Tariffs. The Contractor shall submit copies upon award of this contract to the USG of all current labor rules, labor agreements or Collective Labor Contract (CAL if applicable), and current year published port tariffs (English version). The Contractor shall also furnish updated information about specific changes to local work rules, labor agreements, and new port tariffs affecting USG cargo operations IAW the performance of this contract as they are available.

4.2 4.2.2 4.2.3 6.5.3	Ordering, Shift change, Canceling Services	The Contractor and COR/OO shall agree on ordering services to include daily cut-off time(s) for ordering all S&RTS services. Procedures for ordering services shall be provided within two (2) calendar days of contract award date. Unless otherwise stated elsewhere, the USG shall order services No Later Than (NLT) 1400hrs for 0800hrs start times for the next day or 1400hrs for 1800hrs start times for the same day. Example: Order services on Monday at 1400hrs for Tuesday morning 0800hrs start time, Monday start times shall be ordered on Friday. **Cancellation** of services shall include daily cut-off time(s) for canceling all S&RTS services. Procedures for canceling services shall be provided within two (2) calendar days of contract award date. Unless otherwise stated elsewhere, the USG will and the Contractor shall agree, ordered services shall be canceled NLT 1700hrs the same day as ordered for 0800hrs start time the next day, or at 0700hrs the next day for 1300hrs start time the same day. Example: Services ordered on Monday at 1400hrs for Tuesday morning 0800hrs start time, may be canceled at or before 1700hrs the same day as ordered.
4.3.1.4	Three (3) Written Estimates	The Contractor shall provide to the COR/OO three (3) written estimates for all additional services, materials, supplies, or rental equipment prior to the purchase or its rental for COR/OO approval. OOP expenses do not include expenses inherent to performing S&RTS commodity work. OOP expenses are for the purpose of purchasing as needed new supplies or non-durable goods on behalf of the USG.
4.2.4	Reconciliation and Validation	The goal of the 838th is to reconcile, complete, and process the Contractors invoice and close all TO's within 21 calendar days of the completion of each task order. The COR/OO shall determine, and the Contractor shall agree to reconcile and settle all task order(s) within a set timeline and provide an invoice to the COR for payment. The Contractors failure to reconcile TO's within the below perimeters will result, with the USG finalizing TO's based on its documented evidence of the Contractors performance, whereas the Contractor shall agree/accept the USG's "final TO" for invoicing.

4.24.5	Cargo Accountability and Documentation	Within ten (10) days after contract start date, the Contractor shall submit to the COR a sample of all documentation used for cargo accountability purposes.
4.16.2	Transition of S&RTS Contract Services	The Contractor shall within seven (7) calendar days of expiration/award of the S&RTS contract shall begin a joint inventory with the COR This joint inventory shall be completed and all issues resolved within seven (7) days of commencement unless a longer period is approved by the CO. Transfer of all property shall be completed within seven (7) days after completion of the joint inventory.
4.20	Quality Control Inspection Plan (QCIP)	The Contractor shall provide a QCIP to the CO and COR within 10 days of contract award. It will emphasize quality control over all contract requirements. The QCIP will contain a Quality Control Inspection Checklist (QCIC) which, at a minimum, will contain all elements of the PRS.
4.20.2	Quality Control Inspection Checklist (QCIC)	The Contractor shall submit the QCIC to the COR upon completion of every vessel operations mission. Compensation for services defined in this paragraph are included in all commodity rates established the SOR.
5.2.1	Emergency Response Procedures	Compliance with Standards IAW PWS Section
5.2.2	Qualified Environmental Compliance Officer (ECO) for HAZMAT handling HAZMAT	Compliance with Standards IAW PWS
5.2.5	Spill Contingency and Response Plan (SCRP).	The Contractor shall provide a written Spill Contingency and Response Plan to the COR within (5) five calendar days of contract award date and shall comply with all applicable environmental laws and regulations pertaining to marine pollutants and/or port facilities
5.8 5.10 6.11	Verification of Seal Numbers	Immediate discrepancy reporting to COR and annotated on TCMD
5.1.2 5.5 5.6.1 5.7.1	Meeting Participation	At least one representative from the Contractor at all meetings as directed by the COR/ACOR

5.7.1	Timeliness of Handling Cargo	Load/discharge within the agreed time frame to avoid charges incurred due to delays.
5.7.4	Vessel Discharge	Complete Execution of Discharge Plan with no cargo left on vessel in the agreed timeframe.
5.7.5	Vessel Load	Accurate Execution of Stow Plan within agreed upon timeframe.
5.9	Tallying & Checking	The Contractor shall provide tally and checking services for all cargo handled during cargo operations. The Contractor shall report all damages and shortages and shall provide a copy of all tally sheets/reports (signed by the checker) to the COR no later than 2 hours after the completion of each shift, unless otherwise specified. Compensation for services defined in this paragraph are included in all commodity rates established the SOR.
5.10	Frustrated Cargo	The Contractor shall notify the COR immediately on all discrepancies found with USG cargo. Examples of frustrated cargo, but not limited to (documentation, labeling discrepancies, damage, leaking POL's or hazardous substances, missing or damaged door seals, or missing placards). Frustrated cargo shall be separated from general cargo upon its discovery (reception thru disposition) and placed into a separate area within the staging yard/lot (separation shall apply for hazardous classes). Compensation for services defined in this paragraph are included in all commodity rates established the SOR.

6.13 **Minimum Productivity.** The Contractor shall provide labor, gear, and equipment to maintain minimum productivity levels set forth in the table below.

6.13.1 TABLE 3 - The table below contains:

a. Anticipated vessel types,
b. Average TEU & vehicles count
c. Available loaded deck space for FULLY LOADED vessel types
d. Total working hours (load/discharge) Timelines
e. Minimum number of pieces per hour for completing vessel discharge and
f. Minimum number of pieces per hour for completing vessel load of each vessel type.

Loading or discharge total hours may or may not be continuous. The Contractor shall be responsible for minimum productivity levels of all vessels and all combinations of cargo type and number.

****NOTE:** Table 3 does not reflect the total time a ship is in port. Other factors such as piloting and docking procedures, tides and weather, bunkering operations, receiving ship's stores, and cast-off procedures affect the total port time a vessel keeps a berth from being used for other purposes.

Reference ARTRANS TEA Pam 700-2 Logistics Handbook for Strategic Mobility Planning & 700-4 Vessel Characteristics for Ship Loading.

TABLE 3

Vessel Type & operation	**Average TEU & vehicles count**	**Available Loading Space (fully Loaded)**	**Total Vessel Operational hours for Discharge (D) Load (L) (Continuous Hrs.)**	**Minimum Discharge Pieces Per Hour**	**Minimum Loaded Pieces Per hour**
Fast Sealift Ships (FFS) (using shipboard crane & RORO)	240 TEU slots 800 LOLO	203,000 ft^2 ***131,950 ft^2***	34hrs. (D) 48 hrs. (L)	30 pieces per hour	25 pieces per hour
FSS (using port crane & RORO)	240 TEU slots 800 RORO	203,000 ft^2 ***131,950 ft^2***	28 hrs. (D) 32 hrs. (L)	36 pieces per hour	32 pieces per hour
LMSR (NON-PREPO), (RORO& LOLO)	518 TEU slots 1000 RORO	321,831 ft^2 ***209,190 ft^2***	48 hrs. (D) 63 hrs. (L)	31 pieces per hour	24 pieces per hour
RORO (car carrier)	200 TEU 600 RORO	301,783 ft^2 ***196,158 ft^2***	23 hrs. (D) 24 hrs. (L)	34 pieces per hour	32 pieces per hour
Container Ship (using port crane)	1521 TEU slots	243,360 ft^2 ***158,184 ft^2***	48 hrs. (D) 48 hrs. (L)	32 pieces per hour	32 pieces per hour

MPS/CAPE (LOLO – RORO)	562 TEU slots 400 RORO	190,738 ft^2 ***123,987 ft^2***	42 hrs. (D) 48 hrs. (L)	24 pieces per hour	20 pieces per hour

6.14 **Performance Requirement Summary**. The PRS represents the most important contract objectives that, when met, will ensure contract performance is satisfactory. Although not all PWS requirements are listed in the PRS, the Contractor is fully expected to comply with all requirements in the PWS.

