PERFORMANCE WORK STATEMENT
STEVEDORING AND RELATED TERMINAL SERVICES

TERRITORY OF GUAM AND NORTHERN MARIANAS ISLANDS

GUAM PORT AUTHORITY, NAVAL BASE GUAM, AND SECONDARY PORTS OF SAIPAN AND TINIAN

Stevedoring and Related Terminal Services (S&RTS)
Performance Work Statement (PWS)
For
Military Operations Terminal
835th Transportation Battalion

Stevedoring & Related Transportation Services Performance Work Statement

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1. BACKGROUND AND SCOPE

1.1 Background. The United States Army Transportation Command (ARTRANS), headquartered at Scott Air Force Base (AFB), Illinois 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 ARTRANS warfighter to every war, major contingency, training exercise and humanitarian relief operations where our Military forces are needed and deployed.

1.2 Scope of Service. Provide Stevedoring and Related Terminal Services (S&RTS) at the primary seaport(s) located at the Guam Port Authority of Guam and Naval Base Guam (NBG) (referred to as "Guam" throughout the PWS), and secondary ports located on the Northern Marianas Islands of Saipan and Tinian (priced separately once identified) in connection with the import and export of Defense Transportation System (DTS) sponsored cargo. All tasks shall be completed per the requirements stated through the Performance Work Statement (PWS) in a manner consistent with Commercial Best Practices.

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

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

1.2.1.2 Contracted services shall include the capability to work multiple vessel(s) and vessel decks simultaneously at ports in Guam and secondary port locations as described in this PWS's Area of Responsibility (AOR) 24-hours a day, seven (7) days per week, and 365 days per year (see Section 6 for port location). All classes of supply are to include, but not limited to, military vehicles up to 150,000lbs, Ammunition & Explosives (A&E) and hazardous materials, as well as sensitive, controlled, refrigerated, and/or other general DoD cargo handled through all modes of transport.

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

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

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

1.2.1.4 The Contractor shall provide all the gear, Material Handling Equipment (MHE), materials, supplies, management, and sufficient amounts of qualified general and skilled labor to satisfy the full scope of operating seaport terminal for this contract. The Contractor shall make every effort to rectify any labor or Contractor Furnished Equipment (CFE) i.e., MHE shortfalls, for which the Government will compensate the Contractor by applicable commodity and/or man-hour rates as designated by the Schedule of Rates (SOR).

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

2. GENERAL SECURITY REQUIREMENTS.

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

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

2.3 Ground Rules and Constraints.

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

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

2.3.3 Completed Screening. Once the screening process is completed the results and the applicant request for clearance approval, will be submitted to the COR/ 835th Transportation Battalion (TB) for vetting through the 599th Transportation Brigade S-2 to ensure investigative and clearance requirements were obtained before the start date of the contract for review. Any derogatory information may result in the applicant's access being denied. Screening will be completed prior to any badge issuance. Screening maintains compliance with enhanced force protection measures through document examination, verification, biographical, and security interviews. Applicants denied access due to derogatory information may file an appeal to the CO and 835th/599th for review.

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

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

2.5.1 The Contractor personnel shall read and comply with applicable the Department of Defense (DOD) security regulations, policies, and procedures for access to installations and facilities. The Contractor shall comply with all requirements associated with NBG Installation Access Control (U.S. Navy Visitor Control Center).

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

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

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

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

2.7 Operations Security (OPSEC). Information provided during the course of performance shall only be released to personnel/entities who are providing specific services in support of the contract. The contractor shall implement appropriate safeguards to mitigate against the release of said information to third parties external to the transportation and logistics enterprise without prior permission. The Government and contractor shall operate in concert to sanitize transportation related information in order to provide only the most basic elements required to satisfy the requested service. In any case where there is uncertainty or ambiguity with regard to OPSEC protocols, the contractor shall consult the COR and/or CO for resolution.

2.8 Threat Related Incidents. Persons employed by the Government will report threat- related incidents, behavioral indicators, and other matters of Counterintelligence (CI) interest specified in AR 381-12, Chapter 4 the Facility Security Officer, the nearest Military CI Office, the Federal Bureau of Investigation, or the Defense Counterintelligence and Security Agency.

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

2.10 Base Access. The Contractor's employees, including sub-contractors will comply with base access and control procedures. Personnel not cleared for entry into the secured working area/s will be denied entry, and the USG shall not be liable for wages of such denied personnel.

2.11 Vehicle Identification. The Contractor shall obtain installation/port access clearance for any vehicles used in performance of this contract. The Contractor shall submit a comprehensive list of vehicles required during the duration of this contract immediately upon award to the COR in order to obtain access clearance. The list shall identify vehicle type, license plate, and owner/ company name. Personal Owned Vehicles (POV) shall not be authorized entry in and around USG equipment unless identified as official vehicles critical to the success of the mission. When submission of a new vehicle is necessary, only substitutions are acceptable to maintain a reasonable number of cleared vehicles authorized entry.

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

2.12 Privacy Information. Contractor and COR/ACOR, must ensure all personnel information

collected, maintained, used or disseminated is relevant and necessary to fulfil the requirements of the Contract. The Contractor will collect information to the greatest extent practicable directly from the individual and inform them of the reason collection of the information is required, authority for collection, who and for what purpose, whether disclosure is mandatory or voluntary, and the impact of not providing the information. Contractor and COR/ACOR will establish appropriate administrative, technical and physical safeguards for protection of paper documentation involved. These safeguards will ensure the security of records and prevent compromise or misuse during storage, transfer, or use, including transiting authorized alternative worksites. Privacy information collected must comply with Host Nation, DoD, and Army Regulation 25-22, whichever is more stringent.

2.13 Badges. All permanent and temporary personnel, hired directly or indirectly by the Contractor, performing work under this contract shall have in their possession a current Defense Biometric Identification Systems (DBIDS) badge for NBG or Transportation Workers Identification Credentials (TWIC) for ports where military operations is being performed. They shall display their DBIDS badge when required. a current Defense Biometric Identification Systems (DBIDS) badge for NBG or Transportation Workers Identification Credentials (TWIC) for other ports where military operations is being performed. The Contractor's management to ensure compliance with this requirement.

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

3. GENERAL SAFETY REQUIREMENTS

3.1 General Safety Requirements of the Contractor are defined within this section. Additional duties and requirements specific to the particular terminal(s) within the scope of this contact further defined in Section 6. All Army Safety Regulations can be found at http://armypubs.army.mil.

3.2 Enforcing and Monitoring Safety. The Contractor shall comply with, enforce, and monitor applicable USG safety and fire regulations. The COR will log any discrepancies within the defined quality performance process. The Contactor shall establish and maintain an effective and comprehensive safety program. The Contractor shall acquire, maintain, and require the use of safety equipment, Personal Protective Equipment (PPE) (29 CFR 1917.91-95/1918.101-106) and devices necessary to always protect all employees and Military and civilian personnel while working Military Operations at terminals, commercial truck yards, and on all vessel(s) containing military vehicle/equipment.

3.3 Safety Program Manager. The Contractor shall provide as part of its management staff a dedicated Safety Program Manager (SPM) and/or alternants as needed for each operation. The Contractor shall ensure the SPM is accessible and on site to observe all USG Operations. The SPM must ensure the Contractor's safety practices are monitored, damage/injury is investigated, and make corrections when deviations or departures from safety are observed.

3.4 Accident Prevention/Safety Program. The Contractor shall provide to the COR within two (2) calendar days of contract award date, their written plan for Accident prevention/safety program, for port/terminal operations for each port, per Federal Acquisition Regulations (52.236-13 Accident Prevention), and DA PAM 385-10 (Army pubs.mil).

3.4.1 Safety Stop. The USG reserves the right to call "safety stop" of the Contractor's operations

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

3.4.2 Safe Working Load Lift trucks, and Cranes. The Contractor shall adhere to local authority and Occupational Safety, Health Administration (OSHA), and DoD standards for "safe working load" for all Contractor Furnished Equipment (CFE) and MHE, to include all cranes (ship or shore). The Contractor shall adhere to all safety requirements when lifting cargo. The Contractor shall ensure all CFE/MHE driver/operators are Powered Industrial Truck (PIT) certified, only trained and competent operators shall be permitted to operate a powered industrial truck. All PIT operators must be trained and certified by their organizations [29 CFR 1917.27] or and have in their possession a PIT card, the PIT card shall designate all CFE/MHE that driver/operator are trained to operate [29 CFR 1917.27]. Crane Operators shall be certified to meet OSHA standards [CFR 29 1917.27]. The COR or other designated USG personnel at their discretion may stop any/all driver/operators and are trained on the equipment they are operating.

3.4.3 Personal Protective Equipment (PPE) Safety/Hazard Analysis. The Contractor shall ensure all Contractor personnel, including its Subcontractors, have and wear proper PPE. The Contractor shall provide to the COR a Safety/Hazard analysis that defines the proper PPE required to be used and worn when during terminal and/or port operations. The Safety/Hazard Analysis shall be provided to the COR within two (2) calendar days of contract award, whereas the COR and Safety Officer will monitor, and report PPE usage based on the Safety/Hazard Analysis. The Contractor shall provide to the COR within two (2) calendar days a new/updated Safety/Hazard Analysis when changes in operational scope occur.

3.4.4 Contractor Safety Briefings. The Contractor shall, as part of all commodity and extra labor operations, conduct and document safety briefings for all workers by name prior to all vessel, terminal service/operations and at each shift change. The Contractor shall provide a mandatory safety briefing to new personnel as they are added. The Contractor shall conduct safety briefings with the presence of a ARTRANS USG representative. The COR or ARTRANS Safety Officer may also participate in these briefings. The job Safety/Hazard Analysis should be the basis for safety brief content. The Contractor shall conduct safety briefings in the English language and the language understood by the labor/workers.

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

3.5 Reporting Accidents, Injuries and Damage

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

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

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

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

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

3.5.3 Reporting Timelines and Requirements

3.5.3.1 Within 8 Hours: Accident/Incident Information required from Contractor of accident/incident if severe damage to equipment, hospitalization of employees or loss of life:

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

3.5.3.2 Within 24 hours: Accident Information required from Contractor

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

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

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

3.6 Posted Speed Limits. The Contractor shall comply to all posted port speed limits for all vehicle traffic per local port directives. All security is controlled and handled by Naval Base Guam (NBG) security/police. The Contractor will abide by Security Rules and Policies on NBG, with security guards posted at gates and within restricted areas. Traffic signs and road names on NBG are posted.

3.6.1 The USG has further defined vehicle speed limits as follows for Military vessel/terminal operations at all piers/terminals/ports (unless specified).

- The maximum speed limit for vehicle(s) shall be inside a vessel, on vessel ramps, and/or dock/pier is less than or equal to5 MPH (walking speed).
- The maximum speed limit within staging areas is less than or equal to10 MPH.
- The maximum speed limit for roadways to/from staging to vessel the maximum speed limit shall be 10 MPH.
- The maximum speed limit for CFE/MHE speed limit is 10 MPH or less than5 MPH on vessels.

3.7 Vehicle Safety. During all operations, the Contractor shall not leave any vehicle (military or commercial) unattended when the engine is running, or if vehicle brakes are not operational. Military vehicles/trailers with air braking systems that are determined to be inoperable (i.e., air systems have been compromised, brakes have been caged or considered freewheeling) shall not be left unattended. Vehicles in this condition must be labeled clearly on all sides "NO BRAKES." Vehicles parked in staging lots shall have all wheels or tracks chocked blocked. Trailers shall remain attached to their prime movers, or if orphaned hand brakes set or wheels have chocked blocked.

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

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

3.10 Ramp Guards. The Contractor shall provide ramp guards stationed at all vessel ramps to direct traffic, monitor foot traffic, and alert personnel when vehicles are traversing ramps. All ramp guards shall have whistles and flashlights in addition to PPE. Compensation for the services defined in this paragraph are included in the commodity rates established in the SOR.

4 GENERAL CONTRACT ADMINISTRATION

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

4.1.1 Port Licensing and Permits. The Contractor, or its named Subcontractor(s), shall possess a valid and current Business License (BL) issued by the USG or host nation government as well as a work permit issued by the applicable authority for port operations. This will be evidence that the Contractor, or its named Subcontractor(s), has the legal right to work in/at all ports designated in this PWS. The Contractor shall provide updated documentation (Prime and Subcontractor(s)) to the CO and COR for record within thirty (30) calendar days of contract award.

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

** **NOTE**: Subsequent references to the Contractor shall imply 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 Union Agreements and Port Tariffs. The Contractor shall submit copies of the most current version of the Collective Bargaining Agreement (CBA) and current year published port tariff for the Port Authority of Guam within (2) calendar days of contract award date to the CO/COR,. The Contractor shall also furnish updated information about specific changes to union contracts, wage increases, local work rules, and CBAs as well as new port tariffs affecting USG cargo operations IAW the performance of this contract as they become available.

4.1.4 Port Services/Tariffs. The Contractor shall be responsible on behalf of the USG for all cargo handling costs related to handling and movement of USG cargo. The Contractor shall be responsible for coordinating with the Port Authority for use of port services, stevedoring, and facility support, whereas the Contractor shall incorporate those cargo handling fee/charges into all commodity rates for all port locations. 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 in 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.

4.1.5 Contract Managers. The Contractor shall provide a Contract Manager(s) and at least two (2) alternates as part of their supervision who shall be responsible for the performance level of all services rendered. The Contractor shall provide telephone numbers for each of the contract manager(s) and their alternates where these individuals may be contacted during and after duty hours. The contract manager(s) shall have demonstrated experience in directing and managing longshoring and stevedoring operations. The contract manager(s) and their alternates must be able to understand, the read, write and speak the English language and other language understood by its subcontracted labor/workers as necessary.

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

4.1.5.2 The Contract Manager(s) and alternate(s) shall meet as necessary with the COR to discuss contract performance or other problem areas or issues.

4.1.5.3 The Contractor shall not remove or replace the Contract Manager(s) or their alternate(s) without informing the COR.

4.1.6 Multiple Work Sites. During the performance period of this contract, the Contractor shall work simultaneous cargo handling operations, at multiple work sites, to include, but not limited to, working

vessel(s) operations (working multiple decks simultaneously), and performing reception and disposition services, Military/Commercial Line Haul (M/CLH) Trucks, call forwarding & staging yards. The Contractor shall have their Contract Manager(s) or alternate(s) 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 alternate(s) shall be available to the COR by telephone.

4.1.7 Ordering Services. The Contractor and COR/OO shall agree on ordering services including 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. The USG shall order services no later than (NLT) 1400 hours for 0800 hour start times for the next day or 1400 hours for 1800 hours start times for the same day. Example: Order services on Monday at 1400 hours for Tuesday morning 0800 hours start time, Monday start times shall be ordered on Friday.

4.1.7.1 All S&RTS performed IAW this PWS will be ordered using a Task Order (TO) system. Task orders will be assigned a TO number by ARTRANS G8 and then issued by an appointed OO to the Contractor and IAW Appendix C, Payment, Ordering, and Invoicing Instructions. Any work performed prior to an issued numbered TO will be at the expense of the Contractor.

4.1.8 Task Orders. All services shall be identified by the COR and conveyed to an appointed OO. The OO will develop an initial TO as soon as practicable and prior to the start date and time each day S&RTS are ordered. The OO will provide an "initial" Task Order (ordering template). The initial TO will identify all commodity, man-hour, miscellaneous materials or associated services agreed upon between the COR and the Contractor.

4.1.8.1 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. Any work performed prior to the OO issuing a numbered TO will be at the expense of the Contractor.

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

4.1.9 Cancellation of Services. Cancelation of services shall include daily cut-off time(s) for canceling all S&RTS. Procedures for canceling services shall be provided within two (2) calendar days of contract award date. Unless otherwise stated elsewhere, the USG and the Contractor shall agree, ordered services shall be canceled no later than (NLT) 1700 hours the same day as ordered for 0800 hours start time the next day, or at 0700 hours the next day for 1300 hours start times the same day. Example: Services ordered on Monday at 1400 hours for Tuesday morning 0800 hours start time, may be canceled at or before 1700 hours the same day as ordered.

