PERFORMANCE WORK STATEMENT
STEVEDORING AND RELATED TERMINAL SERVICES

GDYNIA, POLAND

Military Operations Terminal

598th Transportation Brigade
Sembach, Germany

as of 22 June 2026

Stevedoring & Related Terminal Services
Performance Work Statement

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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 Secretary 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 (USG) entities, as authorized, and designated multinational and interagency elements.

1.2 Scope of Service. Provide Stevedoring and Related Terminal Services (S&RTS) handling the import and export of designated USG cargo through the Port of Gdynia, Poland. The contractor shall complete all tasks as outlined in the PWS. The contractor is required to perform all requirements for this contract for which the USG will compensate the contractor at the applicable commodity rate, per the designated Schedule of Rates (SOR).

1.2.1 S&RTS services will cover the full spectrum of managing USG cargo (e.g. containers, vehicles, breakbulk) transiting through the specified port(s) in this contract. Operational tasks shall include but are not limited to stevedoring and longshoring services required to conduct and facilitate load and discharge of vessel, truck, rail, port reception and disposition, cargo management and preparation, staging, storage, onward movement, intra-port transfers, vessel preparation, documentation, tallying and checking, and storage of dunnage and tiedown materials. Military cargo may consist of vehicles, Ammunition and Explosives (A&E) in all sizes and configurations (containerized or breakbulk), non-explosive containers of all sizes, all classes of Hazardous Materials (HAZMAT) (IAW applicable regulations), and other general DoW cargo. Transportation will be facilitated via vessel, Common-User Land Transportation (CULT), and/or military convoy.

1.2.1.1 Contracted services shall include the capability to work multiple vessels and vessel decks simultaneously, at all port(s) specified in this PWS The contractor must be prepared to provide operations at each port 24 hours a day, seven (7) days per week, and 365 days per year. The contractor shall provide all Contractor Furnished Equipment (CFE), Material Handling Equipment (MHE), staging space, gear, tools, materials, supplies, supervision/management, transportation, and sufficient amounts of qualified general and skilled stevedores, longshoremen, drivers, crane operators, warehousemen, and tallymen needed to satisfy the full scope of S&RTS Services.

****NOTE:** Subsequent reference to the Contracting Officer's Representative (COR) throughout the PWS includes the Alternate COR (ACOR)

2. GENERAL SECURITY REQUIREMENTS

2.1 General security requirements of the contractor are defined within this section. Additional duties and requirements specific to the terminal(s) within the scope of this contract are further defined in Section 6.

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 and therefore are 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. The contractor shall ensure that all personnel, including employees and subcontractors, engaged in the performance of this contract, are vetted for any indications of criminal activity, terrorism, threat-related activity, or affiliations with organizations or individuals detrimental to the interests of the United States of America (USA). Contractor employees shall possess a Transportation Worker Identification Credential (TWIC) or host nation equivalent.

2.3.1.1 The contractor shall not employ any person under this contract associated to or convicted of any of these suspicions or activities (listed above) or who presents any unfavorable behaviors or is simultaneously an employee of the USG (excludes reservists or national guard service members not on orders). Employees or subcontracted employees refusing screening shall result in denial of an applicant's employment associated to this contract. If employment or continued employment of any contractor employee/subcontractor is prejudicial to or presents a conflict of interest or endangers the security of the USG, the contractor shall make the necessary change(s) to remove those employees/subcontractors from working, interacting, or engaging with USG personnel associated to managing this contract.

2.3.2 Access Restrictions – Prohibited Individuals. The Contractor is responsible for ensuring that individuals prohibited from access by port or military authorities or excluded from U.S. Government contracts (suspended or debarred), are not permitted to enter any terminal facility or access any equipment, materials, or information used to support U.S. Government operations under this contract, with the Contractor bearing responsibility for any security breaches caused by non-compliance. Information regarding exclusions can be found in the System for Award Management (SAM) at SAM.gov.

2.3.3 Derogatory Information. If the USG notifies the contractor that employment of any contractor employee is prejudicial to the interests or endangers the security of the USA, the contractor shall remove and bar that person from military operations. The contractor will notify the COR of any offenders and ensure this person is immediately escorted off the premises. This includes security deviations/incidents and credible derogatory information of contract members during the course of the contract period.

2.3.4 Operational 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 Controlled Unclassified Information (CUI). To maintain OPSEC the contractor shall:

(1) Immediately consult the contracting office's OPSEC coordinator regarding the ARTRANS Critical Information and Indicators List (CIIL) and any OPSEC questions.
(2) Protect critical information (e.g., mission details, units, cargo) from unauthorized disclosure and coordinate with the USG to minimize shared information.
(3) Report suspected/known compromises immediately to the COR and security office.
(4) Safeguard information (including CUI (formerly FOUO)) per the 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.
(5) Contact the COR/CO for clarification.

2.3.5 Threat Related Incidents. The contractor will report threat-related incidents, behavioral indicators, and other matters of Counterintelligence (CI) interest specified in AR 381-12, Section 4-6, Tables 4-1 through 4-6 to the COR, Facility Security Officer, or the nearest Military CI Office.

2.3.6 Vendor Threat Mitigation. For each first-tier foreign transportation service provider operating as a separate legal entity and contracting directly with the contractor or its commonly owned legal affiliate, and whose employees may have physical contact with USG shipments during the ordinary course of contract performance, the contractor shall submit a semi-annual report to the CO. See Appendix B for further instructions for this requirement. Compensation for services defined in this paragraph are included in the commodity rates in the SOR.

2.3.7 Vehicle Identification. The contractor shall obtain installation/port access clearance for any vehicles used in performance of this contract. Privately 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. Vehicle replacements are authorized only as substitutions to maintain the approved quantity of cleared vehicles permitted access.

2.3.8 Security Regulations. Security Regulation Guidance can be found at https://www.esd.whs.mil/dd/. Under "DoD Issuances", select "DoD Publications & Manuals".

2.4 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 the port authority where military operations are performed. The contractor's management shall ensure compliance with this requirement.

2.5 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. Contractor shall
comply with Cyber Security Requirements provided in Appendix C.

3. GENERAL SAFETY REQUIREMENTS

3.1 Compliance with Safety Regulations. The contractor shall comply with all applicable federal, state, local, host nation, and DoW safety and occupational health, regulations, and standards. Compliance shall be continuous, and the contractor shall immediately address any deficiency, citation, or adverse finding resulting from inspection or observation.
This may include, but is not limited to:

3.1.1 Occupational Safety and Health Administration (OSHA) Regulations: Specifically, the contractor shall comply with 29 CFR Part 1915 (Shipyard Employment), 29 CFR Part 1917 (Marine Terminals), 29 CFR Part 1918 (Longshoring) and 29 CFR Part 1910 (Occupational Safety and Health Standards) or any other applicable safety and health standards as determined by the jurisdictional requirements of the specific seaport operation location.

3.1.2 International Agreements (e.g. Status of Forces Agreements, Defense Cooperation Agreements) & Host Nation Laws: For operations in foreign locations, the contractor shall identify, understand, and comply with all applicable International Agreements and Host Nation (HN) laws, which may dictate additional safety requirements, training, or licensing for personnel and equipment. If there is a conflict between an International Agreement and HN law, the International Agreement shall take precedence. If needed, the contractor shall raise the issue to the CO.

3.2 Enforcement and Monitoring.

3.2.1 Contractor Safety Compliance and Oversight. The contractor shall maintain and actively enforce a comprehensive Safety and Occupational Health (SOH) Program covering all operations under this contract. The contractor shall monitor site conditions, enforce safe work practices, and ensure that all personnel, including subcontractors, meet requirements necessary to perform work safely. The contractor's enforcement responsibilities include promptly correcting unsafe acts or conditions and taking any actions necessary to maintain compliance with applicable safety, health, and environmental regulations. If the contractor's operations are creating an imminent danger to personnel, property, or mission the USG can order a safety stop. Upon such notification:

(1) The contractor shall immediately cease all affected operations.
(2) Place all equipment and personnel in a safe condition.
(3) Implement corrective actions and revised procedures.
(4) Conduct a safety briefing for affected personnel.

3.2.2 Operations shall resume only upon written clearance from the Contracting Officer's Representative (COR) or designated USG safety authority.

3.3 Safety Program.

3.3.1 Safety Program Roles and Responsibilities.

3.3.1.1 Site-Specific Safety Plan. Within five (5) calendar days of contract award, the contractor shall submit a Site-Specific Safety Plan (SSSP) to the COR for each seaport identified in the PWS. The SSSP shall serve as the contractor's internal safety governance document and shall, at a minimum, include:

(1) **Hazard identification and risk assessment procedures** that address risks unique to the contractor's work scope and operational environment.
(2) **Control measures and mitigation strategies** tailored to the identified hazards.
(3) **Applicable safety and health programs** necessary for compliance with federal, state, local, host nation, or international requirements.
(4) **Incident and mishap reporting protocols**, as outlined in sections 3 and 5 – Reporting Accidents, Injuries, and Property Damage.
(5) **Training and certification tracking** to verify personnel qualifications and maintain compliance with regulatory and contractual requirements.
(6) **Emergency response procedures** specific to the site and operational hazards.

3.3.1.1.1 The SSSP shall be kept current at all times. Revisions must be submitted to the COR within five (5) calendar days of any change in operational scope, regulatory requirements, or site conditions that could affect safety.

3.3.1.2 Site Safety and Health Officer (SSHO). When directed by the COR, the contractor shall designate a qualified Site Safety and Health Officer (SSHO) to be on-site during all periods of operation. The SSHO shall bear responsibility for all safety and health management functions, which shall constitute the SSHO's primary duty to the exclusion of any collateral assignments. The SSHO shall implement the contractor's SSSP and shall possess full authority to take immediate corrective action to ensure compliance with all applicable safety and health requirements. The assignment of supervisory personnel or other contractor staff with secondary or collateral safety duties shall not satisfy this requirement. The Contractor shall certify that the SSHO is an individual who meets all of the following requirements:

3.3.1.2.1 Professional Qualification. Demonstrates industry-recognized competency in occupational safety and health, established through education, certification, or professional standing as accepted in the country or region of performance; OR through documented knowledge, training, and experience that clearly demonstrate the ability to resolve safety and health issues in the operational environment. The SSHO must:

(1) Be capable of hazard identification with the ability to recognize both current and foreseeable hazards in the work area.
(2) Be knowledgeable in applicable safety regulations and standards, including federal, state, local, host nation, or international requirements relevant to the operation.
(3) Have full authority to act, including the ability to stop work, correct hazards, and enforce compliance immediately without prior approval.
(4) Regulatory Compliance Oversight – Ensures compliance with all applicable safety and occupational health, regulations, and contractual standards relevant to the terminal's stevedoring operations.
(5) Coordination Role – Maintains direct communication with the COR to coordinate safety actions, resolve safety issues, and ensure alignment with Government safety objectives.

3.3.1.2.2 The SSHO's authority and responsibilities shall be clearly defined in the contractor's (SSSP) and communicated to all contractor personnel before work commences.

3.4 Communications.

3.4.1 Contractor Safety Briefings. At the start of terminal operations and vessel load/discharge the contractor shall conduct safety briefings to their personnel on all recognized hazards identified by risk assessment and the SSSP. For the purposes of this contract, 'Terminal Operations' shall be defined as all cargo- and passenger-related activities required at the port to accomplish port clearance.

3.4.2 Safety Information and Hazard Communication. The contractor shall ensure that all SOH program information, including but not limited to documents, signs, tags, briefings, instructions, training, and any other safety-related communications, are conveyed to contractor employees in a language in which they are literate and capable of comprehensive understanding.

3.5 Safety Mishaps.

3.5.1 Reporting Requirements. The contractor shall notify the COR immediately upon any mishap. For purposes of this requirement, the Department of War defines a mishap as an unplanned event, or series of events, that results in:

(1) Death
(2) Injury
(3) Occupational illness
(4) Loss/Damage/Destruction to vessel, cargo, real property, or GFE

3.5.1.2 Evidence Preservation. The contractor shall preserve all physical and testimonial evidence related to a mishap until written authorization of release is issued by the COR or CO, confirming it is no longer required for investigation. Full cooperation with USG-led investigations is required.

3.5.2 Safety Mishap Investigation Reporting Timelines.

3.5.2.1 Initial Investigation Report. The contractor shall notify the COR immediately upon any mishap. An initial report shall then be provided no later than eight (8) hours after the occurrence and shall include, at a minimum:

(1) Date, time, and location of the mishap
(2) Identification of injured personnel and extent of injuries
(3) Brief description of equipment or property damage
(4) Brief description of activity being performed at the time of the mishap
(5) Immediate actions taken (e.g., emergency response initiated, work stopped, area secured)
(6) Supervisor name and contact information
(7) List of employees involved or who witnessed the mishap

3.5.2.2 Interim Mishap Report. The contractor shall provide a follow-on report to the COR. This report shall supplement the initial notification by including additional information available at that time, as applicable:

(1) Updated status of any injured personnel
(2) Photographs of damaged/affected equipment or property
(3) Copies of relevant training certificates and/or licenses for personnel involved
(4) Maintenance and inspection records for equipment involved
(5) Additional information as directed by the COR

3.5.2.3 Final Mishap Investigation Report. The contractor shall provide the COR a final mishap investigation report within 30 calendar days, not to exceed this timeframe. At a minimum, and as applicable, this report shall include:

(1) Executive summary of the mishap
(2) Chronology of events leading up to, during, and after the mishap
(3) Updated/final medical status and diagnosis of injured personnel
(4) Description and extent of equipment or property damage
(5) Photographs, diagrams, or other supporting evidence/documentation
(6) Witness and participant statements
(7) Maintenance, inspection, and/or training records relevant to the mishap
(8) Findings identifying the root cause(s) and contributing factors
(9) Corrective and preventive actions implemented to prevent recurrence

3.6 Vehicle and Port Traffic Safety.

3.6.1 The Contractor shall strictly adhere to DoD Instructions, DoDI 6055.04, DoD Motor Vehicle and Traffic Safety, particularly regarding vehicle and traffic safety on DoD installations. This instruction applies to all personnel operating government-owned or leased motor vehicles, or privately owned vehicles while performing official government duties (DoDI 6055.04 [p. 4, 1.1.a.(4)&(5)]).

3.6.2 The Contractor shall enforce the following vehicle and port traffic safety requirements.

3.6.2.1 Speed Limits:

(1) Vessel ramps and interior decks: Do not exceed 5 MPH
(2) Staging areas and port roadways: Operate at a safe speed for prevailing conditions, not to exceed the posted limit for the area.

3.6.2.2 Unattended Vehicles:

(1) Vehicles with engines running or non-functional brakes shall not be left unattended.
(2) Vehicles with inoperable air brake systems must be labeled "NO BRAKES" on all sides and chocked securely.

3.6.2.3 Ramp Operations:

(1) Only one vehicle may operate on a vessel ramp at a time.
(2) Adequate ramp safety controls shall be established to direct and manage vehicle movement.
(3) Vehicles shall not idle across watertight door thresholds.

3.7 Emergency Equipment Requirements. The contractor shall provide and maintain all emergency equipment necessary to ensure a prompt and effective response to any mishap or hazardous condition that may occur during operations. Such equipment shall be appropriate to the hazards present, readily accessible to personnel, fully functional, and positioned to allow immediate deployment. The contractor is responsible for ensuring that emergency equipment

is sufficient in type, quantity, and placement to meet applicable regulatory requirements and to protect the safety and health of all personnel engaged in terminal operations.

3.8 Safety Devices, Traffic Cones, and Other. The contractor shall provide traffic cones, caution tape, rope, or signage for the control of pedestrian or traffic routes, staging yards, and foot traffic aboard the vessel. Traffic cones shall be standard size 60-80cm, bright red or green in color, and weighted to prevent being knocked over. The contractor shall supply enough traffic cones or other safety devices to visibly designate safety routes or mark areas considered dangerous. Compensation for these items is included in all commodity rates established in the SOR.

3.9 Environmental and Hazardous Response.

3.9.1 Emergency Response Procedures. The contractor shall provide the COR/Safety Officer with a comprehensive, overarching safety and security Emergency Response Plan (ERP) within five (5) calendar days of award. This plan is the all-hazards document that clearly outlines the procedures for initial, immediate actions required during any emergency.

3.9.1.1 Immediate Response and Responsibility. In the event of any spill, leak, or other incident requiring emergency response, the contractor shall immediately implement the ERP's initial steps. The contractor shall promptly arrange for specialized outside emergency response personnel for containment and cleanup if internal resources are insufficient. The contractor shall be financially liable for the entire cleanup and property damage resulting from spills/leaks caused by contractor negligence or equipment. The contractor shall ensure all employees and subcontractors are trained on and follow these immediate safety and emergency procedures defined by the ERP and local port authority requirements.

3.9.1.2 Emergency Procedures for Explosives. As part of the ERP, the contractor shall incorporate specific procedures into emergency evacuation, firefighting, and personnel accountability in emergency response plans when explosives operations are conducted. The COR or unit safety representative will ensure contractor has information necessary to meet this requirement.

3.9.1.2.1 Contractors 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.

3.9.2 Environmental Compliance Officer. The contractor shall designate a qualified contractor employee who shall serve as the Environmental Compliance Officer (ECO) for HAZMAT 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 all commodity rates established in the SOR.