6.14.1 Performance standards define required services. The USG will perform surveillance to determine if the Contractor meets or does not meet the standards of this contract. The PRS Matrix below includes performance standards that the USG will use to evaluate the Contractor's performance and will compare the Contractor's performance with Acceptable Quality Levels (AQL).

TABLE 4
See Below

Desired Outcome	*PWS SECTION*	*Performance Threshold (metric)*	*Source of Data*	*How Often Collected*	*Calculation*
SECURE OPERATIONS	2/6	NO MORE THAN ONE (1) SECURITY VIOLATION PER YEAR	INCIDENT REPORTED	EACH MISSION	# OF SECURITY INCIDENTS PER YEAR
TIMELY CYBER INCIDENT REPORTING	2	NO MORE THAN ONE (1) LATE CYBER-INCIDENT REPORT OR UNREPORTED CYBER-INCIDENT IN A 12 MONTH PERIOD	SUBMITTED (OR DISCOVERED) CYBER-INCIDENT REPORTS	AS REQUIRED	# OF REPORTS OR UNREPORTED CYBER-INCIDENTS PER YEAR
SAFE OPERATIONS	3	NO MORE THAN ONE (1) SAFETY OR REGULATORY NON-COMPLIANCE INCIDENT PER YEAR AND NO INCIDENTS THAT RESULT IN SERIOUS INJURY OR DEATH	INCIDENT REPORTED	EACH MISSION	# OF SAFETY OR REGULATORY INCIDENTS PER YEAR
TIMELY TASK ORDER RECONCILIATION AND INVOICING	4	NO MORE THAN TWO (2) INSTANCES OF LATE RECONCILED TASK ORDERS OR INVOICING PER YEAR	SUBMITTAL OF SUPPORTING RECONCILIATION DOCUMENTS AND INVOICES	EACH MISSION	# OF LATE RECONCILIATION OR INVOICE SUBMISSIONS PER YEAR
TIMELY REPORTING	4	NO MORE THAN TWO (2) LATE REPORTS PER YEAR	SUBMITTED TIME LOGS, TIMESHEETS, REPORTS	AS REQUIRED	# OF LATE OR NOT SUBMITTED REPORTS PER YEAR
TIMELY OPERATIONS (VESSEL, TRUCKS, AND RAIL)	5	OPERATIONS ARE EXECUTED ACCORDING TO START AND COMPLETION DATES/TIMES AGREED TO AT PLANNING MEETING WITH NO MORE THAN ONE (1) LATE START AND ONE (1) LATE COMPLETION PER YEAR	INCIDENT REPORTED	EACH MISSION	# OF LATE MISSION STARTS AND/OR COMPLETIONS PER YEAR
ENVIRONMENTAL SPILLS	5	NO MORE THAN ONE (1) INCIDENT RESULTING IN ENVIRONMENTAL SPILLS PER YEAR	INCIDENT REPORTED	AS REQUIRED	# OF INCIDENTS RESULTING IN ENVIRONMENTAL SPILLS PER YEAR
CARGO FREE FROM DAMAGE, LOSS, OR PILFERAGE	6	NO MORE THAN TWO (2) INSTANCES OF DAMAGED, LOST, OR PILFERAGED CARGO PER YEAR	INCIDENT REPORTED	EACH MISSION	# OF INSTANCES OF DAMAGED, LOST, OR PILFERAGED CARGO PER YEAR

APPENDIX A –
Regulations, Publications, and For
Code of Federal Regulations

Code of Federal Regulations, 29 CFR, Labor, Part 1917, Marine Terminals
Code of Federal Regulations, 29 CFR, Labor, Part 1918, Safety and Health Regulation for Longshoring
Code of Federal Regulations, 40 CFR, Protection of Environment
Code of Federal Regulations, 46 CFR, Shipping, Part 146
Code of Federal Regulations, 49 CFR, Transportation, Parts 100-185
Federal Acquisition Regulation (FAR), Volume I, Parts 1 to 51
Federal Acquisition Regulation (FAR), Volume II, Parts 52, 53, & Index
Defense Federal Acquisition Regulation Supplement (DFARS)
Army Federal Acquisition Regulation Supplement (AFARS)

Department of Defense Directives

DoD 2000.12, DOD Antiterrorism (AT) Program
DoD 2000.16, DOD Antiterrorism (AT) Standards
DoD Manual (DODM) 4140.01 Vol 1, DoD Supply Chain Material Management Procedures: Operational Requirements
DODM 4140.01-M-1, Compliance for Defense Packaging: Phytosanitary Requirements for Wood Packaging Material (WPM)
DODM 4140-65, Issue, Use, and Disposal of Wood Packaging Material (WPM)
DODM 4145.26-M, DOD Contractor's Safety Requirements for Ammunition and Explosives
DODM 4160.21-M, Defense Material Disposition Manual
DTR 4500.9-R, "Defense Transportation Regulation"
Part II – Cargo Movement
Part III – Mobility
Part V – DoD Customs & Border Clearance Policies & Procedures
Part VI – Management & Control of Intermodal Containers & Systems 463L Pallets
DoD Directive (DODD) 4500.09E, Transportation and Traffic Management
DoD Instruction (DODI) 4500.57, Transportation and Traffic Management
DODI 5100.76, Safeguarding Conventional Arms, Ammunitions and Explosives (AA+E)
DODM 5100.76-M, Physical Security of Sensitive Conventional Arms, Ammunition and Explosives
DODM 5200.1, Vol 1-3, DoD Information Security Program: Overview, Classification, and Declassification
DODI 5200.2, DoD Personnel Security Program
DOD 5200.08-R, DoD Physical Security Program
DoD 5205.02-M, (DOD Operations Security (OPSEC) Program Manual
DODM 5220.22-M, Vol 2 (National Industrial Security Program: Industrial Security Procedures for USG Activities)
DODI 6050.05, DoD Hazard Communications (HAZCOM) Program
DODM 6050.5-M, Hazardous Materials Information System.
DODI 6055.04, DoD Traffic Safety Program
DODI 6055.09- STD Ammunition and Explosives Safety Standards
DODI 6055.9E, STD Explosives Safety Management and DOD Explosives Safety Board
USTCINST 10-14, United States Transportation Command (USTRANSCOM) Lessons Learned Program (TC-LLP) and After-Action Reporting (TC-AAR) System, *provided upon request*
USTCINST 63-2, United States Transportation Command (USTRANSCOM) Acquisition Program, *provided upon request*
USTCINST 63-4, Continuation of Essential United States Transportation Command (USTRANSCOM) Contractor Services during Crisis Situations, *provided upon request*
USTCINST 63-5, Contracting Officer's Representative Program, *provided upon request*

