PERFORMANCE WORK STATEMENT
STEVEDORING AND RELATED TERMINAL SERVICES

PORTS OF YOKOHAMA AND EAST JAPAN

Military Operations Terminal

836th Transportation Battalion
Yokohama, Japan

as of 04 August 2026

Stevedoring & Related Terminal Services
Performance Work Statement

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1. BACKGROUND AND SCOPE

1.1 Background. The U.S. Army Transportation Command (ARTRANS), headquartered at Scott AFB, IL is an operational-level Army force designated by the Secretary of the Army (SECARMY) as the Army Service Component Command (ASCC) of the United States Transportation Command (USTRANSCOM) and a major subordinate command of Army Materiel Command (AMC). ARTRANS is responsible for providing coordination worldwide for origin to destination surface traffic management support; coordinates surface and multimodal transportation contracted functions for all Department of War (DoW), and other U.S. Government (USG) entities, as authorized, and designated multinational and interagency elements.

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

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

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

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

2. GENERAL SECURITY REQUIREMENTS

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

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

2.3 Ground Rules and Constraints.

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

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

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

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

2.3.4 Operational Security (OPSEC). Protecting critical information (friendly activities, intentions, capabilities, or limitations) is crucial to prevent adversaries from gaining advantage. Therefore, contractors must adhere to OPSEC requirements throughout the contract lifecycle. All information provided is for Controlled Unclassified Information (CUI). To maintain OPSEC the contractor shall:

(1) Immediately consult the contracting office's OPSEC coordinator regarding the ARTRANS Critical Information and Indicators List (CIIL) and any OPSEC questions.
(2) Protect critical information (e.g., mission details, units, cargo) from unauthorized disclosure and coordinate with the USG to minimize shared information.
(3) Report suspected/known compromises immediately to the COR and security office.
(4) Safeguard information (including CUI (formerly FOUO)) per the CIIL using measures like encryption, locked storage, restricted distribution, secure destruction, limiting verbal discussions, avoiding unencrypted phones/foreign mail, prompt document retrieval, cover pages, and minimizing public disclosure.
(5) Contact the COR/CO for clarification.

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

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

2.3.7 Vehicle Identification. The contractor shall obtain installation/port access clearance for any vehicles used in performance of this contract. Privately Owned Vehicles (POV) shall not be authorized entry in and around USG equipment unless identified as official vehicles critical to the success of the mission. Vehicle replacements are authorized only as substitutions to maintain the approved quantity of cleared vehicles permitted access.

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

2.4 Badges. All permanent and temporary personnel hired directly or indirectly by the contractor performing work under this contract, shall have in their possession, and display when required, a current workers identification badge issued by the port authority where military operations are performed. The contractor's management shall ensure compliance with this requirement.

2.5 Cyber Security. The services designated under this contract are "operationally critical support" as defined in Defense Federal Acquisition Regulation Supplement (DFARS) 252-204-7012 Safeguarding Covered Defense Information and Cyber Incident Reporting. Contractor shall
comply with Cyber Security Requirements provided in Appendix C.

3. GENERAL SAFETY REQUIREMENTS

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

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

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

3.2 Enforcement and Monitoring.

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

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

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

3.3 Safety Program.

3.3.1 Safety Program Roles and Responsibilities.

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

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

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

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

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

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

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

3.4 Communications.

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

3.4.2 Safety Information and Hazard Communication. The contractor shall ensure that all SOH program information, including but not limited to documents, signs, tags, briefings, instructions, training, and any other safety-related communications, are conveyed to

contractor employees in a language in which they are literate and capable of comprehensive understanding.

3.5 Safety Mishaps.

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

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

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

3.5.2 Safety Mishap Investigation Reporting Timelines.

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

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

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

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

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

(1) Executive summary of the mishap
(2) Chronology of events leading up to, during, and after the mishap

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

3.6 Vehicle and Port Traffic Safety.

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

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

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

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

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

3.7 Emergency Equipment Requirements. The contractor shall provide and maintain all emergency equipment necessary to ensure a prompt and effective response to any mishap or hazardous condition that may occur during operations. Such equipment shall be appropriate to the hazards present, readily accessible to personnel, fully functional, and positioned to allow immediate deployment. The contractor is responsible for ensuring that emergency equipment is sufficient in type, quantity, and placement to meet applicable regulatory requirements and to protect the safety and health of all personnel engaged in terminal operations.