3.9.3 Leaking Cargo Shipments. For military cargo leaking POL or unknown or hazardous substances, not caused by contractor's negligence, 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 transport any cargo exhibiting leakage, spillage of POL, or any other hazardous substance. Should the contractor transport cargo that subsequently leaks, spills POL, or any hazardous substance during the course of performance under this contract, the contractor shall be solely responsible for, and bear the full cost of, all necessary cleanup and remediation activities. In instances where a leak or spill occurs that is not attributable to damage caused by the contractor, the USG will compensate the contractor for remediation efforts at the established rates detailed in Schedule 2 and Schedule 4 of the SOR, or Out-of-Pocket (OOP) expense if necessary. Compensation will be provided for labor, materials, and equipment utilized in the cleanup process. However, in the event of an accidental or deliberate discharge of HAZMAT, the contractor shall be held fully liable for all costs associated with the incident, including but not limited to remediation, fines, penalties, and damages, should the contractor fail to promptly mitigate the hazard and report the spill.

3.9.4 Port Emergency Response Officer. The contractor shall follow the directives provided by the PERO 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.

3.9.5 Spill Contingency and Response Plan (SCRP). The contractor shall provide a detailed, environment-specific Spill Contingency and Response Plan (SCRP) to the COR within five (5) calendar days of contract award. This plan shall demonstrate compliance with all applicable environmental laws and regulations pertaining to marine pollutants and port facilities, including directives from the Maritime Emergency Response Guide and the United States Coast Guard (USCG). The SCRP shall be written to detail three specific, critical components: proactive prevention, detailed response, and secondary containment. First, the plan shall describe how the contractor will proactively prevent spill incidents from occurring. Second, it must outline the specific steps for responding to and cleaning up any spill incidents that do occur. Finally, an acceptable, detailed secondary containment plan must be submitted as an integral part of the SCRP itself.

3.9.6 Hazardous Spill Supplies. The contractor shall maintain supplies for emergency response for hazardous spills on thoroughfares or roadways within the port and the contractor shall maintain supplies for routine maintenance releases. These supplies shall be available or accessible, in a quantity and size determined by the contractor, to resolve a ten (10) gallon spill or five (5) cubic feet of materials, wastes, or contaminants that may potentially affect the environment. Compensation for these supplies shall be included within commodity rates in the SOR.

3.9.6.1 Secondary Containment for HAZMAT, Wastes, and POL's. The contractor shall provide containment devices of various sizes when required for temporary and permanent storage facilities that retain POL substances, HAZMAT, and hazardous waste (i.e., new or used oils, fuels, lubricants, solvents, batteries, acids, paints, antifreeze, and/or oily rags, etc.). Compensation for these devices shall be included within commodity rates in the SOR

3.9.6.2 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 5 to 55 gallons to include mobile tanker trucks used for refueling operations. All secondary containment structures shall be free from soil and sand accumulations.

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

3.9.7 HAZMAT Certification. The contractor shall provide as part of this contract 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.

3.9.7.1 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 military vehicles, 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 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.

3.9.7.2 Hazardous Cargo. For hazardous cargo shipments, the contractor shall review driver's bills of lading and other driver's paperwork (e.g. DD Form 2890) to determine if a shipment is hazardous. The contractor shall apply additional placards if HAZMAT shipment arrives with missing placards. The transportation and handling of hazardous cargo for shipment shall be subject to 49 CFR Parts 100-185 and International Maritime Dangerous Goods Code (IMDG) (all commodities).

3.9.8 Explosives Familiarization and Training (applies only to Ports handling A&E). All contractor personnel who handle, haul, or manage explosive quantity process shall complete training as defined by the ARTRANS Brigade Explosives Safety Management Plan (ESMP).

3.9.8.1 Training Tracking and Reporting. The contractor shall maintain training status for employees and provide confirmation, with dates trained, for personnel who will be on the port and performing explosives-related tasks daily. This task is a performance measure.

4. GENERAL CONTRACT ADMINISTRATION

4.1 General contract administration is defined within this section. Additional duties and requirements specific to the particular port(s) within the scope of this contract may be further defined in Section 6.

4.1.1 Port Licensing and Permits. The contractor and its subcontractors shall possess a valid and current Business License issued by the state/country where the port(s) are located. The contractor and any subcontractors intended to work at or access the port(s) must also have a work permit issued by the applicable Port Authority as evidence the contractor and/or its subcontractor(s) have the legal authorization to work in/at the port(s). The contractor shall provide updates to the CO and COR for any previously submitted documentation collected during the tech evaluation portion of the contract acquisition.

4.1.2 Subcontractors. The contractor shall require all subcontractors and subcontracted labor to comply with the terms of this PWS. The contractor shall include a clause in each subcontract to require the subcontractor and its employees to comply with terms of this PWS applicable to services the subcontractor is providing. For instance, a subcontract for stevedoring services would require flowdown of all terms related to stevedoring, including cooperation and assistance in accident investigation.

****NOTE:** Any references to the contractor throughout the PWS shall imply it acting as the "prime" and their "employees", or "subcontracted laborers", or others acting on behalf of the prime contractor unless otherwise specified.

4.1.3 Labor Agreements and Port Tariffs. The contractor shall submit, the current labor agreement and current published port tariff that covers specified ports in this contract to the CO/COR, no later than two (2) calendar days from the contract award date. The contractor shall also furnish updated information about specific changes to union contracts, wage increases, local work rules, and labor agreements, as well as new/updated port tariffs charges/fees affecting USG cargo operations IAW the performance of this contract as they become available.

4.1.4 Contract Managers. The contractor shall designate a primary Contract Manager and at least two (2) alternate Contract Managers as key personnel who shall be responsible for ensuring satisfactory performance of all services under this contract. The contractor shall provide telephone numbers for each of the Contract Managers and their alternates where these

individuals may be contacted during and after duty hours. The Contract Managers shall have demonstrated experience in directing and managing longshoring and stevedoring operations. The Contract Managers and their alternates must be able to understand, read, write, and speak the English language and other languages understood by its laborers/workers as necessary.

4.1.4.1 Contract Manager(s) and alternates shall have full authority to act and make financial decisions on behalf and within the capability of the contractor on all matters pertaining to the performance of services under this contract.

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

4.1.4.3 The contractor shall provide the COR with at least 48 hours' written notice before removing or replacing any designated Contract Manager(s) or alternate Contract Manager(s).

4.1.5 Multiple Work Sites. During the performance period of this contract, the contractor shall have the ability to 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, and staging yards. The contractor shall have its 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.

4.2 Task Orders. All S&RTS services performed IAW this PWS will be ordered by Task Order (TO). The TO will be assigned a number by ARTRANS G8 and subsequently issued by an appointed Ordering Officer (OO) to the contractor IAW the ordering process provided in Appendix A. Any work performed prior to the TO issuance will be at the expense of the contractor. All services shall be identified by the COR and conveyed to an appointed OO.

4.2.1 The OO will develop an initial TO as soon as practicable and prior to the start date and time for each day S&RTS services are ordered. The OO will provide an initial (TO) to the contractor. The initial TO will identify all commodity, man-hour, miscellaneous materials, or associated services agreed upon between the COR and the contractor.

4.2.2 Vessel Task Orders will be separated by “upload and/or discharge” for all known vessel work, whereas all terminal work shall be ordered by the day, or by Documented Week (DocWeek). DocWeek shall be Sunday through Saturday.

4.2.3 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 productivity levels and completion timelines.

4.2.4 Ordering Updates. The contractor and COR/OO shall agree on ordering services to include daily cut-off time(s) for ordering all S&RTS services. COR, OO, and contractor will establish procedures for ordering services within the first month of contract award date.

Unless otherwise agreed upon in writing, the USG shall order services No Later Than (NLT) 1400hrs for 0800hrs start times for the next day. Example: Services shall be ordered by Monday at 1400hrs for Tuesday morning 0800hrs start time, Monday start times shall be ordered on Friday.

4.2.4.1 Verbal Requests. During any operation, the COR may identify additional labor, services, or CFE/MHE needed verbally to the contractor and will follow-up with an official written request.

4.2.5 Excusable Delays. The contractor shall be responsible for all missed deadlines unless beyond the reasonable control of the contractor and without its fault or negligence, such as acts of God, acts of public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, labor disputes, unusually severe weather, or unless otherwise excused by the CO.

4.2.6 Cancellation of Services. Cancellation of services shall include daily cut-off time(s) for canceling ordered services. COR, OO, and contractor will establish procedures for canceling services within the first month of contract award date. Unless otherwise agreed upon in writing, 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.

4.2.6.1 The COR may initiate cancellation of services through verbal notification, followed by written confirmation via email, memorandum, or other documented communication. Such communication will specify a cancellation date, on or before which ordered services and/or equipment may be cancelled by the USG without incurring any charges or liabilities. The contractor shall not be entitled to compensation for services cancelled prior to the established cut-off time.

4.2.6.2 Should contractor personnel arrive at the work site during the scheduled order time and services were cancelled due to circumstances beyond the control of the USG as verified by the COR, the contractor shall receive a minimum time guarantee for all classes of labor in accordance with local labor laws. If the contractor fails to timely notify its personnel of service cancellations, the contractor is solely responsible for compensating those personnel and shall not be entitled to reimbursement.

4.2.7 Reconciliation and Validation. After the mission the contractor will coordinate reconciliation with the COR for services rendered and both parties will concur on a final payment amount within seven (7) days of mission completion. The contractor will then submit a final invoice to the COR for payment. The process and timeline for invoice validation is outlined in Appendix A (Payment, Ordering, and Invoicing Instructions).

4.3 Out-of-Pocket (OOP) Expenses. OOP expenses involve the reimbursement of actual invoiced costs made by the contractor to a third-party vendor, supplier, subcontractor, or port tariff for additional supplies, materials, facility support services, or other services sourced on behalf of the USG and for which a rate does not exist in the SOR. The contractor will not receive reimbursement for OOP that are incurred without prior approval of the COR.

4.3.1 Vendor Invoice or Receipt. The contractor shall substantiate all OOP expenses by submitting the paid vendor invoice and itemized receipts in English to the COR during the reconciliation process. OOP expenses will be ordered and reimbursed only for mission-related services, supplies, or materials identified by the COR and ordered by written request to be added to or pre-ordered on the task ordering template.

4.3.1.1 Items purchased/rented shall be identified on the TO template (MISC. Tab) form by the OO and certified as necessary by the COR. The contractor's 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 SOR, compensation shall be at reimbursement OOP expense.

4.3.2 Three (3) Written Estimates. The contractor shall provide three (3) written estimates for all additional services, materials, supplies, or rental equipment prior to purchase or rental for COR approval when multiple vendors/sources exist. OOP expenses do not include expenses inherent to performing S&RTS commodity work. The purpose of OOP expenses is to purchase new supplies or non-durable goods, as needed and when approved, on behalf of the USG.

4.3.2.1 The contractor shall obtain written approval from COR prior to the purchase of all goods and services considered. The COR shall seek CO approval for all OOP expenses exceeding $3,500.00.

4.4 Military Support. The USG reserves the right to support or conduct military port operations and training at its discretion, either scheduled or unscheduled. When possible, the USG will provide advance notice to the contractor. During these events, the USG may utilize military or USG civilian personnel for activities supporting terminal operations. The contractor shall not receive any compensation for cargo handling conducted by the USG during these events unless specified in the labor agreement covering the port.

4.5 Commodity Rates. The contractor shall provide an all-encompassing commodity rate for each commodity listed in the SOR (e.g., commodity rates) shall include all of the below but not limited to the following: (see requirements throughout the PWS).

(1) Management, Supervision, Safety Manager, Environmental Compliance Officer, or other non-subcontracted personnel.
(2) All planning activities.
(3) Contracted Services Reporting: Administrative and contract data and requested reports for all services provided.
(4) All directly employed or subcontracted Stevedores, Longshoremen, tallymen, and warehousemen i.e., all classes of labor, foreman, supercargo, general labor, skilled labor I, II, and III, skilled drivers, crane operator, gearman, mechanics, carpenters, (not all-inclusive personnel list).
(5) All employee administrative costs for fringe benefits, guaranteed overtime, travel, or other costs
(6) CFE, MHE, and its driver/operator, gear, mechanics tools (manual and air), shop equipment, rigging, spreader bars, slings, wire rope, hooks, shackles, straps, and military style slave cables.
(7) Mobilization and demobilization of all labor, equipment, and gear.
(8) Materials and miscellaneous supplies (PPE, safety devices, safety cones, dunnage, POL, fuel, and hazardous collection and/or cleanup supplies).
(9) Lashing and unlashing for all conveyances (vessel, truck, and rail).
(10) Cargo accountability, cargo inspections, cargo and lashing inspections for vessel, and rail lashing inspections/movement.
(11) Tallying & checking services (i.e., runners, scanning, documentation, vessel foot printing, and timekeeping). Includes measuring cargo and validating cargo dimensions
(12) Cargo management (i.e., space, consolidation and stripping/loading of secondary loads, frustrated, towing, stacking, stripping, contact maintenance, safety/environmental).
(13) Cargo transfer during loading/unloading operations.
(14) Housekeeping (e.g., vessel, yards, lots, warehouse, and facilities).
(15) Staging setup and closure.
(16) Port tariff fees/charges associated with USG cargo handling.
(17) Assisting in opening/closing containers during HN inspections.
(18) Moving vehicles forward in staging yards and hand-off points as required.
(19) Recovering, storing, and inventory for any excess materials or supplies after each operation.

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

(1) Commodity 40 – Breakbulk. Non-rolling stock cargo that is not containerized. Field maintenance units M7-FRS or multiple stacked flat racks, skid mounted generators, or loaded 463l pallets, etc.
(2) Commodity 44 – Containers. Nonexplosive - less than twenty foot in length (i.e., ISUs, Bicons, Tricons, Quadcons).
(3) Commodity 45 – Containers. Nonexplosive - 20'and 40' lengths or multiple knuckled containers configured into twenty- or forty-foot units.
(4) Commodity 60, 61, and 67. Vehicles and trailers - classified by weight class.

4.5.2 Commodity Pricing. The USG shall compensate the contractor for commodities handled. The Unit of Measure (UOM) shall be each (EA) for single pieces (e.g., containers, vehicles, orphaned trailers. Commodity category, plus the labor agreement charge/fee (short-ton (tonnage) and per container fee) shall be included in each payable commodity, when applicable. Prime vehicle/trailer combinations will be considered one (1) piece. For breakbulk cargo the UOM used is "Measurement Ton (MTON)". For payment purposes, breakbulk secondary loaded, nested, or stacked on cargo beds or trailers will be considered part of prime vehicle/trailer and counted as part of the prime vehicle or trailer. Stacked/bundled flat racks shall be counted as one (1) piece.

4.5.2.1 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 CULT assets (truck/rail). The USG will not pay for cargo consolidation or any resulting double handling unless specifically requested and approved in advance by the COR. Routine cargo tallying and checking are excluded from this requirement. Any temporary stoppage of cargo flow between staging areas and transport (vessel, truck, or rail) is the contractor's responsibility and at their expense.

4.5.2.2 Each commodity is further divided by handling method (lift, roll, tow) inferring loading or discharge:

(1) Lift-On/Lift-Off (LO/LO) - Cargo lifted on/off any conveyance (vessel, truck, or railcar) by cranes of all types or rigged top/reach stacker.
(2) Roll-On/Roll-off (RO/RO) - Vehicles driven, running, or moving under their own power with trailers pulled by its prime mover. Containers, breakbulk, loaded or discharged by CFE/MHE (MAFI/bomb cart).
(3) Tow-On/Tow-Off (TO/TO) - Inoperable vehicles or orphaned trailers pulled by CFE/MHE towed on/off any conveyance or (vessel, truck, or railcar).

4.5.2.3 The contractor shall be responsible for using proper methods of draying, lifting, or towing vehicles/trailers and general cargo as stated elsewhere in this PWS, military standards per Army Regulation (AR) and Modal Instructions (MI). The USG 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 in an unintended commodity method (e.g., lifting operable vehicles in lieu 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 damage caused by its personnel for negligence due to improper handling methods.

4.5.2.4 Exceptions to Commodity Rates. The USG will make exceptions to compensating the contractor per commodity rates for cargo shipments received for which no commodity rate(s) were established. The USG will compensate the contractor to handle cargo per Extra Labor (XL) and Equipment Rental Rates (EQR) (if needed) as established in Schedule 2 and 4 of the SOR. If the COR determines it is necessary to establish additional commodity rates, the COR will advise the CO for a SOR modification for the remaining period of performance of this contract.

4.5.3 Measurement Ton Calculations. The USG will calculate MTONs using cargo dimensional data; calculate volume in inches (length x width x height) divide by 1728 (volume of 1 square foot) then divide by forty (40) cubic feet. Example: Dimensional measurements of (L) 240in (W) 96in (H) 96in divided by 1728 then divided by 40 will equal 32 MTONs.

4.5.4 The contractor shall assume all military operations will be performed during regular workday/week schedules IAW hours of operations (Section 6.4.2 below). However, the contractor shall stand ready and willing to provide and S&RTS support 24 hours per day, 7 days per week, and 365 days per year.

4.5.5 Shift Differentials. Shift differential compensation will be provided in addition to applicable commodity rates for work performed on shifts other than the first shift. Shift differential can only be used in combination with commodity rates and only workers working under commodity rates are eligible. Shift differential rates are provided in Schedule 2C of the SOR.