Armed Services Regulations

Army Regulation (AR) 5-20, Competitive Sourcing Program
AR 25-2, Army Cybersecurity formerly known as Information Assurance
AR 56-4, Distribution of Materiel and Distribution Platform Management
AR 190-5, Motor Vehicle Traffic Supervision
AR 190-11, Physical Security of Arms, Ammunition, and Explosives
AR 190-13, The Army Physical Security Program
AR 190-45, Law Enforcement Reporting
AR 190-51, Security of Unclassified Army Property (Sensitive and Non-sensitive)
AR 200-1, Environmental Protection and Enhancement
AR 340-21, The Army Privacy Program
AR 380-5, Department of the Army Information Security Program
AR 380-20, Restricted Areas
AR 380-49, Industrial Security Program
AR 380-67, Personal Security Program
AR 381-12, Threat Awareness and Reporting Program
AR 385-10, The Army Safety Program
AR 420-1, Army Facilities Management
AR 525-13, Anti-terrorism
AR 525-93, Army Deployment and Redeployment
AR 530-1, Operations Security (OPSEC)
AR 600-55, The Army Driver and Operator Standardization Program (Selection, Training, Testing, and Licensing)
AR 700-141, Hazardous Material Information Resource System
AR 750-1, Army Material Maintenance Policy
AR 735-5, Policies and Procedures for Property Accountability
DA Pamphlet (PAM) 385-10, The Army Safety Program
DA PAM 385-30, Mishap Risk Management
DA PAM 385-40, Army Accident Investigations and Reporting
DA PAM 385-64, Ammunition and Explosive Safety Standards
DA PAM 385-65, Explosive and Chemical Site Plan Development and Submission
DA PAM 700-32, Packaging of Army Material
DA PAM 710-2-1, Using Unit Supply System
DA PAM 710-7, Hazardous Material Management Program
ARTRANS Regulation (ARTRANS) 56-69, Terminal Operations
ARTRANS Regulation 190-13 (ARTRANS Physical Security Program), p*rovided upon request*
ARTRANS 350-3, Military Traffic Management Command Remedial Action Project Program
ARTRANS 380-2, ARTRANS Operations Security (OPSEC) Program, p*rovided upon request*
ARTRANS Regulation 380-5, ARTRANS Information Security Program, p*rovided upon request*
ARTRANS Regulation 530-1, ARTRANS Operations Security Program, p*rovided upon request*

Joint Publications (JP)

JP 3-11, Operations in Chemical, Biological, Radiological, and Nuclear (CBRN) Environments
JP 3-35, Deployment and Redeployment Operations
JP 4-01, Joint Doctrine for the Defense Transportation System
JP 4-01.2, Sealift Support to Joint Operations
JP 4-01.5, Joint Terminal Operations
JP 4-09, Distribution Operations
JP 4-10, Operational Contract Support

Army Techniques Publications (ATP)/Army Tactics, Techniques and Procedures (ATTP)

ATP 3-34.5, Environmental Considerations
ATP 3-35, Army Deployment and Redeployment
ATP 3-39.32, Physical Security
ATP 4-10, Multi-Service Tactics, Techniques, and Procedures for Operational Contract Support
ATP 4-11, Army Motor Transport Operations
ATP 4-12, Army Container Operations
ATP 4-13, Army Expeditionary Intermodal Operations
ATP 4-14, Expeditionary Railway Center Operations
ATP 4-15, Army Watercraft Operations
ATP 5-19, Risk Management
International Maritime Organization (IMO) Dangerous Goods Code (IMDGC) Regulation, current edition
International Plant Protection Convention (IPPC), Revision of ISM No. 15, International Standards of Phytosanitary Measures: Regulation of Wood Packaging Material in International Trade (2009), April 2013 Revision
NFPA 30, National Fire Protection Association - Flammable and Combustible Liquids Code.
N IST Special Publication 800-61, Computer Security Incident Handling Guide (current version)
USDA Protocol for Military Clearance
FC 55-50, Fast Sealift Ship User's Manual.
MIL-HDBK-138B, Container Inspection
MIL-STD-129R, Military Marking for Shipment and Storage
MIL-STD 209K, Interface Standard for Lifting and Tiedown Provisions
MIL-STD 1320D, Department of Defense Standard Practice: For Designing Unit Loads, Truckloads, Railcar Loads, and Intermodal Loads for Ammunition and Explosives
TB-43-0142, Safety Inspection and Testing of Lifting Devices
TB 55-46-1, Standard Characteristics for Transportability of Military Vehicles and Other Outsize/Overweight Equipment
TC 4-13, Cargo Specialist's Handbook
TM 3-11.42 Installation Emergency Management
TM 38-410, Storage and Handling of Hazardous Materials
TM 55-607, Loading and Stowage of Military Ammunition and Explosives aboard Break-bulk Merchant Ships
TM 55-2200-001-12, Transportability Guidance for Application of Blocking, Bracing and Tiedown Materials for Rail Transport
TM 55-2200-002-12, Transportability Guidance: General Rules and Suggested Procedures for Loading and Security Military Cargo in Closed Railcars
TM-55-2220-058-14, Transportability Guidance Transport of Cargo on the Railcar, Flat, 140-Ton-Capacity
TM 700-143, Packaging of Hazardous Material
JOCOTAS, Department of Defense Standard Family of Tactical Shelters (Rigid/Soft/Hybrid, Update 17
USPACOMINST 0601.6, Pacific Theater Logistics In-Transit Visibility (ITV) Automated Information System (AIS), and Automatic Identification Technology (AIT) Policy
ARTRANS NBC Defense Plan
ARTRANS TEA Modal Instructions (MI) -19, Tiedown Handbook for Rail Movements
ARTRANSTEA MI -20, Tiedown Handbook for Truck Movements
ARTRANSTEA MI -21, Lifting and Tiedown Handbook for Helicopter Movements
ARTRANSTEA MI -22, Lashing Handbook for Marine Movements
ARTRANSTEA MI -22, Lifting Handbook for Marine Movements

ARTRANSTEA MI -23, Tiedown Handbook for Containerized Movements
ARTRANSTEA MI -24, Vehicle and Equipment Preparation Handbook for Fixed Wing Air Movements
ARTRANS TEA MI -5, Deployment Planning Guide
ARTRANS TEA MI -4 Vessel Characteristics for Ship loading
ARTRANS TEA MI -6, LMSR User's Manual
ARTRANS TEA MI -7, Fast Sealift Ship User's Manual Forms

Forms

DD Form 250, Material Inspection and Receiving Report
DD Form 361, Transportation Discrepancy Report
DD Form 577, Appointment/Termination Record – Authorized Signature
DD Form 626, Motor Vehicle Inspection
DD Form 1384, Transportation Control and Movement Document (TCMD)
DD Form 1387, Military Shipment Label
DD Form 1387-2, Special Handling Data
DD Form 1662, DoD Property in the Custody of Contractors
DD Form 1750, Packing List
DD Form 1907, Signature and Tally Record
DD Form 2271, Decontamination Tag
DD Form 2776, Dangerous Cargo Load List
DD Form 2781, Container Packing Certificate or Vehicle Packing Declaration
DD Form 2890, DOD Multimodal Dangerous Goods Declaration
DD Form 2977, Deliberate Risk Management Worksheet
DA Form 285, Technical Report of a U.S. Army Ground Accident (AR 385-40)
DA Form 348, Equipment Operator's Qualification Record (Except Aircraft)
DA Form 2062, Hand Receipt
DA Form 2404, Equipment Inspection and Maintenance Worksheet
DA Form 3161, Request for Issue or Turn-In
DA Form 5473, Performance Requirements Summary
DA Form 5475, COR/QAE Surveillance Schedule
DA Form 5476, Surveillance Activity Checklist
DA Form 5477, Customer Complaint Record
DA Form 5478, Decision Table
DA Form 5479-R, Contract Discrepancy Report
DA Form 5481, Tally Checklist
SD Form 288, Stevedoring Activity Log Sheet
SD Form 290, Service Authorization

Cybersecurity References

Executive Order (E.O.) 13691 of February 13, 2015, Promoting Private Sector Cybersecurity Information Sharing
NIST Special Publication 800-61 Computer Security Incident Handling Guide Revision 2 (2021)
USTRANSCOM Instruction 31-02 Security Classification Guide (2018)