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

3.9 Environmental and Hazardous Response.

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

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

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

3.9.1.2.1 Contractors shall remove personnel involved in explosives safety violations or dangerous actions while handling explosives. Procedures will be established to restrict these personnel from performing explosives handling until training or effective, corrective actions have been implemented and provided to the COR.

3.9.2 Environmental Compliance Officer. The contractor shall designate a qualified contractor employee who shall serve as the Environmental Compliance Officer (ECO) for HAZMAT handling. This employee shall be trained to assume command and control over environmental situation(s) by securing the scene/area, providing incident command and control, evacuating personnel, stopping the release, containing spills, decontaminating personnel, and requesting mutual aid from emergency services as required. Services defined in this paragraph are included in all commodity rates established in the SOR.

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

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

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

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

3.9.6.1 Secondary Containment for HAZMAT, Wastes, and POL's. The contractor shall provide containment devices of various sizes when required for temporary and permanent storage facilities that retain POL substances, HAZMAT, and hazardous waste (i.e., new or used oils, fuels, lubricants, solvents, batteries, acids, paints, antifreeze, and/or oily rags, etc.). Compensation for these devices shall be included within commodity rates in the SOR
3.9.6.2 The contractor shall coordinate secondary containment units for all bulk POL storage tanks, fuel cans, barrels, bladders, etc. In addition, secondary containment units' requirements apply to all tanks and/or containers from 5 to 55 gallons to include mobile tanker trucks used for refueling operations. All secondary containment structures shall be free from soil and sand accumulations.

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

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

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

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

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

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

4. GENERAL CONTRACT ADMINISTRATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4.2.3 The contractor has the sole responsibility to order all labor for the required TO work in sufficient quantities and classes to meet the agreed upon productivity levels and completion timelines.

4.2.4 Ordering Updates. The contractor and COR/OO shall agree on ordering services to include daily cut-off time(s) for ordering all S&RTS services. COR, OO, and contractor will establish procedures for ordering services within the first month of contract award date. Unless otherwise agreed upon in writing, the USG shall order services No Later Than (NLT)

1400hrs for 0800hrs start times for the next day. Example: Services shall be ordered by Monday at 1400hrs for Tuesday morning 0800hrs start time, Monday start times shall be ordered on Friday.

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

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

4.2.6 Cancellation of Services. Cancellation of services shall include daily cut-off time(s) for canceling ordered services per Section 6.4.6.

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

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

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

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

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

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

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

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

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

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

(1) Management, Supervision, Safety Manager, Environmental Compliance Officer, or other non-subcontracted personnel.
(2) All planning activities.
(3) Contracted Services Reporting: Administrative and contract data and requested reports for all services provided.
(4) All directly employed or subcontracted Stevedores, Longshoremen, tallymen, and warehousemen i.e., all classes of labor, foreman, supercargo, general labor, skilled labor I, II, and III, skilled drivers, crane operator, gearman, mechanics, carpenters, (not all-inclusive personnel list).

(5) All employee administrative costs for fringe benefits, guaranteed overtime, travel, or other costs
(6) CFE, MHE, and its driver/operator, gear, mechanics tools (manual and air), shop equipment, rigging, spreader bars, slings, wire rope, hooks, shackles, straps, and military style slave cables.
(7) Mobilization and demobilization of all labor, equipment, and gear.
(8) Materials and miscellaneous supplies (PPE, safety devices, safety cones, dunnage, POL, fuel, and hazardous collection and/or cleanup supplies).
(9) Lashing and unlashing for all conveyances (vessel and truck).
(10) Cargo accountability, cargo inspections, cargo and lashing inspections for vessel.
(11) Tallying & checking services (i.e., runners, scanning, documentation, vessel foot printing, and timekeeping). Includes measuring cargo and validating cargo dimensions
(12) Cargo management (i.e., space, consolidation and stripping/loading of secondary loads, frustrated, towing, stacking, stripping, contact maintenance, safety/environmental).
(13) Cargo transfer during loading/unloading operations.
(14) Housekeeping (e.g., vessel, yards, lots, warehouse, and facilities).
(15) Staging setup and closure.
(16) Port tariff fees/charges associated with USG cargo handling.
(17) Assisting in opening/closing containers during CBP inspections.
(18) Moving vehicles forward in staging yards and hand-off points as required.
(19) Recovering, storing, and inventory for any excess materials or supplies after each operation.