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 – Vessel Loading. Vessel loading encompasses all activities required to load cargo aboard a vessel, including but not limited to: vessel preparation for loading operations; cargo movement from its staging area to the vessel via driving, towing, or drayage; stowage of cargo in designated locations; securing of cargo (lashing); documentation, foot printing, tallying & checking of cargo; correction of any lashing deficiencies identified during the Chief Mate's lashing inspections; vessel housekeeping and debris removal; and reconciliation of the loading operation with the COR.

4.6.1 TABLE 1

Operation	Definition
Loading	The act of moving cargo from its staged place of rest to a conveyance (vessel, truck, or rail).
Discharge	The act of unloading cargo from a conveyance (vessel, truck, or rail) to a designated final place of rest.
Lashing and Un-lashing (only)	The act of providing only lashing or unlashing (tie-down) of cargo aboard a vessel and/or rail.
Stuffing	The act of loading/moving cargo from its place of rest in/on a Container Roll-Out Platform (CROP), shipping container, or onto flat rack(s).
Unstuffing	The act of unloading cargo from a CROP, shipping container, or flat rack(s) to its final place of rest.
Stripping	The act of discharging cargo from trailers, flatbeds, Mobile loading, and platform MAFI's to its final place of rest.
Cross-docking	The act of moving cargo directly from one conveyance to another.

4.7 Guaranteed Time and Detention Time.

4.7.1 Guaranteed Time. Guaranteed time is defined as a minimum work guarantee specific to the local labor agreement. The USG will pay guaranteed time to the contractor when commodity services are ordered, but commodity work is no longer available. Guaranteed time shall be paid in combination to the commodity work when commodity work takes less than minimum time guarantees. The contractor will be compensated by applicable Schedule 2 labor rates established in the SOR, XL for guaranteed time during the first shift and overtime for any other shift outside of the first shift. First shift hours are defined in Section 6.

4.7.1.1 The USG will only pay guaranteed time to the contractor when established minimums exist in the ports governing labor agreement. In no case will the USG pay guaranteed time when services are ordered but the contractor is unable to provide sufficient personnel to conduct the operation or when contracted labor refuses to perform the services for which ordered. If the contractor estimates work completion and orders labor unnecessarily, resulting in work finishing before the next scheduled shift, the contractor shall be liable for all guaranteed time at their own expense.

4.7.2 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. The contractor shall be compensated XL detention during the first shift and overtime for any other shifts than the first. 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.

4.7.3 Guaranteed and detention times are subject to the following:

(1) The contractor shall be solely responsible for absorbing the cost of the first fifteen (15) minutes or less of guaranteed or detention time incurred. For any period exceeding fifteen (15) minutes, the USG will compensate the contractor at the established applicable rates outlined in the SOR. This compensation will be limited to those laborers directly affected by the guaranteed or detention time, specifically including checkers and equipment operators.
(2) Payment will be calculated for each period exceeding fifteen (15) minutes, encompassing the initial fifteen-minute increment and each subsequent fifteen (15) minute increment thereafter.
(3) The USG will not provide compensation for guaranteed or detention time related to Contractor-Furnished Equipment (CFE) or MHE not available.
(4) During a commodity operation, the USG shall not pay guaranteed or detention time 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 (1) 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.

4.7.3.1 The USG will not pay the contractor for any delays caused by the contractor.

4.7.4 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. The USG will not pay the contractor for detention time, guaranteed time, overtime, or extra labor unless the contractor receives pre-approval from the COR prior to work commencement. Written approval is required, but COR may provide oral authorization during the mission and follow-up with written approval at a time when it is convenient to do so. 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.

4.7.5 During a commodity operation, the USG shall not pay guaranteed or detention time 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 (1) 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.

4.7.5.1 The USG will not pay the contractor for any delays caused by the contractor.

4.8 Extra Labor (XL). When requested by the COR, the contractor shall provide personnel and/or CFE/MHE for miscellaneous or terminal services (see **Miscellaneous Services** below) within the scope and intent of the contract. Unless services are occasioned by fault or negligence of the contractor, the contractor shall be compensated at the XL and/or EQR rates established in Schedule 2 and 4 of the SOR.

4.8.1 Detention during Extra Labor (XL). Work being performed in an XL status does not qualify for detention and the USG will not compensate the contractor for detention time that occurs during ordered XL operations.

4.8.2 Miscellaneous Services. Miscellaneous services include, but are not limited to, the following (not an all-inclusive list):

(1) Carpentry work in excess of normal lashing, blocking, and bracing
(2) Welding and burning in support of vessel or terminal services
(3) Re-handling, removing, and shifting of cargo (military or commercial) onboard the vessel
(4) Building or dismantling of sheathing and nailed floors (rail)
(5) Handling of ships' stores and materials
(6) Assistance to USG personnel for terminal services, exercise, and contingency operation
(7) Other miscellaneous vessel and terminal operations

4.8.3 Overtime. Overtime is defined as work being performed under XL or conditions of minimum guaranteed time or detention outside first shift hours. Contractor will be compensated based on overtime rates established in Schedule 2B of the SOR. Overtime rates cannot be utilized for labor working commodity operations or in combination with commodity rates.

4.9 Premium Hours. Premium hours are defined as work performed over the weekend and on legal holidays. Details for weekend parameters and legal holiday dates will be determined based on the local labor agreement covering the port. During Premium hours any shift working commodity will be paid shift differential in addition to the commodity rate. XL, overtime, and minimum guaranteed time will be compensated at overtime rates and will not be combined with commodity rates.

4.10 Start Time. The contractor shall be flexible to the USG for work start times. The USG shall discuss vessel or terminal work at each planning meeting where an established workday start time shall be established. Start times that start later than regular working hours shall include guaranteed time (if applicable).

4.11 Equipment Rental Rates (EQR). Equipment rental (rates) shall be used to compensate the contractor for use of its CFE/MHE when approved by the COR. As defined by its use elsewhere in this PWS, EQR applies to equipment owned or rented/leased and operated by the contractor and used while handling USG cargo in conjunction with ordered services not included in commodity rates. The contractor shall provide an hourly and/or daily rate for CFE/MHE in Schedule 4 of the SOR. Daily rates shall imply 24-hour period, time starting when CFE/MHE is in place and ready to be used. The rates for MHE/CFE in schedule 4 of the SOR shall be inclusive of operator and any other required gear/equipment to conduct cargo handling.

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

4.11.2 CFE/MHE 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.

4.11.3 EQR Reimbursement. The COR may approve EQR reimbursement cost of CFE/MHE used during commodity ordered services under the following conditions, but not limited to the following circumstances:

(1) Additional or double handling of cargo after cargo has been completely staged, stowed/secured, or loaded/secured and the USG requires cargo disposition to change (i.e., stow plan changes, removal and reloaded on other conveyances, etc.)
(2) Additional preparation of cargo (i.e., reducing cargo footprint) prior to onward movement during vessel or terminal commodity activity (i.e., de-nesting, unstacking cargo once onboard a vessel)
(3) Loading carrier owned ships gear (i.e., MAFI trailers) during vessel upload
(4) Unloading, moving, adjusting commercial cargo onboard the vessel

4.11.3.1 CFE/MHE used for Commodity work in conjunction with XL/EQR on the same day/time, the USG will only compensate the used CFE/MHE 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.

4.11.4 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 equipment used will be subject to written approval by the COR. Crane rental/usage rates are provided in Schedule 4 of the SOR .

4.11.5 Any EQR rented as "Daily" shall imply 24 hours of use. EQR shall be subject to the same conditions as above and paid per Schedule 4, or OOP expense if rates do not exist. All equipment used shall be subject to written approval by the COR.

4.12 Labor or CFE/MHE Shortfalls. The contractor shall notify the COR/OO immediately of any labor or CFE/MHE shortfalls that could affect USG operations and shall communicate their plan to rectify those shortfalls prior to operational start times. The contractor shall be fully responsible for providing all classes of labor, CFE/MHE, and in quantities that will fully meet all requirements stated throughout the PWS. The USG will not supplement labor or CFE/MHE shortfalls authorizing XL/EQR to the contractor. The COR will document/file a Contractor Discrepancy Report (CDR) for incidents where the contractor failed to provide or remedy those shortfalls, maintain productivities levels, or failed to meet/complete agreed to mission timelines.

4.13 Cargo & Staging Space Management. The contractor shall, as part of all commodity rates, set-up, manage, and close-out all staging lots/yards and consolidate/move cargo forward as cargo is called for loading all conveyances. The contractor shall, within 24 hours prior to every operation, submit to the COR a final staging area layout (paper or digital copy).

4.14 Contracted Services Reporting. The contractor shall provide the following information or reports or as requested by the COR. Unless otherwise stated, compensation for requirements defined in this section shall be inclusive of all commodity rates established in the SOR.

The following information or reports:

(1) Timekeeping or a daily time keeping logbook, hatch logs, time sheets, and tally sheets
(2) Daily port work accomplishment plan
(3) 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
(4) Monthly COR and contractor meetings

The contractor log/hatch logs breakout will include the description of service, total quantities of personnel by labor class, hours worked to the nearest five (5) minute interval for overtime or nearest one (1) minute for detention time after the fifteen (15) minute minimum for all significant events of the day.

4.14.1 Timekeeping. The contractor shall maintain timesheets with 100% accuracy for all contractual services furnished and verified by the COR. Timesheet shall include the following information:

(1) Date and time of operation
(2) Work was performed on daily shift or continuous shift
(3) Number of personnel (employed or subcontracted), by class/type of labor used, and hours worked
(4) Type, number, and hours CFE/MHE is/was utilized
(5) Times and reasons for any work stoppages (detention time)

4.14.2 Daily Port Work Accomplishment Plan. The contractor shall provide their daily port accomplishment plan to the COR. This report will cover the agreed upon work for the day and accomplishments to include completion times, vessel discharge/load, port reception/clearance, terminal services, and shall include by name, class of labor, and number of labor gangs, vessel(s), piers, etc., and CFE/MHE requirements, by shift or operation for the next 24 hour period. Reports shall also include "man sheets" for clerks and headers. The contractor shall provide this information at daily operations meetings.

4.14.3 Reports. The contractor shall provide to the COR written reports of contractual issues that may result in 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.

4.14.4 Monthly COR & Contractor Meetings. The contractor shall meet monthly with the COR to discuss written reports of contractual issues (actual or anticipated), invoicing, unreconciled pay, and other written reports reflecting unresolved conditions or negative occurrences identified at other monthly meetings that remain unresolved. Written meeting minutes are required for all meetings held between the USG and the contractor. These minutes will serve as the official record of any agreements or commitments made during those meetings.

4.14.5 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. The contractor shall immediately notify the COR of their inability to perform any task or function IAW this PWS. Compensation for communications will not be billed separately.

4.14.6 Sample Documentation. The contractor shall submit to the COR for approval samples of all documentation used for reporting and cargo accountability purposes within the first month of contract award.

4.14.7 Reports and Documentation (Summary)

Report Description	Frequency	When
Operational Reports	Daily	Per scheduled workday before close of business
Daily Timekeeping Sheets, Logbook	Vessel - Doc-week	Finals due at the end of each shift
Tally Sheets (manual)	All cargo movements and methods	Finals due at the end of each shift signed/dated by the checker
Daily Port Work Accomplishment Plan	Daily	Prior to daily safety briefing
Warehouse Reports	When applicable	Before close of business each day warehouse space is utilized
Cargo Accountability Documents	When applicable	NLT 24 hours after completion of shift
Quality Control Inspection Checklists (QCIC)	When applicable	Upon completion of terminal operations

4.14.8 Preparation. The contractor shall ensure all documents submitted in accordance with the PWS and requested by the COR are presented in English. The accuracy of the information contained within these documents shall be the contractor's responsibility, and subject to verification by the COR.

4.14.9 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.

4.14.10 Compensation for Reporting. Compensation for reporting requirements are included in all commodity rates established in the SOR.

4.14.11 Failure to Perform. Should the contractor fail to perform required reporting and documentation services, resulting in a financial loss to the USG, the contractor shall be responsible for all costs associated with any resulting excess handling or additional transportation expenses. The amount of such costs shall be determined by the CO.

4.15 Documentation. The contractor shall provide all documentation requested by the COR. The contractor shall ensure all manually completed documentation is legible and written in English. Documentation is defined as the process of capturing cargo data (manually or scanned). Documenting cargo status, accurate cargo details (e.g., correct dimensions, model number, seal numbers, identification of HAZMAT, linked cargo, nested cargo, secondary loads, or sensitive cargo), and correct contractor's activity pay (lift, drive, or tow) codes for USG cargo transiting the port by all modes of transportation. Cargo found without MSL's shall be reported to the COR for disposition. Compensation for services defined in this paragraph are included in all commodity rates established in the SOR.

4.15.1 Personal Data Assistant (PDA) Scanners. The contractor shall pick up and return PDA scanners and all cargo documentation to the COR or ARTRANS section designated by the COR.

4.15.2 The contractor shall document (scan and manually tally sheets) all cargo arriving or departing via vessel, truck, rail, car carrier, drive, tow, moved, shift, transfer, or by convoy. The ARTRANS documentation section will instruct checkers on PDA scanner usage and/or tally forms. The contractor shall retrieve scanners and tally sheets from the ARTRANS documentation section no earlier than one (1) hour prior to each shift or operation commencement. During each operation, the contractor will return each scanner and tally sheet(s) to the ARTRANS documentation section in four (4) hour increments where they will be issued a new PDA scanner to continue with (if needed) the mission. The contractor shall provide tallying & checking services for military convoys when requested by the COR. Compensation for services defined in this paragraph are included in all commodity rates established the SOR.

4.15.2.1 Documentation (CULT Assets). When loading CLH, the contractor shall:

1. Return original truck load tally sheet(s) to the driver for billing
2. Provide a second copy to ARTRANS Documentation element section at four (4) hour intervals
3. Retain the third copy for their records

4.16 Inventory of Government Furnished Equipment (GFE). GFE is defined as Equipment, facilities, and supplies furnished by the USG for the contractor use during performance of this contract. The contractor shall perform 100% physical inventory of all GFE purchased on behalf of the USG with the COR and new incoming contractor. The USG's Property Administrator and/or a designated Property Representative will observe the physical inventory to ensure concurrence by all parties. Upon completing the 100% inventory, the outgoing contractor shall post the transfer document as a closing adjustment to that contractor's property records. The current contractor shall maintain the basic property records reflecting authorizations, identification, and management data for all USG GFE transferred to the incoming contractor.

4.16.1 Furnished Supplies, Services, and Equipment. When requested by the COR, the contractor shall provide materials or supplies for use during terminal operations. Compensation for these supplies or materials shall be at OOP expense. Furthermore, any supplies or materials purchased on behalf of the USG shall become USG property and will be considered GFE at which time the contractor will be required to follow all GFE specific requirements as required by FAR 52.245-1, USG Property, and this PWS.

4.16.1.1 Storing Materials. When requested by the COR, the contractor shall be responsible for the sorting, stacking, and storing inside warehouses or, within the port area, the dunnage, lumber, and lashing material provided by the USG to be used by the contractor in conjunction with cargo operations. A report of USG furnished securing material shall be provided to the COR upon completion of each operation. Compensation for storage in the port area of USG furnished securing material and for the preparation of the reports of USG materials used for each operation is included in all SOR commodity rates.

4.16.2 The USG may source from the contractor, equipment, materials, or supplies in support mission readiness, whereas the contractor shall order on behalf of the USG. 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 and CO.

4.16.3 Transition of S&RTS Contract Services. The outgoing contractor and the incoming contractor shall actively participate in a joint inventory of all property with the COR. The outgoing contractor shall ensure all property is accounted for and made available for transfer. The incoming contractor shall verify the inventory and accept accountability for the property. The joint inventory shall be completed, and all discrepancies resolved, within seven (7) calendar days of the S&RTS contract performance start date unless the Contracting Officer (CO) approves an extension. The outgoing contractor shall complete the transfer of all property to the incoming contractor within seven (7) calendar days following the 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 (2) 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. The contractor's performance shall be measured against the performance objectives listed in contractor Performance Requirements Summary (PRS). The PRS provides critical performance indicators, standards, and acceptable quality levels used in evaluating contractor's performance.

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

(1) Performance Objective – A statement of the outcome or results.
(2) Performance Measures – The critical characteristics of the objective that will be monitored by the USG.
(3) 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 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.

4.19.4.1 Performance Requirement Summary.
The PRS summarizes desired outcomes and identifies the performance thresholds/metrics that will be tracked to determine whether the desired outcomes are being achieved. The PRS does not identify every contractor requirement, but only those requirements considered most important for mission accomplishment. Although not all Performance Work Statement (PWS) requirements are listed in the PRS, the contractor is fully expected to comply with all requirements in the PWS and elsewhere in the contract (e.g., contract clauses).

4.19.4.2 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).

4.19.4.3 TABLE 2

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	EACH MISSION	# OF LATE RECONCILIATION OR INVOICE SUBMISSIONS PER YEAR

			DOCUMENTS AND INVOICES		
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	5/6	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

4.19.5 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 or will be performed. The USG will randomly conduct inspections with or without notice to the contractor.

4.19.5.1 Discrepancy Reporting & Corrective Action. The COR(s) will initially communicate identified violations or discrepancies in ordered services to the contractor verbally. Following verbal notification, the CO/COR will formally request corrective action. All discrepancies will be documented on the COR's surveillance checklist, including the date and time of observation, and a request for remediation will be issued to the contractor or their authorized representative. The USG reserves the right to issue a CDR to the contractor when deemed necessary.