APPENDIX B - Glossary of Terms

20 EXPLOSIVES CARGO PALLETIZED, UNITIZED OR SINGLE BOXES OR CRATES LO/LO – RO/RO BY PORT CRANE OR BY CFE TRUCK/TRAILER, FORKLIFT, BY RAMP

25 MILVAN-(ISO) CONTAINER PACKED W/ EXPLOSIVES

25a LO/LO - PORT CRANE (QUAR, GANTRY, PEDESTAL, CRANE) OR SHIPS CRANE

40 General Cargo or Cargo Not Otherwise Specified, includes pallets, wood or metal creates, and skids,
Non-ISO fitted containers, ISU 90/60, M7-FRS, BOH shelters, Military style (bundle, each or loaded without ISO fittings and with or without forklift pockets), tank rollers,

40a LO/LO - PORT CRANE (QUAR, GANTRY, PEDESTAL, CRANE) OR SHIPS CRANE

44 Cargo transporters (CONEX) non-explosive, loaded/empty ISO Fitted containers, - INCLUDE QUADCONS, BICONS, TRICONS, stackable tank modules, SINGLE OR LESS THAN TEU

44a LO/LO - PORT CRANE (QUAR, GANTRY, PEDESTAL, CRANE) OR SHIPS CRANE

45 CONTAINERS – MILVANS – SEAVANS - all ISO corner fitted type boxes, tanks with/without forklift pockets, all commercial style Flat-racks (bundle, each or loaded with ISO fittings or with or without forklift pockets) This excludes ISO corner fitted items less than 4' Long. All items above are either empty or loaded.

45a LO/LO - PORT CRANE (QUAR, GANTRY, PEDESTAL, CRANE) OR SHIPS CRANE

Schedule of Rates (SOR)

SCHEDULE - 1A1 LOAD VESSEL
SCHEDULE - 1A1A LASHING-TIEDOWN ONLY
SCHEDULE - 1A2 DISCHARGE VESSEL
SCHEDULE - 1A2A UNLASHING ONLY
SCHEDULE - 1B1 LOAD RAIL
SCHEDULE - 1B2 DISCHARGE RAIL
SCHEDULE - 1B3 LOAD TRUCKS
SCHEDULE - 1B4 DISCHARGE TRUCKS
SCHEDULE - 1C RECEPTION ONLY
SCHEDULE - 1D DISPOSITION ONLY
SCHEDULE - 1E STUFFING/UNSTUFFING
SCHEDULE - 1F INTRA PORT TRANSFER
SCHEDULE - 2A EXTRA LABOR
SCHEDULE - 2B OVERTIME
SCHEDULE - 2C SHIFT DIFFERENTIALS
SCHEDULE - 4 EQUIPMENT

Aged Cargo Report - Cargo data printout showing time-in-terminal of shipments on-hand.

Agents - Includes Subcontractors or other persons engaged by Contractor to perform work or service under this contract.

Astray Freight - Shipments or portions of shipments found in carriers' possession or delivered to a USG installation for which billing (waybill, freight bill, etc.) is not available.

Barge - Floating craft of full body and heavy construction, designed to carry cargo.

Best Commercial Practices. Refers to the methods, processes, procedures, systems, and/or usage commonly implemented in the business world and is the generally agreed to have produced the most satisfactory or desirable results on a consistent basis.

Block - Metal or wooden frame or shell containing one or more pulleys or sheaves, generally set side by side and turning freely on the same pin.

Blocking - Placing timbers or blocks next to the sides and ends of vehicles, heavy lifts, and other cargo to prevent horizontal movement. Blocking must be braced to be effective.

Booking - Reservation of ocean transportation space on a vessel.

Bracing - Strengthening an item by supporting it in a horizontal direction.

Break-bulk Cargo - Packaged products that can be unitized into larger parcels and assembled together, for example, on pallet boards bound by wire, straps, or gathered up in rope cargo slings or net as a means of lifting on and off a vessel.

Broken Stowage - Lost or unfilled space in a vessel's hold.

Cargo - Material moving within the Defense Transportation System (DTS).

Cargo Assembly Area – Assembly Area for nesting, hooking cargo into or on other cargo for this contract is any location within port/s.

Cargo Documentation – Act of documenting movement of Department of Defense sponsored export and import cargo through cargo assembly areas under the control of ARTRANS. Cargo documentation is required for initial cargo receipt (from vessel, truck, railcar, lighter, etc.), upon transfer of cargo from one staging area to another, and/or for cargo loaded on to a vessel, truck, railcar, lighter, etc. Cargo documentation services will be conducted utilizing the GATES OR SYSTEM OF RECORD, System automated cargo documentation system with equipment provided by the USG, as well as manual tally sheets.

Checking or Clerking - Act of counting, checking & tallying cargo against appropriate documents, and documenting the progression of cargo movement from reception to disposition.

Chock - Deck fitting through which mooring lines are passed; to block cargo in stow with dunnage.

Class – Means hazard class, an international system of hazard classification used by DoW; of the nine hazard classes; two (Classes 1 & 6) contain most ammunition and explosive items.

Classified - Official information or matter in any form or of any nature that requires protection in the interest of national security.

Classified Shipment - Official information or matter in any form, or any nature that requires protection in the interest of national security.

Common-User Ocean Terminals – A Military installation, part of a Military installation, or a commercial facility operated under a contract or arrangement of the Military Surface Deployment and Distribution Command (ARTRANS), which regularly provides for two or more shipper services terminal functions of receipt, transit storage or staging, processing, loading, and unloading of cargo ships.

Coaming - a raised border around the cockpit or hatch of a yacht or other boat to keep out water.

Compatibility Group – A designated alphabetical letter used to categorize different types of explosive substances and articles for purposes of stowage and segregation. See paragraph 2.1.2.1, IMDGC and §171.8, CFR49, *Compatibility Group Letter*; §173.52 including Table 1, CFR49.

Consignee - Person or company that merchandise, or cargo is shipped to.

Consignor - Person or company that ships merchandise or cargo to consignee.

Container – A reusable container (Empty and full) – all International Organization for Standardization (ISO) freight containers and/or USG-owned containers. This includes all 20ft/40ft container, MILVANS, BICON's, TRICON's, QUADON's, and ISO standard containers.

Container Chassis – 5th wheel type Trailer designed to carry and transport containers.

Container Handler – Forklift, Wretch, Reach Stacker, or other similar device used to handle, stack and transfer containers.

Contingency Operations - Military operations either designated by the Secretary of War as a contingency operation or becomes a contingency operation as a matter of law (Title 10, United States Code, Section 101[a] [13])

Contracting Officer (CO) - Person executing a contract on behalf of the USG, and any other Military or civilian employee properly designated as Contracting Officer. The term includes the authorized representative of Contracting Officer acting within the limits of his/her authority.

Contract Officer Representative - Contracting Officer's Representative (COR) A Contracting officer's representative is an individual designated IAW DFARS subsection 201.602-2 and authorized in writing by the contracting officer to perform specific technical or administrative functions.

Contractor Deficiency Report (CDR) – A report issued when the performance of the Contractor is unacceptable, they fail to adhere to the contract terms and conditions, or when the number of discrepancies found during contract monitoring exceeds the allowed limit. The CDR identifies cases of poor performance and requires the Contractor to propose preventive measures for future occurrences.

Contractor Furnished Equipment – Equipment provided by Contractor to conduct work.

Controlled Cargo - Items which require additional control and security as prescribed in various regulations and statutes. Controlled items include money, negotiable instruments, narcotics, registered mail, precious metal alloys, ethyl alcohol, and drug abuse items.