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

(1) Commodity 35 – Aircraft. Rotary or fixed wing.

(2) Commodity 40 – Breakbulk. Non-rolling stock cargo that is not containerized. Field maintenance units M7-FRS or multiple stacked flat racks, skid mounted generators, or loaded 463l pallets, etc.

(3) Commodity 44 – Containers. Nonexplosive - less than twenty foot in length (i.e., ISUs, Bicons, Tricons, Quadcons).

(4) Commodity 45 – Containers. Nonexplosive - 20'and 40' lengths or multiple knuckled containers configured into twenty or forty foot units.

(5) Commodity 60, 61, and 67. Vehicles and trailers - classified by weight class.

4.5.2 Commodity Pricing. The USG shall compensate the contractor for commodities handled. The Unit of Measure (UOM) shall be "Measurement Ton (MTON)". For payment purposes, breakbulk secondary loaded, nested, or stacked on cargo beds or trailers will be considered part of prime vehicle/trailer and counted as part of the prime vehicle or trailer. Stacked/bundled flat racks shall be counted as one (1) piece.

4.5.2.1 In addition, commodity rates are intended as onetime payment for movement of cargo, (e.g., from its staged location (point of rest), moved to the final point of stow onboard the vessel, "or" from the stowed location onboard the vessel to its designated final point of rest per the USG's staging plan) or from point of rest (staging) to/from CULT assets (truck. The USG will not pay for cargo consolidation or any resulting double handling unless specifically requested and approved in advance by the COR. Routine cargo tallying and checking are excluded from this requirement. Any temporary stoppage of cargo flow between staging areas and transport (vessel and truck) is the contractor's responsibility and at their expense.

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

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

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

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

4.5.2.3 The contractor shall be responsible for using proper methods of draying, lifting, or towing vehicles/trailers and general cargo as stated elsewhere in this PWS, military standards per Army Regulation (AR) and Modal Instructions (MI). The USG preferred and most efficient method of loading or discharging vehicles is by driving them under their own power. The USG will not compensate the contractor for loading/discharging cargo in an unintended commodity method (e.g., lifting operable vehicles in lieu of driving them or separating a trailer from its prime mover) unless approved by the COR. The contractor shall be fully responsible and liable for all damage caused by its personnel for negligence due to improper handling methods.

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

4.5.2.5 CFE/MHE Included in Commodity. For this contract, one (1) 4-to-10-ton forklift with operator and one (1) flatbed trailer or container chassis with tractor head and operator are included in the vessel load/discharge commodity rate (Schedules 1A1 and 1A2). One (1) 4-to-10-ton forklift with operator is included in any truck load/discharge commodity rate (Schedule 1B). Any additional CFE/MHE necessary for operation shall be rented and compensated per Schedule 4 and/or Schedule 8.

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

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

4.6 TABLE 1 – Cargo Handling (Services) Operations.
****NOTE:** The USG refers to the following cargo handling table (as definitions); the table does not define each as separate billable item(s). Example: Schedule 1A1 – Vessel Loading. Vessel loading encompasses all activities required to load cargo aboard a vessel, including but not limited to: vessel preparation for loading operations; cargo movement from its staging area to the vessel via driving, towing, or drayage; stowage of cargo in designated locations; securing of cargo (lashing); documentation, foot printing, tallying & checking of cargo; correction of any lashing deficiencies identified during the Chief Mate's lashing inspections; vessel housekeeping and debris removal; and reconciliation of the loading operation with the COR.

4.6.1 TABLE 1

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

4.7 Guaranteed Time and Detention Time.

4.7.1 Guaranteed Time. Guaranteed time is defined as a minimum work guarantee specific to the local labor agreement. The USG will only pay guaranteed time to the contractor when established minimums exist in the ports governing labor agreement. In no case will the USG pay guaranteed time when services are ordered but the contractor is unable to provide

sufficient personnel to conduct the operation or when contracted labor refuses to perform the services for which ordered. If the contractor estimates work completion and orders labor unnecessarily, resulting in work finishing before the next scheduled shift, the contractor shall be liable for all guaranteed time at their own expense.