4.19.6 USG Direction. USG personnel, other than the CO and COR may observe the contractor's operations; however, the contractor will not take orders from anyone other than the CO or COR.

4.20 Quality Control Inspection Plan (QCIP). The QCIP is 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 contractor's Quality Control Inspection Program. The contractor shall provide a QCIP to the CO and COR within ten (10) calendar days of contract award date. 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:

(1) 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.

(2) 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.

(3) A method of identifying deficiencies in the quality of services performed before the level of performance becomes unacceptable.

(4) 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 completed QCIC to the COR upon completion of every vessel operations mission.

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 Evaluation Meetings. The contractor shall meet weekly with the COR and/or the CO during the first month of the contract. Meetings will be held as often as necessary thereafter as determined by the COR.

4.22 Contractor Performance Assessment Reporting System (CPARS). The COR will assess the contractor's performance. Assessment includes contractor's performance during a specific time period determined by the CO. 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 CPARS IAW FAR 42.15. The contractor shall be required to provide name and 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.

4.23 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.

4.24 Continued Performance During Contingencies or States of Emergency. IAW DoWI 3020.41, Operational Contract Support, paragraph 3.b, all requirements and services listed in this PWS have been identified as essential to the USG's mission and operational readiness. The contractor shall be required to perform the PWS tasks during U.S. contingencies or during a state of emergency, subject to the requirements and provisions listed below.

4.25 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 the U.S.. At the discretion of the USG, and within the scope of this contract, the contractor shall participate in any requirement relating to U.S. preparation for any of the above incidents.

4.25.1 Performance of Services. During a crisis or contingency as declared by the National Command Authority, or Overseas Combatant Commander, 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 hours a day, 7 days a week basis. A contingency operation is a military operation designated by the Secretary of War as one where U.S. Armed Forces are, or may become, involved in military actions, operations, or hostilities against an enemy or opposing military force. These operations can be triggered by a variety of situations, including natural disasters, terrorist attacks, or as directed by appropriate authority to protect national interests. They often involve wartime plans and preparations across the federal government and within military branches (Title 10, United States Code, Section 101[a] [13]).

5. GENERAL STEVEDORING AND RELATED SERVICES REQUIREMENTS

5.1 General Duties and Requirements. Defined within this section are general stevedoring and longshoring duties and requirements. Specific port or terminal(s) requirements within the scope of this contact are further defined in Section 6 – PORT - TERMINAL SPECIFIC REQUIREMENTS. Unless otherwise specified per task, all services performed for all PWS tasks in Section 5 shall be included in the applicable commodity rates established in the SOR**.**

5.1.2 Terminal Operations Planning Meeting. The contractor shall provide an on port location and attend all planning meetings held prior to each mission with USG, in which technical direction will be given to establish when the contractor's services are to commence. In addition to specific details of the mission, the COR will discuss required mission dates and mission start time(s), facility terminal services, security, cargo type and status, staging requirements for cargo, and additional supplies/materials that shall be provided by the contractor.

5.1.2.1 The contractor and the COR/OO will agree, in writing, on all mission requirements, start dates/timelines, and schedules for completion. The contractor shall be informed NLT 24 hours prior to operational start dates/times of any changes that may affect the operation and identify at that time any necessary deviations that will require mutually accepted changes, new start date/time, or other requirements.

5.1.2.2 The contractor shall maintain operational throughput capacity sufficient to accommodate cargo surges and sustain daily throughput requirements. This includes ensuring the expeditious loading and unloading of all conveyances, and the timely loading and discharge of vessels to meet required shipping deadlines and timelines as mutually agreed upon by the COR and the contractor during pre-operational meetings. Any adjustments to agreed-upon timelines shall be documented in writing and signed by both the COR and the contractor.

5.1.3 Onsite Representative. The contractor shall provide a dedicated, operationally knowledgeable representative proficient in speaking, reading, and writing the English language to serve as an onsite representative during terminal operations. The contractor shall provide an alternate representative on-site for each shift. The contractor's representative shall interface with the COR during all daily meetings and operations and have decision making authority. 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 COR and the contractor during all operations (e.g. truck, rail, stuffing, striping, and vessel operations).

5.1.4 Daily and Operational Meetings. The contractor shall provide an onsite location and participate in all meetings regarding all vessel and terminal services to include, but not limited to, standard daily operations meetings, vessel planning briefs, boarding parties, etc., as required. The contractor shall identify and resolve any cargo and documentation discrepancies with the COR during these meetings.

5.1.5 Seaport Damage. The contractor shall take all precautions to protect the port and terminal property from any damages sustained while driving/operating, towing, lifting, or draying any USG cargo in the contractor's possession or control. Any damage caused by the contractor shall be at the contractor's expense. The contractor shall report immediately to the COR, any incident resulting in injury or damage caused to any personnel or USG cargo, CULT assets, vessel, or port property by the contractor, subcontractor, or their personnel. FAR 52.237-2 applies when operating USG property. The USG will not take responsibility for any cost reimbursement for any accident, damage, or leak caused by or not immediately reported by the contractor to the COR.

5.1.6 Instructions Manuals. The contractor shall utilize and issue to their contract Managers the following published ARTRANS-Transportation Engineering Agency (TEA) MI-20, 21, and 22 Instructions manuals for technical reference and procedures to secure, lift, and lash all military cargo. Deviations from these instructions are not authorized. The COR will provide these manuals to the contractor within five (5) calendar days of contract award date. The COR will monitor usage and compliance through periodic inspection and performance measurements.

****NOTE:** Translation of these instructions will be the responsibility of the contractor and at the contractor's expense.

5.2 Driver/Operator & Vehicle Operation.

5.2.1 Drivers/Operators - USG Vehicles and Familiarization. All skilled drivers and operators furnished by the contractor to operate military vehicles in performance of this contract shall maintain valid licenses and adhere to all applicable motor vehicle laws and regulations of the U.S or the host nation, as appropriate. The contractor shall certify by name (at the contractor's expense), all contracted drivers/operators as being fully qualified to operate any of the USG's military vehicles by which they are qualified to drive IAW *Army Regulation (AR) 600-55*, The Army Driver and Operator Standardization Program (Selection, Training, Testing, and Licensing). At minimum, those drivers/operators driving military vehicles shall be familiarized in the following:

(1) Basic hand and arm signals of ground guides
(2) Emergency stopping procedures
(3) Start-up and shutdown procedures for all types of vehicles
(4) Location of controls, battery switches, and breaking
(5) Demonstration of vehicle blind spots
(6) Preventive maintenance checks and services (PMCS)

5.2.2 New Vehicle Models. At times, the USG may have field service representatives or vendor to provide "familiarization" onsite for new vehicle models or equipment. The USG will identify and provide vehicle-specific training requirements for the contractor's vehicle driver/operator pool to attend. The COR will coordinate the training events with the contractor to ensure maximum participation. The contractor's labor shall be compensated utilizing XL rates as established in Schedule 2 of the SOR. The contractor shall provide a list of all drivers/operators to the COR in attendance.

5.2.3 Vehicle Operator. Prior to operating any USG-owned military vehicle – including, but not limited to, oversized, overweight, wheeled, and tracked vehicles – all contractor personnel assigned to driving or operating duties must possess a valid driver's license issued by a state or country recognized by applicable law. No contractor personnel shall engage in the operation of military vehicles without first satisfying this requirement.

5.2.3.1 The contractor shall ensure that sufficient pools of vehicle drivers/operators are available to operate military vehicles within the confines of the port (29 CFR 1917) as required. Familiarization training on military vehicles may include, but are not limited to, all classes of trucks, Stryker vehicles, Heavy Equipment Transporters (HETS), Mine Resistant Ambush Protective (MRAP) vehicles, and armored tracked vehicles.

5.2.3.2 The contractor shall establish a remedial training program for all drivers/operators who have had driver at-fault accidents or traffic violations, misused equipment, or otherwise demonstrated a need for additional training on military vehicles or CFE/MHE. The COR or Safety Officer will identify and report to the contractor drivers/operators and the contractor shall monitor or remove those drivers/operators for further remedial training. The contractor shall direct this training towards identifying and correcting individual skills/weaknesses. The contractor shall conduct remedial training at no cost to the USG. The contractor shall report those individuals to the COR/Safety Officer as being competent and provide proof of remedial training of drivers/operators before their return to USG operations.

5.2.3.3 Operation of Contractor Furnished Equipment (CFE). The contractor shall maintain and operate all CFE/MHE used during military operations IAW applicable local port authority directives, DoW regulations, environmental standards, or maintenance manuals/pamphlets, whichever are more stringent. Damage or personnel injured due to or related to the use of non-compliant or improper CFE/MHE use will result in immediate non-use and inspection of the CFE/MHE until action is taken to repair or replace that CFE/MHE. The contractor shall replace any non-compliant CFE/MHE to minimize any delay or hindrance to military operations. Example of non-compliance is leaking POL, excessive smoking exhaust, or no breaks. The contractor shall notify the COR when the equipment is made compliant and before its use is approved to be used.

5.2.3.4 Moving Military Vehicles or CFE/MHE off site. All drivers must be properly licensed by the state or country to drive USG-owned vehicles on public roads if the contractor is required to move military vehicles or CFE/MHE outside of the port or terminal to other staging facilities which require them to drive on public roads. It's the responsibility of the contractor to ensure all drivers/operators are in compliance with state or country laws at their expense.

5.2.4 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, traffic cones, and signage. Compensation for services defined in this paragraph are included in all commodity rates established in the SOR.

5.3 Stevedoring and Related Terminal Services (Import-Export).

5.3.1 The contractor, upon notification, shall start planning commodity LO/LO, RO/RO, and TO/TO operations in advance of the USG's ability to provide complete information. All operations shall be planned and executed by stating the objectives to include timelines, information on contracted services, and operational plans for coordination and concurrence of the COR's review prior to start date/time of the actual mission or operation execution.

5.3.1.1 The contractor shall receive/ingate all USG cargo, whereas the reception of cargo at the port is defined as accepting custody and responsibility for the USG's cargo as it arrives by vessel or CULT assets. Responsibility ends when cargo is accepted/transferred to its onward conveyance and is fully dispositioned by the USG.

5.3.2 Cargo Reception and Planning the USG will:

(1) Identify specialized, unique military equipment that require special handling and coordinate for handling this equipment as required.
(2) Compare contractor furnished reports with the USG reports, identify further discrepancies, and reconcile them with the contractor.
(3) Provide Integrated Computerized Deployment System (ICODES) (USG stow-planning system) staging plans, rail loading plans, vessel pre-stow and discharge plans as specified, and final as stowed vessel plans within this contract NLT 48 hours for review with a revised copy provided NLT 24 hours prior to operation.
(4) If available, provide Personal Digital Assistant(s) (PDA) i.e., scanners, to the contractor.

5.3.3 Vessel Loading and Discharging the USG will:

(1) Provide all of the above.
(2) Provide the contractor with notice, as soon as known, of any inbound vessel to include vessel type and configuration, manifested cargo list, and stow plans (if available).
(3) Provide a discharge plan at least 48 hours prior to commencement of operations when possible, including cargo handling special instructions.
(4) Provide, when applicable, a staging plan update prior to commencement of operations.

5.3.4 Information. The USG will furnish the following information to the S&RTS contractor supervisor/manager as required:

(1) Advance information and documentation as it becomes available concerning cargo released for shipment to/from the terminal.
(2) Inbound ships due with retrograde cargo, berthing, and dates to be worked.
(3) Inbound cargo on/from other conveyances truck manifests, bills of lading, or other documents needed for invoicing payments.
(4) 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.
(5) Disposition and marking instructions for retrograde cargo and the arrangement of inland transportation.
(6) Specifications for the processing of military vehicles.
(7) Cargo status reports, to include:
    (a) Aged cargo reports – Cargo data printout showing time-in-terminal of shipments on hand.
    (b) Weekly open transfer reports, if deemed mission-relevant by the COR.
    (c) Daily on-hand reports - import/export, if deemed mission-relevant by the COR.

5.4 Cargo Inspection. Prior to handling USG cargo, the contractor shall inspect all inbound military cargo when the cargo is received (vessel, truck, rail, convoy, or other) for **pilfered**, damage, cargo cleanliness, pest infestation, leaks, documentation/labeling (missing or incomplete), container security seals missing/not matching seal numbers, placards, and other discrepancies. Reference to cargo agricultural cleaning and inspection requirements is provided in DTR Part V Chapter 505 for military cargo clearance. The contractor shall report issues immediately to the COR and ensure the discrepancy is annotated on checker sheets. The USG will hold the contractor liable for all discrepancies listed above discovered and not reported to the COR.

5.4.1 General Cargo / Vehicle Preparation (Prep). At the direction of the COR, the contractor shall prepare USG vehicles or BB cargo for onward movement for its final destination (inland/vessel) prior to its disposition. The contractor shall provide its maintenance vehicle, mechanics, drivers/operators, gearman, tallyman, and CFE/MHE needed in the preparation of USG cargo/vehicles. Preparing cargo/vehicles for onward movement shall include, but is not limited to, reducing/minimizing its configuration, loading, securing and nesting other cargo, securing/cabling all hatches, doors, gun tubes, turrets, loose equipment, tucking side mirrors, placing cardboard on windshields, airing or changing tires, and replacing shackles.

5.4.1.1 The contractor shall fuel or de-fuel vehicles/generators as needed per CFR49/IMDG regulations. The contractor shall provide chains, straps, cardboard, wire ties, or any other materials/supplies needed for prepping cargo for onward movement by all conveyances (vessel, truck, or rail). Compensation for services defined in this paragraph shall be inclusive of all loading commodity rates. The USG shall reimburse the contractor for all materials listed or needed above per OOP expense, to include cost associated to subcontracted fueling/defueling services.

5.5 Terminal Services. All longshoring/terminal services listed in this section, unless otherwise stated, shall be inclusive of all commodities per Schedules 1B1,1B2,1B3,1B4,in the SOR.

5.5.1 Common-User Land Transportation. The USG defines CULT assets as Commercial or Military Line Haul (CLH) trucks or rail service. The contractor shall ingate CULT assets upon arrival, direct CLH trucks to designated staging area(s), document railcars providing number and type of railcars. The contractor shall inform the COR or ARTRANS Documentation element of CULT arrival and await disposition instructions.

5.5.1.1 Commodity Services Loading/Discharging CULT. The contractor shall load or discharge CULT assets (i.e. CLH trucks/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 lieu of driving them). The contractor shall provide all personnel CFE/MHE (ramps, tow bars, spanner plates) as needed.

5.5.1.2 Direct Loading/Discharge of Cargo. Due to deadlines, time constraints, cargo priority, or cargo type, the contractor may be directed to load/discharge cargo from one (1) conveyance directly to another awaiting conveyance (i.e. vessel to CULT, CULT to vessel). When direct loading/discharging cargo where landing/picking cargo directly on/from CULT is made in one (1) move, the contractor is entitled to only one (1) commodity compensation. The contractor shall be entitled to additional commodity where direct loading is done in two (2) separate moves. Example: Cargo lifted from vessel and landed on CLH truck/railcar pier side or lifted from CLH/Rail pier side and landed onboard the vessel is one (1) commodity move; payment will be made for vessel load/discharge (Schedule 1A1 or 1A2 of the SOR) and lashing/unlashing only rates for rail tied down (Schedule 1A1a or 1A2a of the SOR) shall apply. Cargo directed to move from the vessel to staging area or railhead then directly loaded simultaneously during vessel commodity is considered two (2) commodity moves and commodity payments will be made for both vessel discharge/load (Schedules 1A2/1A1of the SOR) and CLH/rail load/discharge (Schedule 1B1/1B2 or 1B3/1B4 of the SOR).

5.5.2 Discharging CLH Trucks. The contractor shall receive cargo by CLH truck(s) for discharge. The contractor shall, upon receipt, validate cargo data and location, scan MSLs, manually tally and check MSL data, verifying door security seal numbers, check 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 CLH trucks to designated staging area for discharging. The contractor shall inspect and determine operational status of the vehicle/cargo, assist the CLH truck driver in un-securing the cargo, discharge the cargo by commodity method (LOLO, RORO, or TOTO), and dray the cargo to its designated final place of rest per the COR provided staging plan (Schedule 1B4 of the SOR).

5.5.3 Loading CLH Trucks. The contractor shall disposition cargo for onward movement (i.e. port clearance) for its final destination by CLH truck(s). The contractor shall provide commodity services (LOLO, TOTO, or RORO) operations. The contractor shall call forward cargo, draying cargo from its place of rest per the COR provided or approved port clearance plan. The contractor shall tally and check each piece of cargo, document, and inspect cargo documentation, reporting any discrepancies to the COR, or ARTRANS Documentation element, and load the cargo on each CLH truck in such a manner that no damage is caused by the contractor. The contractor shall ensure vehicles loaded have brakes set and secured by one (1) set of chains/straps before movement of CLH. The contractor shall assist 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 CLH to depart (Schedule 1B3 of the SOR).

5.5.3.1 Mis-shipped Cargo. Mis-shipped cargo is defined as cargo loaded on conveyance for the wrong destination. 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 when determined the contractor was at fault. This includes CULT charges as well as any charges associated with loading and discharging the cargo at both locations.