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

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

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

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

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

4.2.1.2 Once reconciled, the OO will within seven (7) calendar days, or when practicable after large operations, finalize each TO accounting for actual Contractor performance per MT 288. The OO will submit a "final task order" to ARTRANS G8 for validation, once validated and dated the OO will forward the validated TO, to the Contractor, whereas the Contractor shall then invoice the USG. The Contractor shall submit their invoice for payment to the COR for validations/certification, if information on the invoice is found not match the TO or MT288, the COR will return the invoice back to the Contractor to correct or will validate & certify the Contractors invoice within and submit within (7) calendar days to ARTRANS G8 for payment processing.

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

4.3 Out-of-Pocket (OOP) Expenses. OOP expenses involve the reimbursement of actual invoiced 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.

4.3.1 Vendor Invoice or Receipt. The Contractor shall substantiate all OOP expenses by submitting the paid vendor invoice and itemized receipts to the COR/OO at reconciliation. OOP expenses will be

ordered and reimbursed only for mission related services, supplies, or materials identified by the COR/OO 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 to the COR/OO three (3) written estimates for all additional services, materials, supplies, or rental equipment prior to the purchase or rental for COR/OO approval. OOP expenses do not include expenses inherent to performing S&RTS commodity work. OOP expenses are for the purpose of purchasing as needed new supplies or non-durable goods on behalf of the USG.

4.3.2.1 The Contractor shall obtain written approval from COR/OO prior to the purchase of all goods & services considered. Whereas the COR shall seek CO approval for all OOP expenses exceeding $3500.00.

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

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

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

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

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

4.4.1.2 The Contractor shall not receive any compensation for cargo handling conducted by the Military during these training events unless commodity, extra labor, equipment rental, or other facility support services were ordered by the COR/OO. In the event of that situation, the USG will then compensate the Contractor per established rates in the SOR.
In addition to the above, the USG reserves the right to provide Military drivers to operate/drive (load or discharge to/from the vessel, or M/CLH truck) Military vehicles, aircraft or other cargo at any time determined to be the best interest of the USG to do so. During vessel, or M/CLH truck load or discharge, where military drivers or aircraft support staff were provided, the USG will only compensate the Contractor

for services provided i.e., lashing/unlashing for those vehicles/aircraft operated/driven by the Military or US civilian. All other Commodity rates shall apply for all other cargo fully handled by the Contractor.

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

- All management, supervision, safety manager(s), environmental compliance officer, or other Contractor staff.
- All planning activities to include all meetings.
- Contracted Services Reporting: Administrative and contract data and requested reports for all provided services.
- All directly employed or subcontracted Stevedores, Longshoremen, Tallymen, and Warehousemen i.e., all Classes of Labor, Foreman, Supercargo, General Labor, Skilled Labor I, II, & III, Skilled drivers, crane operator, gear man, mechanics, carpenters, (not all-inclusive personnel list).
- All employee administrative cost for benefits, guaranteed overtime, travel, or other cost.
- CFE, MHE, drivers/operators, gear, mechanics tools (manual & air), ramps, shop equipment, rigging, spreader bars, slings, wire rope, hooks, shackles, straps, and Military style slave cables.
- Ground transportation: i.e., trucks, van, ATV, buses, vehicles, contact maintenance vehicle (jump truck), and heavy tow-vehicles.
- Materials and miscellaneous supplies (PPE, safety devises, safety cones, dunnage, POL, fuel, and hazardous collection and/or cleanup supplies).
- Lashing & Unlashing for all conveyances (vessel, commercial/military trucks).
- Cargo accountability, cargo inspections, cargo and lashing inspections for vessel, and rail lashing inspections/movement.
- Tallying & Checking services (i.e., runners, scanning, documentation, vessel foot printing, and timekeeping).
- Ramps for loading conveyances.
- Cargo management (i.e., space, cargo consolidation, frustrated) towing, stacking, stripping, contact maintenance, safety/environmental)
- Housekeeping (e.g., vessel, yards, lots, warehouse, and facilities).
- Staging areas/yards area, set-up, and closure.
- All port tariff fees/charges associated to cargo handling (i.e. labor, MHE, staging space, etc.)

4.5.1 The following is a list by commodity number, and category and examples of vehicle, containers, breakbulk or aircraft they represent (not an all-inclusive list), not all commodities are:

- **Commodity 25- Milvan (ISO) Container (20'/40') packed w/ Explosives**
- **Commodity 35 – Aircraft**. Rotary or fixed wing
- **Commodity 40 – Breakbulk**. Field maintenance units M7-FRS or multiple stacked flat racks, skid mounted generators, or loaded 463l pallets etc.
- **Commodity 44 – Containers** - non-explosive, less than twenty foot in length (i.e., ISUs, Bicons, Tricons, Quadcons).
- **Commodity 45 – Containers** - non-explosive - 20'and 40' lengths or multiple knuckled,

>TEU containers configured into Twenty/forty Foot Units (TEU).

- **Commodity 60, 61, and 67** – Vehicles and Trailers - Classified by weight class.

4.6 Commodity Pricing. The USG shall compensate the Contractor for each single vehicle, trailer, container, or aircraft the Contractor handles. The Unit of Measure (UOM) shall be i.e., EACH (EA) for single pieces e.g. (Containers, Vehicles, Orphaned trailers, and Aircraft. Commodity category (35, 44, 45, 60, 61, 67) - EA)), prime vehicles/trailer combinations will be considered one piece. Breakbulk (BB) Cargo the UOM used is "Measurement Ton (MTON)" Breakbulk commodity (40) - MTON)), BB secondary loaded, nested, or stacked on cargo beds or trailer will be considered part of prime vehicle/trailer and counted as part of the prime vehicle or trailer. Stacked flat racks shall be counted as one piece.

4.6.1 Each commodity further divided by handling method, (lift, Roll, Tow) shall infer loading or discharge:

4.6.1.1 Lift-On/Lift-Off (LO/LO) - Cargo lifted on/off any conveyance (vessel, or M/CLH truck) by cranes of all types or rigged top/reach stacker.

4.6.1.2 On/Roll-off (RO/RO) - Vehicles driven, running, or moving under its own power with trailers pulled by its prime mover - Containers, breakbulk, loaded or discharged by CFE/MHE (MAFI/bomb cart).

4.6.1.3 Tow-On/Tow-Off (TO/TO) - Inoperable vehicles or orphaned trailers pulled by CFE/MHE towed on/off any conveyance or (vessel, or M/CLH truck).

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

4.7 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) rates (if needed) as established in (Schedule 2 & 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.

4.8 Commodity Rates. Commodity rates are intended as a 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 Common-User Land Transportation . Other than for tallying & checking cargo, cargo consolidation, stopping the flow of cargo from "staging to vessel or M/CLH truck" or from vessel or M/CLH truck to staging is for the convenience of the Contractor and at contractor expense, the USG will not pay additional cost associated to double handling the USG's

cargo unless requested and approved by the COR/OO in advance.

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

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

4.10 TABLE 1— Cargo Handling (Services) Operations.

****NOTE:** *The USG refers to the following cargo handling table (as definitions); the table does not define each as separate billable item(s).* Example: Schedule 1A1 - Loading Vessel. Loading cargo on a vessel will inherently include prepping the vessel for loading, moving cargo from its staged place of rest, that includes but is not limited to driving, towing, or draying the cargo aboard the vessel, and stowing that cargo in its designated stow location, then securing the cargo (lashing), and providing documentation, foot printing, tally & checking, and correcting any lashing deficiency per chief mates lashing inspections, and vessel housekeeping, debris removal, and reconciling the operation with the COR/OO.

4.10.1 TABLE 1

Operation	**Definition**
Loading	The act of moving cargo from its staged place of rest to a conveyance (vessel, M/CLH truck).
Discharge	The act of unloading cargo from a conveyance (vessel, (M/CLH trucks) 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.
Stuffing	The act of loading/moving cargo from its place of rest loaded 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, and/or Mobil loading platform MAFI's ® to its final place of rest.

4.11 Guaranteed Time, Stand-by Time, and Detention.

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

4.11.2 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, whereas the contractor will be compensated at published rates per (Schedule 2) of the SOR. Example: Guaranteed time is (8) eight hours (first/second shifts) and (5) five hours for third shifts. The contractor will be compensated by applicable Schedule 2 labor rates established in the SOR, based on shift and applicable rate. If commodity work is ordered for first shift, whereas commodity operation last only two hours. The USG will pay the difference in XL rates of (6) six hours guaranteed time per each union class of labor at the work site by the COR. The USG will not pay the guaranteed time to the contractor for management or supervision.

4.11.2.1 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.

4.11.2.2 The USG will not pay guaranteed time separately for laborers working commodity in conjunction with other classes of labor dependent upon others completing tasked associated to the commodity activity. Examples: vessel discharge operation is inclusive of determining the status of the cargo, unlashing and unloading cargo by draying it to its designated place of rest under one commodity rate. Lashers who finish unlashing are still on commodity (i.e., not guaranteed or detention time) until drivers have staged cargo in its final point of rest and all tallying & checking and inspections are completed. During a vessel load operation, after drivers complete the load, they remain on commodity rates until lashers have completed all lashing and all tallying & checking, and inspections are completed. While any portion of labor to include checkers working commodity, all are listed as commodity.

4.12 Stand-by (S/B) Time. Stand-by (S/B) Time (also may be called "waiting time") is defined as work stoppage, at the USG's discretion, for causes beyond the control of the USG or the Contractor. This includes but is not limited to breakdown of ships gear, inclement weather unanticipated or non-arrival of the vessel, non-readiness of the vessel, non-arrival of cargo, non- arrival of other conveyances (M/CLH trucks). In all such cases, the Contractor's time will be captured by the COR/OO on the ARTRANS form MT 288 as S/B time. The COR will negate the cause and/or direct the Contractor to S/B. The Contractor shall be compensated for S/B time at established XL base rates in (schedule 2) of the SOR. The USG will not pay the S/Btime for Contractor management/supervision.

4.13 Detention. Detention is defined as time lost due to work stoppage or interruption of work during commodity operation for causes beyond the control of the Contractor. Causes include but are not limited to changes in vessel, truck schedule and/or operational plan (i.e., change to staging or stow plans). Should the USG change planned work, halt work, or alter other plans during an operation, the COR will notify the Contractor. The Contractor shall advise the COR if able to continue working where work is available, and the Contractor may be directed by the COR to shift personnel to another location to reduce detention time.

4.13.1 Guaranteed time, S/B Time and Detention are subject to the following:

- Guaranteed time, Stand-by Time computed to the nearest five (5) minute multiple.
- Detention time paid in lieu of Extra Labor base pay rates.
- When detention time occurs during a commodity operation, the Contractor shall absorb the first 15 minutes or less. The Contractor's time will be captured by the COR on the ARTRANS Form 288 as Detention (D). The USG will pay the Contractor at the established detention base pay rates in Schedule 3A of the SOR for only those affected laborers, including checkers and equipment operators for each detention period more than 15 minutes including the first 15 minute period thereof and each minute thereafter. The USG will not pay detention time for CFE/MHE.
- During a commodity operation, the USG shall not pay detention separately to any class of labor working commodity in conjunction with other classes of labor working the same commodity operation or any part of a gang not required on a commodity activity. For example, unloading operation is inclusive of unlashing and unloading cargo to its designated place of rest or stow under one commodity rate. Lashers who finish unlashing are still on commodity time (i.e., not guaranteed or detention time) until drivers complete unloading and staging cargo in its final point of rest or stow and all tally and checking and inspections are completed. During a load operation, after drivers complete the load, they remain on commodity rates until lashers have completed all lashing and all tally and checking, and inspections are completed. While any portion of labor, to include checkers, are working commodity, all are listed as commodity.
- Any lost time due to the Contractor fault will be at the Contractor expense.

4.13.2 The Contractor shall provide to the COR approved documentation (time sheets or logbook) justifying all ordered labors time, detention time, S/B time, guaranteed time, or overtime at the end of each shift wherein the work is compared to the USG Timekeeper's logbook/records for completion of the ARTRANS Form 288 for approval of compensation. Failure on the part of the Contractor to do so at the time shall preclude compensation for the above situations except with COR approval.

4.14 Extra Labor (XL). When ordered by the COR/OO the Contractor shall provide personnel, CFE/MHE for miscellaneous or terminal services (see 4.14.2, 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/EQR rates established in Schedule 2 and Schedule 4 of the SOR.

4.14.1 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 or standby time that occurs during ordered extra labor operations.

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

- Carpentry work in excess of normal lashing, blocking and bracing
- Welding and burning in support of vessel or terminal services
- Re-handling, removing, and shifting of cargo (Military or commercial) onboard the vessel.
- Building or dismantling of sheathing and nailed floors
- Handling of ships' stores & materials
- Other miscellaneous vessel and terminal operations

4.15 Overtime. Overtime is defined as work being performed past established normal workday/shift, regardless of shift, unless further defined by local labor agreements, current Labor Law, or CBA then they shall apply. The standard work shifts, and work week consist of the first eight (8) hours on the first shift, the first eight (8) hours on the second shift and the first five (5) hours on the third shift, Monday through Friday. Work outside the standard work shifts on Monday through Friday and all work on Saturdays, Sundays, and Agreement Holidays is overtime work.

4.16 Overtime Rates Differentials. Unless otherwise established by local law or regulation governing wage compensation entitlements, whereas the USG defines overtime pay rate at 1.5% of the base hourly straight rate per (schedule 2) (together shall equal, time and a half or 150% of the established straight rate). Weekends and holidays overtime rate (unless otherwise specified by published labor agreements) shall be paid as regular straight rate plus the overtime differential rates when ordered and worked. (Schedule 3B) "Overtime Differential rate is the difference between the straight rate and overtime rate. Overtime pay for contractor management/supervision shall be at the contractor expense.

4.16.1 Overtime Pay. The USG shall only pay overtime when overtime is necessary and is worked, the Contractor shall, when directed by the COR/OO, work requested overtime (to include weekends and holidays), or when its more advantageous to complete vessel or terminal services. Overtime hours worked shall be rounded to the nearest five-minute increment. The Contractor shall not charge overtime for administrative tasks.

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

4.18 Start Time. The Contractor shall be flexible to the Military 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) but shall not include overtime until full normal workday hours are met.

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

4.19 Equipment Rental Rates (EQR). EQR shall be used to compensate the contractor for use of its CFE/MHE when approved by the COR/OO, as defined by its use elsewhere in this PWS, EQR applies to equipment owned and operated by the Contractor, and used while handling USG cargo in conjunction with XL ordered services. The Contractor shall provide an hourly and/or daily rate for CFE/MHE listed 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.

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

4.19.2 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.

4.19.3 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:

- 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.)
- 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
- Loading carrier owned ships gear (i.e., MAFI trailers) during vessel upload
- Unloading, moving, adjusting commercial cargo onboard the vessel

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

4.19.4 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/OO. Compensation for mobile cranes will be based on EQR rates established in Schedule 4 of the SOR.

4.19.5 Any EQR rented as "Daily" shall imply 24 hours of use. EQR shall be subject to the same conditions as above and paid as a cost reimbursement (OOP expense), all equipment used shall be subject to written approval by the COR/OO.

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

4.21 Contracted Services Reporting. The Contractor shall provide the following information (or reports) as requested by the COR/OO. Compensation for the requirements defined in this section shall be inclusive of all commodity rates established in the SOR.

The following information or reports.

- Timekeeping or a daily time keeping logbook, hatch logs, time sheets and tally sheets
- Cost data
- Daily port work accomplishment plan
- Verbal reports, or other requested data for verification of all services and contracted labor were provided for each shift/day's operations for the purpose of reconciling all ordered services.
- Monthly COR/OO 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) min for (detention, standby time after the 15 minute minimum) for all significant events of the day.

4.22 Timekeeping. The Contractor shall maintain timesheets, with 100% accuracy, for all contractual services furnished, and verify by the COR/OO. Timesheet shall include the following information:

- Date and time of operation
- Work performed on daily shift or continuous shift
- Number of personnel (employed or subcontracted), class/type of labor used, and hours worked
- Type, number, and hours CFE/MHE utilized
- Times and reasons for any work stoppages (detention, S/B time)

4.23 Cost Data. The Contractor shall segregate and accumulate cost data relating to this contract for each type of operation (examples: loading and discharging vessels, extra labor, detention, and CFE/MHE usage, etc.). The Contractor shall report this data to the COR/OO, no later than the first two (2) calendar days of each month for the preceding month.