4.7.1.1 Minimum Charge of Guarantee Time. Minimum guaranteed compensation per gang type shall be assessed when total revenue earned from commodity services **(1A1, 1A2, and 1B)** equal less than the guaranteed time per each gang type under Schedule 3C. Minimum guaranteed time is not applicable when compensation for commodity work exceeds minimum gang rates or work is reduced or cancelled by an unauthorized action of the Contractor or when unreasonably slow work by the Contractor results in moving insufficient cargo to cover commodity.

4.7.2 Minimum Charge of Barge. The USG shall combine the total MTON for all cargo loaded regardless of type. During a work shift (i.e. Day Shift), if combined cargo totals equal 150 MTON or greater, the Contractor shall be compensated per the commodity rate of each cargo type per Schedule 1A3. If combined totals are less than 150 MTON per shift, the Contractor shall be compensated the minimum charge of 150 MTON for that shift. The Contractor shall make every effort to maximize lighter barge loads where compensation is based on commodity rates.

4.7.3 Minimum Charge for Schedule 2. Minimum charge for work performed on a man hour basis under this schedule shall be a minimum of seven (7) hours per man per shift.

4.7.4 Minimum Charge for Schedule 4. Minimum charge for work performed on an equipment usage basis under this schedule shall be a minimum of seven (7) hours per equipment per shift. EQR hourly rate includes cost of operator. Therefore, USG shall not compensate for operator separately.

4.7.5 **Detention.** Detention time is defined as any work stoppage during commodity operations resulting from causes beyond the contractor's reasonable control (e.g., modifications to operational plans). The contractor shall bear the cost of detention periods not exceeding fifteen (15) minutes. For detention periods exceeding fifteen (15) minutes, the contractor shall be compensated at the applicable labor rate specified in Schedule 3A. Detention of contractor MHE, which includes the operator, shall be compensated per Schedule 4 of the SOR. Operator shall not be compensated separately on top of EQR. The contractor shall immediately notify the COR of any work stoppage and shall exercise due diligence to resume work or redirect labor and equipment to minimize delays. The contractor remains responsible for any lost time attributable to its own negligence or default. All detention time shall be calculated to the nearest fifteen-minute increment and compensated during commodity work hours. The USG shall not be liable for detention of labor not directly required for the commodity operation, nor for detention resulting from interdependent labor classes during commodity work. All labor necessary for a commodity operation (including, but not limited to, general labor, checkers, supervisors, drivers, and lashers) is considered integral to the single commodity rate and is not eligible for detention compensation while other crew members are actively performing commodity work. The contractor shall submit supporting documentation (timesheets and/or logbooks) to the COR at the conclusion of each shift, detailing all claimed detention time. Compensation shall be per Schedule 3A of the SOR.

4.7.6 Guaranteed and detention times are subject to the following:

(1) The contractor shall be solely responsible for absorbing the cost of the first fifteen (15) minutes or less of guaranteed or detention time incurred. For any period exceeding fifteen (15) minutes, the USG will compensate the contractor at the established applicable rates outlined in the SOR. This compensation will be limited to those laborers directly affected by the guaranteed or detention time, specifically including checkers and equipment operators.
(2) Payment will be calculated for each period exceeding fifteen (15) minutes, encompassing the initial fifteen-minute increment and each subsequent fifteen (15) minute increment thereafter.
(3) The USG will not provide compensation for guaranteed or detention time related to Contractor-Furnished Equipment (CFE) or MHE not available.
(4) During a commodity operation, the USG shall not pay guaranteed or detention time separately to any class of labor working commodity in conjunction with other classes of labor working the same commodity operation or any part of a gang not required on a commodity activity. For example, unloading operation is inclusive of unlashing and unloading cargo to its designated place of rest or stow under one (1) commodity rate. Lashers who finish unlashing are still on commodity time (i.e., not guaranteed or detention time) until drivers complete unloading and staging cargo in its final point of rest or stow and all tally and checking and inspections are completed. During a load operation, after drivers complete the load, they remain on commodity rates until lashers have completed all lashing and all tally and checking, and inspections are completed. While any portion of labor, to include checkers, are working commodity, all are listed as commodity.

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

4.7.7 Documented Evidence. The contractor shall provide to the COR all approved documentation (time sheets, hatch logs, or logbook) as evidence justifying detention time, guaranteed time, or overtime at the end of each shift. The USG will not pay the contractor for detention time, guaranteed time, overtime, or extra labor unless the contractor receives pre-approval from the COR prior to work commencement. Written approval is required, but COR may provide oral authorization during the mission and follow-up with written approval at a time when it is convenient to do so. Failure to follow the above shall preclude compensation except with CO approval. The USG will not pay/compensate the contractor where services are ordered, and service/work is not being performed.