Convoy – Convoy refers to a group of Military vehicles, typically motor vehicles traveling together for mutual support and protection. Often, a convoy is organized and arriving at their destination in a well-ordered unit with intact command structure.

Coopering - Act of making or repairing shipping pallets, boxes, or other shipping containers and reloading with cargo.

Cross Docking - See Table 1 – Section 4.6, Cargo Handling (Service) Operations

Critical - affecting mission success or failure

Cube - Space occupied by the measurements of length multiplied by width multiplied by height.

Day – Day; defined as day, days, or calendar day; the USG operates 24hrs per day, 7 days per week and 365 calendar days per year.

Defect - an error in executing a requirement, resulting in additional effort and/or cost(s).

Delivery Receipt - Document that shows proof of the physical and legal transfer of a shipment from consignor to carrier, between carriers, and from carrier to consignee.

Demurrage - Charge made on conveyances (normally line-haul) held by or for a consignor or consignee beyond allowable free time for loading or unloading, for forwarding directions, or for any other purpose.

Detention - Defined as time lost due to work stoppage or interruption of work during commodity or ordered Extra Labor operation(s).

Detention Time - Detention time used to compensate the Contractor for work stoppage during commodity or extra labor operations. Causes include, but are not limited to, changes in vessel, truck or rail operational plan (i.e. change to staging, stow plans); breakdown of ship's gear, inclement weather, or non-arrival events). Contractor must make effort to continue working where work is available to include shifting labor.

Discharge - See Table 1 – Section 4.6, Cargo Handling (Service) Operations

Disposition - See Table 1 – Section 4.6, Cargo Handling (Service) Operations

Division – Numerical designator within Hazard Class - Division explosive coding that indicates the character and predominance of associated hazards and potential for causing personnel casualties and property damage.

Documenting - Preparing or annotating data, documenting evidence to effect receipt, disposition cargo shipments, or prove ownership of goods.

Deck load - Cargo stowed on the deck of a vessel to include the weather deck.

Direct Labor - All labor categories provided for in the man-hour rate schedule of the order.

Draft, Vessel - Depth of a vessel below the waterline, measured vertically to the lowest part of the hull, the bottom of the keel, propellers, or other reference points.

Dravage - Is the transport of cargo over a short distance, often as part of a longer overall move and is typically completed in a single work shift.

Dunnage - Cordwood, planks, or other material used solely to protect goods stowed on a vessel.

Equipment Rental - Equipment Rental (EQR) is defined as MHE provided by the stevedoring Contractor or equipment supplied (rented) through an outside vendor/s. Equipment used in/as part of extra labor work shall be inclusive of its operator, fuel, lubricants, slings, accessories, and regular maintenance. EQR also includes mobilization and demobilization costs unless otherwise indicated and approved by the USG.

Extra Labor – In terms of labor, extra labor categorized as miscellaneous work provided over normal commodity rates within the scope and intent of this contract. Extra labor used to augment commodity-based operations or extra labor hired to perform within the scope of the operations that are not covered under commodity rates.

Explosive Arc – Circular distance from an explosive item that gives an increased certainty of limiting damages should the explosive detonate.

Flat rack (Platform Container) - Container with four ISO corner fittings without waterproof sides or top. Includes platforms that have no sides or ends, and flat racks with rigid or collapsible ends.

Force Protection - Actions taken to prevent or mitigate hostile actions against personnel, resources, facilities, and critical information.

Force Protection Condition - A DOW system standardizing identification of and recommended preventive actions and responses to terrorist threats against U.S. personnel and facilities. The FPCON system is the principal means for a commander to apply an operational decision on how to protect against terrorism and facilitates coordination among DoW Components and support for antiterrorism activities.

Free time - Amount of time allowed by a carrier or terminal to load, unload, stag cargo, or provide disposition instructions, before demurrage or detention charges accrue.

Frustrated Cargo - Cargo incorrectly marked or documented; requires maintenance; is being diverted; or for some other reason requires action before it can be shipped.

General Cargo - Cargo other than household goods, hazardous materials, and vehicles.

USG Furnished Equipment - Equipment, facilities, and supplies furnished by the USG for the Contractor use during performance of this contract

Hatch - Opening in a deck, which gives access to a cargo hold.

Hatch Cover – The Cover on top of an opening in the deck of a vessel, fitted into recesses in the coming and resting on the beams.

Hazardous and/or Dangerous Material – A material that the U.S. Secretary of Transportation has determined is capable of posing an unreasonable risk to health, safety, and property when transported in commerce, and has designated as hazardous under section 5103 of Federal hazardous materials transportation law (49U.S.C. 5103). Term includes hazardous substances, hazardous wastes, marine pollutants, elevated temperature materials, materials designated as hazardous in the Hazardous Materials Table (see 49 CFR §172.101) and materials that meet defining criteria of hazard classes and divisions in part 173 of subchapter C of this chapter.

Heavy Lift Equipment - Material Handling Equipment (MHE), shore side crane, floating crane, or mobile crane capable of lifting in excess of 70 long tons (157,500 pounds).

Hold - Space below decks used for stowing cargo. More specifically, a space between the lowest deck and the bottom of the ship or tank tops.

Inclement Weather - is characterized as extremely rough, rainy, and sufficiently severe to significantly interfere with safe operations. The COR will make the determination if inclement weather conditions exist and instruct the Contractor to stop work and thereby placing the Contractor in detention

Integrated Booking System (IBS) - Provides a single, worldwide, automated booking system to support peacetime and wartime movement of unit and sustainment cargo, in an efficient and timely manner. IBS also supports ARTRANS business practices by automating the booking process between DoW shippers and ocean carriers.

Integrated Computerized Deployment System (ICODES) - A computer based automated decision support system for developing ship stow plans.

Inland Cargo Conveyance - As used herein means truck, barge, railcar or lighter, except ocean-going ships.

Intra Port Transfer - See Table 1 – Section 4.6, Cargo Handling (Service) Operations

ISO Shelter - Cargo transporter modified or converted for use as a communications shelter, tool or maintenance kit, unit support van, or mobile command post, etc. See JOCOTAS Update 17 @ ***http://nsrdec.natick.army.mil/media/print/jocotas.pdf*** for more information.

Lashing - Rope, cord, chain, or straps with hooks or the like fastening made by passing around an object or objects to prevent movement in a direction horizontal to the decks.

Lashing and Unlashing - See Table 1 – Section 4.6, Cargo Handling (Service) Operations

Lighter - Barge or flat-bottom vessel used to carry cargo from one point to another in a harbor, usually decked over, either roofed or unroofed, and usually not self-propelled.

Lightering - Act of transporting cargoes from ship to shore via a lighter vessel.

Loading - See Table 1 – Section 4.6, Cargo Handling (Service) Operations

Loading Plan - Stowage diagram of cargo in a vessel (see ICODES above).

Long Ton - Sometimes referred to as “weight ton”, “long ton”, or “LT”, means a weight of 2,240 pounds.

Longshoreman – A person employed on the wharves of a seaport, to load and unload ships. Usually applied to person employed in handling of cargo in vessels when loading or unloading ships.

Loss - Act of losing or failing to maintain possession of an item.

MAFI - Low-profile RO/RO trailer 20/40/60 feet in length with or without a probe for handling break-bulk, outsized or dead-lined cargo on and/or off a vessel.

Marking - Numbers, nomenclature, or symbols placed on items or containers for identification during handling, transport, or storage. See MIL-STD 129R and MIL-HDBK 138B.

Materiel-Handling Equipment - Mechanical devices for handling of cargo and other items with greater ease and economy, e.g., a forklift.

Measurement Ton (MTON) - A volume of 40 cubic feet, frequently abbreviated as "MTON". Calculated by multiplying the dimensions of an object, (length x width x height divided by 1728 divided by 40 equal MTON).