4.24 Daily Port Work Accomplishment Plan. The Contractor shall provide to the COR/OO their daily port accomplishment plan. 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 twenty-four (24) hour period reports shall also include "man sheets" for clerks and headers. The Contractor shall provide this information at daily operations meetings.

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

4.26 Monthly COR & Contractor Meetings. The Contractor shall meet monthly with the COR/OO to discuss verbal reports or contractual issues (actual or anticipated), invoicing, unreconciled pay, and other

written report reflecting unresolved conditions or negative reports. identified at other monthly meetings. COR along with Contractor's representative will attend scheduled Naval Base Guam, Port Operations meetings to coordinate for the amount of staging and time required to conduct vessel discharge/load operations. All meetings shall have written for record (meeting minutes) shall be required for any commitments made between the USG and the Contractor.

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

4.28 Sample 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 reporting and cargo accountability purposes for approval.

4.29 Reports and Documentation

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

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

4.31 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.

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

4.33 Inventory of Government Furnished Equipment (GFE). 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 (PA) and/or a designated Property Representative will observe the physical inventory to assure 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-Furnished Equipment (GFE) transferred to the incoming Contractor.

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

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

4.36 Performance Requirements – Quality Assurance (QA).

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

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

- Performance Objective – A statement of the outcome or results
- Performance Measures – The critical characteristics of the objective that will be monitored by the USGSRS
- 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

4.36.3 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.

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

4.36.5 USG Observations. USG personnel, other than the CO, COR, ACOR or OO, will observe the Contractor's operations; however, they will not interfere with Contractor performance.

4.37 COR(s) and OO Contractor Performance Assessments. The COR(s) is the authorized USG representative(s) who will perform assessments of the Contractor's performance.

4.37.1 The OO is responsible for task ordering of all services based of mission requirements agreed to by the Contractor and COR. The OO responsibilities will authorize the Contractor to provide service and the reconciliation process for Contractor payment.

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

4.37.1.2 If the Contractor has contract concerns due to potential scope issues, prices, terms or conditions of the contract, or its management the Contractor shall contact the CO.

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

4.38 Quality Control Inspection Plan (QCIP). The Contractor shall provide a QCIP to the CO and COR within 10 calendar days of contract award date. It will emphasize quality control over all contract requirements. The QCIP will contain a Quality Control Inspection Checklist (QCIC) which, at a minimum, will contain all elements of the PRS.**4.38.1** The QCIP shall include the following:

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

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

4.38.3 Quality Control Files (QCF). The Contractor shall maintain a file of all Contractor inspections or tests including 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.

4.39 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.

4.40 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.

4.41 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 Federal Acquisition Regulation (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.

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

4.43 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.

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

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

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

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

of the above incidents.

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

5. GENERAL CONTRACTOR REQUIREMENTS.

5.1 General Duties and Requirements. Defined within this section. General duties and requirements specific to the particular port or terminal(s) within the scope of this contact further defined in Section 6. Unless otherwise specified per task, all services performed for all PWS tasks in (Section 5), shall be inclusive of all applicable commodity rates established in the SOR.

****NOTE:** The USG will provide the Contractor with as much information, documentation, and mission requirements as soon as that information becomes available and can be distributed of all inbound cargo by conveyance.

5.1.1 Contractor Services. The Contractor's services shall cover the full spectrum of ocean terminal operations including loading or discharging simultaneously, multiple types of vessels, Common-User Land Transport (CULT) assets (Military/commercial trucks), providing and operating staging and call forward areas, tally & checking services, facility services that may include the use of port provided cranes, and washing, rinsing or fumigation of imported cargo, and stuffing and unstuffing containers.

5.1.1.1 The Contractor shall provide Stevedoring and Longshoring services, when requested, as described throughout this PWS 24-hours a day, seven (7) days per week, and 365 days per year. The Contractor shall handle cargo through all modes of transport that will include all non-explosive classes of supply, outsized military wheeled and tracked vehicles weighing up to 150,000lbs, hazardous, sensitive and controlled vehicle/containers, priority cargo, aircraft, and other general DoD cargo.

5.1.2 Planning Meeting. Planning meeting(s) will be held prior to each mission at the 835th TB Guam Detachment Office at Apra Heights, Santa Rita or other 835th TB designated location, and 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 & 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, schedules for completion. The Contractor shall be informed no less than 24-hours prior to operational start dates/times of any changes that may affect the operation and identify at that time any necessary deviation that will require mutually accepted changes, new start date/time or other requirements.

5.1.2.2 The Contractor shall keep pace with cargo surge and sustainment of daily throughput capacity, ensuring all conveyances are loaded/ unloaded expeditiously and vessels are loaded/discharged on time to meet required shipping deadlines and timelines as agreed to between

the COR and the Contractor at pre-operations meetings.

5.1.3 Point of Contact (POC). The Contractor shall provide as part of its staff a dedicated primary POC, who is an operationally knowledgeable Manager/Supervisor proficient in speaking, reading, and writing the English language to serve as a single POC for the this Contract. The POC(s) shall be at each port location and where the USG is operating and ordering S&RTS support services. The Contractor's POC shall interface with the 835th TB COR/OO at all times, being present during all planning meetings, Rehearsal of Concept (ROC) drills, and vessel planning briefs. The POC shall have decision making authority in areas from planning, to execution, to billing.

5.1.4 Necessary Managers and Supervisors. The Contractor shall provide when necessary multiple alternate managers/supervision on/at-all work sites at the designated port(s) and for each mission/operation for each shift when working 24-hour periods. Those individuals shall also be able to communicate proficiently in the English language, have decision-making authority and shall act as the central POC between the USG and the Contractor during all commodity operations (e.g. truck, stuffing, striping and vessel operations).

5.1.5 Labor or CFE/MHE Shortfalls. The Contractor shall notify the COR/OO immediately of any contracted labor or CFE/MHE shortfalls that could affect USG operations at ports designated in this contract and shall communicate their plan to rectify those shortfalls prior to operational start times. The Contractor shall be held fully responsible to provide all classes of labor, CFE/MHE and in quantities that will fully meet all requirements stated throughout the PWS and agreed upon completion timeline. 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, and hold the Contractor liable for any incurred cost due to delays associated to those shortfalls.

5.1.6 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 (time and location shall be determined), 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(s) attendance shall be considered part the Contractors management responsibility. The COR will document/file a Contractor Discrepancy Report (CDR) for incidents where the Contractor failed to attend all meetings.

5.1.6.1 The Contractor shall compare all USG reports used to those produced by the Contractor, and identify any data discrepancies and recommend reconciliations to the COR.

5.1.6.2 The Contractor shall provide commodity services, general & skilled labor, material, supplies, and CFE/MHE based upon the operational requirements established and agreed upon timeline to complete those services at the daily or vessel operational meetings.

5.1.7 Seaport Damage. The Contractor shall take all precautions to protect port infrastructure to include terminals, piers, roadway surfaces, structures, crane rail tracks, or any other port and terminal property from any damages sustain, while driving/operating, towing, lifting, draying any USG cargo in the Contractors possession or control. Any damage caused by the Contractor shall be at the Contractor expense. The Contractor shall report immediately to the COR any incident resulting in injury or damage, caused to any personnel, USG cargo, CULT assets, vessel, or port property by the

Contractor, its 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 leaks caused by or not immediately reported by the Contractor to the COR or Safety Officer.

5.1.8 Safety Devices, Traffic Cones and Other. The Contractor shall provide traffic cones, caution tape, rope, safety devices/harness or signage for the control of pedestrian and/or vehicle traffic routes, staging yards, and foot traffic aboard the vessel. Traffic cones shall be standard size 60-80 centimeters, bright red or green in color, and weighed to prevent being knocked over. The Contractor shall supply enough traffic cones or other safety devises to visible designate safety routes or mark areas considered dangerous from falls or overhead dangers. Requirements defined in this paragraph are included in all commodity rates established in the SOR.

5.1.9 Instruction Manuals. The Contractor shall utilize and issue to their Contract Manager(s) the published SDDCTEA MI -20, 21, 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/CO, will provide these manuals to the Contractor within five (5) calendar days of contract award date. Digital copies will be made immediately available and hard copies can be requested through the COR. 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 ENVIROMENTAL AND HAZARDOUS RESPONSE

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

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

5.2.3 Environmental Compliance Officer. The Contractor shall provide a qualified Contractor employee who shall be 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. Requirements defined in this paragraph are included in all commodity rates established in the SOR.

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

5.2.5 Port Emergency Response Officer (PERO). 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.

5.2.6 Spill Contingency and Response Plan (SCRP). The Contractor shall provide a written SCRP 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. At a minimum, this plan shall comply with all applicable directives of the environmental guidance and instructions Maritime Emergency Response Guide (MERG) and United States Coast Guard (USCG). The Contractor's SCRP shall specifically describe how the Contractor will prevent and respond to spill incidents. In addition, an acceptable secondary containment plan must be submitted in writing as part of the SCRP.

5.2.7 Deliberate Discharge. In the event of accidental or deliberate discharge, and the Contractor fails to mitigate and report the environmental hazard or spill, the Contractor shall be held liable for all costs associated with the incident.

5.2.8 Hazardous Spills & Supplies. At no additional cost to the USG, the Contractor shall maintain supplies for emergency response for hazardous spills on thoroughfares or roadways within the port. The Contractor shall immediately contain the spill and wait for the emergency chemical response team to arrive. At no additional cost to the USG, 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 (10) ten gallon spill or (5) five cubic feet of materials, waste, or contaminants that may potentially affect the environment. The Contractor shall clean and dispose of waste materials per environmental standards.

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

5.2.10 Secondary Containment Units. The Contractor shall coordinate secondary containment units for all bulk POL storage tanks, fuel cans, barrels, bladders, etc. In addition, secondary

containment units' requirements apply to all tanks and/or containers from five (5) to 55 gallons to include mobile tanker trucks used for refueling operations. All secondary containment structures shall be free from soil and sand accumulations.

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

5.4 Hazardous Material (HAZMAT) Certification. The Contractor shall provide as part of this contract (at contractor's expense) two (2) POCs with HAZMAT certification for oversight in handling hazardous cargo IAW 49 CFR Part 172.704(d) for each operation and port location when handling HAZMAT cargo. The POC's shall ensure employees comply with proper handling and segregations of cargo. The Contractor's personnel shall meet the qualification for personnel who pack dangerous goods, load/unload cargo transport units, handle dangerous goods in transport, and load/unload dangerous goods into/from ships as specified in IMDGC Chapter 1.3, Training and 49 CFR Part 172 Subpart H; Training.

5.5 Personnel by Name. 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 *AR 600-55*. The USG reserves the right to stop Contractor personnel at any time to verify their qualifications against the approved list of personnel scheduled to perform driving functions. Any driver/operator found to be not listed or non-compliant, the Contractor shall remove that driver/operator from the vehicle or equipment, and the incident shall be documented by the COR who will report the incident in the monthly performance evaluation report.

5 DRIVER/OPERATOR & VEHICLE OPERATION

5.6 Driving/Operators - USG Vehicles and Familiarization. The Contractor's skilled driver/operator pool assigned to operate USG military vehicles in the performance of this contract will comply with the licensing requirements of the United States (US) and/or applicable motor vehicle laws of the host country. 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 driver/operators driving Military vehicles shall be familiarized in the following:

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

5.6.1 New Vehicle Models. At times, the USG may have field service representatives or vendor shall provide "familiarization" onsite for new vehicle modeled 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 participate at XL rates as established in (schedule 2) of the

SOR. The Contractor shall provide a list of all Driver/operators to the COR in attendance.

5.6.2 Vehicle Operator. The Contractor must provide documentation of all anticipated USG vehicle driver/operator and their qualifications to the COR two (2) calendar days after contract award date. The Contractor shall provide updated driver/operator list to the COR/OO prior to the start date/time for all vessel or terminal operations where military vehicles are being driven or moved. The COR will document/file a Contractor Discrepancy Report (CDR) for incidents where the Contractor failed to provide this list prior to the start date/times.

5.6.3 Possession of Commercial Driver's License. All Contractor personnel driving/operating USG Military vehicles oversized, overweight, wheeled or track vehicles, shall have in their possession a state issued Commercial Driver's License (CDL), (at their expense) type applicable to size/weight, with hazardous material endorsements (if applicable) prior to that driver/operator engaging in the operation of USG military vehicles.

5.6.4 Familiarization. In order to help maintain Contractor driver pools, the USG shall provide "familiarization" training onsite. The Contractor's designated drivers/operators shall attend those training events, whereas the USG shall compensate the Contractor for all vehicle drivers/operators attending at XL rates per (Schedule 2) of the SOR.

5.6.5 Sufficient Pool of Operators. The Contractor shall ensure that sufficient pools of vehicle driver/operators are available to operate USG Military vehicles within the confines of the port (29 CFR 1917) as required. Familiarization training on USG 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.

5.6.6 Remedial Training Program. 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 driver/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 drivers/operators before their return to USG operations.

5.6.7 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, DoD 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 replaced 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.

5.6.8 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.

5.6.9 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 the services defined in this paragraph are included in all commodity rates established in the SOR.

5.7 STEVEDORING AND RELATED TERMINAL SERVICES (IMPORT-EXPORT)

5.7.1 Planning of Operations. Upon notification, the Contractor shall start planning, commodity LO/LO, RO/RO, to include TO/TO operations often 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 the start date and time of the actual mission or operation execution.

5.7.2 Reception of Cargo at the Port. 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.

5.7.3 Cargo Reception and Planning the USG will:

- Identify the COR, ACOR, OO and Safety Officer to oversee its Military seaport operations.
- Provide command and control as Single Port Operator/Manager for ARTRANS Operations.
- Identify specialized, unique military equipment that require special handling and coordinate for handling this equipment as required.
- Maintain time keeping logbook for record of events for reconciliation for payment.
- Provide updated reports to the Contractor as specified within this contract.
- Compare contractor furnished reports with the USG reports, identify further discrepancies, and reconcile them with the Contractor.
- Provide a qualified point of contact for HAZMAT documentation and cargo handling.
- Provide ICODES staging plans, loading plans, vessel pre-stow & 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.
- Utilize Global Air Transportation Execution System (GATES) the system of record to document movement of cargo and pay.
- Provide personal digital assistant (PDA) i.e., scanners, to the Contractor.
- Provide Tally sheets or Military Shipping Label (MSL) as applicable.
- Process contractor activity pay into GATES or system of record NLT 48 hours after receipt of documentation, (delays to GATES processing may occur due to frustrated cargo records).
- As applicable to type of operations, provide a discharge report, manifest, cargo load list, and GATES on hand report.
- Assist to resolve cargo discrepancies such as overages, shortages and Hazardous Material (HAZMAT) documentation.
- Provide input on special handling requirements to include staging of HAZMAT,

sensitive, classified cargo, and refrigerated containers.

5.7.4 Vessel Loading and Discharging the USG will:

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

5.7.5 Cargo Inspection. Prior to handling USG cargo, the Contractor shall inspect all inbound Military cargo when the cargo is received (vessel, CLH truck, Military convoy) for pilfered, damage, leaks, documentation/labeling (missing or incomplete), container security seals missing/not matching seal numbers, placards, and other discrepancies. 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 damage discovered and not reported to the COR.

5.7.6 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.

5.7.7 Fuel or De–Fuel Vehicles and Generators. The Contractor shall fuel, or de-fuel vehicles/generators as needed IAW CFR49/IMDG regulations.

5.7.8 Terminal Services. All longshoring/terminal services listed in this section, unless otherwise stated shall be inclusive of all commodities in the SOR and schedules 1B3 and 1B4.

5.7.9 Common-User Land Transportation (CULT). The USG defines CULT assets as Commercial or Military Line Haul (C/MLH) trucks. The Contractor shall ingate CULT assets upon arrival, direct C/MLH trucks to designated staging area(s), whereas the Contractor shall inform the Cargo Distribution Section (CDS)/COR of CULT arrival and await disposition instructions.