5.5.4 Military Convoys. The USG may elect to convoy vehicles and other cargo to/from the 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. Compensation for reception only and disposition only of convoys defined in this paragraph is included in the commodity rates established in Schedules 2 and 4 of the SOR. The contractor shall be compensated for loading or discharging military convoyed CULT assets when/if those commodity services are ordered. (Schedule1B3 or 1B4 of the SOR)

5.5.5 Nesting and De-Nesting Cargo. Nesting and de-nesting cargo is defined as the act of loading/discharging breakbulk cargo onto or into another piece of cargo (truck bed, container, or flatracks) for the purposes of reducing cargo configuration or vessel stow footprint (Example: placing small generators or small non- Twenty-Foot Equivalent Unit (TEU) containers into the cargo bed of a five-ton trucks or trailers). The contractor shall document, tally and check all nested or de-nested cargo on tally sheets, and all nested cargo shall be accounted for. The contractor shall ensure all nested cargo is secured by tiedown straps, chain, or other means. The USG shall reimburse the contractor for additional tie down gear or materials as needed per OOP expense reimbursement.

5.5.6 Secondary Loads. Secondary loads are defined as a vehicle, container, or breakbulk cargo loaded onto prime mover (truck bed, trailer, or chassis). The contractor shall document all secondary loads as part of the prime piece. Example(s) of secondary loads include, but limited to, construction equipment loaded onto heavy haul trailers, M1 tanks loaded onto a M1000 trailers, or field maintenance units M7-FRS or multiple stacked flat racks loaded onto a PLS vehicle/trailer. The contractor shall ensure all secondary loaded cargo is secured by tiedown straps, chain, or other means. The USG shall reimburse the contractor for additional tie down gear or materials as needed per OOP expense reimbursement. Secondary loads with a USG prime mover will be treated as a single unit for billing purposes and will be reimbursed under the applicable commodity rates for the prime piece.

5.5.6.1 In some instances where secondary loads are loaded on prime vehicle or trailers are loaded on LO/LO vessels, those secondary loads may be loaded on prime vehicle or trailers to conserve vessel space. For LO/LO load/discharge operations, secondary loaded vehicles or trailers may require the separation of the secondary loaded piece from the prime mover or trailers before lifting onto/off of the vessel and reunited on the vessel. The contractor shall not lift prime movers or trailers with secondary loads due to stress or over stressing lifting points or rigging or causing excess damage to the prime vehicle, without the strict approval of the COR or COR designated ARTRANS Marine Cargo Specialist (MCS) element. The contractor

shall be compensated at the appropriate commodity rate for each lifted piece if loads are separated under the hook.

5.5.6.2 The contractor shall provide XL and CFE/MHE to load/unload and secure secondary loads when requested by the COR. Compensation for loading or unloading secondary loads shall be at applicable XL/EQR rates. (Schedules 2 and 4 of the SOR)

5.5.6.3 The contractor shall ensure tally and checkers scan, manually check, and confirm all MSL data on nested or secondary loads. During commodity operations, nested or secondary loads will be treated as part of the primary or "Parent" vehicle/trailer (examples: ISU 90/60, M7-FRS, BOH shelters, military style flatracks bundled/stacked, loaded containers without ISO fittings) loaded onto the PLS HET would be treated as one (1) piece of cargo as there maybe multiple MSL to check and tally. The contractor shall ensure all pieces are accounted for.

5.5.7 Transfer of Cargo. When requested by the COR, the contractor shall perform intraport transfers of cargo from a designated final place of rest to another designated place of rest within the operational port area of each port listed in this contract. Compensation is provided in Schedule 2 and 4 of the SOR. The USG will not pay transfer fees on cargo being moved during loading/unloading commodity operations.

5.6 Vessel Operations. All stevedoring services for vessel operations listed in this section, unless otherwise stated, shall be inclusive of commodities (Schedules 1A1, 1A2, 1A1a and 1A2a).

5.6.1 Vessel Operations - Vessel Meetings. The USG will hold a vessel planning brief (usually a minimum of one (1) calendar day prior to vessel arrival) and may have additional information prior to the start date/time of each vessel operation (load/discharge). The COR will confirm with the contractor in writing, a Memorandum of Agreement (MOA) to a mutually agreed upon timeframe documenting dates, start time, completion timelines, and productivity for the safe and efficient time schedule for completing each vessel within or before vessel berthing departure schedules. The USG will hold the contractor liable for vessel cost incurred for vessel delays caused due to contractor negligence not meeting vessel completion time schedules.

5.6.1.1 The COR will brief contractor with current known vessel information i.e., vessel berthing schedule, pier, as-stowed plans, vessel pre-stow planning, staging plans, cargo list, Concept of Operations (CONOP), and advise the contractor on stowed cargo priority that will be loaded/discharged during vessel operation. The contractor shall review those plans and, together with the 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). Completion timeframes will be determined based on known factors such as the above as well as cargo volume, stow factors, Required Delivery Date (RDD), number of PODs, destination cargo mix, distance to staging, and vessel type being worked.

5.6.1.2 The contractor shall be responsible for providing all personnel/CFE/MHE needed to

provide S&RTS simultaneously in all areas of the port/terminal, vessel, multiple vessel decks, staging areas, traffic routes, tally and checking, and supervision/management.

5.6.2 Vessel Preparation (Prep) (Loading or Discharge) Operations. The contractor shall be responsible for all opening and closing vessel services for all vessel types. Except when performed by the vessel crew, the contractor shall furnish general labor, skilled labor, and certified crane operators to execute vessel opening and closing services not otherwise within the scope of duties performed by the vessel crew. At minimum these services shall include, but not limited to, the removal or replacement of tarpaulins, battens, hatch covers, temporary covers, twin decks, pontoons, and beams with respect to all decks and deep tanks during both "loading and discharge operations". The contractor shall assist vessel crews with gangways and safety netting if needed. Compensation for services defined in this paragraph are included in the commodity rates per Schedules 1A1 and 1A2 of the SOR. In cases where gangways are not available on the vessel and port provided for access to board the vessel, the contractor shall be compensated for securing and erecting those gangways utilizing the XL rates per Schedule 2 of the SOR.

5.6.2.1 During vessel LO/LO operations, the vessel type, conditions, space, and stow plans may inhibit the contractor from moving hatch covers, tween decks, or pontoons to efficiently load/discharge the vessel, thereby causing some vessel operational delays. The contractor, when opening/closing LO/LO vessel(s), shall make every effort to place/move hatch covers, twin decks, and/or pontoons to minimize further movement or delays, however the contractor shall inform the COR of the probability of those delays.

5.6.3 Vessel Discharge. The contractor shall attend vessel boarding party, prepare the vessel for discharge, set up safety devices, and have on hand needed personnel, CFE/MHE, contact maintenance, and materials in place prior to vessel date/start times. Prior to cargo handling the contractor shall verify cargo for discharge by deck in the ICODES stow plan, verify checkers scan and manually tally cargo, visually inspecting each piece of cargo and report discrepancies listed in section 5.4 found during discharging the vessel immediately to the COR.

5.6.3.1 The contractor shall start breaking and remove lashing/tiedown, whereas contact maintenance shall determine vehicle status operationally. The contractor shall reconnect trailers back to their designated vehicles (prime mover) separated in the loading process and start the discharge of the vessel. (Schedule 1A2 of the SOR).

5.6.3.2 The contractor shall check & tally all discharged cargo to include capturing linked, nested, secondary loads, recording the discharged time and method the cargo was discharged (ROLL – LIFT - TOW) from the vessel. (Schedule 1A2 of the SOR).

5.6.3.3 The contractor shall stage all cargo IAW the USG's staging plan (e.g., by type, destination, and hazard class as necessary). The contractor shall handle all classes of supply to include sensitive and priority cargo per the discharge and staging plan and IAW current applicable regulations. (Schedule 1A2 of the SOR).

5.6.3.4 The contractor shall be responsible for housekeeping on the vessel, returning lashing gear per vessel chief mate instructions or to its proper place (lashing bins or wall racks). The contractor shall clean up any fuel/oil spills, trash, or debris caused due to vessel operation prior to vessel departure. (Schedule 1A2 of the SOR).

5.6.4 Vessel Loading. The contractor shall attend vessel boarding party, prepare (prep) the vessel for loading, set up safety devices, and have on hand needed personnel, CFE/MHE, contact maintenance, and materials in place prior to vessel date/start times. The contractor shall, prior to handling cargo, verify pre-stow ICODES plan by deck the location of all cargo being loaded on the vessel, checkers shall scan and manually tally cargo, visually inspecting each piece, and reporting any damage or documentation discrepancies found while loading the vessel immediately to the COR. (Schedule 1A1 of the SOR).

5.6.4.1 The contractor shall call forward general cargo and vehicles for loading onto the vessel. Contact maintenance personnel shall be present in staging lots/yards to assess vehicle operational status.

5.6.4.2 The contractor shall check & tally all cargo being loaded to include capturing linked, nested, secondary loads, recording the load time and method the cargo was loaded (ROLL – LIFT - TOW) on the vessel. (Schedule 1A1 of the SOR).

5.6.4.3 The contractor shall stow all cargo IAW the USG's pre-stow plan. The contractor shall handle all classes of supply to include sensitive and priority cargo. The contractor shall segregate hazardous cargo IAW current applicable regulations. (Schedule 1A1 of the SOR).

5.6.4.4 The contractor shall be responsible for housekeeping on the vessel, returning all lashing gear per vessel chief mate instructions, or to its proper place (lashing bins or wall racks). The contractor shall clean up any fuel/oil spills, trash, or debris caused due to vessel operation prior to vessel departure. (Schedule 1A1 of the SOR).

5.6.4.5 The contractor shall perform all vessel loading operations in a safe and efficient manner so that no damage is caused handling USG cargo by the contractor. The contractor shall have the capabilities to handle multiple classes of cargo including, sensitive items, HAZMAT, and deadline inoperable vehicles IAW the USG's vessel pre-stow plan. (Schedule 1A1 of the SOR)

5.6.5 As-Stowed Diagrams. The contractor shall provide dedicated tallyman/checker to support ARTRANS in documenting a legible as-stowed vessel diagram. The tallymen shall be capable of scanning, foot printing, or drawing as stowed diagrams and accountability the as-stowed locations of each piece of cargo. Contractor personnel will receive materials, supplies, and instruction as needed. (Schedule 1A1 of the SOR)

5.6.6 Lashing or Securing 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 (1) set of lashing gear (front and back). The contractor shall secure all cargo IAW ARTRANS-TEA Reference MI-22, (Lashing Handbook for Marine Movements) or when otherwise instructed by the vessel chiefs' mate. The contractor shall coordinate all vessel activity through the COR. (Schedule 1A1 or 1A1a of the SOR).

5.6.6.1 The contractor shall also record and report all additional GFE or contractor provided dunnage, shackles, lashing gear, and securing material(s) used aboard the vessel. The contractor shall furnish an accountability report of all provided material(s). The contractor shall inventory and provide an itemized list of material(s) used and submit to the COR/OO for each vessel operation within 24 hours of completion (Schedule 1A1 or 1A1a). Cost of materials furnished by the contractor or purchased on behalf of the USG shall be reimbursed by OOP expense.

5.6.7 In-Stow Lashing & Cargo Inspection. The contractor shall perform 100% lashing/tiedown inspection of each piece of cargo stowed in/on each hold or deck loaded on the vessel in conjunction with vessel chief's mate or their vessel representative upon completion of each deck during the loading operations. The in-stow inspection shall identify loose, missing, improper tie down of cargo, 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/Safety Officer. The contractor shall prepare a cargo damage report per (section 3) and submit the report to the COR/Safety Officer within eight (8) hours. (Schedule 1A1 or 1A1a of the SOR).

5.6.8 Removal of Materials (Housekeeping). The contractor shall remove all unused dunnage, lashing, and securing material provided by the USG. The contractor shall pick up and remove from vessel all debris/trash generated by the operation to include broom sweeping according to the instructions of the vessel master or chief mate. (Schedule 1A1 of the SOR)

5.6.9 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. (Schedule 1A1 of the SOR)

5.6.10 Vessel Carrier Owned "MAFI Carrier/Trailer". Vessel carriers may elect for convenience to use MAFI carrier/trailers (e.g., MAFI brand products (ship's gear)) for oversized or inoperable equipment being stowed onto the vessel.

5.6.10.1 Loading or Stripping MAFI trailers. The contractor shall provide labor, gear, and CFE/MHE to load or strip cargo from ship's gear during vessel commodity operations. Compensation for loading or stripping cargo from carrier-owned ships gear shall be

considered an extension of the vessel deck, whereas vessel commodity rates shall apply to this method are included in Schedules 1A1 and 1A2 of the SOR. MAFI trailers left behind after vessel operation for later stripping or loading shall be compensated at established XL/EQR rates established in Schedules 2 and 4 of the SOR.

5.7 Staging. Staging defined as an area of the port for the placement of cargo after its receipt or discharged from any CULT conveyance (CLH/Rail) and placed in a designated final place of rest for future movement (e.g. loading a vessel, or loading/discharging and/or performing port clearance (CLH/rail)). The contractor shall be flexible when providing staging for USG cargo operations. Due to the fluid nature of the military's seaport operations, a clearly defined staging area and utilization plan is essential to mission success.

5.7.1 Staging Area Requirement. The contractor shall provide adequate area to stage USG cargo, load/discharge CLH. Staging area shall have but not limited to the following requirements:

(1) Staging area shall be an area or lot large enough to accommodate all USG cargo, with safety and access lanes, located within the port, and adjacent to the berthing/pier for the duration of each operation.
(2) Staging shall be cleared of all commercial cargo.
(3) Staging shall be singular area in size.
(4) Staging area shall be of hard stand (pavement or concrete).
(5) Staging area shall be maintained as a sterile area, free of vegetation, pests, and standing water.
(6) Staging area shall be 100% lighted
(7) At the request of the COR, contractor shall ensure the staging area is secured by fencing with gated access 24 hours a day for the duration of the mission for which it's being used.
(8) Staging lots designated shall be clear and cleaned and swept (mechanically or manually) prior to its use.

5.7.2 Setting up Staging Yards. When requested by the COR, the contractor shall set up staging yard(s) with cones and signage IAW staging diagram provided by COR. Compensation for staging shall be included in the commodity rates as established in the SOR.

5.7.3 Closing Staging Areas. At the completion of terminal operations, the contractor will remove items from the staging area and return the space back to the port authority in the same state that it was received.

5.7.4 Staging Plan(s). The contractor shall segregate cargo as designated by the COR's staging plan to facilitate onward movement, segregate frustrated cargo, and segregate/control sensitive or hazardous cargo. Containers shall be segregated/stacked and spaced enough to allow for customs inspection. The COR will communicate changes or events that affect the staging plan as needed.

5.7.5 Final Place of Rest. The contractor shall agree the "final place of rest" as being the designated resting place (i.e. on the vessel or in a staging lot/yard) the COR designates as cargo is received into the port.

5.7.6 Spotting or Pre-staging Vehicles/Cargo. When requested by the COR, the contractor shall coordinate with the appropriate Port Authority for pre-staging cargo in advance of vessel or rail arrival, when time and space is available and more advantageous to the USG to pre-stage cargo prior to an operation either pier side or next to railcars, the USG will compensate the contractor for spotting cargo per XL rates in Schedule 2 of the SOR. However, the USG will not compensate the contractor for spotting cargo during vessel or terminal commodity operation, or when cargo is pre-staged/spotted as its final place of rest.

5.7.7 Cargo Consolidation & Staging Management. The contractor shall manage all staging areas/lots/yards in such a manner as to save space and usage to the maximum extent possible. The contractor shall be responsible for consolidating USG cargo by repositioning, moving, and draying cargo forward as needed, however, the contractor shall maintain staging plan integrity.

5.8 Stuffing and Un-stuffing Containers. When requested by the COR, the contractor shall stuff and un-stuff containers in such a manner that the contractor does not damage cargo. 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 and 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 the removal of labels, blocking, bracing materials, debris, and nails, as well as the reinstallation of contents with appropriate blocking and bracing. Blocking and bracing are essential cargo securement methods that prevent cargo from moving during transportation by using materials to fill gaps and restrain it from all sides. Compensation for the services defined in this paragraph shall be Stuffing/Unstuffing commodity rates established in the SOR, or XL and EQR if rates do not exist.

5.8.1 Pallets/Boxes. When requested by the COR, the contractor shall furnish pallets or boxes of all sizes or shapes for container stuffing operations. The contractor will account for and advise disposition of these or unused pallets and boxes to the COR and maintain in a secure, dry location. The contractor will be reimbursed by OOP Expenses.

5.9 Weighing Containers. When requested by the COR, the contractor shall provide (when requested or labeled weight discrepancy is reported) the gross container weight and the associated container number to the COR. 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 shall be at XL/EQR rates. (Schedules 2 and 4 of the SOR)

5.10 Customs and Agricultural Inspection. When requested by the COR, the contractor shall provide labor and CFE/MHE as needed to support Customs and Agricultural inspections on USG cargo. The contractor shall move, unload, re-load, unstack, re-stack, and remove or reinstall blocking and bracing as needed. The contractor shall also document activities, container numbers, and old and new door seals replaced. Compensation for services defined in this paragraph shall be at XL/EQR rates (Schedules 2 and 4 of the SOR). The contractor shall locally procure security seals as an OOP expense, when requested by the COR.