Metric Ton (MT) – 1,000 kilograms (2,406.8 lbs. avoirdupois)

Military Surface Deployment and Distribution Command (ARTRANS) - Single Port Manager operating agency for Military traffic, land transportation, and common user ocean terminals. Army component of United States Transportation Command (USTRANSCOM).

Minimum Time - Time is defined as the maximum amount of compensation (by the hour) during a commodity operation the Contractor will receive in addition to the commodity rates of time actually worked after all commodity work is completed for which the Contractor is required to pay their employees to comply with minimum work guarantees require for applicable Collective Bargaining Agreements (CBA).

Minor Repairs and Markings - Nailing, patching, caulking, banding, replacing, or tightening bolts, taping, re-labeling, obliterating/removing existing markings, stenciling, or otherwise marking/remarking shipping containers.

Miss-Shipment - Mis-shipped cargo is defined as the wrong cargo loaded on the correct conveyance for the correct destination.

Nested Cargo - Cargo that fits or stacks on the back of other cargo, on or in itself, conserving space, such as generator in the bed of a truck; or cargo loaded inside vehicles, such as cargo loaded by shippers. Nested cargo will usually be documented and have its own TCN label.

Net Explosive Weight (NEW) – Amount of explosive component contained in (pounds/kilograms) an ammunition or ammunition shipment unit.

Ocean Cargo Clearance Authority (OCCA) - ARTRANS clearance authority responsible for shipments moving by sea in the DTS. In OCONUS areas OCCA is designated by area and/or sponsoring Service by the theater CDR IAW theater directives in coordination with ARTRANS.

Ordering Officer (OO) – A service member or Department of War civilian, who is appointed in writing and trained by a contracting officer and authorized to execute micro-purchases in support of S&RTS and/or designated civil-military operations.

Operational Security (OPSEC) - A process of identifying critical information and subsequently analyzing friendly actions attendant to Military operations and other activities to:

a. Identify those actions observable by adversary intelligence systems.
b. Determine indicators that hostile intelligence systems might obtain for interpretation or pieced together to derive critical information in time useful to adversaries.
c. Select and execute measures that eliminate or reduce to an acceptable level vulnerability of friendly actions to adversary exploitation.

Out-of-Pocket Costs (OOP) – Expenses paid out-of-pocket by the Contractor for which the USG will reimburse the Contractor (Vendor invoice/receipts required), with prior written approval of the CO/COR.

Overage - Inventory discrepancy in which a shipment of more pieces of cargo for a shipment, are on hand than the Terminal Inventory indicates, or a shipment of more pieces of cargo are received than accounted for in the shipping papers.

Overtime - Defined as the hours worked after normal workday, regardless of shift. Example, if normal hours of operation are 0800 to 1700 hours, Monday through Friday, when operational requirements dictates that labor work past normal workday, hours worked after the workday may include overtime.

Performance Requirements Summary (PRS) - Listing of critical performance indicators, standards, and acceptable quality levels used in evaluating Contractor's performance.

Perimeter Fence - Fences for the security of unclassified, non-sensitive items that meet the requirements of USACE STD design drawing code 872–90–00 series. The minimum height will be 6 feet with or without an outrigger. Use of NATO standard design fencing is also authorized.

Perimeter Wall - Any wall over 6 feet tall which delineates a boundary and serves as a barrier to personnel and/or vehicles. These walls may be constructed of reinforced concrete, masonry, or stone.

Physical Security - Physical measures designed to safeguard personnel, property, and operations; to prevent unauthorized access to equipment, facilities, materiel, and information; and to protect against espionage, terrorism, sabotage, damage, misuse, and theft.

Pier - Wharf running at an angle with the shoreline that provides berthing spaces on both sides for ships.

Pilferable Cargo - Items vulnerable to theft because of their ready resale potential. Pilferable items include Military gear, mechanics tools, spare tires, and other equipment, etc.

Place of Rest – See final place of rest

Port Clearance – Cargo movement from an ARTRANS terminal to its final destination via commercial truck, Military line-haul conveyance, rail service, or Military convoy.

Portable Bar Code Reader (PBCR) - Portable equipment used to automatically read LOGMARS and Military Shipping labels.

Port Support Activity (PSA) - Army Commands and ,ARTRANS has designated from Area Support Installations. Will provide logistical support, driving vehicles, correcting deficiencies, towing equipment and other support activities at SPOD's and APOD's.

Pre-Lodge - Feature of the Defense Transportation System (DTS) whereby a transshipping activity is provided advance cargo documentation from within the system and carriers are required to give notification of cargo arrival for scheduling purposes.

Pre-stow or Stow plan - Completed stowage diagram (see ICODES) showing material loaded and its stowage location in each hold, between-deck compartment, or other space in a ship, including deck space. Each POD is indicated by colors or other appropriate means. Deck and between-deck cargo normally is shown in perspective, while cargo stowed in lower holds is shown in profile, except that vehicles usually are shown in perspective regardless of stowage.

Protected Cargo - Those items designated with characteristics that require identification, accountability, security, segregation, or handled in a special manner to ensure their security or integrity. Protected cargo is subdivided into controlled, pilferable and sensitive cargo.

Quality Control Inspection Plan - A formal document prepared by Contractor that contains specific performance standards, methods, and inspection frequency, assignment of responsibility, and manner of record preservation to support the Quality Control Inspection Program.

Quality Control Inspection Program - Formal internal control program prepared by Contractor to ensure consistent satisfactory performance of contract terms and conditions.

Receipt - See Table 1 – Section 4.6, Cargo Handling (Service) Operations

Release Unit of Cargo - Release cargo unit for surface shipment is usually 10,000 pounds; however, this is subject to exception based upon traffic management considerations, cargo nature and sensitivity, and shipments modes and methods.

Required Delivery Date (RDD) - Calendar date when materiel must arrive at consignee location.

Retrograde - Process for equipment and materiel movement from a forward location to a reset (replenishment, repair, or recapitalization) program; to another directed area of operations to replenish unit stocks, satisfy stock requirements; or ready for deployment somewhere else.

Secondary Load - Cargo loaded on prime mover by original shipper or terminal operator. Any weight and dimension changes are allocated to the prime mover in the shipper's documentation. Also, unit equipment, supplies, and major end items that are transported in the truck or trailer beds of the organic vehicles. See Nested Cargo above.

Segregation – Process of separating two or more substances or articles considered mutually incompatible when their packing or stowage together may result in undue hazards in case of leakage or spillage, or any other accident (IMDGC, paragraph 7.2.2.1). Whenever hazardous materials are stowed together, whether or not in a cargo transport unit, segregation of such hazardous materials from others must always be IAW the most restrictive requirements for any of the hazardous materials concerned (CFR49, §176.83(a)(5)).

Segregation (Sorting) of Cargo - Breaking out of discharge cargo and separating or assembling it into piles, bays, bins, or areas, by consignee as shown on the manifests or other documents, or for loading on transportation conveyance.

Service Codes - DTR codes indicating ocean carrier's responsibility for container movement. These codes are used in pairs to indicate carrier's responsibility at origin and destination. For example, service code ML indicates carrier is responsible for line haul transportation from origin to port of embarkation and for local drayage within the modified commercial zone of port of discharge.

- Code "K" - Ocean carrier responsibility begins or ends at the ocean carrier's terminal.
- Code "L" - Ocean carrier's responsibility begins or ends within modified commercial zone of port of embarkation (SPOE) or port of discharge (SPOD).

- Code "M" - Ocean carrier's responsibility begins or ends at an inland origin or inland destination.

Shipment Unit - One or more items assembled into one unit which becomes the basic entity for control throughout the transportation cycle as defined in the DTR.

Shipside - Area at or along the side of a ship.