5.7.10 Commodity Services Loading/Discharging CULT. The Contractor shall load or discharge CULT assets (i.e. C/MLH trucks) 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 and CFE/MHE (ramps, tow bars, spanner plates as needed).

5.7.11 Direct Loading/Discharge of Cargo. Due to deadlines, time constraints, cargo priority, or cargo type. The Contractor may be directed load/discharge cargo from one conveyance directly to another awaiting conveyance (i.e. vessel to CULT, CULT to vessel). The contractor shall agree, when direct loading/discharging cargo, where landing/picking cargo directly on/from CULT is made in one move, the contractor is entitled to only one commodity. 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 C/MLH truck pier side or lifted from C/MLH pier side and landed onboard the vessel is one commodity move; payment will be made for vessel load/discharge (1A1 or 1A2). Cargo directed to move from the vessel to staging area then directly loaded simultaneously during vessel commodity is considered two commodity moves and commodity payments will be made for both vessel discharge/load (Schedules 1A2/1A1) and C/MLH load/discharge (Schedule 1B3/1B4).

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

5.7.13 Loading Trucks. The Contractor shall disposition cargo for onward movement (i.e. port clearance) for its final destination by trucks (Schedule 1B3). 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 USGs provided or approved port clearance plan. The Contractor shall tally & check each piece of cargo, document, and inspect cargo documentation reporting any discrepancies to the CDS/COR and load the cargo on each truck in such a manner that no damage is caused by the Contractor. The Contractor shall ensure vehicles loaded shall have brakes set and secured by one set of chains/straps before movement of The Contractor shall assist 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 to depart. Compensation for this activity is in Schedule 1B3 of the SOR.

5.7.14 Mis-shipped cargo. Mis-shipped cargo is defined as the wrong cargo loaded on the correct conveyance for the correct 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. This includes CULT charges, as well as any charges associated with loading and discharging the cargo at both locations.

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

5.7.16 Military Convoys. Due to contingencies or training 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. The Contractor shall be compensated for loading or discharging military convoyed CULT assets when/if those commodity service are needed/ordered (schedule1B3 or 1B4 of the SOR).

5.7.17 Nesting and De-Nesting Cargo. Nesting and De-nesting cargo is defined as part of the preparation of cargo for vessel loading or onward movement (see above General Cargo / Vehicle Preparation) the act of loading/discharging breakbulk cargo onto or into another piece of cargo (Truck bed, container or flat racks) for the purposes of reducing cargo configuration or vessel stow footprint (Example: placing small generators or small non-TEU containers into the cargo bed of a five ton trucks or trailers). The Contractor shall document, tally & check all nested or de-nested cargo on tally sheets, 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.

5.7.18 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.

5.7.19 Instances of Secondary Loads. 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/pier 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 a USG Marine Cargo Specialist (MCS) or COR. The Contractor shall be compensated the appropriate commodity rate for each lifted piece if loads are separated under the hook.

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

5.7.21 Tally and Checker Scan. The Contractor shall ensure tally & 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 flat racks bundled/stacked, loaded containers without ISO fittings) loaded onto the PLS HET), would be treated as one piece of cargo, as there maybe multiple MSL to check and tally the Contractor shall ensure all pieces are accounted for.

5.8 VESSEL OPERATIONS. All stevedoring services for vessel operations listed in this section unless otherwise stated shall be inclusive of commodity rate (Schedules 1A1, 1A2, 1A1a & 1A2a).

5.8.1 Vessel Operations - Vessel Meetings. The USG will hold vessel planning brief, (usually a minimum of one (1) 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 Memorandum of Agreement (MOA) to 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.

5.8.1.1 COR Brief to Contractor. COR will brief Contractor with current known vessel information i.e., vessel berthing schedule, pier, as-stowed plans, vessel pre-stow planning, staging plans, Unit Deployment List (UDL), Concept of Operations (CONOP), and advise the Contractor on starting points based on stowed cargo priority that will be loaded/discharged during vessel operation. whereby the Contractor shall review those plans and together with the MCS/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, consignee cargo mix, distance to staging, and vessel type being worked.

5.8.1.2 Contractor Responsibility. 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.

5.8.1.3 Starting Vessel Operations. The Contractor shall prior to starting vessel operations, provide to the COR/OO, a list, all contractor personnel, employed or subcontracted personnel by name, and class of labor working vessel or terminal services. The contractor shall certify that all CFE/MHE are certified to operate the equipment they are assigned, and all drivers are trained to operate USG military vehicles they are operating. 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.

5.8.2 Vessel Preparation (Prep) (Loading or Discharge) Operations. The Contractor shall be responsible for all opening and closing vessel services for all vessel types. Unless occasioned by the vessel crew, the Contractor shall provide general, skilled labor, and crane operators to perform vessel opening and closing services not otherwise performed by vessel crews. 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 is included in the commodity rates per (Schedules 1A1 and 1A2) of the SOR. In cases where gangways are not available on the LO/LO vessels, and “port provided” for access to board the vessel, the Contractor shall be compensated for securing and erecting those gangways per XL rates per (Schedule 2) of the SOR.

5.8.2.1 Vessel LO/LO Operations. 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 MCS/COR of the probability of those delays.

5.8.2.2 Vessel Discharge. The Contractor shall attend vessel boarding party, prepare (prep) the vessel for discharge, set up safety devises, 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 as-stowed Integrated Computerized Deployment System (ICODES) plan by deck the location of all cargo being discharged from the vessel, checkers shall scan and manually tallying cargo, visually inspecting each piece, and reporting any damage or documentation discrepancies found during discharging the vessel immediately to the COR.

5.8.2.3 Breaking and Removing Lashing and Tiedown. 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.

5.8.2.4 Check and Tally all Discharge Cargo. 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).

5.8.2.5 Stage All Cargo. 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 classified, sensitive, and priority cargo per the discharge and staging plan and IAW current applicable regulations.

5.8.2.6 Housekeeping on the vessel. 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.

5.8.2.7 Vessel Loading. The Contractor shall attend vessel boarding party, prepare (prep) the vessel for Loading, set up safety devises, 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 Integrated Computerized Deployment System (ICODES) plan by deck the location of all cargo being loaded on the vessel, checkers shall scan and manually tallying cargo, visually inspecting each piece, and reporting any damage or documentation discrepancies found while loading the vessel immediately to the COR. The Contractor shall perform all vessel loading operations in the most "safest and efficient" means and in such a manner 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, classified, HAZMAT, and deadline inoperable vehicles IAW the USG's vessel pre-stow plan.

5.8.2.8 Call Forward Cargo. The Contractor shall call forward general cargo and vehicles to the vessel, whereas contact maintenance shall be on hand in staging lots/yards to determine vehicle status operationally.

5.8.2.9 Check and Tally All Cargo. 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.

5.8.3 Stow all Cargo. The Contractor shall stow all cargo IAW the USG's pre-stow plan (e.g., by deck). The Contractor shall handle all classes of supply to include classified, sensitive, and priority

cargo. The Contractor shall segregate hazardous cargo IAW current applicable regulations.

5.8.3.1 Housekeeping, Returning Gear and Clean Up. 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. Compensation for these services is included in SOR commodity rates.

5.8.3.2 As-Stowed Diagrams. The Contractor shall provide dedicated tallyman to support 835th TB, MCS in documenting vessel as-stowed 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.

5.8.3.3 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 set of lashing gear (front and back). The Contractor shall secure all cargo IAW ARTRANS TEA Reference - 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/MCS.

5.8.3.4 Record and Report Additional GFE or CFE. 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. Cost of materials furnished by the Contractor or purchased on behalf of the USG shall be reimbursed by (OOP expense).

5.8.4 Accountable for Delays. The Contractor will not be held accountable for delays in vessel operations resulting from circumstances not within the control or responsibility of the Contractor. Factors known to affect productivity may include and are not limited to inclement weather, USG augmentation, vessel condition, lack of tiedown points, or cargo condition. The USG shall compensate the contractor for those delays per detention or standby time.

5.8.5 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 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 paragraph 3.5 and submit the report to the COR/Safety Officer within (8) Eight hours.

5.8.6 Removal of Materials (Housekeeping). The Contractor shall remove all unused dunnage, lashing and securing material provided by the USG. The Contractor shall pickup 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's mate.

5.8.7 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.

5.9 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.

5.9.1 Loading or Stripping MAFI's. 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.

5.10 Staging. Staging defined as an area of the port adjacent to the vessel used for the placement of cargo after its receipt or discharged from any CULT conveyance (C/MLH) and placed in a designated final place of rest, for future movement, for loading a vessel or loading/discharging and/or performing port clearance (C/MLH). 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. Compensation for staging shall be inclusive of all commodities rates in the SOR.

5.10.1 Staging Area Requirement. The Contractor shall provide sufficient amounts of staging area to accommodate all USG cargo transitioning through the port. Staging shall be a continuous area to consolidate all USG cargo, load/discharge and if needed. It may double as aircraft staging/assembly/landing zone area. Staging area shall have but not limited to the following requirements:

- Staging area shall be an area or lot large enough to accommodate all USG cargo, with safety, and access lanes and located within the port and adjacent to the berthing/pier for the duration of each operation.
- Staging shall be cleared of all commercial cargo
- Staging shall be singular area in size
- Staging area shall be of hard stand (pavement or concrete)
- Staging area shall be sterile area, free of vegetation, insects, rodents, and standing water.
- Staging area shall be 100% lighted and secured by fencing with gated access 24 hours a day for the duration of the mission for which it's being used.
- Staging lots designated as assembly/landing zones for aircraft shall be clear of overhead obstructions, standing light poles and cleaned and swept (mechanically or manually) prior to its use.

5.10.2 Setting up Staging Yards. At the request of the Government, The Contractor shall set up staging yard(s) with cones and signage, and erect shelters with water points in accordance with staging diagram provided by COR. Compensation for staging shall be included in all commodity rates as established in the SOR.

5.10.3 Staging Plan(s). The Contractor shall segregate cargo as designated by the USG'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 USG will communicate changes or events that affect the staging plan as needed.

5.10.4 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/CO, designates as cargo is received into the port. USG cargo shall be received at the port by all modes of conveyance, once received the cargo shall be drayed to area/lot where the cargo is segregated, documented, and prepped for onward movement to its final destination.

5.10.5 Spotting or Pre-Staging Vehicles/Cargo. Prior to commodity operations and when directed by COR/MCS, the Contractor shall coordinate with the port authority for permission to pre-stage cargo in advance of vessel arrival i.e.; pier side, when time and space is available and more advantageous to the USG to pre-stage cargo pier-side prior to an commodity operation, the USG will compensate the Contractor for spotting cargo per XL rates (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.

5.10.6 Cargo Consolidation & Staging Management. The Contractor shall manage all staging areas/lots/yards in such a manner as to save space and usage. The Contractor shall be responsible for consolidating USG cargo by repositioning/moving/draying the cargo forward as needed.

5.11 Stuffing and Un-stuffing Containers. The Contractor when requested by the COR 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 MSDDC TEA MI - 23 (Tiedown Handbook for Containerized Movements) and TM 55-2200- 001-12, applying its container door seal (provided by the USG). The Contractor shall un-stuff cargo from containers, transporters, or flat racks to a designated place of rest or for customs inspections, Un-stuffing includes removal of labels, blocking and bracing debris and nails and the reinstallation of the contents and its blocking and bracing. Compensation for the services defined in this paragraph shall be at XL/EQR rates (Schedules 2 & 4) of the SOR.

5.11.1 Pallets/Boxes. The Government may require the contractor to 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 secure, dry location. The Contractor will be reimbursed (OOP Expenses).

5.12 Weighing Containers. The Contractor shall provide (when requested or labeled weight discrepancy are reported) the gross conveyance weight and the associated conveyance number to the COR. 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 the services defined in this paragraph shall be at XL/EQR rates (Schedules 2 & 4) of the SOR.

5.13 Customs and Agricultural Inspection. 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, removing or reinstalling 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 & 4). Security door seals shall be provided by the USG or may be locally purchased as an OOP expense.

5.14 Checking & Tallying Services. The Contractor shall provide Tallying & Checking services as part of all commodity or XL 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 able to locate each per cranes as 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 no later than (2) two hours after the completion of each shift, or operation unless otherwise specified. Compensation for the services defined in this paragraph are included in all commodity rates established the SOR.

5.14.1 Contractor Scan. 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, tallied & checked for accountability. Compensation for the services defined in this paragraph are inclusive of the commodity rates established in the SOR.

5.14.2 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, to include replacing thereof. Compensation for services defined in this paragraph paid at manhour rates established in (Schedule 2) of the SOR.

5.14.3 Documentation. The Contractor shall provide all documentation requested by the COR IAW the PWS. Documentation, defined as the process of capturing cargo data (manually or scanned). Documenting cargo status, and accurate cargo details (e.g., correct dimensions, model number, seal numbers, identification of HAZMAT, linked cargo, 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 the services defined in this paragraph is included in all commodity rates are established in the SOR.

5.14.4 Personal Data Assistant (PDA) Scanners. The Contractor shall pickup and return PDA scanners and all cargo documentation to the 835th TB Cargo Documentation Section (CDS) unless otherwise specified by the COR.

5.14.5 Scan Document all Cargo. The Contractor shall document (scan and manually tally sheets) all cargo arriving or departing via vessel, C/MLH truck, car carrier, drive, tow, moved, shift, transfer, or by convoy. The CDS section will instruct checkers on PDA scanner usage and/or tally forms. The Contractor shall retrieve scanners and tally sheets from the CDS section no earlier than one-hour prior each shift or operation commencement. The Contractor during each operation shall return each scanner and tally sheet(s) to the CDS section in (4) Four-hour increments where they will be issued a new PDA scanner to continue with (if needed) the mission. The Contractor shall provide checking & tallying services for Military convoy's when requested by the COR. Compensation for services defined in this paragraph are included in all commodity rates established the SOR.

5.14.6 Documentation (CULT assets). When loading CLH, the Contractor shall:

- Return original truck load tally sheet(s) to the driver for billing

- Provide a second copy to CDS section at four (4) hour intervals
- Retain the third copy for their records.

5.15 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.

5.15.1 Not on Cargo List or Frustrated. 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.

5.16 Towing Vehicles and Trailers. The Contractor shall not use military vehicles (as their prime mover (wheel or tracked)) to tow other Military vehicles, or 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 DOD 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, (http://vertexintl.com/media/2018/09/02-US- Army-Tow-Bar-Smart-Book.pdf).

5.16.1 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) weighing up to 150,000lbs. (68,038.9 kg.) in dead weight.

5.16.2 Recover and Load Deadline. 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 ("e" category) 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.

5.16.3 Enforce Operational Requirements. The Contractor shall enforce the following operational requirements when towing vehicles: (vessel, or staging areas)

- Vehicle driver/operator shall adhere to <5 MPH while towing vehicles onboard or off vessels.
- Driver/operator shall not move vehicles without assistance of ground guides, minimum of (2) ground guides when backing vehicles/trailers.

- Safety chains should have safety clips on hooks to prevent them from disconnecting during towing operations.
- Tow Bar locking pens shall be secured/clipped or pinned in place to keep for slipping.
- 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.
- Towed vehicles with compromised air braking systems or disengaged (caged brakes) shall also use braking vehicles when going down vessel ramps with grades greater than 20% or in weight commodity 61/67.
- Inoperable trucks and/or trailers with uncompromised air braking systems shall be aired up to unlock brakes while towing.

5.16.4 Heavy Towbars and Gears. 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 all Ports of Mid-Atlantic as required. Movement of CFE/MHE heavy tow vehicles and tow equipment/gear between facilities or other seaports shall be at the expense of the Contractor.

5.17 Contact Maintenance Requirement. 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 end when the vehicle/trailers are in its designated final place of rest on the terminal. During vessel uploads maintenance responsibilities begins from the staging lot/yard and ends when the cargo is secured in the final place of stow on board the vessel.

5.17.1 Maintenance Responsibilities. During terminal service work (C/MLH trucks) maintenance responsibilities begin in the staging lot/yard and ends when the cargo is secured on C/MLH trucks begins at reception (C/MLH trucks) and ends in 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 (Prep)) for onward movement. Compensation for services defined in this paragraph for contact maintenance, is inclusive of all vessels, C/MLH trucks, load/discharge commodity rates established in the SOR.