5.10.1 Wash Rack & Equipment. When requested by the COR, the contractor shall provide a pressure washer with heated water (180 degrees) and able to produce 2500 PSI. All pressure washing equipment shall meet Agricultural (AG) and Customs and Border Clearance Agent (CBCA) standards. Compensation shall be at the rates listed in Schedule 4 of the SOR and shall be inclusive of the pressure washer, its equipment, water, and electricity and sewage fees utilized for the washing operation.

5.10.2 Cleaning of Vehicles and Equipment. When requested by the COR, the contractor shall provide washing services for military vehicles, equipment, or other cargo. Compensation shall be per Schedule 2 and 4 in the SOR. The contractor shall coordinate with the port authority for space for washing and rinsing USG cargo.

5.10.3 Rinsing Services. When requested by the COR, the contractor shall provide or arrange services for final rinsing services of export cargo destined for Continental United States (CONUS) locations. The contractor shall provide a sterile staging area meeting the standards specified by the USG representative (Agriculture Inspector) and located as close to vessel berthing 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 per Schedule 2 and 4 in the SOR.

5.10.4 The contractor shall ensure equipment cleanliness meets the standards specified by the USG of Host Nation Agriculture Inspector present at the rinsing location prior to moving the equipment to the sterile staging area on their terminal or port lot. The contractor shall use rock salt to create a barrier between USG equipment in the final sterile staging area to prevent the infestation of snails on USG equipment being exported back to US. Compensation shall be per Schedule 6 of the SOR. Any equipment leaving the rinsing area without the approval of the 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 offload 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 per Schedule 2 and 4 in the SOR.

5.11 Tallying & Checking Services. The contractor shall provide tallying & checking services as part of all services ordered for all cargo received, dispositioned or moved, frustrated, or handled during all cargo operations. The contractor shall have visibility of all USG cargo in their possession or care and be able to locate each piece if needed. The contractor shall inspect and report all visible damaged cargo (general, containers, or vehicle/trailers) and shall provide all original tally/checker sheets/reports (signed/dated by the checker) to the COR or COR designated ARTRANS section NLT two (2) hours after the completion of each shift or operation unless otherwise specified. Compensation for services defined in this paragraph are included in all commodity rates established the SOR.

5.11.1 Inclusive of tallying & checking cargo, the contractor shall scan MSL's and manually tally (by tally/checker sheet) all cargo and capture Radio-Frequency Identification (RFID) tag information. Vehicles containing nested or secondary loaded cargo (trucks carrying cargo in the bed of the truck or trailer) with separate MSL's will be treated as a single unit for billing purposes and will be reimbursed under the applicable commodity rates for the prime piece. The contractor shall ensure all cargo is scanned and tallied & checked for accountability. Included in the tally and checking services the contractor shall measure cargo to validate cargo dimensions. The contractor will report tally and checking discrepancies, to include cargo dimensional data, to the COR. Compensation for services defined in this paragraph are included in all commodity rates established the SOR.

5.11.1.1 Radio-Frequency Identification (RFID) Tags . When requested by the COR, the contractor shall provide checkers or tallyman to mark, label, and place RFID Tags as needed on vehicles, containers, and other equipment, including replacing thereof. Compensation for services defined in this paragraph paid at manhour rates established in Schedule 2 of the SOR.

5.12 Sensitive Cargo. For sensitive cargo shipments, the contractor shall review commercial driver's paperwork for a DD Form 1907, Signature and Tally Service. The contractor shall immediately notify the COR for a USG representative to sign the DD Form 1907 prior to the contractor accepting custody of the shipment. The contractor shall ensure all openings (door, hatches, or ramps) are secured and sealed using seals provided by the USG (all commodities).

5.13 Frustrated Cargo. Frustrated cargo is defined as cargo that has been stopped or impeded, preventing it from reaching its intended destination. This often occurs due to issues like incorrect labeling, missing information, or other shipping errors, causing delays and requiring extra handling to resolve. The contractor shall notify the COR immediately on all discrepancies found with USG cargo. Reasons cargo may be frustrated are, but not limited to, missing documents, 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 (segregation shall apply for hazardous classes). Compensation for services defined in this paragraph are included in all commodity rates established the SOR.

5.13.1 The contractor shall separate and report all cargo not on the cargo list or frustrated to the COR. Frustrated cargo/vehicles shall not be staged with other cleared cargo/vehicles until all discrepancies have been corrected. 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 submit the report to the COR on a daily basis.

5.14 Inoperable or Deadline Vehicles. The contractor shall provide CFE/MHE heavy tow vehicle(s) capable of towing or draying inoperable or deadline vehicles (tracked or wheeled) in excess of 150,000lbs.

5.14.1 The contractor shall recover/load deadline military vehicles from/to all land-based conveyances and each vessel type with various ramp configurations and deck heights (e.g., lowest deck profile of 10'6"). Any vehicle being towed shall be towed via the use of vehicle towbar designed for those vehicles Gross Vehicle Weight Rating (GVWR) and by a fully operational, equivalent in size and capacity contractor provided tow vehicle designed for towing. Compensation for Deadline Vehicle Recovery (DVR) services are included in all commodities rates established in the SOR. The USG will not compensate the contractor for towing inoperable vehicles or trailers utilizing military prime movers, unless expressly authorized by the COR.

5.14.2 Towing Vehicles and Trailers. The contractor shall not use military vehicles (as their prime mover (wheel or tracked)) to tow other military vehicles, unless specifically approved by the COR. Trailer attached to prime movers shall be tallied as "prime mover with attached trailer", however commodity rates for towing orphaned trailers shall only be paid to the contractor when CFE/MHE tow vehicles are used. The contractor shall adhere to DoW safety standards for towing vehicles (wheel or tracked) and use proper towing equipment (tow bars). All towing equipment used shall adhere to DoD safety regulations, inspections, and designed for towing military vehicles per Army smart book (https://rdl.train.army.mil/catalog-ws/view/100.ATSC/AB5D6C75-FBB6-450C-B1F5-07E6F9BD4A90-1573060111406/gta55_01_001.pdf).

5.14.2.1 The contractor shall enforce the following operational requirements when towing vehicles: (vessel, staging, truck, and rail spurs)

(1) Vehicle driver/operator shall adhere to <5 MPH while towing vehicles onboard or off vessels.
(2) Driver/operator shall not move vehicles without assistance of ground guides, minimum of two (2) ground guides when backing vehicles/trailers.
(3) Safety chains should have safety clips on hooks to prevent them from disconnecting during towing operations.
(4) Tow bar locking pens shall be secured/clipped or pinned in place to keep from slipping.
(5) Vehicles with air braking systems, only cage the emergency/parking brakes on disabled vehicle if pneumatic system is compromised and unable to maintain air pressure.
(6) Towed vehicles with compromised air braking systems or disengaged (caged) brakes shall also use braking vehicle when going down vessel ramps with grades greater

than 20% or in weight commodity 61/67.

(7) Inoperable trucks and/or trailers with uncompromised air braking systems shall be aired up to unlock brakes while towing.

5.14.2.2 Heavy towbars/gear for deadline heavy tracked or wheeled vehicle recovery is imperative and required for this contract. This equipment shall be available for use at the port(s) specified in this contract as required. The movement of heavy tow vehicles and tow equipment/gear between facilities or other seaports shall be at the expense of the contractor.

5.14.3 Contact Maintenance. The contractor shall provide maintenance support for non-operational vehicles that need to be made operational as quickly as possible. Responsibilities for contact maintenance for vessel discharges begin on the vessel and ends when the vehicle/trailers are in their designated final place of rest on the terminal.

5.14.3.1 During vessel uploads, maintenance responsibilities begin from the staging lot/yard and end when the cargo is secured in the final place of stow on board the vessel.

5.14.3.2 During terminal service work, (CLH/rail) maintenance responsibilities begin in the staging lot/yard and end when the cargo is secured on CLH trucks or railcars or begins at reception (CLH/rail) and ends when the cargo is in its designated final place of rest on the terminal. Contact maintenance shall also be provided when vehicles are being prepped (see General Cargo / Vehicle Preparation) for onward movement. Compensation for services defined in this paragraph for contact maintenance is inclusive of all vessels, truck, and rail load/discharge commodity rates established in the SOR.

5.14.3.3 The contractor must be equipped and capable of providing light duty maintenance for vehicles up to 60,000 lbs. and/or heavy-duty maintenance for vehicles over 60,000 lbs. to support cargo loaded or unloaded from each conveyance (vessels, truck, and rail).

5.14.3.4 Contact Maintenance Team (CMT). The contractor shall ensure the CMT is proactive in checking the operational status of equipment being loaded and/or off-loaded from vessels, CULT assets, or railcar. Inoperable vehicles shall be identified expeditiously, causing minimal work delays. The maintenance personnel shall be capable of rapidly troubleshooting inoperable vehicles to get them running as soon as possible. The CMT shall spend no more than fifteen (15) minutes on any “one (1)” vehicle before the determination is made to tow the vehicle(s). The work of the CMT is to enable movement of inoperable vehicle under its own power. Vehicles found to be inoperable shall be marked for towing on the windshield or driver’s side door whereby the contractor shall prepare the vehicle for towing from/to the vessel or to/from the staging lots/yards to complete mission operations. Compensation for services defined in this paragraph for contact maintenance is inclusive of all vessels, truck, and rail load/unload commodity rates established in the SOR.

5.14.3.5 Contact Maintenance Mechanic(s). Each CMT shall consist of a lead mechanic capable of performing the work described herein. The CMT shall have experience to rapidly troubleshoot inoperable vehicles with end goal of engine running and cargo movement within fifteen (15) minutes whenever possible.

5.14.3.6 Contact Maintenance Vehicle(s) (CMV). The contractor shall provide CFE/MHE i.e., contact maintenance vehicle(s) and equipment for use during operations, that shall be able to maneuver easily throughout the vessel and/or staging lots/yards or rail spurs between vehicles and other cargo. The CMV shall be equipped with the following, but not limited to, air compressor large enough to air tires up to 150 PSI, battery chargers (e.g., Tesla TIMV3000 GPU-24), 25 ft. military slave cables, hydraulic jacks, voltmeters, bolt cutters, security seals, diesel and gas fuel cans, starting fluids and other mechanic tools (manual and air) as needed, and traffic cones. Slave cables and tow bars unique to military vehicle are required. All other equipment to include PPE shall be CFE/MHE. Fuel, starting fluids, and POLs shall be reimbursable OOP expenses. Compensation for services defined in this paragraph for contact maintenance vehicles/equipment/personnel shall be included in all commodity rates established in the SOR.

5.14.3.7 Contact Maintenance Requirements. The COR and contractor shall determine the number of CMT's needed for each operation during the daily or vessel planning meetings (terminal or vessel). The contractor shall be responsible for keeping pace with operational needs of CMT teams needed to provide coverage for all areas of the USG port operations.

5.14.4 Military Repairs & Parts. The contractor shall be capable of making minor repairs such as hooking up battery cables, jump starting vehicles, adjusting brakes (caging), and pumping/airing up tires, or any other minor repairs that will allow the inoperable vehicle to be discharged/loaded under its own power in a safe and timely manner (fifteen (15) minutes). Repair parts such as tires or batteries may be furnished by the USG "if available". The contractor shall be compensated for changing tires and/or batteries at XL rates established in Schedule 2 of the SOR.

5.15 Cranes, Rigging Gear, and MHE

5.15.1 Crane Operator(s)/Rigger. The contractor shall provide two (2) personnel by name that were trained, tested, and certified as crane operator/rigger and at minimum OSHA certified (29 CFR 1926.1427) or host nation equivalent, in crane operations and crane rigging.

5.15.2 Crane Rigger(s). The contractor shall have qualified riggers during hoisting activities for assembly and disassembly work (29 CFR 1926.1404(r)(1)). Additionally, qualified riggers are required whenever workers are within the fall zone and hooking, unhooking, or guiding a load, or doing the initial connection of a load (29 CFR 1926.1425(c)). Riggers shall inspect and rig heavy lift slings used in loading/discharging all operations for vessel, truck, and rail LO/LO operations. One (1) 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 on military vehicles/trailers are being employed and utilized correctly.

5.15.2.1 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 DoD standards IAW Technical Bulletin (TB) 43-0241. The contractor shall make available all records pertaining to required inspections, load testing, and certification for review by the COR/Safety Manager upon request. The contractor shall ensure all crane riggings include tag lines.

5.15.2.2 Specialized Lifting Slings. The USG may provide the contractor lifting slings and spreader bars or associated materials designed for specific use, unique to lifting specialized equipment.

5.15.3 Mobile Cranes. The contractor shall load/hang test all cranes and its lifting gear per safety standards before each operation's start time. During operations, the crane operators shall safety/hang lift all vehicles and containers before fully engaging the full lift of the cargo.

5.15.4 Mobile Crane Service. The contractor shall have the capability to provide mobile cranes up to 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 (MHE, shore side crane, floating crane, or mobile crane) if needed in addition to crane rental equipment. Compensation for this service shall be at established rates in Schedule 4 of the SOR, or OOP expense if rates do not exist.

5.15.5 Self-Containing Vessel. In some cases, the USG may use vessels where ship's gear (ships crane) and equipment are 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 included in the SOR commodity rates.

5.15.6 Container Handling Equipment (CHE). The contractor shall use container handling MHE (container stacker, top lift) when lifting any container with a length 20 ft or greater, empty, or full.

5.15.6.1 Ramps, Spanner Plates. When requested by the COR, the contractor shall provide mobile ramps and/or spanner plates for loading or discharging railcars and/or commercial trucks. The contractor shall (if necessary) transport ramps and spanner plates to/from rail yard for loading/discharging operation. Compensation is included in SOR commodity rates.

5.16 Ground Transportation. The contractor shall provide transportation, at their own expense, for all employees and CFE/MHE in and around the port, on/off the vessel, or any work site designated for USG operations. The contractor shall be responsible for all cost to move, set up, or tear down of all CFE/MHE used or rented.

5.17 USG Use and Rental of Contractor's Furnished Equipment (CFE/MHE). If for any reason the contractor is unable to perform services under this contract, it is agreed that the USG may elect to rent from the contractor all CFE/MHE they would have customarily allocated to the performance of this contract at rental rates established in Schedule 4 of the SOR. The USG will accept such gear and CFE/MHE as it may elect to rent where is and as is, and furnish fuel lubricants, and operators. The contractor and USG will conduct a joint condition survey when the gear and CFE/MHE is turned over to the USG and when returned back to the contractor. The contractor shall deliver such gear and CFE/MHE to a mutually agreed location. The USG agrees to maintain the gear and CFE/MHE and to return it to the contractor in good order and condition, normal operational wear and tear is excepted.

5.17.1 Duration of USG Rental of CFE. The rental period may continue for the duration of the contractor's inability to perform services under the contract, but not to exceed 180 days unless extended or terminated early by the USG. The option to rent gear and CFE/MHE will cease upon the effective expiration date of this contract.

5.17.2 Contractor Inability to Perform Contract Services. The CO on behalf of the USG will determine whether the contractor is unable to perform services under this contractual agreement and will determine the duration of such inability, such findings of fact to be conclusive on the parties, subject to the Disputes Clause.

5.18 Physical Security at Port. When requested by the COR, the contractor shall take additional physical security measures to maintain heighten security requirements for USG personnel and cargo in addition to established security measures by the port authority. The contractor shall discuss and receive written request/approval from the COR for additional security measures prior to taking action. Physical security is the protection of people, property, and physical assets from actions and events that could cause harm, damage or loss. This includes protection from fire, flood, natural disasters, pilfering, theft, vandalism, and terrorism. Physical security includes measures that are designed to deny unauthorized access to facilities, equipment, and resources and to protect civilian and military personnel and property from damage or harm shall include, but not limited to, shipping containers used for security walls or storage, concrete barriers, fencing, locks, or contracted (subcontracted/tariffed) security personnel.

5.18.1 Container Security Wall. When requested by the COR, the contractor shall provide 20ft. or 40ft. containers for the construction of a security perimeter wall at the terminal. 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 entire radius of the designated work area. Containers double stacked shall be locked with container locks at each corner between the upper and lower container. Compensation for containers includes delivery, setup, dismantling, and removal from the terminal for construction of the security perimeter wall. Rates for container rental and transportation, set-up, and removal are provided in Schedule 6 of the SOR.

5.18.2 Portable Fencing. When requested by the COR, the contractor shall provide security fencing. The fence shall be chain link in type, no less than three (3) meters in height, and topped with barbed wire (if needed). Fencing shall be supported to withstand high winds and/or intrusion. The fence shall be enough to secure the entire designated area and be accessible by gates large enough to allow two-way vehicle traffic with locking mechanisms. Fencing shall be used to secure all USG cargo staged at designated facility or port area. Compensation will be based on a per-liner meter or foot rate (perimeter only), including gates, fittings, supports, delivery, installation, dismantling, and removal, at the rate specified in Schedule 6 of the SOR, or OOP if rates do not exist.

5.18.3 Security for Military Specialized Cargo. When requested by the COR, the contractor shall provide additional security for staged military vehicles/containers. The contractor shall adhere to AR 190-11 and AR 190-5 (chapter 3-3, 3-4, 3-5, at Risk level III) and DoD 5200.08-R, Physical Security Program where staged vehicles/containers shall be under continuous surveillance. Compensation for specialized cargo security shall be at established rates in Schedule 6 of the SOR, or OOP expense if rates do not exist.