Shortage - Inventory discrepancy when a shipment is not on hand, or fewer pieces of cargo for a shipment are on hand, than the terminal inventory indicates. Transportation discrepancies occur when an entire shipment of fewer pieces of a shipment are received than shown on shipping documents.

Single Shipment - A shipment under one shipping document (TCMD).

Sling - Arrangement of wire rope, chain or straps with hooks used to in lifting or hoisting cargo.

Special Handling Code - Two-digit alphanumeric code following the Water Commodity Code. This code identifies type of cargo and special handling, used to identify commodities for ocean manifesting, cost accounting, Contractor payment and special handling. The various codes are defined in the DTR, Part II, and Appendix KK.

Split Shipment - Shipment separated into two or more increments after receipt with each increment, identified and documented separately.

Staging – See Section 5.7.10, Staging.

Staging Plan - Plan showing cargo staged based on numerous factors to include staging by destination or mode of clearance, POD, HAZMAT segregation, sensitive, frustrated and other identified special cargo packages.

Stevedore - Person or company that contracts with a port, ship owner, or charterer to load and unload a vessel. In some parts of the world, it may refer to a dockworker who just works aboard ship. See "longshoreman" above for a dockworker who works shore-side or pier-side only.

Storage – When cargo is left on the port for an indefinite amount of time, with no clear plan to move it off the port. Cargo transiting the port under this S&RTS contract is considered staged, not stored. Only in the rarest of circumstances will cargo be stored on the port.

Stowage - Compact placing of cargo aboard a vessel.

Stowage Factor - Figure denoting number of cubic feet required to stow a long ton of any particular commodity.

Stripping – See Table 1 – Section 4.6, Cargo Handling (Service) Operations

Stuffing - See Table 1 – Section 4.6, Cargo Handling (service) Operations

Task Order – An issued number used to designate work request. Task order number will be generated when labor and equipment is ordered against a contract.

Terminal Inventory Discrepancy (TID) - Shipment unit (SU) the terminal has listed on the on-hand inventory and cannot physically locate and for which no lift record or other disposition is available.

Terminal Operator - ARTRANS or commercial activity responsible for terminal operations.

Time in Terminal - Time measured in days from date of cargo receipt until the date cargo is shipped, transported, or otherwise disposed of.

Timekeeping – Is defined as a required means of documenting each operation, work task provided by the Contractor on an approved format, where the Contractor and the USG will reconcile daily work productivity. Tracking the usage extra labor, detention and equipment rental.

Transportation Control and Movement Document (TCMD) - DD Form 1384, official cargo movement document prescribed by the Defense Transportation Regulation (DTR 4500.9-R). TCMDs are used for documentation, accountability and control of all cargo moving into and through terminals.

Transportation Control Number - Number used to identify and control shipment unit within the Defense Transportation System.

Transportation Discrepancy Report (TDR) – A form used to report loss and damage to material.

Twenty-foot Equivalent Unit – 20' container length ocean cargo container with ISO corner fittings.

Undocumented cargo - Any piece of equipment arriving at the terminal not listed on the final AUEL/UEL or in the data base.

Unitized Cargo - Cargo received, palletized or in a configuration comparable to a palletized load, does not require palletizing or reworking by Contractor prior to movement to the ship or loading on inland transportation, and is susceptible to machine handling in the ship.

Unstuffing - See Table 1 – Section 4.6, Cargo Handling (Service) Operations

Vehicle - A self-propelled, boosted, or towed conveyance for transporting a burden on land such as: automobiles, trailers, trucks, motorcycles, scooters, and internal-combustion engines or battery-powered equipment (this includes all documentation and certification when required).

Vessel Stowage Factor (VSF) - Amount of space available for each long ton/measurement ton of cargo a vessel can carry, exclusive of deck cargo.

Water Commodity Code - Three-digit numeric code used to identify commodities for ocean manifesting, cost accounting, Contractor payment, special handling. The codes and their noun descriptions are defined in DTR, Part II, and Appendix KK.

Weight Ton (WT) – Same as Long Ton (LT) Unit of 2,240 pounds.

APPENDIX C –

Payment, Ordering, and Invoicing Instructions

1. Payment Information

1.1 The US Government will not compensate for services unless specifically enumerated in this agreement and provided for in the Schedule of Rates (SOR) in this contract. In addition, the Government will not pay for services unless specifically ordered on a task order approved by a duly appointed Ordering Officer.

1.2 Payment will be made using the Transportation Financial Management System (TFMS) in accordance with (IAW) the Invoicing Instructions below.

2. Ordering Instructions

2.1 The SOR applicable to this contract shall be converted to a Task Ordering (TO) template for use by the Ordering Officer (OO) to issue task orders against this contract. Specific services performed under task orders issued IAW the ordering clause of this contract shall be identified by the OO on the ordering template. The OO shall develop an order estimate identifying services to be performed prior to performance start date. The OO shall validate funding is available prior to obligating the order estimate. Following validation of funds, the order estimate shall be assigned a unique task order number by sending a signed estimate order to the ARTRANS Brigade Team organizational email box at usarmy.scott.artrans.mbx.g8-brigade-team@army.mil. The OO shall provide a written, signed copy of the obligated order estimate to the contractor prior to performance. With limited exception for incidental or Out-of-Pocket (OOP) expense services (e.g. port settlement charges, some Out-of-Pocket expenses), the contractor is not authorized to begin performance of any service prior to receipt of a written, validated order estimate.

2.2 The OO may identify incidental or OOP expense services verbally when necessitated by the operation. The contractor shall confirm verbal orders in writing with the OO within 24 hours, or as soon as otherwise practicable. Individual charges against the OOP expense line item (see SOR/PWS) are not authorized for any amount exceeding $3,500 without written contracting Officer (CO) approval. The OO is not authorized to obligate the USG for any OOP expenses exceeding $3,500 in absence of this written authorization from the applicable Contracting Officer. The OO shall be responsible for receiving CO approval prior to performance of any tasks charged against the OOP line item exceeding the established threshold.

2.3 The OO shall adjust and finalize TO accounting for actual commodities, man-hours and miscellaneous approved charges after completion of the operation. The OO shall provide a Final TO template to the ARTRANS Brigade Team organizational email box at usarmy.scott.artrans.mbx.g8-brigade-team@army.mil. Once processed by G8, the OO shall provide a written copy of the final TO order to the contractor for use in invoicing. The contractor shall submit a final invoice for payment, IAW with the invoicing instructions below, following receipt of the final order.

3. Invoicing Instructions

3.1 General

All invoices shall be submitted electronically via upload to the Treasury Invoice Processing Portal (IPP). These invoices will then be routed electronically to the designated COR for review/approval within the IPP tool. Invoices approved by the COR will then be interfaced into the Transportation Financial Management System (TFMS) for entitlement processing and payment.
The Contractor shall submit one invoice per task order for payment to the COR via the Treasury Invoice Processing Portal not later than 30 calendar days following completion of the mission. Invoice documents shall be aligned with individual task orders issued for port handling services.
Invalid or unapproved invoice documents will be returned to the Contractor for corrective action within the Treasury Invoice Processing Portal. ARTRANS will not process any invoices dated earlier than the final TO from the OO.

3.2 Invoice

Each invoice shall contain the following data elements:

Header:
Contractor Name and Address *
Invoice Date and Invoice Number
Invoice Total Amount (MLSP) *
Contract Number *
TFMS PO Number * (Combination of contract number + Task Order Number)

Line-Item Detail:
Line-Item Description *
Quantity
Unit of Measure *
Unit Price *
Extended price of services performed *
TFMS PO Line Number *
TFMS PO Schedule Number *

* Note 1: Items marked with * are provided within Treasury IPP and do not require vendor input

Vessel Operations (if applicable)
Vessel Name (ocean vessel load & discharge only)

Vessel Military Voyage Document Number (VOYDOC) (load only) • Vessel Number (discharge only)

3.3.1 Invoice Substantiating Documents Each vessel operation invoice shall include the following substantiating documents.