5.17.2 Equipped and Capable. 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. in order to be loaded or unloaded from each conveyance (vessels, C/MLH trucks).

5.17.3 Contact Maintenance Team (CMT). The Contractor shall ensure the CMT be proactive, checking the operational status of equipment being loaded and/or off-loaded from vessels, CULT assets. 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 maximum of 15 minutes on any "one" vehicle before the determination is made to tow the vehicle(s). The work of the CMT is to enable the movement of inoperable vehicles 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 in order to complete mission operations. Compensation for services defined in this paragraph for contact maintenance is inclusive of all vessels, trucks, load/unload commodity rates established in the SOR.

5.17.4 Contact Maintenance Mechanic(s). Each CMT shall consist of a Lead Mechanic (skill level

III) and Mechanic (Skill Level II) both 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 15 minutes, whenever possible.

5.17.5 Contact Maintenance Vehicle(s) (CMV). The Contractor shall provide CFE/MHE i.e., contact maintenance vehicle(s) and equipment for vessel or terminal operations, that shall be able to maneuver easily throughout the vessel and/or staging lots/yards 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, traffic cones. Slave cables and tow bars unique to Military vehicle are required. 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.

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

5.17.7 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 (15 minutes). Repair parts such as tires or batteries may be furnished by the USG "if available".

5.17.8 Request by COR. The Contractor shall, when requested by the COR, replace tires or batteries when available or change or replace flat or damaged tires with spare tires from the or other vehicles. The Contractor shall be compensated for changing tires and/or batteries at XL rates established in (Schedule 2) of the SOR. The Contractor shall obtain COR/OO written approval before extensive repair work is performed.

5.18 CRANES, RIGGING GEAR AND MHE

5.18.1 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), in crane operations & crane rigging.

5.18.2 Crane Rigger(s). The Contractor shall have a qualified riggers during hoisting activities for assembly and disassembly work applicable 29 CFR requirements. 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 applicable 29 CFR requirements. Riggers shall inspect and rig, heavy lift slings used in loading/discharging all operations for vessels, C/MLH trucks, LO/LO operations. One certified rigger shall be present at all times during lifting operations to ensure safe and proper selection of lifting gear, rigging techniques, and lifting points on Military vehicles/trailers are being employed and utilized correctly.

5.18.3 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 29 CFR 1917.50. 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 shall include tag lines.

5.18.4 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.

5.18.4.1 Mobile Crane Service. The Contractor shall have the capability to provide mobile cranes from 50-250-ton capacity. Mobile crane cost shall include (if applicable) mobilization setup, and tear down, crane rigging gear, fuel, POL, and crane operator(s). The Contractor shall furnish extra heavy lift equipment/gear if needed in addition to crane rental equipment. Compensation for mobile cranes will be based on EQR rates established in Schedule 4 of the SOR.

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

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

5.20 Ramps. The Contractor shall coordinate with the Port Authority to provide "mobile ramps" for loading or discharging C/MLH trucks. The Contractor shall, if necessary, transport ramps to/from staging areas for loading/discharging operation.

5.21 Source for the Contractor. The USG, at its discretion, may source for the Contractor, equipment, materials or supplies in support of mission readiness, whereas the Contractor shall order and pay on behalf of the USG. The Contractor shall account for all USG-owned supplies and materials not used in the operation and store or return such materials to the USG, as received/purchased. "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 paid receipts/invoices and approved as an OOP expense by the COR/OO/CO.

5.22 Aviation Support. At the request of the COR, the Contractor shall provide support equipment (small cranes, scissor lifts, and tugs) for ground handling of aircraft. Aviation unit personnel shall provide organic equipment such as aircraft hoisting adapters, lifting slings, towbars, and other equipment unique to their aircraft. In the event, a Port Support Activity (PSA) is not available or does not have all the required equipment, the Contractor shall provide, or source specialized equipment as requested by the COR. All equipment ordered will be reimbursed under the OOP expense provisions of the contract. All such equipment, whether PSA or Contractor supplied, must meet load testing standards prior to use IAW TB 43-0241.

5.23 Ground Transportation. The Contractor shall provide transportation (i.e., trucks/trailers, van,

trucks, RTV, CMV, or buses) at Contractor expense for transporting its 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 cost to move, setup or tear down of all CFE/MHE used or rented. The contractor's vehicle operator with DBIDS card is authorized to drive and park within public facilities, piers, and business establishment. Operators are not authorized in restricted areas (posted).

5.24 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 of the Contractor's CFE/MHE they would have customarily been allocated to the performance of this contract at rental rates established in Schedule 4 the SOR at time of requirement. The USG will accept such gear and CFE/MHE as it may elect to rent where is and as is, and furnish fuels 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 as good condition as originally received, fair wear and tear excepted.

5.24.1 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 calendar 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.

5.25 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 (FAR 52.233-1).

5.26 Inland Transportation. Inland transportation defined as the onward movement of cargo that involves transporting cargo from origin to final destinations or trans-shipment point(s) designated within 50 miles of port of origin for further movement by means of inland conveyance (i.e. line haul tractor/trailers).

5.26.1 Pre-Operation Meeting and List Stating the Quantity and Capacity. Prior to onward movement, COR and contractor will complete pre-operation meeting. The COR will provide a list to the Contractor detailing the quantity and capacity of equipment needed/used to transport the USG's cargo. Equipment type, number, dimensions, and timeline shall be agreed upon by 835th TRANS BN/599th TRANS BDE's customer before start. The COR shall submit requirement to the contractor at the pre-operation meeting or earlier. This is to provide the contractor with enough time to coordinate assets. The COR shall assist to coordinate convoy escort service through the Naval Base Guam, as necessary. Compensation for inland transportation is an all-inclusive rate per schedule 9 of the IGCE (SOR).

5.26.2 Contractor Shall Coordinate Movement. The contractor shall coordinate onward movement of cargo via convoy for efficiency, security, and safe transit of the USG's cargo. The contractor shall coordinate the onward movement in such a manner as not to accrue storage fees for cargo transitioning into the port. The contractor shall transport cargo in a timely manner to its destination and/or from storage sites to trans-shipment point/ports. The contractor shall inform the COR daily, the status of cargo upon its arrival at the port for port clearance, failure to notify the USG that cargo storage fees may be assessed shall be responsible at contractor expense for storage charges assessed on USG cargo.

5.26.3 Furnish the Transportation Emergency Tow/Repair Plan (TETCP). The contractor is

responsible for providing to the COR a comprehensive, detailed Transportation Emergency Tow/repair Capability Plan for each convoy mission. The Contractor shall (as necessary) may also subcontract cargo disposition by third party logistics with commercial line haul transportation providers, whereas those 3PL's shall adhere to the same TETCP requirements. The contractor shall retain an original signed copy and provide the TETCP along with a Delay Transit Report in event of convoy's being delayed that exceeds one hour in duration.

5.26.4 CFE Safe and Serviceable Condition. CFE or contracted 3PL's (e.g. Semi-tractor, flatbed or lowboy heavy lift trailers) used to transport U.S. Government cargo will be maintained in safe and serviceable condition as to minimize breakdowns or flats while in route. All CFE/3PL used shall include driver/operators, fuels, POL's tarping/untarping, lashing/tiedown/strapping, loading/discharging, tolls, or other fees, and shall carry at minimum, fully mounted spare tires for both the tractor and trailer.

5.26.5 Prior to Movement of Assets. Contractor shall certify to the COR, all CFE/3PL meets minimum safety and serviceable standards listed but not limited to the following:

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

5.26.6 Transportation of USG Cargo to Origin Ports. The contractor may be requested to provide inland transportation assets to transport/pick up DTS sponsored/booked cargo to/from trans-shipment point(s) sites or from other destinations designated within 50 miles of origin seaports within the Naval Base Guam. Compensation for services provided shall be at rates established in schedule 2 and 4 of the SOR.

5.26.7 Intra-Terminal Transfer of Cargo. Intra-terminal transfers are defined as repositioning of cargo from its final designated point of rest (staging lot) to another location within the port/terminal. Compensation for transferring cargo shall be at established rates in schedule 1F of the SOR. Cargo/yard management of cargo of stopping the flow of cargo from "staging to vessel stow" or from vessel stow to staging is for the convenience of the Contractor and at contractor expense.

5.26.8 Checking and Tallying (C&T). The contractor shall provide C&T services for all cargo handled during all port operations. The contractor shall report all damages and shortages and shall provide a copy of all C&T reports (signed by the checker) to the COR no later than 2 hours after the completion of each operation or work shift, unless otherwise specified.

5.26.8.1 Inclusive of Checking and Tallying. Inclusive of C&T services, the contractor shall scan MSL's and manually tally (by tally sheet) all cargo data, and capture Radio-Frequency Identification (RFID) tag information. Vehicles/trailers containing nested cargo (carrying cargo in the bed) with separate MSL will be treated as a single unit for billing purposes and will be reimbursed under the applicable commodity rate for the prime vehicle or trailer. The Contractor shall ensure all cargo is checked and tallied for accountability to

include unlabeled cargo found nested.

5.26.9 Documentation. The contractor shall provide all documentation requested by COR and IAW PWS. The contractor shall document (scan and manually tally) cargo arriving or departing via vessel, truck, car carrier, drive, tow or by convoy. The CDS section will instruct checkers on scanner use and tally forms. The contractor shall retrieve scanners and tally sheets from the CDS section no earlier than one hour prior to each operation commencement. During each operation, the contractor shall return each scanner and tally sheet(s) to the CDS section in four-hour increments where they will be issued a new scanner to continue with (if needed) the mission. The contractor shall provide tally and checking services for military convoy (s) when requested by the COR.

5.26.10 Requirements When Loading Vehicles. The contractor shall complete the following.

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

5.26.11 Out of Guage Cargo (Over Dimension/Overweight Cargo). The contractor shall ensure drivers transportation Out of Guage (OOG) cargo on Territory of Guam roads coordinate for OOG permitting with Government of Guam, its Office of Highway Safety and Utility. Link is https://dpw.guam.gov/contact-us/.

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

5.26.13 Ammunition and Explosive (A&E) Requirements on Territory of Guam. Contractors will ensure A&E drivers comply with NAVBASEGU Instruction 8023.7G. JRM ESO will provide DD Form 626 (Motor Vehicle Inspection) for off-station transportation of A&E, as required. Contractor will ensure drivers transporting ammunition and explosives on Guam roads have the following documentation.

- Commercial driver license with HAZMAT endorsement.
- Permit to transport ammunition. The application document is through the Guam Fire Department Office and located on its web page. Link is https://gfd.guam.gov/resource/. Form name is Operations Permit Application.
- Current truck and chassis registration.
- Copy of bill of lading.

6 PORT - TERMINAL SPECIFIC REQUIREMENTS

6.1 Scope of service. The 835th TB headquartered at Naha Military Port, Okinawa, Japan, and its Guam Detachment serves as the Single Port Manager (SPM) for Department of Defense booked cargo transiting through Guam, Tinian, and Saipan.

6.1.2 Sufficient Number of Personnel. The Contractor must have sufficient amounts of trained, qualified personnel and CFE/MHE capable of handling multiple and simultaneous vessels, and C/MLH trucks operations at specified ports.

6.1.2 Transfer of Cargo. The Contractor may be requested to perform intra port transfers of cargo from a designated final place of rest to another designated place of rest within the operational port area. Compensation shall be per Schedule 2 & 4 of the SOR. The Government will not pay transfer fees on cargo being moved during a commodity operation.

6.2 Additional Physical Security.

6.2.1 Military Base Access. The Contractor shall ensure that all of their personnel will adhere to all security requirements set forth by the NBG (NBG) Commander and adhere to military standards for the protection, and security of the personnel of the 835th TB, and USG cargo at all times during the life of the contract.

6.2.2 Current Identification Card. All permanent and temporary personnel, hired directly or indirectly by the Contractor for work to be performed under this contract, shall have in their possession, and displayed when required, a current Identification Card (ID card) issued by the Port Authority of Guam or by NBG when working on base. The Contractor's management shall ensure compliance with this requirement IAW Transportation Security Administration and 33 CFR, Chapter 1, Coast Guard, Department of Homeland Security, Subchapter H, Part 104 – Maritime Security: Vessels.

6.2.3 DBIDS Documents. The Contractor is required to obtain access to NBG by coordinating directly with the NBG Security Office.

6.2.3.1 Documents Required to Access Naval Base Guam. The contractor will be required to submit documents to the NBG Security Office for NBG access:

1. Navy Base Contract Information Sheet
2. Navy Form SECNAV 5512-1
3. REAL ID (Driver License / Passport or Social Security Number Card)
4. Biometric Form for Foreign Nationals.

6.2.4 Physical Security at Port. The Contractor shall take additional physical security measures to maintain heighten security requirements for USG personnel and cargo in addition to port security as necessary and when requested. The Contractor shall discuss and receive written request/approval from the COR/OO/Security Manager 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 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 security personnel. Requested additional physical security shall be compensated based on rates Schedule 6 or OOP if rates do not exist.

6.2.5 Container Security Wall. The Contractor shall provide when requested (20ft. or 40ft. containers) for the construction of a security perimeter wall at each named port facility when requested. 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 doubled stacked shall be locked with container locks at each corner between the upper and lower container. Compensation for rental of containers shall be billed per container, per day, and invoiced per rate provided in Schedule 6 of IGCE.

6.2.6 Portable Fencing. The Contractor shall provide security fencing when requested. 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 shall be based on a per meter basis. Cost shall include all gates, hardware, barbed wire, fittings, supports, and installation and/or removal (OOP expense).

6.2.7 Mobile Light Tower. 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 tower 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.

6.2.8 Security for Military Aircraft, or Specialized Cargo. The Contractor, at the request of the USG, shall provide additional security for staged Military aircraft or 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 aircraft or Vehicles/Containers shall be under continuous surveillance (OOP expense).

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

6.3.1 Personnel list. A comprehensive list of personnel Contractor may use during the duration of this contract shall be submitted within minimum of two (2) calendar days of contract award in order to

obtain security clearances. The list shall identify full name, date and place of birth, residence and employer/company name of a reasonable amount of personnel, not more than double the amount normally needed, and shall be submitted with a legible copy of a valid identification document. When submission of a new person is necessary, it shall always be in substitution of an already cleared person. Substitutions are only accepted in order to maintain a reasonable amount of cleared personnel that have authorized entry. Contractor is responsible to ensure that, one (1) day prior to start of operations, all personnel are indeed cleared for entry.

6.3.2 Additional Safety.

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

6.3.2.2 Adhere to Working Safety Program. The Contractor shall adhere to the 835th TB Working Safety Program. These programs will be administered by a Joint Committee of Management and Labor in each port and shall utilize the general work rules; and also encompass safety and health matters arising under various statutes, including the Occupational Safety and Health Act.

6.3.3 Personnel Safety Equipment. All persons entering the Port/Terminal, shall wear highly-visible safety vests or outer clothing, and shall utilize such other safety equipment such as hard hats, protective clothing and shoes, safety eyewear, hearing protection, gloves, chemical resistant boots, and/or other equipment when in designated areas that require PPE to be worn.

6.3.4 Explosives Safety. Operations that involve explosives movement or handling the Contractor shall meet the following.

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

6.3.4.2 Training Tracking and Reporting. 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.

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

6.3.4.4 Explosives Safety Violations. 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.

6.4 ADMINISTRATIVE (Additional Port Administration).

6.4.1 Hours of Operation. The Contractor may be required to perform simultaneous operations at Guam, Tinian, or Saipan ports 24 hours per day, seven (7) days per week, and 365 days per year. The USG will give the Contractor as much notice of upcoming missions as possible or no less than 48 hours in advance. A planning meeting will be held prior to each mission at the designated location, and technical direction will be given to establish when Contracted services are to commence. In addition, the COR/OO/MCS 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.

6.4.2 Operational Start Time. 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 Ports of Guam/Naval Base Guam as follows (subject to change).

6.4.3 Published Regular or Normal Working Day. Published regular or normal working day shall at the Ports of Guam/Naval Base Guam consist of 12 hours from 0700 to 1900 (day 1st shift), and 1900 hours to 0700hrs (night 2nd shift). The regular or normal working week shall consist of 40 hours. Operations involving ammunitions at Naval Base Guam (ammunition) will only be conducted during daylight hours.