5.18.4 Mobile Light Tower. When requested by the COR, the contractor shall provide mobile light towers (mobile lighting set-flood lights) in quantities designated by the COR. Each light tower shall be sufficient in power (minimum 1,000 watts) with multiple directional headlamps to maximize illumination of the operational areas. Light towers placed no further apart as to create an uninterrupted light stream throughout the operational or perimeter areas. Each light tower shall include routine maintenance and refueling, as needed. Light towers found non-operational shall be repaired or replaced as soon as known. The contractor shall ensure all light sets are operational 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.

5.19 Warehousing. When requested by the COR, the contractor shall provide short/long-term warehousing for USG owned equipment, vehicles, materials, and cargo transitioning the port. Warehouse space shall be secured from commercial operations and have access to loading docks for cargo transfer. When requested by the COR, the contractor shall provide warehousing space separated by wall or fencing. Warehousing shall have lighting and be accessible to ARTRANS personnel and other USG designated personnel on a 24 hours a day and seven (7) days a week basis. Compensation shall be at OOP expense.

5.20 Supplies and Materials. When requested by the COR, the contractor shall furnish materials and supplies in connection to all operations as needed for cargo reception to its disposition and other terminal services as required by the USG. Materials and supplies include, but are not limited to, twist ties, tie down straps, dunnage, fuel, and maintenance supplies. Securing material for work performed under this contract will be purchased by the contractor on behalf of the USG. Request for cost reimbursement (see section 4) items shall be accompanied by vendor receipts to verify actual expenses. Compensation shall be at established rates in Schedule 6 of the SOR, or OOP expense if rates do not exist.

5.20.1 Tarpaulins. When requested by the COR, the contractor shall provide serviceable,

water-resistant tarpaulins to cover USG cargo. Compensation shall be at established rates in Schedule 6 of the SOR, or OOP expense if rates do not exist.

5.20.2 Securing Material. When requested by the COR, the contractor shall furnish additional lumber, dunnage, and lashing material required for securing of cargo. Compensation shall be at established rates in Schedule 6 of the SOR, or OOP expense if rates do not exist.

5.20.3 In the case of ISPM 15 (heat treatment) wood requirement, request for cost reimbursement (see section 4) items shall be accompanied by vendor receipts to verify actual expenses. Compensation shall be at established rates in Schedule 6 of the SOR, or OOP expense if rates do not exist.

5.20.4 Dunnage and lashing materials shall be of grades and quality suitable for its intended purpose and acceptable to the COR. Materials shall be in quantities, sizes, and dimensions specified, and delivered shipside or such other location(s) as determined by the COR. Compensation shall be at established rates in Schedule 6 of the SOR, or OOP expense if rates do not exist.

5.20.5 Any materials furnished to the USG but remaining unused shall be retained by the contractor for the benefit of the USG. The contractor shall maintain these materials for future use and provide a monthly report detailing inventory levels. Any unused materials provided for USG use must be inventoried and kept in a secured, dry location and returned to the USG upon completion/performance of this contract.

5.20.6 Fuel, Lubricants, and Other Fluids – USG Vehicles. When requested by the COR, the contractor shall provide additional fuel, lubricants, or other fluids for military vehicles. The contractor shall provide the appropriate fuel (leaded, unleaded, or diesel), lubricants, cooling fluids, or brake fluids. The contractor shall be reimbursed for actual costs based on the materials used. Compensation for fuel, lubricants, and other fluids will be made via OOP expense.

5.20.6.1 Fueling and Defueling Operations. When requested by the COR, the contractor shall provide or coordinate services for a fuel truck with pump capable of fueling/defueling all types of vehicles and a qualified fuel handler who possesses a Fuel Handling Certificate. The operator who performs the fueling/defueling functions must comply with all Federal, State, U.S. Army, and/or host nation regulations regarding HAZMAT material handling.

5.20.6.2 Operators who perform the fueling/defueling function must be HAZMAT certified and must show evidence of possessing a Fuel Handlers Permit and minimum Commercial Driver's License (CDL). Fuel handlers must be trained to maintain fuel accountability for billing to the USG, dispensing fuel or de-fueling vehicles, maintain petroleum products and lubricants, and move equipment to appointed re-fueling areas to obtain bulk fuel as needed.

5.20.6.3 Contractor provided fuel handlers shall be incorporated with the contact maintenance teams when fuel operations are not ongoing. The contractor shall be

compensated for labor used in cargo fueling/defueling at the appropriate XL rates per Schedule 2 of the SOR.

5.21 Carpentry Services. The contractor shall perform carpentry services as part of the loading process. The contractor shall provide personnel with knowledge to fabricate and install blocking, bracing, and other similar apparatus to secure cargo as directed by the COR. The contractor shall be compensated for carpentry services at established XL base rates IAW Schedule 2 of the SOR.

5.22 Trash Disposal Service. The Contractor shall provide (when ordered) refuse or recycling containers for collection or debris and recyclable trash, each container shall be capable of holding and have a minimum 8.5 cubic meters of space. The Contractor shall be responsible for emptying each refuge/recycle container when/as needed or requested by the COR. The number and location of refuse/recycling containers will be determined by the COR and the Contractor during operations planning phase/meetings. Compensation shall be at the daily rental per container, shall include dumping/emptying the container as needed mobilization setup, removal and clean up established in schedule 6 of the SOR.

5.23 Minimum Productivity. The contractor shall provide all contracted services the USG requires for port operations, i.e., management, supervision, general and skilled laborer, gear, and all CFE/MHE to maintain minimum productivity levels set forth in the table 3 below. Productivity table in Table 3 is considered to be the minimum for operations that are conducted under normal conditions. Table 3 depicts productivity standards under ideal/normal loading/discharge conditions and deviation from the table is acceptable with COR approval. Table 3 was created utilizing data in ARTRANS-TEA Pam 700-2 Logistics Handbook for Strategic Mobility Planning & 700-4 Vessel Characteristics for Ship Loading.

5.23.1 Loading or discharging total hours may or may not be continuous. The contractor shall be responsible for maintaining productivity levels of all types of vessels and all combinations of cargo type and quantity that meets or exceeds the agreed upon timelines for working and completing vessel loading or discharges.

NOTE 1: An “Average Cargo Load” may consist of wheeled vehicles, trailers, containers, tracked vehicles, aircraft, breakbulk, or other general cargo. 185 sqft was used as the general planning factor for average size military vehicle for creation of metrics in Table 3.

NOTE 2: Table 3 reflects 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 vessel or commercial purposes.

NOTE 3: Available load space characterized in **bold** is usable Sqft reduced by 25% for broken stow or 700-4 usable military space available**.**

5.23.2 TABLE 3 - The following Table 3 headers represent a designated column:

A. Anticipated vessel types

B. Available loaded deck space for fully loaded vessel types
C. Total working hours (load/discharge) timelines
D. Minimum number of pieces per hour for completing vessel discharge
E. Minimum number of pieces per hour for completing vessel load

5.23.3 TABLE 3

A **Vessel Type**	**B** **Available load space**	**C** **D-Discharge** **L-Load**	**D** **Discharge Pieces per hour**	**E** **Loading Pieces per hour**
Fast Sealift Ships (FFS) (using shipboard crane) LO/LO	202,627 ft^2 ***151,970 ft^2***	36hrs. (D) 72hrs. (L)	23	12
LMSR	373,815 ft^2 ***280,361 ft^2***	48hrs. (D) 72hrs. (L)	32	22
RORO (car carrier)	332,350 ft^2 ***182,938 ft^2***	48hrs. (D) 48hrs. (L)	21	21
Container Ship (using port crane)	2341 TEU Slots	24hrs. (D) 24hrs. (L)	25	25
Container Ship (using ship(s) crane)	1649 TEU Slots	24hrs. (D) 24hrs. (L)	17	17
CAPE (RORO)	168,639 ft^2 ***126,479 ft^2***	48hrs. (D) 48hrs. (L)	15	15
Heavy Lift (shore crane or shipboard crane) LO/LO	93,594 ft^2 ***70,195 ft^2***	96hrs. (D) 96hrs. (L)	8	8

6. PORT - TERMINAL SPECIFIC REQUIREMENTS

6.1 Requiring Activity. The 598th Transportation Brigade (598th TSB) headquartered at Sembach, Germany serves as the Single Port Manager (SPM) for DoW booked cargo transiting through the Port of Gdynia, Poland specified in this contract

6.2 Administrative (Additional Port Administrative).

6.2.1 Port Services/Tariffs. The contractor shall be responsible on behalf of the USG for 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 charges/fees etc.

6.2.1.1 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. The contractor will not include such taxes, duties, customs fee, free time, excise fee/tax, inspection fee, bond, or the like for which the USG is exempt at any of its rates. 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.

6.2.1.2 Free time is defined as the period determined by the port authority or other host nation authority during which cargo can occupy assigned terminal space without incurring demurrage, staging, or storage charges.

6.2.1.3 The contract price is inclusive of all applicable Federal, state, and local taxes, duties, and any host nation taxes or duties.

6.2.2 Hours of Operation. The COR will give the contractor as much notice of upcoming missions as possible, but no less than 48 hours in advance of terminal operations start. A planning meeting will be held prior to each mission at the ports specified in this contract, 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.

6.2.2.1 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 Gdynia, Poland as follows (subject to change)

6.2.2.2 Published regular or normal working day shall, at the Port of Gdynia, Poland, consist of twenty-four (24) hours from 0630 to 0630 hours. Regular or normal working days from Monday to Sunday:

1st Shift	0630 – 1430 hrs
2nd Shift	1430 – 2230 hrs
3rd Shift	2230 – 0630 hrs

6.2.2.3 Meal Hours. Meal hours (subject to CBA) shall be as described below or as otherwise provided in the local agreement.

1st Shift	1100 – 1130 hrs
2nd Shift	1900 – 1930 hrs
3rd Shift	0300– 0330 hrs

6.2.2.4 USG Operational Hours (subject to change). The contractor shall, at the discretion of the USG, offer services 24 hours a day, 7 days a week, to be agreed between the parties on a case-by-case basis.

6.2.3 Shift Change. The contractor shall be responsible for all personnel (staffing or subcontracted), shared goal of protecting the safety and health of all personnel employed in the operation and regulating stevedoring or longshoring operations to best accomplish the safe, efficient, and orderly movement of cargo. The contractor shall provide fresh labor at the beginning of each workday or 1st shift, who shall have at least eleven (11) hours of rest within 24-hour period. The contractor shall further evaluate the fatigue of its labor when/if USG operations are continued into second or third shift. Extended work hours may increase the risk of injuries and accidents and can contribute to further worker fatigue.

6.2.4 The USG, at discretion, may require the contractor to replace workers who exhibit poor judgement, decreased alertness, or appear fatigued. The COR will notify the contractor of its observation of those worker(s) and the contractor shall determine if it is justifiable cause for release.

6.3 Port Facility Support. When requested by the COR, services needed in support of military operations conducted at the specified port(s) in this contract. Compensation for Port Facility Support will be at rates included in Schedule 6 of the SOR, or OOP expense if rates do not exist.

6.3.1 Portable/Temporary Office Space. The contractor shall provide temporary office space for exclusive use by ARTRANS or other designated USG personnel during vessel and terminal operations. Each office provided shall have a minimum of around 14 square meters of interior space and be located within the designated operational area (staging area or pier side). However, portable or temporary office space will be located a minimum of 30 meters away from publicly accessible perimeter fences, streets, and parking. Same applies for portable latrines and trash disposals. If the 30-meter stand-off distance is not possible, contractor will - upon request of the COR - provide barriers such as empty containers or jersey-style barriers to block the public access/parking and/or protect the office space from intrusion. The contractor shall provide daily cleaning and sanitizing services for all temporary office spaces. The portable/temporary office space rate in Schedule 6 of the SOR shall be inclusive of the following items:

6.3.1.1 Office Space Furnishings and Utilities. Each temporary office space shall be fully equipped with the following:

(1) Furniture: Three (3) two-meter tables and ten (10) chairs.
(2) Environmental Control: Year-round heating and air conditioning capable of maintaining a comfortable working environment.
(3) Electrical: Sufficient standard 230-volt electrical outlets, to support standard office equipment.
(4) Lighting: Adequate interior lighting.
(5) Security: Lockable door(s) with keys provided to ARTRANS personnel.
(6) Communications: An approved Department of War (DoW) internet connection, including modem/routers, providing a minimum of 200 Mbps downloadable speed with unrestricted access.

6.3.1.2 Access and Logistics. The temporary office space shall be accessible 24 hours a day, seven (7) days a week, during each operation, unless otherwise directed by the USG. The contractor shall provide a self-contained unit or ensure access to a reliable power source, either through hard-wired electrical connection or a 15kW generator. Provision of power, including fuel and routine maintenance for generators, transportation to and from the designated location, placement, setup, and removal of the office space, are the responsibility of the contractor. Additional tables and chairs may be ordered utilizing the rates established in Schedule 6 of this SOR.

6.3.1.3 Latrines & Hand Washing Station. The Contractor shall provide portable latrines (port-o-lets) and one (1) hand washing stations for every two portable latrines installed in the operational area during each mission. The latrines shall be water flushed or chemical type and supplied with toilet paper, hand soap and hand towels. Hand washing stations will be equipped with potable water, hand sanitizers, and paper towels. The contractor shall be responsible for providing cleaning service daily and replenishment of supplies for latrines and hand washing stations shall be as needed. The number and location of each latrine and hand washing stations shall be determined in the planning meeting. Compensation shall be at the rate for each portable latrine and set forth in Schedule 6.

6.4 Rail Operations

6.4.1 Loading Railcars. The contractor shall dray vehicles/containers from their 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 ground guides needed on railcars when vehicles are being moved/driven into place. Once railcars are loaded, the contractor shall keep pace with loading and secure/tiedown. The contractor shall clean all debris/trash from railcars/railhead/spurs upon completion of rail operations. (Schedules 1B1 and 1B2 of the SOR).

6.4.1.1 The contractor shall scan, manually tally and 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 or COR designated ARTRANS Documentation element (Schedule 1B1 of the SOR). When requested by the COR, the contractor shall also cover cargo with tarpaulins and reinstall transporter components. Materials/supplies shall be at OOP expense if rates do not exist in the SOR.

6.4.1.2 When requested by the COR, the contractor shall, during vessel discharge, pre-stage USG cargo at the railhead near or next to any railcar for future loading. (Schedule 1A2 of the SOR)

6.4.2 Discharge Railcars. The contractor shall set up railcars for discharge, remove tarpaulins, and remove or reinstall transporter components (e.g., sideboards, rails), unlash, scan, manually tally and 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)

6.4.3 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. The contractor shall provide CFE/MHE i.e., spanner plates, ramps, and prep railcars, for loading/discharge operations (Schedule 1B1 and 1B2 of the SOR).

6.4.4 Railcar Inspection. The contractor shall inspect all railcars for serviceability and to ensure proper lashing/tiedown is available. The contractor must mark railcars that are not serviceable or lack proper lashing/tiedown as out-of-service. Out-of-service railcars must be reported to the COR. The contractor shall not load any railcars identified as out-of-service. For railcars lacking proper lashing/tiedown gear, if extra lashing chain or blocks are available (Schedule 1B1 of the SOR), those railcars may be determined to be back in service and available for loading. Any cargo loaded on unserviceable cars shall be discharged and reloaded causing railcar switching or movement delays shall be at contractor's expense.

6.4.5 Prepping Railcars & Vehicles. The contractor shall prepare railcars and vehicles/containers scheduled for loading. The contractor shall center all tiedown chains and raise container blocks as needed. The contractor shall ensure all vehicles are prepared per section 5.4.1 General Cargo / Vehicle Preparation.

6.4.6 Railcar Lashing/Tiedown. The contractor shall lash/secure/tiedown vehicles to include blocking and bracing cargo per ARTRANS-TEA MI -19, Tiedown Handbook for Rail Movements, AAR Open Top Loading Rules Manual, and IAW DoW/DHS/USCG/USDOT or Host Nation equivalent regulations to the standards and the satisfaction of railroad inspectors. The contractor shall be responsible for proper lashing and tied down of all vehicles until rail service inspects lashing and accepts it for transport. Any lashing found loose or unacceptable shall be fixed at time of discovery. Vehicles not meeting standards for rail movement shall be fixed at time of discovery. Any lashing/prep sub-standard work causing delays shall be at the contractor's expense.

6.5 Emergency Services. In addition to the items listed in Section 4.5, all services listed in this section shall be inclusive of and compensated per commodity rates in the SOR.

6.5.1 Regulatory Compliance. Unless provided free of charge by Polish Safety Authorities and unless otherwise directed by the COR, the contractor shall provide safety equipment and personnel before and throughout vessel loading or discharge operations. The contractor shall comply with all legal requirements, including safety and fire, as prescribed in the host nation's general accident prevention regulations. Safety regulations applicable to the port of operation shall include, when directed by the COR, an ambulance with qualified emergency management (EM) operators and a fire truck with certified firefighters present on-site during vessel operations (load/discharge).

6.5.2 Port Fire Brigade Services / Ambulances. When directed by the COR the contractor shall provide fire trucks and ambulances with crew, for every vessel operation (loading/discharge). Each vehicle shall have the capability for direct radio communication

with the COR or their Government representative, allowing for daily or hourly checks. Compensation for this service shall be made in accordance with the rates established in Schedule Equipment Rental (EQR) Category #4 of the SOR.