Contractor:

- ***Out-of-Pocket (OOP) charges (as required)***. The Contractor shall attach vendor receipts supporting the actual charges paid for all miscellaneous pass thru charges.

COR:

- **ARTRANS Form 288** (or equivalent): to document commodity, manhour or miscellaneous charges. This form must be signed by the COR appointed for the contract.

- **Final Task Order**

- **COR Designation Letter**

3.1.4 Invoice Certification Process

The COR designated to support each port location shall certify all invoices for payment. The contractor shall provide invoice substantiating documentation for any OOP items, as required (vendor receipts) to the COR via Treasury IPP attachment to support the invoice certification process and for their subsequent document retention purposes. The COR will complete the invoice certification process within seven (7) business days of receipt of the invoice from the contractor. Payment shall be issued to the applicable vendor IAW prompt payment act guidelines. The prompt payment clock begins when the COR certifies a valid invoice as correct. Payments taking longer than 30 days to process after receipt by G8 of a valid invoice shall incur interest IAW the Prompt Payment Act.

3.1.5 Frequency of Invoice File Submission.

The contractor shall not submit invoices prior to receipt of the Final TO template, issued by the OO, and no later than 30 days after completion of services.

APPENDIX D –

Acronyms & Abbreviations

AGAR	U.S. Army Abbreviated Ground Accident Report
ALD	Available to Load Date
AQL	Acceptable Quality Level
AT	Antiterrorism
AUEL	Advanced Unit Equipment List
BCM	Basic Container Maintenance 042225
CAA	Competent Authority Authorization
CBA	Collective Bargaining Agreement
CBL	Commercial Bill of Lading
CDR	Contractor Deficiency Report
CDS	Cargo Distribution Section
CFR	Code of Federal Regulations
CFS	Container Freight Station
CHE	Container Handling Equipment
CLIN	Contract Line-Item Number
CLOP	Cargo Left on Pier
CO	Contracting Officer
CONUS	Continental United States
CSC	Convention for Safe Containers
DDMT	Deployment & Distribution Management Team
DDN	Defense Data Network
DFARS	DoW Supplement to the Federal Acquisition Regulation
DODAAC	Department of Defense Activity Address Code
DTS	Defense Transportation System
EA	Eighth United States Army
EAD	Earliest Arrival Date
EEFI	Essential Elements of Friendly Information
ERL	Expected Receipt Listing
EGS	Environmental Governing Standards
ETA	Estimated Time of Arrival
ETD	Estimated Time of Departure
FI	Free In
FO	Free Out
FP	Force Protection
FPCON	Force Protection Condition
GATES	Global Air Transportation Execution System
GBL	USG Bill of Lading
GFE	USG Furnished Equipment
GFI	USG Furnished Information
HDBK	Handbook
HERO	Hazards of Electromagnetic Radiation to Ordinance
HET	Heavy Equipment Transporter
IAW	In Accordance With
IBS	Integrated Booking System
IMDGC	International Maritime Dangerous Goods Code
IMO	International Maritime Organization
IPPC	International Plant Protection Convention (treaty)
ISPM	International Standard for Phytosanitary Measures
ISPS	International Ship Port Security

ISU	Internal Airlift/Helicopter Slingable Container Unit
JOCOTAS	Joint Committee on Tactical Shelters
LAD	Last Available Date
LIFO	Last In First Out
LL	Load List
LO/LO	Lift-On/Lift-Off
LOGMARS	Logistics Applications of Automated Marking and Reading Symbols
LOT	Indicating a specific quantity
LRU	Less than Release Unit
LT	Long Ton (2,240)
MHE	Material Handling Equipment
MRAP	Mine Resistant Ambush Protective
MSC	Military Sealift Command
MT	Metric Ton
MTON or **M/T**	Measurement Ton
NEW	Net Explosive Weight
NSN	National Stock Number
OCONUS	Outside Continental United States
OO	Ordering Officer
OOP	Out-of-Pocket
OPSEC	Operational Security
PFD	Personal Flotation Device
PII	Personal Identifiable Information
POC	Point of Contact
PPE	Personal Protection Equipment
PRS	Performance Requirement Summary
PSA	Port Support Activity
PSI	Physical Security Inspector
PSO	Physical Security Officer
RO/RO	Roll On/Roll Off
RT	Revenue Ton
SMO	Sealift Management Office
SPM	Single Port Manager
ST	Short Ton (2,000#)
STD	Standard
SU	Shipment Unit
TAC	Transportation Account Code
TCP	Manning Traffic Control Points
TEU	Twenty-foot Equivalent Unit
TFMS	Transportation Financial Management System
TID	Terminal Inventory Discrepancy
TMD	Terminal Management Division
TOS	Terminal Operations Section
UIC	Unit Identification Code
VGM	Verified Gross Mass
VPC	Vehicle Processing Center
VSF	Vessel Stow Factor
XL	Extra Labor

APPENDIX E -
Foreign Entity Vetting

1. **Subcontractor Suitability.** The Contractors and any Subcontractor working on/for the Prime Contractor shall submit a semi-annual report to the contracting officer for each first-tier foreign transportation service provider, operating as a separate legal entity, contracting directly with Contractor or its commonly owned legal affiliate which has employees who may have physical contact with USG shipments in the ordinary course of contract performance. First tier foreign transportation service providers within scope include, but are not limited to: cargo handling services, and trucking companies. The initial report is due 30 calendar days after contract modification and every 6 months thereafter.

1.1 The report shall include the following information:

1.1.1 Legal Company Name (in native language if known)

1.1.2 Complete Address including Country

1.1.3 Name, phone number and e-mail address of at least one point of contact at the company

1.2 The report shall include the following information if it is commercially available in the Contractor's system:

1.2.1 Any Previous or Alternate Company Names

1.2.2 Fax number

1.2.3 Website URL

1.2.4 Owner(s)/Director(s) name(s) and e-mail address(es)

1.2.5 Manager(s) name(s) and e-mail address(es)

1.3 For foreign carriers that fall within the scope of the reporting requirement, Contractor shall provide a copy of business licenses required for the Contractor to legally operate in that country.

1.4 Contractor is not required to limit reporting solely to Subcontractors used for services under the contract, but rather, may provide a complete list of Subcontractors within scope in Contractor's network. Additionally, the Contractor shall be held to a collection and reporting standard measured by customary commercial practices; the USG acknowledges that this is a cooperative effort.

1.5 The Contractor is responsible for appropriately marking sensitive information as proprietary/trade secret. The USG will handle proprietary/trade secret information within the applicable statutes, rules, and regulations regarding the handling and release of such information.

1.6 Prior to contract performance and periodically throughout performance, the contracting officer will make available to the Contractor the name of active or potential Subcontractors determined to be unsuitable. The Contractor shall not allow named entities to perform any role in performance under this contract. If the Contractor chooses to terminate the unsuitable Subcontractor, the USG will not be liable for any costs incurred by the Contractor in establishing or terminating use of the unsuitable Subcontractor. The Contractor may choose not to terminate the unsuitable Subcontractor for use on its commercial contracts.

1.7 An unsuitable determination does not preclude the Contractor from nominating an unsuitable entity for reconsideration during the contract performance period. The Contractor is encouraged to provide the contracting officer additional information that may affect the Subcontractor's suitability. Any entity listed in the USG Consolidated Screening List (http://export.gov/ecr/eg_main_023148.asp) or otherwise prohibited per FAR Subpart 25.7, Prohibited Sources, will not be reconsidered.