Monday through Friday	Day Shift - 1st Shift	0700 to 1900
	2nd Shift	1900 to 0700
Saturday, Sunday & Holidays	1st Shift	0700 to 1900
	2nd Shift	1900 to 0700
Vessel hours	1st Shift	0700 to 1900
	2nd Shift	1900 to 0700

6.5 USG Operational Hours (subject to change). The Contractor shall at the discretion of the USG. Extend/change operational hours for vessel operations may be 0700 hours to 2300 hours or extended into 24-hour operations.

6.5.1 Shift Change. The Contractor shall be responsible for protecting the safety and health of all personnel (Contractor staff and subcontractor staff) 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 (8) Eight hours of rest within 24-hour period. The Contractor shall further evaluate the fatigue of its labor when/if USG operations are continued into 2nd shift or 24-hour operations, extended work hours may increase the risk of injuries and accidents and can contribute to further worker fatigue. 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 their observation of the worker(s) and the Contractor shall determine if there is justifiable cause for release.

6.5.2 Information. The USG will furnish Managerial Information as follows:

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

6.5.3 Customs Documentation. The Government shall provide all customs documentation necessary for clearing all cargo from/to the port.

6.6 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.

6.6.1 Portable/Temporary Office Space. The contractor shall provide temporary office space for exclusive use by 599th Transportation Brigade, 835th Transportation Battalion or other designated USG personnel during vessel and terminal operations. Each office provided shall have a minimum of 160 square feet of interior space and be located within the designated operational area (staging area or pier side). 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:

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

(1) Furniture: Three (3) six-foot folding tables and ten (10) folding chairs.
(2) Environmental Control: Year-round heating and air conditioning capable of maintaining a comfortable working environment.
(3) Electrical: Sufficient standard 120-volt electrical outlets, or a 120/240-volt transformer, 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 Defense (DoD) internet connection, including modem/routers, providing unrestricted internet connection located within the operational area during vessel and terminal operations. The internet connection shall be Wi-Fi or hardwired. Must allow a minimum of 10 simultaneous device connections. Connection performance shall be the best commercially available in the area with a minimum download speed of no less than 30Mbps and an upload speed of 2 MBps. Section 899 devices are not allowed (aka the Anti -Huawei Rule). The contractor is responsible for transport, setting up, and removal of all temporary structures at work

sites, piers, and wharfs.

6.6.1.2 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 folding tables and chairs may be ordered utilizing the rates established in Schedule 6 of this SOR.

6.6.2 Portable Latrines and Hand Washing Station. The Contractor shall provide portable latrines (port-o-lets) installed in the operational area during each mission. The latrines shall be water flushed or chemical type and supplied with toilet paper, 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 & sanitizing service and replenishment of supplies for latrines and hand washing stations once per day. The Contractor shall provide portable latrines and hand washing stations in 2 to 1 ratio (2) latrines to (1) one handwashing station billed as a LOT. The number and location of each LOT will be determined in the planning meeting. Compensation shall be per LOT as per established rates in Schedule 6 of the SOR.

6.6.3 Trash Disposal Service. The Contractor shall provide (when ordered) by COR 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.

6.6.4 Cleaning Equipment. Upon request of the COR, the Contractor shall provide 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. Pressure Washer rates are established 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.

6.6.5 Cleaning of Vehicles and Equipment. The Contractor, at the request of the COR, may be requested to provide washing services for Military vehicles, equipment, or other cargo. Compensation shall be per (Schedule 2 & 4) in the SOR or (3PL cost reimbursement (OOP expense). The Contractor shall coordinate with Port Authority prior to providing agricultural cleaning for USG cargo.

6.6.6 Rinsing Services. When requested by the COR, the Contractor shall provide or arrange 3PL 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 adjacent to vessel birthing as possible. The rinsing will be performed in this sterile area and shall include the rinsing of the land transportation equipment used for the transportation of the equipment to be exported. Compensation shall be per (Schedule 2 & 4) in the SOR or as (OOP expense) for 3PL services.

6.6.7 Equipment Cleanliness. Upon the request of the USG, the Contractor shall ensure equipment

cleanliness meets the standards specified by the USG representative (Agriculture Inspector) present at the rinsing location prior to moving the equipment to the sterile staging area on their terminal or port lot. Any equipment leaving the rinsing area without the approval of the USG Inspector will be returned to the rinsing area for final inspection at no additional cost to the USG. Rinsing and inspecting of export equipment will only be conducted during daylight hours. The Contractor shall not off-load non-rinsed and non-inspected equipment on their terminal or port lot for later rinsing and inspection, unless specifically authorized by the COR. Failure to gain USG approval will be at the Contractor's own expense. Compensation shall be per (Schedule 2 & 4) in the SOR or as (OOP expense) for 3PL services.

6.6.8 Warehousing. The Contractor shall when requested by the USG 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 separated by wall or fencing and shall have access to loading docks for cargo transfer. Warehousing shall have lighting and be accessible to the 835th TB, on a 24/7 basis.

6.7 SUPPLIES AND MATERIALS.

6.7.1 Furnish Materials and Supplies. 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 on behalf of the USG by the Contractor. Request for cost reimbursement (see Section 4) items shall be accompanied by vendor receipts to verify actual expenses.

6.7.2 Tarpaulins. When requested by the COR, the Contractor shall provide serviceable, water-resistant tarpaulins to cover USG cargo placed in open storage. Request for cost reimbursement (see Section 4) items shall be accompanied by vendor receipts to verify actual expenses. (OOP expense).

6.7.3 Securing Material. The Contractor shall furnish additional lumber, dunnage and lashing material required for securing cargo, above what is provided by the USG. Request for cost reimbursement (see Section 4) items shall be accompanied by vendor receipts to verify actual expenses. (OOP expense).

6.7.4 Heat Treatment. 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.

6.7.5 Dunnage and Lashing Material. 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. Materials shall be delivered shipside or such other location(s) as determined by the COR. Request for cost reimbursement (see Section 4) items shall be accompanied by vendor receipts to verify actual expenses.

6.7.6 Unused Material Shall Be Retained. Any materials provided for the USG, but not used shall be retained by the Contractor for the USG. The materials shall be maintained in quantities for future

use, and report on a monthly basis by the Contractor. Any unused materials provided for USG use must be inventoried and kept in a secured and dry location, and returned to the USG upon completion/performance of this contract.

6.7.6.1 USG Will Provide. If available, the USG will provide lumber, dunnage, nails, and lashing material in ready- to-use condition required for the securing of cargo. The Contractor shall provide all materials required in excess of those provided by the USG.

6.7.7 Storing Materials. The Contractor shall be responsible for the sorting, stacking, and storing dunnage, lumber, and lashing material provided by the USG to be used by the Contractor in conjunction with cargo operations inside warehouses or within the port. 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 commodity rates.

6.7.8 Documentation. The Contractor shall prepare documentation IAW the COR's direction. Tally sheets (when requested) and stow footprint drawings shall be prepared legibly in ink and in English with the preparer's name and date. When requested by the COR, the Contractor shall manually capture vessel stowage drawing for footprint capture of loaded cargo on vessel; the information shall include at minimum: Transportation Control Number (TCN), container number, serial number, model number and physical stow location. Checkers requested for manual capture of vessel footprint drawing or second scanner issued for vessel capture alone shall be compensated at the Extra Labor Man-Hour rates as established in the SOR and schedule 2. Dual scanner use shall be compensated in the vessel load commodity rates.

6.7.9 Fuel, Lubricants, and Other Fluids – USG Vehicles. Upon request of the COR, the Contractor shall provide the appropriate fuel, lubricants, cooling fluids, or brake fluids to support USG vehicles during operations. The Contractor shall be reimbursed for actual costs based on the materials used. Cost reimbursement should be included in the commodity rate.

6.7.10 Fueling and Defueling Operations. The Contractor shall provide or coordinate 3PL 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 when requested by the USG. The operator who performs the fueling/defueling functions must comply with all Federal, local, and Army regulations regarding HAZMAT material handling.

6.7.11 Fueling and Defueling Function. Operators who perform the fueling/defueling function shall be HAZMAT certified, and shall show evidence of possessing a Fuel Handlers Permit and minimum Commercial Driver's License/Permit. Fuel handlers shall 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.

6.7.12 Fuel Handlers. 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. The cost of fuel added for Military vehicles as approved by the COR. Request for cost reimbursement items shall be accompanied by vendor receipts to verify actual expenses. Cost reimbursement should be included in the commodity rate. Refer to Section 4 of the PWS for Cost Reimbursement.

6.7.13 USG Furnished Supplies, Services, and Equipment. The 835th, may need and shall request the Contractor to provide materials or supplies for its use. Compensation for these supplies, or materials shall be cost reimbursable; furthermore, any supplies or materials purchased on behalf of the Government shall become its property and be considered GFE. At which time, the Contractor will be required to follow all GFE specific requirements per FAR 52.245-1, Government Property, and this PWS.

6.8 Additional Contractor Duties.

6.8.1 The Contractor shall be responsible for providing administrative vehicles such as alternate terrain vehicles (ATVs), vans, buses, or pick-up trucks for transportation of their personnel in and around all port/s to include all work sites. In addition, Contractor shall be responsible for the movement of equipment to and from designated work sites at their expense.

6.8.2 The Contractor shall perform/provide the following:

- Accountability of shackles furnished, and listing number of shackles placed on a vehicle by TCN.
- Assist in opening/closing containers during CBP inspections.
- Move vehicles forward to staging yards and hand-off points as required.
- Provide spill kits with dry sweep and drip pans to contain oil leaks, spill clean-up and disposal of contaminated oil.
- Recover, store and inventory equipment after each operation, and staging lot/yard clean-up.

Compensation for the above paragraph is included in the commodity rates established in the SOR.

6.9 Additional Port Requirements.

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

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

6.9.3 The Contractor shall unload conveyance IAW ARTRANS Freight traffic rules publications for Motor Carriers and IAW DOD, DHS/USCG and USDOT regulations.

6.9.4 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.

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

6.9.6 Damaged, Lost or Pilfered. The Contractor shall immediately notify the COR, as occurs or as first discovered, if any cargo is damaged, lost or pilfered while in the care, custody or possession of the Contractor. The Contractor shall submit a full written report of the facts and extent of such damages or loss to the COR within 24 hours.

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

6.9.7 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.

6.9.8 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 shipment arrives with any placards missing and it is confirmed the shipment is HAZMAT. The transportation and handling of hazardous cargo for shipment shall be subject to Title 49 of the Code of Federal Regulations (49 CFR) Parts 100-185 and International Maritime Dangerous Goods Code (IMDG).

6.9.9 Explosive Cargo Handling, Training, and Qualification Requirements. IAW OPNAV INSTRUCTION 8023.24D and Joint Region Marianas, Guam Explosive Safety Office, Contractors must meet required training and certification in order to perform tasks related to handling Ammunition and Explosives (AE).

6.9.9.1 A&E Handling Qualification and Certification Program. Contractor shall provide to the COR NLT two (2) weeks before the start date the written documents of qualification of personnel authorized to conduct explosive tasks at NBG. The COR will assist and facilitate with NBG Explosive Safety Office and its commanding officer. This applies to contractors who provide direct support (i.e., contractor personnel and perform Ammunition & Explosive (AE) tasks in support of U.S. Department of Defense (DoD), at Naval Base Guam (NBG). Contractor shall establish a personnel AE handling qualification and certification program that meets the requirements of OPNAVINST 8023.24D. This includes the use of mandatory identified forms listed within the "Forms" paragraph per OPNAVINST 8023.24D.

6.9.9.2 MHE Operator Training, Certification, and Medical Requirement MHE Operator shall obtain and maintain medical examination certificate/information per Program 710 (Forklift

Operator) Navy and per Marine Corps Public Health Center -Technical manual, Occupational Medicine NMCPHTC -TM -OP 6260 (series). Contractor shall complete certificate and medical information of its personnel and provide to JRM ESO through COR coordination. Operators shall meet the minimal and maximum age requirement to operate a MHE. These guidelines are set by Fair Labor Standard Act and Office of Personnel Management. Contractor personnel, including subcontractor personnel, shall meet the minimum qualification requirement to be satisfied as a license MHE operator. Contractor shall ensure all MHE training requirements meet CFR 1910.178 and its appendixes. This includes contractor personnel & it's subcontractors performing work at U.S. Naval facilities, base, or port. JRM ESO, through coordination with COR, shall review and ensure contractor's operator training program is per CFR 1910.178 and appendixes.

6.9.9.3 MHE Operator Training. Per CFR 1910-178,requires that all MHE operators shall be trained to a proficient competency level, not a defined number of hours, and allows flexibility in how training is accomplished. To satisfy this requirement and within the scope of CFR 1910-178, contractor shall establish a comprehensive MHE operator licensing course as stated in Appendix A. Contractor shall train each operator to a proficient competency level and follow CFR1910-178 requirements. Contractor personnel employed on Naval Base Guam shall satisfy the operator training course or its equivalent.

6.9.9.4 A&E Operators Training. Per NAVSUP SW023-AH-WHM-010 contractor shall establish a A&E operator course program. Operator must satisfactorily complete the training course and receive a license to operate MHE for A&E handling operations. Once training is complete and receive certificate, operator is also qualified to handle general supply materials and other HAZMAT on Naval Base Guam. This is under the condition that the NAVSUP SW023 AH-WHM-010 Eighth Revision paragraph 2-2 provisions are satisfied. In general, operators will be exempt from the required training course prescribed in Navy Supply Command publication, NAVSUP PUB 538 and respective MHE Operator's License, per figure 3-2. Contractor will coordinate through COR & JRM ESO for validation and Naval Base Commander approval prior to start of its operator training course.

6.9.9.5 A&E MHE Operator Documents. Contractors shall submit to NBG Explosives Safety Office with COR coordination NLT 14 days before the mission starts date the following documents.

a. Operator's training certificate
b. Licenses, as appropriate
c. Medical documentation
d. Company memorandum
e. Refresher training documentation may apply per 29 CFR 1910.178. The COR will submit to the Joint Region Marianas Explosive Safety office for validation.

6.9.9.6 Operator's License. Each operator shall be trained, licensed, and possess a valid medical examiner's certificate by approved outside agency. An operator's license applies to all powered MHE operator. An operator's license is not required for manually powered MHE.

6.9.9.7 MHE Certification Handling Ammunition. Contractor shall ensure all MHE (This includes mobile and vessel cranes). assigned to handle A& E meets the following requirements:

a. MHE Safety Certification marking per NAVSUP PUB 538 shall be stenciled or labeled in a location that is visible to the operator upon mounting the MHE.

b. Contractor shall comply with the periodic testing requirements of NAVSEA SW023-AH-WHM-010, Contractor shall utilize approved JRM ESO heavy lift companies within the territory of Guam that are capable of conducting periodic and general weight testing.
c. Contractor shall coordinate through COR and JRM ESO on MHE certification validation, as applicable.
d. Contract will ensure all material handling equipment (MHE) touching A & E at Naval Base Guam must pass inspection and receive certification. Certification of MHE equipment is through a third party vendor. Coordinate through the COR for further information, as necessary.
e. Contractor shall follow per NAVSEA SW023-AH WHM010. Periodic weight test for forklift attachment is NLT every 48 months or after repairs. General periodic weight testing for MHE is NLT every 18 months or after equipment undergoes repairs.
d. The contractor will prove the COR with the following documents NLT 14 business days before the start of operations.
    1. MHE year, make, model, VIN/SN (Serial Number)
    2. Capacity, picture of data plate
    3. Copy of MHE manual
    4. Copy of operator, service, parts (data)

6.9.10 MHE Inspection. The Contractor shall ensure MHE operators and MHE inspections are in accordance with NAVSUP 538. MHE moving ammunition within the port must be inspected and certified to operate on Naval Base Guam. MHE shall meet designated weight test and lifting gear weights requirement per Naval Base Guam. Contractor personnel (including subcontractor personnel) shall be trained and licensed as powered material handling equipment operators as it pertains to general supply materials, A&E, and hazardous material (HAZMAT).