6.6 Additional Port Services. All stevedoring or long-shoring services listed in this section, unless otherwise stated, shall be inclusive of and compensated per commodity rates in the SOR.

6.6.1 Physical Security at the Port. Upon US Government (USG) request, the Contractor shall implement additional physical security measures (beyond those provided by 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 given through SOR Schedules 2A, 2B, 2C.

6.6.1.1 Armed Guards. If directed by the COR, the contractor shall provide armed guards. If ordered, armed guards shall meet all HN training, certification, and local port requirements. The contractor shall provide evidence of certification for each employee if requested by the COR. Should a HN military establish a Temporary Military Zone (TMZ) at the seaport terminal, the Contractor shall fully cooperate with HN 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 Schedules 2A, 2B, 2C of the SOR.

6.6.1.2 Operational Duties. ECP Duties: Controlling entry to staging areas, piers, rail operations as requested for each operation. Verify personnel and vehicles requesting entry against access rosters. Utilize vehicle inspection mirrors to examine underside of rental & commercial vehicles entering through the ECP.

6.6.1.3 Equipment and Arms. Guards shall be equipped with radios, cell phones, whistles, flashlights and if permitted by HN laws, pepper spray or similar dispersants. Guards shall be able to contact the onsite OIC/NCOIC, and local authorities by cell phone and contracted security dispatcher by radio. Armed guards will at a minimum be armed with handguns, may be armed with larger weapons up to and including shotguns or rifles if permitted by HN laws/authorities.

6.6.1.4 Area of Operations. Security coverage will in general cover all areas of the port operations area unless covered by additional HN forces such as military, police, and coast guard. The OIC will define the specific patrol areas during CONOP/mission development prior to mission execution.

6.6.1.5 Period of Performance. Anticipated duration of armed security presence will be two (2) days prior to vessel arrival until vessel departure.

6.6.1.6 Reporting Structure: Guard personnel shall conduct radio/phone check-ins with their respective dispatch center hourly. The following guard activity will be documented and provided to the COR or mission director upon request and after mission completion: Shift changes & personnel, specific checks of AA&E/SI, periodic check of perimeter or pier, check on/of ECP.

APPENDIX A – 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@mail.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@mail.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)

3.2.1 Invoice Substantiating Documents

Each vessel operation invoice shall be accompanied by the following substantiating documents:

- ***Tally Sheet.*** The contractor shall attach a copy of the substantiating checker tally sheets which support the lump sum charge (tally sheets).
- ***Timesheets***. The contractor shall attach copies of certified time sheets to substantiate all manhour charges.
- ***Vendor Receipts***. The contractor shall attach vendor receipts supporting the actual charges paid for all miscellaneous pass thru charges.

3.2.2 Invoice Certification Process

The COR designated to support each port location shall certify all invoices for payment. The contractor shall provide invoice substantiating documentation (Tally sheets, timesheets, 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.

3.2.3 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 B - Foreign Entity Vetting
General Vendor Threat Mitigation Language.

1. Subcontractor Suitability. The contractor shall submit a semi-annual report to the Contracting Officer for each first-tier foreign service provider, operating as a separate legal entity, contracting directly with the contractor. This includes the foreign service provider's commonly-owned legal affiliate (if applicable) which has employees who may have physical contact with Government shipments or access to Government systems or information in the ordinary course of contract performance. First-tier foreign service providers within scope include, but are not limited to, XXXX. The initial report is due 30 calendar days after contract award and every six 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
1.1.4 Any Previous or Alternate Company Names
1.1.5 Fax number
1.1.6 Website URL
1.1.7. International Civil Aviation Organization (ICAO) or equivalent designator (if applicable)
1.1.8 Owner(s)/Director(s) name(s) and e-mail address(es)
1.1.9 Manager(s) name(s) and e-mail address(es)
1.1.10 Frequency of use during reporting period

1.2 For foreign subcontractors that fall within the scope of the reporting requirement, the contractor shall provide a copy of business licenses required for the subcontractor to legally operate in that country.

1.3 The contractor is not required to limit reporting solely to the in-scope foreign subcontractors used during the reporting period, but rather, may provide a complete list of foreign subcontractors in the contractor's network. If providing foreign subcontractors that are not used during the reporting period, but are within the network, submissions shall differentiate between those that have been used during the reporting period and those that are only in the network.

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

1.5 Prior to contract performance and periodically throughout performance, the Contracting Officer shall 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 Government shall 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.

1.6 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 U.S. Government 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.

1.7 Except as authorized by the Office of Foreign Assets Control (OFAC) in the Department of the Treasury, contractors and subcontractors must not acquire any supplies or services if any proclamation, Executive Order, or statute administered by OFAC, or if OFAC's implementing regulations at 31 Code of Federal Regulation (CFR) Chapter V, would prohibit such a transaction by a person subject to the jurisdiction of the United States. Most transactions involving Cuba, Iran, and Sudan are prohibited, as are most imports from Burma or North Korea into the United States or its outlying areas. Lists of entities and individuals subject to economic sanctions are included in OFAC's List of Specially Designated Nationals and Blocked Persons. More information about these restrictions, as well as updates, is available in OFAC's regulations at 31 CFR Chapter V and/or on OFAC's website at http://export.gov/ecr/eg_main_023148.asp. Specific questions about restrictions should be made to the Department of the Treasury Office of Foreign Assets Control, Washington, DC 20220 (Telephone (202) 622-2490)).

Appendix C - GENERAL CYBER SECURITY REQUIREMENTS

1. Handling and Protection of Non-Public Information.

1.1 For unclassified systems, in performance of this contract, the contractor may have access to DoW Transactional Information (DTI), which for the purposes of this section shall mean any information developed or received in the course of planning, ordering, shipping, tracking, and invoicing in support of the requirements of this contract. To adequately protect this DTI, contractor information systems (IS) involved in the performance of this contract shall comply with the security requirements in the current version of the National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, "Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations". Unless covered defense information (CDI) (as defined in DFARS 252.204-7012) is identified, present, processed, stored or transmitted in an unclassified information system that is owned, or operated by or for, a contractor, compliance with NIST SP 800-171 measures is required at the prime contractor level and does not apply to subcontractors and other entities that the prime contractor engages with in order to meet the requirements of this contract. CDI must be protected in accordance with DFARS 252.204-7012.

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

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

3. Cyber Security Assessments and Mitigation Plans.

3.1 The contractor shall provide a Self-Assessment of its compliance with NIST SP 800-171 and present a Plan of Action that identifies any deviations, non-compliance, or proposed alternative means of compliance as well as plans for correcting non-compliant requirements to the Contracting Officer NLT 60 calendar days after contract award and then annually thereafter. The Self-Assessment and Plan of Action shall address all of the requirements in NIST SP 800-171. The table in Appendix N, Modified NIST SP 800-171 Requirements Table, provides modified requirements of Controlled Unclassified Information/Covered Defense Information (CUI/CDI) specific controls from NIST SP 800-171 that will be used to evaluate compliance in a non-CUI/CDI environment. Additionally, at any time during the period of performance, when a contractor determines it is non-compliant with a NIST SP 800-171 requirement or an approved alternate means of compliance resulting in a High or Moderate Potential Impact as defined in Federal Information Processing Standards Publication (FIPS PUB) 199, "Standards for Security Categorization of Federal Information and Information Systems," the contractor shall submit a Plan of Action within 15 calendar days of the determination of non-compliance.

3.2 Plans of Action and any requests to vary from NIST SP 800-171 shall be submitted to the Contracting Officer for consideration and approval by USTRANSCOM. The contractor need not implement any security requirement determined by USTRANSCOM to be non-applicable or to have an equally effective alternative security measure implemented in its place. The Plan of Action shall follow the template provided in Appendix O, NIST SP 800-171 POAM Template. Alternate formats for the Plan of Action may be proposed and must be approved by USTRANSCOM.

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

4. Cybersecurity Incident Reporting.

4.1. In addition to the DFARS 252.204-7012 reporting requirements for unclassified systems and DoW Manual (DoWM) 5220.22, National Industrial Security Program Operating Manual (NISPOM) for classified systems, reportable cyber-incidents (regardless of whether the information system contains CDI or there is an impact to performance such as delivery schedule delay), include, but are not limited to, the following:

4.1.1 Cyber-incidents as defined in Table 4.

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

Table 4

Incident Category	**Description**
Root Level Intrusion	Unauthorized privileged access to an IS. Privileged access, often referred to as administrative or root access, provides unrestricted access to the IS. This category includes unauthorized access to information or unauthorized access to account credentials that could be used to perform administrative functions (e.g., domain administrator). If the IS is compromised with malicious code that provides remote interactive control, it will be reported in this category.

User Level Intrusion	Unauthorized non-privileged access to an IS. Non-privileged access, often referred to as user level access, provides restricted access to the IS based on the privileges granted to the user. This includes unauthorized access to information or unauthorized access to account credentials that could be used to perform user functions such as accessing Web applications, Web portals, or other similar information resources. If the IS is compromised with malicious code that provides remote interactive control, it will be reported in this category.
Denial of Service	Denial of Service (Incident)—Activity that denies, degrades, or disrupts normal functionality of an IS or DoW information network.
Malicious Logic	Installation of software designed and/or deployed by adversaries with malicious intentions for the purpose of gaining access to resources or information without the consent or knowledge of the user. This only includes malicious code that does not provide remote interactive control of the compromised IS. Malicious code that has allowed interactive access should be categorized as Root or User Level Intrusion incidents. Interactive active access may include automated tools that establish an open channel of communications to and/or from an IS.
Ransomware	Malware designed to encrypt files on a device, rendering any files and the systems that rely on them unusable. Malicious actors then demand ransom in exchange for decryption. Ransomware actors often target and threaten to sell or leak exfiltrated data or authentication information if the ransom is not paid. Ransomware is a reportable incident that may be associated with multiple incident categories depending on the attack vector and execution.

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

4.3 In addition to providing the notification required by DFARS 252.204-7012, the contractor is required to notify ARTRANS as soon as practical, but no later than 72 hours after discovering a reportable cyber-incident. The reporting timeline begins when the incident is discovered or reported to the company, its employees, contractors, or cybersecurity firm responsible for providing cybersecurity and response for the company. The contractor shall contact the ARTRANS Battle Staff Surface Operations Center (SOC) via phone at 618-220-4262. If the contractor does not immediately reach the ARTRANS Battle Staff SOC via phone, the contractor shall send an email notification to usarmy.scott.artrans.mbx.hqsoc@army.mil.

5. Mandatory Reporting Data.

5.1 The contractor shall work with the ARTRANS Battle Staff SOC through resolution of the incident. Within 72 hours of becoming aware of a reportable cyber-incident, the contractor shall provide an initial notification of the incident, even if some details are not yet available, which includes, but is not limited to, the following information:

5.1.1 Company Name
5.1.2 Who will be the POC with contact information
5.1.3 Contracting Officer POC (name, telephone, email)
5.1.4 Overall Assessment –Description of incident, data at risk, mitigations applied
5.1.5 Indicators of compromise
5.1.6 Vector of attack (if known)
5.1.7 Estimated time of attack (if known)
5.2 The contractor shall provide a follow-on cyber-incident report to the ARTRANS Battle Staff SOC within 5 calendar days of becoming aware of a reportable cyber-incident, which includes, but is not limited to, the following information:
5.2.1 Contractor unique Commercial and Government Entity (CAGE) code
5.2.2 Contract numbers affected
5.2.3 Facility CAGE code where the incident occurred if different than the prime contractor location
5.2.4 POC if different than the POC recorded in the System for Award Management (name, address, position, telephone, email)
5.2.5 Contracting Officer POC (name, telephone, email)
5.2.6 Contract clearance level
5.2.7 DoW programs, platforms, systems, or information involved
5.2.8 Location(s) of compromise
5.2.9 Date incident discovered
5.2.10 Type of compromise (e.g., unauthorized access, inadvertent release, other)
5.2.11 Description of technical information compromised
5.2.12 Any additional information relevant to the information compromise

6. Incident Reporting Coordination.

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

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

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

6.4 The contractor agrees to indemnify and hold the government harmless for following any recommendations to remedy or mitigate the cyber-incident following the actions under 6.1. and 6.2.

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

Appendix D - Deliverables

1. Deliverables

1.1 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 deliverables listed in Table 2 below. Each deliverable is a contractual requirement. For those that do not specify a measure or standard, the measures and standards are IAW safety and efficiency in mind.
****NOTE:** Days are defined as business days unless otherwise stated.

1.1.3 TABLE 2

PWS Section	Deliverable Title	Delivery Schedule
3	**Site-Specific Safety Plan**	Due to COR Within 5 (five) calendar days of contract award.
3	**Safety Briefings**	Conduct and document (by name) personnel safety briefings for all workers prior to all operations and at each shift change.
3	**Safety Mishap Investigation Reporting**	See reporting requirements per reports listed in 3.4
3,5	**Reporting Accidents, Injuries and Damage**	The contractor shall submit accident investigation reports to the COR and ARTRANS Safety Officer within 8 hours, 24 hours and 30 days, as applicable.
3	**Emergency Response Plan (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 dates.
3	**Environmental Incident Leaking Cargo Shipments**	If applicable, immediate notification to COR and Port Emergency Response Officer.
3	**Qualified Environmental Compliance Officer (ECO) for HAZMAT handling HAZMAT**	Compliance with Standards IAW PWS
3	**Spill Contingency and Response Plan (SCRP) Hazardous Spills & Supplies**	The contractor shall provide a written Spill Contingency and Response Plan to the COR within five (5) calendar days of contract award date and shall comply with all applicable environmental laws and regulations pertaining to marine pollutants and/or port facilities.
4	**Port Licensing and Permits**	Business License (BL) issued in the State or Country. As well as a work permit issued by the applicable Port Authorities as evidence the contractor or its named Subcontractor(s) has legal right to work in/at the specified Port. The contractor

		shall provide documentation/copies (Prime and subcontractor(s)) to the CO for record within (2) calendar days of the date the contract was awarded.
4,6	**Union Agreements and Port Tariffs**	The contractor shall submit copies (2) calendar days of contract award date to the CO/COR, the most current version of the Collective Bargaining Agreement (CBA), and current year published port tariffs.
4	**Ordering – Canceling Services**	The contractor and COR/OO shall agree on ordering services shall include daily cut-off time(s) for ordering all S&RTS. Procedures for ordering services shall be provided within two (2) calendar days of contract award date.
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.
4	**Reconciliation and Validation**	The COR/OO and the contractor shall reconcile all services ordered within seven (7) calendar days of completing each vessel or DocWeek.
4	**Cargo Accountability and Documentation**	The contractor shall provide within two (2) calendar days after contract award date, the contractor shall submit to the COR samples of all documentation used for cargo accountability purposes for approval.
4	**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 and incoming contractor.
4	**Quality Control Inspection Plan (QCIP)** **Quality Control Inspection Checklists (QCIC)**	The contractor shall provide a QCIP to the CO and COR within ten (10) calendar days of contract award dates. The contractor shall submit the QCIC to the COR upon completion of every vessel operations mission.
4,5,6	**Planning Meeting - Meeting Participation**	The contractor or their POC representative shall attend all meetings as directed by the COR/ACOR.
4,5	**Start Times, Timelines, Timekeeping, Planned, Executed, Completion, Vessel Operation Meeting**	Load/discharge within the agreed timeline to avoid charges incurred due to delays.
4	**Contracted Labor Reporting Timekeeping** **Daily Port Work Accomplishment Plan Reports (Verbal or Non-Verbal)**	Compliance with Standards IAW all sections of the PWS

4	**Reports/Documentation**	Compliance with Standards IAW all sections of the PWS
5	**Point of Contact (POC)**	The contractor shall provide a dedicated POC operationally knowledgeable manager proficient in speaking, reading, and writing the English language to serve as a single POC. The contractor's POC shall interface with the USG during all daily meetings and operations and have decision making authority.
5	**Daily and Operational Meetings**	The contractor shall participate in all meetings regarding all vessel and terminal services to include but not limited to standard daily operations meetings, vessel planning briefs, boarding parties, quarterly command safety meetings, etc. as required. Meetings may be scheduled or unscheduled, and participation is mandatory by the contractor or their Contract Manager and shall be part of all operations.
5	**Instructions Manuals**	The contractor shall request, utilize and issue to their Contract Managers the following published ARTRANS-TEA MI -20, 21, 22 Modal Instructions
5	**Cargo Inspections, Documenting Discrepancies, & Verification of Door Seal Numbers**	The contractor shall report issues immediately to the COR and annotate on TCMD.
5	**Load/Discharge Common-User Land Transportation (CULT)**	Correct staging of cargo discharged from conveyance or correct destination loaded onto conveyance.
5	**General Cargo / Vehicle Preparation**	The contractor shall prepare USG cargo for onward movement for its final destination (inland/vessel).
5	**Vessel Discharge Plan Vessel Discharge**	Complete Execution of Discharge Plan with no cargo left on vessel in the agreed timeframe.
5	**Vessel Load**	Accurate Execution of Stow Plan within agreed upon timeline.
5	**Stuffing / Un-stuffing**	Cargo inspections
5	**Tallying & Checking Documentation**	Report due to COR no later than two (2) hours after completion of each shift
5	**Frustrated Cargo**	Report due to COR on a daily basis