6.9.11 MHE and Lifting Gear Weight Test Certification. Contractor shall complete MHE gear weight test and certification IAW NAVSEA SW023-AH-WHM-010. Contractor shall coordinate through COR for information on vetted and approved Department of Transportation (DOT) weight test companies within the territory of Guam via JRM ESO, as required. Contractor shall ensure MHE and lifting gear overload weight test certificate are valid no later than 1 year from the completion of the test. COR or safety representative or JRM ESO shall inspect all MHE and lifting gear prior to each mission on Naval Base Guam. The contractor will coordinate with the COR on time/date of inspection to MHE and lifting gear.

6.9.12 Mobile Cargo Cranes. Contractor shall ensure its operators of mobile cargo cranes meet and follow the qualification and licensing requirements described in NSTM S9086-T4-STM-010/CH-589 (afloat) or NAVFAC P-307 (ashore).

6.9.13 Naval Base Guam Restricted Area. Naval Base Guam munition area (Kilo Wharf) is a restricted area and potential explosive site. Contractor shall possess a C badge if accessing the restrictive area (Kilo Wharf Naval Base Guam) to conduct ammunition cargo loading/discharging operations. Each individual accessing the restricted area must possess a C badge. The Navy Munitions Command Pacific East Asia Division (NMCPAC EAD) Unit Guam Security Manager Officer is the approving and signing authority. Contractor shall complete the following.

a. Request for C Badge PDF document
b. Naval Base Guam Munitions Site Hazard Brief document

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

****NOTE:** Days are defined as business days unless otherwise stated.

6.10.1 TABLE 2

PWS Para	Deliverable Title	Delivery Schedule
3.4	Accident prevention/safety program	Due to the COR within two (2) calendar days after contract award date
3.4.3	Safety/Hazard Analysis	The safety/hazard analysis shall be provided to the COR within two (2) calendar days of contract award
3.4.4 3.4.5	Safety Briefings	Conduct and document (by name) personnel safety briefings for all workers prior to all operations and at each shift change
3.5.1 3.5.3.1	Reportable Accidents, Injuries and Damage Reporting Timelines and Requirements Damage, Lost or Pilfered	The Contractor shall submit accident investigation reports to the COR and ARTRANS Safety Officer within 8 hours, 24 hours and 30 days as applicable.
4.1.1	Port Licensing and Permits.	Business License (BL) issued in for the territory of Guam as well as work permit issued by the applicable state authorities. Subcontractor(s) has legal right to work in/at these Ports. The Contractor shall provide documentation/copies (Prime and Subcontractor(s)) to the CO for record within two (2) calendar days of the date the contract was awarded.

4.1.3	Union Agreements and Port Tariffs.	The Contractor shall submit copies two (2) calendar days of contract award date to the KO/COR, the most current version of the Collective Bargaining Agreement (CBA) and current year published port tariff for Port Authority of Guam.
4.1.7 4.1.9	Ordering – Canceling Services Cancellation of 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.
4.2.1 4.2	Reconciliation and Validation Verbal Request	The COR/OO and the Contractor shall reconcile all services ordered within seven (7) calendar days of completing each vessel or DocWeek.
4.21 4.22 4.23 4.24 4.25 4.28	Contracted Services Reporting Timekeeping Cost Data Daily Port Work Accomplishment Plan Reports (Verbal or Non-Verbal) Sample 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.
4.31	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.
4.37 4.37.2	Quality Control Inspection Plan (QCIP) Quality Control Inspection Checklist (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.

5.1.3	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.
5.2.1	Emergency Response Procedures (ERP)	The Contractor shall provide to the COR/Safety Officer a comprehensive safety and security "Emergency Response Plan (ERP) within five (5) calendar days of award dates.
5.2 5.2.3 5.2.4	Environmental and Hazardous Response Environmental Compliance Officer Leaking Cargo Shipments	If applicable, immediate notification to COR and Port Emergency Response Officer.
5.2.6 5.2.8	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.
5.5.2 5.5.3	New Vehicle Models Vehicle Operator	The Contractor must provide documentation of all anticipated USG vehicle driver/operator and their qualifications to the COR two (2) calendar days after contract award date.
5.5.3	Daily driver list and certification statement	The Contractor shall provide updated driver/operator list to the COR/OO daily or prior to the start date/time for all terminal or vessel operations where military vehicles are being driven or moved.
5.14 5.14.2 5.14.3	Tallying & Checking Services RFID Tags Documentation	Report due to COR no later than two (2) hours after completion of each shift

6.2.3.1	Personnel who require base access will submit the following to COR: Navy Base Contract Information Sheet, Navy Form SEC NAV 5512-1, REAL ID, Biometric Form for Foreign Nationals	Provide a copies (four () each) to COR no later than 10 days before individual requires to enter Navy Port Guam
6.2.3 6.8.17.1	Each operator's medical, training, certification/licensing documentation to handle cargo and munition on Navy Port Guam and Kilo Wharf	Provide a copy to COR no later than10 business days after the contract award date or for new employees no later than 10 business days before starting work on Navy Port Guam and Kilo Wharf.
6.8.20	MHE Ammunition certification	Provide a copy to COR no later than 14 business days before start work on Navy Port Guam and/or Kilo Wharf. Contractor will provide COR with the following documents: a. MHE year, make, model, VIN/SN, b. capacity, picture of data plate, c. copy of MHE manual, d. copy of operator, service, parts.

6.10.1.1 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.

6.10.2 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

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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.

6.10.3 - 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

6.10.4 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

6.11 Performance Requirement Summary

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

6.11.1 Table 4

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	4	NO MORE THAN TWO (2) INSTANCES OF LATE	SUBMITTAL OF SUPPORTING RECONCILIA	EACH MISSION	# OF LATE RECONCILIATION OR INVOICE

INVOICING		RECONCILED TASK ORDERS, OR INVOICING, PER YEAR	TION DOCUMENTS AND INVOICES		SUBMISSION S PER YEAR
TIMELY REPORTING	4	NO MORE THAN TWO (2) LATE REPORTS PER YEAR	SUBMITTED TIME LOGS, TIMESHEETS, REPORTS	AS REQUIRED	# OF LATE OR NOT SUBMITTED REPORTS PER YEAR
TIMELY OPERATIONS (VESSEL, TRUCKS)	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 MISSIO N	# OF LATE MISSION STARTS AND/OR COMPLETION S PER YEAR
ENVIRONMEN TAL SPILLS	5	NO MORE THAN ONE (1) INCIDENT RESULTING IN ENVIRONMENTA L SPILLS PER YEAR	INCIDENT REPORTED	AS REQUIRED	# OF INCIDENTS RESULTING IN ENVIRONME NTAL SPILLS PER YEAR
CARGO FREE FROM DAMAGE, LOSS OR PILFERAGE	6	NO MORE THAN TWO (2) INSTANCES OF DAMAGED, LOST OR PILFERAGED CARGO PER YEAR	INCIDENT REPORTED	EACH MISSION	# OF INSTANCES OF DAMAGED, LOST OR PILFERAGED CARGO PER YEAR

APPENDIX A –
Regulations, Publications, and Forms

Code of Federal Regulations

Code of Federal Regulations, 29 CFR, Labor, Part 1917, Marine Terminals
Code of Federal Regulations, 29 CFR, Labor, Part 1918, Safety and Health Regulation for Longshoring
Code of Federal Regulations, 40 CFR, Protection of Environment Code
of Federal Regulations, 46 CFR, Shipping, Part 146
Code of Federal Regulations, 49 CFR, Transportation, Parts 100-185

Federal Acquisition Regulation (FAR), Volume I, Parts 1 to 51
Federal Acquisition Regulation (FAR), Volume II, Parts 52, 53, & Index Defense
Federal Acquisition Regulation Supplement (DFARS)
Army Federal Acquisition Regulation Supplement (AFARS)
Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019

Department of Defense Directives

DoD 2000.12, DOD Antiterrorism (AT) Program DoD
2000.16, DOD Antiterrorism (AT) Standards
DoD Manual (DODM) 4140.01 Vol 1, DoD Supply Chain Material Management Procedures: Operational Requirements
DODM 4140.01-M-1, Compliance for Defense Packaging: Phytosanitary Requirements for Wood Packaging Material (WPM)
DODM 4140-65, Issue, Use, and Disposal of Wood Packaging Material (WPM)
DODM 4145.26-M, DOD Contractor's Safety Requirements for Ammunition and Explosives
DODM 4160.21-M, Defense Material Disposition Manual
DTR 4500.9-R, "Defense Transportation Regulation" Part
II – Cargo Movement
Part III – Mobility
Part V – DoD Customs & Border Clearance Policies & Procedures
Part VI – Management & Control of Intermodal Containers & Systems 463L Pallets DoD Directive (DODD) 4500.09E, Transportation and Traffic Management
DoD Instruction (DODI) 4500.57, Transportation and Traffic Management
DODI 5100.76, Safeguarding Conventional Arms, Ammunitions and Explosives (AA+E)
DODM 5100.76-M, Physical Security of Sensitive Conventional Arms, Ammunition and Explosives
DODM 5200.1, Vol 1-3, DoD Information Security Program: Overview, Classification, and Declassification
DODI 5200.2, DoD Personnel Security Program DOD
5200.08-R, DoD Physical Security Program
DoD 5205.02-M, (DOD Operations Security (OPSEC) Program Manual
DODM 5220.22-M, Vol 2 (National Industrial Security Program: Industrial Security Procedures for USG Activities)
DODI 6050.05, DoD Hazard Communications (HAZCOM) Program

DODM 6050.5-M, Hazardous Materials Information System. DODI
6055.04, DoD Traffic Safety Program
DODI 6055.09- STD Ammunition and Explosives Safety Standards
DODI 6055.9E, STD Explosives Safety Management and DOD Explosives Safety Board

USTCINST 10-14, United States Transportation Command (USTRANSCOM) Lessons Learned Program (TC-LLP) and After-Action Reporting (TC-AAR) System, *provided upon request*
USTCINST 63-2, United States Transportation Command (USTRANSCOM) Acquisition Program, *provided upon request*
USTCINST 63-4, Continuation of Essential United States Transportation Command (USTRANSCOM) Contractor Services during Crisis Situations, *provided upon request* USTCINST 63-5, Contracting Officer's Representative Program, *provided upon request*

<u>Armed Services Regulations</u>

Army Regulation (AR) 5-20, Competitive Sourcing Program
AR 25-2, Army Cybersecurity formerly known as Information Assurance AR
56-4, Distribution of Materiel and Distribution Platform Management AR 190-
5, Motor Vehicle Traffic Supervision
AR 190-11, Physical Security of Arms, Ammunition, and Explosives AR
190-13, The Army Physical Security Program
AR 190-45, Law Enforcement Reporting
AR 190-51, Security of Unclassified Army Property (Sensitive and Non-sensitive) AR
200-1, Environmental Protection and Enhancement
AR 340-21, The Army Privacy Program
AR 380-5, Department of the Army Information Security Program AR
380-20, Restricted Areas
AR 380-49, Industrial Security Program AR
380-67, Personal Security Program
AR 381-12, Threat Awareness and Reporting Program AR
385-10, The Army Safety Program
AR 420-1, Army Facilities Management AR
525-13, Anti-terrorism
AR 525-93, Army Deployment and Redeployment AR
530-1, Operations Security (OPSEC)
AR 600-55, The Army Driver and Operator Standardization Program (Selection, Training, Testing, and Licensing)
AR 700-141, Hazardous Material Information Resource System AR
750-1, Army Material Maintenance Policy
AR 735-5, Policies and Procedures for Property Accountability

DA Pamphlet (PAM) 385-10, The Army Safety Program DA
PAM 385-30, Mishap Risk Management
DA PAM 385-40, Army Accident Investigations and Reporting DA
PAM 385-64, Ammunition and Explosive Safety Standards
DA PAM 385-65, Explosive and Chemical Site Plan Development and Submission DA
PAM 700-32, Packaging of Army Material
DA PAM 710-2-1, Using Unit Supply System
DA PAM 710-7, Hazardous Material Management Program

MSDDC Regulation (SDDCR) 56-69, Terminal Operations
MSDDC Regulation 190-13 (MSDDC Physical Security Program), p*rovided upon request*

MSDDCR 350-3, Military Traffic Management Command Remedial Action Project Program
MSDDCR 380-2, SDDC Operations Security (OPSEC) Program, p*rovided upon request* MSDDC Regulation 380-5, SDDC Information Security Program, p*rovided upon request* MSDDC Regulation 530-1, SDDC Operations Security Program, p*rovided upon request*

Joint Publications (JP)

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

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

ATP 3-34.5, Environmental Considerations
ATP 3-35, Army Deployment and Redeployment ATP 3-39.32, Physical Security
ATP 4-10, Multi-Service Tactics, Techniques, and Procedures for Operational Contract Support ATP 4-11, Army Motor Transport Operations
ATP 4-12, Army Container Operations
ATP 4-13, Army Expeditionary Intermodal Operations ATP 4-14, Expeditionary Railway Center Operations ATP 4-15, Army Watercraft Operations
ATP 5-19, Risk Management

Navy Instructions, Publications, and Forms

NAVSUP Publication 538, Sixth Revision NAVSEA SW023-AH-WHM-01
OPNAV Instruction 8023.24D
OPNAV 5530/1 Report of Screening for Personnel Assigned Arms, Ammunition and Explosives Related Duties
OPNAV 8020/4 Ammunition and Explosives On-the-Job Training and Professional Training Record Sheet
OPNAV 8020/5 Personnel Ammunition and Explosives Handling Qualification and Certification OPNAV 8020/6 DON Medical Examiner's Certificate
OPNAV 8020/7 Ammunition and Explosives Qualification and Certification, Self-Assessment 49 Code of Federal Regulations, 391.41-391.49, Federal Motor Carrier Safety Administration of Transportation Medical Examiners Certificate
MHE Operator's License
Navy Publication 538, 0530-LP-642-6711 Sixth Revision SW023-AH-WHM-010
CTF 75-AMMO HANDLING-SOP
Figure 4-2

International Maritime Organization (IMO) Dangerous Goods Code (IMDGC) Regulation, current edition
International Plant Protection Convention (IPPC), Revision of ISM No. 15, International Standards of Phytosanitary Measures: Regulation of Wood Packaging Material in International Trade (2009),

April 2013 Revision
Korean USG Stevedoring Tariff
NFPA 30, National Fire Protection Association - Flammable and Combustible Liquids Code.
N IST Special Publication 800-61, Computer Security Incident Handling Guide (current version)
USDA Protocol for Military Clearance

FC 55-50, Fast Sealift Ship User's Manual.

MIL-HDBK-138B, Container Inspection
MIL-STD-129R, Military Marking for Shipment and Storage
MIL-STD 209K, Interface Standard for Lifting and Tiedown Provisions
MIL-STD 1320D, Department of Defense Standard Practice: For Designing Unit Loads, Truckloads, Railcar Loads, and Intermodal Loads for Ammunition and Explosives

TB-43-0142, Safety Inspection and Testing of Lifting Devices
TB 55-46-1, Standard Characteristics for Transportability of Military Vehicles and Other Outsize/Overweight Equipment
TC 4-13, Cargo Specialist's Handbook

TM 3-11.42 Installation Emergency Management
TM 38-410, Storage and Handling of Hazardous Materials
TM 55-607, Loading and Stowage of Military Ammunition and Explosives aboard Break-bulk Merchant Ships
TM 55-2200-001-12, Transportability Guidance for Application of Blocking, Bracing and Tiedown Materials for Rail Transport
TM 55-2200-002-12, Transportability Guidance: General Rules and Suggested Procedures for Loading and Security Military Cargo in Closed Railcars
TM-55-2220-058-14, Transportability Guidance Transport of Cargo on the Railcar, Flat, 140- Ton-Capacity
TM 700-143, Packaging of Hazardous Material

JOCOTAS, Department of Defense Standard Family of Tactical Shelters (Rigid/Soft/Hybrid, Update 17

USPACOMINST 0601.6, Pacific Theater Logistics In-Transit Visibility (ITV) Automated Information System (AIS), and Automatic Identification Technology (AIT) Policy

MSDDC NBC Defense Plan
SDDCTEA Modal Instructions (MI) -19, Tiedown Handbook for Rail Movements
SDDCTEA MI -20, Tiedown Handbook for Truck Movements
SDDCTEA MI -21, Lifting and Tiedown Handbook for Helicopter Movements
SDDCTEA MI -22, Lashing Handbook for Marine Movements
SDDCTEA MI -22, Lifting Handbook for Marine Movements SDDCTEA MI -23, Tiedown Handbook for Containerized Movements
SDDCTEA MI -24, Vehicle and Equipment Preparation Handbook for Fixed Wing Air Movements
MSDDCTEA MI -5, Deployment Planning Guide MSDDCTEA MI -4 Vessel Characteristics for Ship loading MSDDCTEA MI -6, LMSR User's Manual
MSDDCTEA MI -7, Fast Sealift Ship User's Manual Forms

Forms

DD Form 250, Material Inspection and Receiving Report DD Form 361, Transportation Discrepancy Report

DD Form 577, Appointment/Termination Record – Authorized Signature
DD Form 626, Motor Vehicle Inspection
DD Form 1384, Transportation Control and Movement Document (TCMD) DD
Form 1387, Military Shipment Label
DD Form 1387-2, Special Handling Data
DD Form 1662, DoD Property in the Custody of Contractors DD
Form 1750, Packing List
DD Form 1907, Signature and Tally Record DD
Form 2271, Decontamination Tag
DD Form 2776, Dangerous Cargo Load List
DD Form 2781, Container Packing Certificate or Vehicle Packing Declaration DD
Form 2890, DOD Multimodal Dangerous Goods Declaration
DD Form 2977, Deliberate Risk Management Worksheet
DA Form 285, Technical Report of a U.S. Army Ground Accident (AR 385-40) DA
Form 348, Equipment Operator's Qualification Record (Except Aircraft) DA Form
2062, Hand Receipt
DA Form 2404, Equipment Inspection and Maintenance Worksheet DA
Form 3161, Request for Issue or Turn-In
DA Form 5473, Performance Requirements Summary DA
Form 5475, COR/QAE Surveillance Schedule DA Form
5476, Surveillance Activity Checklist
DA Form 5477, Customer Complaint Record DA
Form 5478, Decision Table
DA Form 5479-R, Contract Discrepancy Report DA
Form 5481, Tally Checklist
SD Form 288, Stevedoring Activity Log Sheet SD
Form 290, Service Authorization
NAVSEA SW023-AH-WHM-1010

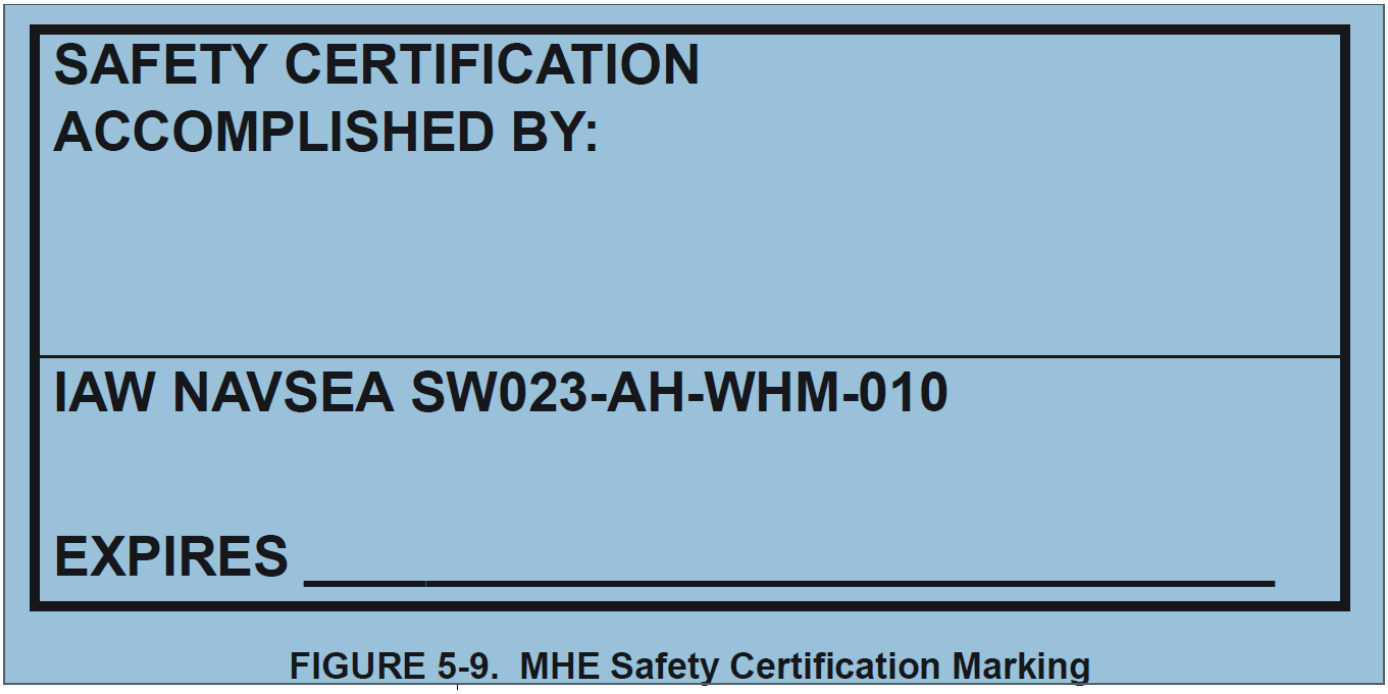

FIGURE 5-9. MHE Safety Certification Marking

Naval Base Guam Request for C Badge PDF document

Cybersecurity References

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

APPENDIX B - Glossary of Terms

25 MILVAN-(ISO) CONTAINER PACKED W/ EXPLOSIVES

25a LO/LO - PORT CRANE (GANTRY), MOBILE CRANE OR SHIPS CRANE
25c RO/RO - LOADED ONBOARD THE VESSEL BY TRUCK/TRAILER, FORKLIFT, BY RAMP

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

40a LO/LO - PORT CRANE (GANTRY), MOBILE CRANE OR SHIPS CRANE
40c RO/RO - LOADED ONBOARD VESSEL BY TRUCK/TRAILER, FORKLIFT, BY RAMP

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

44a LO/LO - PORT CRANE (GANTRY), MOBILE CRANE OR SHIPS CRANE
44c RO/RO LOADED ONBOARD THE VESSEL BY TRUCK/TRAILER, FORKLIFT, BY RAMP

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

45a LO/LO - PORT CRANE (GANTRY), MOBILE CRANE OR SHIPS CRANE
45c RO/RO LOADED ONBOARD THE VESSEL BY TRUCK/TRAILER, FORKLIFT, BY RAMP

60 USG VEHICLES, UNBOXED, weighing 25,001 to 60,000 pound per unit (Includes trucks, tractors, track vehicles, semi-trailer vans, mobile cranes, construction equipment (track or wheel), road graders, rock crushers, busses, boats or boats on cradles)

60a LO/LO - PORT CRANE (GANTRY), MOBILE CRANE OR SHIPS CRANE
60c RO/RO - VEHICLE RUNNING AND MOVING UNDER ITS OWN POWER, BY RAMP
60d TO/TO - TOWED TRAILERS ONBOARD VESSEL BY CONTRACTOR EQUIPMENT
60e TO/TO - INOPERABLE VEHICLE TOWED ONBOARD VESSEL BY CONTRACTOR EQUIPMENT

61 USG VEHICLES, UNBOXED, weighing 25,000 or less per unit (includes trucks, ambulances, tractors, vans, construction equipment, personnel carriers, boats or boats on cradles)

61a LO/LO - PORT CRANE (GANTRY), MOBILE CRANE OR SHIPS CRANE
61c RO/RO - VEHICLE RUNNING AND MOVING UNDER ITS OWN POWER, BY RAMP
61d TO/TO - TOWED TRAILERS ONBOARD VESSEL BY CONTRACTOR EQUIPMENT
61e TO/TO - INOPERABLE VEHICLE TOWED ONBOARD VESSEL BY CONTRACTOR EQUIPMENT

67 USG VEHICLES, UNBOXED, weighing 60,000 per unit or more (includes trucks, tractors, vans, construction equipment, track vehicles, HETS, Heavy crane, boats or boats on cradles)

67a LO/LO - PORT CRANE (GANTRY), MOBILE CRANE OR SHIPS CRANE
67c RO/RO - VEHICLE RUNNING AND MOVING UNDER ITS OWN POWER, BY RAMP
67d TO/TO - TOWED TRAILERS ONBOARD VESSEL BY CONTRACTOR EQUIPMENT
67e TO/TO - INOPERABLE VEHICLE TOWED ONBOARD VESSEL BY CONTRACTOR EQUIPMENT

Schedule of Rates (SOR)

SCHEDULE - 1A1	LOAD VESSEL
SCHEDULE - 1A1a	LASHING – TIEDOWN ONLY
SCHEDULE - 1A2	DISCHARGE VESSEL
SCHEDULE - 1A2a	UNLASHING ONLY
SCHEDULE - 1B3	LOAD TRUCKS
SCHEDULE - 1B4	DISCHARGE TRUCKS
SCHEDULE - 2	EXTRA LABOR
SCHEDULE - 3A	DETENTION
SCHEDULE - 3B	OVERTIME
SCHEDULE – 3C	GUARANTEED TIME
SCHEDULE - 4	EQUIPMENT RENTAL
SCHEDULE - 6	PORT FACILITIES
SCHEDULE - 8	MISCELLANEOUS

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

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

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

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

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

Booking - Reservation of ocean transportation space on a vessel.

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

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

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

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

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

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

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

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

Class – Means hazard class, an international system of hazard classification used by DoD; of the nine hazard classes; two (Classes 1 & 6) contain most ammunition and explosive items.
Classified - Official information or matter in any form or of any nature that requires protection in the interest of national security.

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

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

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

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

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

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

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

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

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

Contingency Operations - Military operations either designated by the Secretary of Defense as a contingency operation or becomes a contingency operation as a matter of law (Title 10, United States

Code, Section 101[a] [13])

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

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

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

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

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

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

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

Critical - affecting mission success or failure

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Operational Security (OPSEC) - A process of identifying critical information and subsequently analyzing friendly actions attendant to Military operations and other activities too:
a. Identify those actions observable by adversary intelligence systems.
b. Determine indicators that hostile intelligence systems might obtain for interpretation or pieced together to derive critical information in time useful to adversaries.
c. Select and execute measures that eliminate or reduce to an acceptable level vulnerability of friendly actions to adversary exploitation.

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

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

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

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

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

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

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

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

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

Place of Rest – See final place of rest

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

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

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

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

notification of cargo arrival for scheduling purposes.

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

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

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

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

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

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

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

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

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

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

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

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

- Code "K" - Ocean carrier responsibility begins or ends at the ocean carrier's terminal.
- Code "L" - Ocean carrier's responsibility begins or ends within modified commercial zone of

port of embarkation (SPOE) or port of discharge (SPOD).

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

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

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

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

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

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

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

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

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

Stand-by (S/B) Time. Stand-by (S/B) Time (also may be called "waiting time") is defined as work stoppage, at the USG's discretion, for causes beyond the control of the USG or the Contractor. Causes may include but are not limited to breakdown of ships gear, inclement weather, unanticipated or non-arrival of the vessel, non-readiness of the vessel, non-arrival of cargo, or unanticipated or non-arrival of railcars. In all such cases, the Contractor's time will be captured on the ARTRANS form MT 288 as stand-by time (S/B). The COR will negate all causes and/or direct the Contractor to stand-by.

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

Stowage - Compact placing of cargo aboard a vessel.

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

Staging – See Section 5.19, Staging.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

APPENDIX C - Payment, Ordering, and Invoicing Instructions

1. Payment Information

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

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

2. Ordering Instructions

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

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

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

3.0 Ordering of Secondary Port Services

3.1 Contractor will be provided an opportunity to submit a proposal electronically for the specific cargo booking for secondary SPOD/E within the timeframe specified by the Contracting Officer. Proposals must be firm for 30 calendar days. Contractor will have the option to review their existing capacity and respond with a mission lump sum price within the specified response time.

3.2 Once the Government accepts a proposed mission lump sum price, Contractor is obligated to accept the subsequent TO. Contractor shall acknowledge the TO on the same business day if received prior to 1430 Central Time. For a TO received after 1430 Central Time, the offeror shall acknowledge the TO no later than 1200 Central Time on the next business day.

3.3 The Government will provide pertinent mission details to enable the Contractor to propose a mission lump sum price. The mission lump sum price shall include all labor, equipment, supervision, and services necessary to support

the movement of cargo IAW the PWS, Mission Details, and Unit Deployment List provided. In addition, the mission lump sum price shall also include the "Additional Services" ordered therein the duration of the mission. In general, the mission lump sum price shall account for the potential of deadlined/inoperable vehicles. Changes in the UDL which result in a change in mission lump sum price will be reconciled upon completion of the mission.

3.4 TO award will be made following verification of technical acceptability and fair and reasonable determination of lump sum price IAW FAR 15.404-1(b)(2).

3.4.1 **Technical Acceptability.** Technical acceptability criteria will be stated in the CO request for pricing. Such criteria may include, but not be limited to, required labor and equipment; documentary evidence of port certifications, licensing, permits, and/or HAZMAT certificates; and ability to meet international, country, and local standards and regulations and DoD statutory and regulatory requirements. To be considered technically acceptable, Contractor must clearly meet the minimum requirements. Alternatively, the CO's request may specify that Contractor will be considered technically acceptable based on acknowledgement of the ability to meet the requirements.

3.5 **Cancellation of Secondary SPOD/E Orders.** Government reserves the right to cancel orders under this process up to 48 hours in advance of mission start date at no cost. Services cancelled inside of 48 hours are subject to a Request for Equitable Adjustment.

4. Invoicing Instructions

4.1 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. ATRANS will not process any invoices dated earlier than the final TO from the OO.

4.2 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)

4.2.1 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.

4.2.2 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.

4.2.3 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 D - Acronyms & Abbreviations

AGAR	U.S. Army Abbreviated Ground Accident Report
ALD	Available to Load Date
AQL	Acceptable Quality Level
AT	Antiterrorism
AUEL	Advanced Unit Equipment List
BCM	Basic Container Maintenance 122224
CAA	Competent Authority Authorization
CBA	Collective Bargaining Agreement
CBL	Commercial Bill of Lading
CDR	Contractor Deficiency Report
CDS	Cargo Distribution Section
CFR	Code of Federal Regulations
CFS	Container Freight Station
CHE	Container Handling Equipment
CLIN	Contract Line-Item Number
CLOP	Cargo Left on Pier
CO	Contracting Officer
CONUS	Continental United States
CSC	Convention for Safe Containers
DDMT	Deployment & Distribution Management Team
DDN	Defense Data Network
DFARS	DOD Supplement to the Federal Acquisition Regulation
DODAAC	Department of Defense Activity Address Code
DTS	Defense Transportation System
EA	Eighth United States Army
EAD	Earliest Arrival Date
EEFI	Essential Elements of Friendly Information
ERL	Expected Receipt Listing
EGS	Environmental Governing Standards
ETA	Estimated Time of Arrival
ETD	Estimated Time of Departure
FI	Free In
FO	Free Out
FP	Force Protection
FPCON	Force Protection Condition
GATES	Global Air Transportation Execution System
GBL	USG Bill of Lading
GFE	USG Furnished Equipment
GFI	USG Furnished Information
HDBK	Handbook
HERO	Hazards of Electromagnetic Radiation to Ordinance
HET	Heavy Equipment Transporter
IAW	In Accordance With
IBS	Integrated Booking System
IMDGC	International Maritime Dangerous Goods Code
IMO	International Maritime Organization
IPPC	International Plant Protection Convention (treaty)
ISPM	International Standard for Phytosanitary Measures
ISPS	International Ship Port Security
ISU	Internal Airlift/Helicopter Slingable Container Unit

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

APPENDIX E - Foreign Entity Vetting

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

1.1 The report shall include the following information:

1.1.1 Legal Company Name (in native language if known)

1.1.2 Complete Address including Country

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

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

1.2.1 Any Previous or Alternate Company Names

1.2.2 Fax number

1.2.3 Website URL

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

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

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

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

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

1.6 Prior to contract performance and periodically throughout performance, the contracting

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

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