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

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

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

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

4.9 Overtime. Overtime is defined as work being performed past established normal weekday day shift unless further defined by local labor agreements, current Labor Law, or CBA then they shall apply. Additional information covering payment and applicability of overtime for the port(s) specified in this contract is provided in Section 6.

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

4.11 Equipment Rental Rates (EQR). Equipment rental (rates) shall be used to compensate the contractor for use of its CFE/MHE when approved by the COR. As defined by its use elsewhere in this PWS, EQR applies to equipment owned or rented/leased and operated by the contractor and used while handling USG cargo in conjunction with XL ordered services. The contractor shall provide an hourly and/or daily rate for CFE/MHE in Schedule 4 of the SOR. Daily rates shall imply 24-hour period, starting when CFE/MHE is in place and ready to be used. The rates for MHE/CFE in schedule 4 of the SOR shall be inclusive of transportation, set-up, removal, operator, and any other required gear/equipment to conduct cargo handling.

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

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

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

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

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

4.12.2 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. Depending on crane size and port location, escort vehicle fees may be required under Japan road regulation. All equipment used will be subject to written approval by the COR. Crane rental/usage and escort vehicle rates are provided in Schedule 4 of the SOR .

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

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

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

(1) Timekeeping or a daily time keeping logbook, hatch logs, time sheets, and tally sheets
(2) Daily port work accomplishment plan
(3) Verbal reports or other requested data for verification of all services and contracted labor was provided for each shift/day's operations for the purpose of reconciling all ordered services
(4) Monthly COR and contractor meetings

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

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

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

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

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

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

4.15.5 Request for Information or Documentation. The contractor shall maintain communications and/or respond to USG inquiries regarding the status of work, cargo, or labor within four (4) hours or less when notified by the COR. The contractor shall immediately notify the COR of their inability to perform any task or function IAW this PWS. Compensation for communications will not be billed separately.

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

4.15.7 Reports and Documentation (Summary)

Table 2

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4.17.3 Transition of S&RTS Contract Services. The outgoing contractor and the incoming contractor shall actively participate in a joint inventory of all property with the COR. The outgoing contractor shall ensure all property is accounted for and made available for transfer. The incoming contractor shall verify the inventory and accept accountability for the property. The joint inventory shall be completed, and all discrepancies resolved, within seven (7) calendar days of the S&RTS contract performance start date unless the Contracting Officer (CO) approves an extension. The outgoing contractor shall complete the transfer of all property to the incoming contractor within seven (7) calendar days following the completion of the joint inventory.

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

4.19 Order of Precedence. The contractor shall accomplish all tasks IAW referenced regulations identified in the PWS. When a conflict exists between the PWS and regulations set forth therein, the PWS will prevail unless the regulation mandates priority. In the event there is a conflict between or among two (2) or more such regulations, those coded mandatory shall prevail over those coded advisory. Between or among those similarly coded, those issued by a higher authority shall prevail over those issued by a lower authority and between or among those issued at the same level of authority, those with a later date of issue shall prevail over those with earlier dates of issue.

4.20 Performance Requirements – Quality Assurance (QA).

4.20.1 Contractor Performance Requirements. The contractor's performance shall be measured against the performance objectives listed in contractor Performance Requirements Summary (PRS). The PRS provides critical performance indicators, standards, and acceptable quality levels used in evaluating contractor's performance.

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

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

4.20.3 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.

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

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

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

4.20.4.3 TABLE 3

Desired Outcome	*PWS SECTION*	*Performance Threshold (metric)*	*Source of Data*	*How Often Collected*	*Calculation*
SECURE OPERATIONS	2/6	NO MORE THAN ONE (1) SECURITY VIOLATION PER YEAR	INCIDENT REPORTED	EACH MISSION	# OF SECURITY INCIDENTS PER YEAR
TIMELY CYBER INCIDENT REPORTING	2	NO MORE THAN ONE (1) LATE CYBER-INCIDENT REPORT OR UNREPORTED CYBER-INCIDENT IN A 12 MONTH PERIOD	SUBMITTED (OR DISCOVERED) CYBER-INCIDENT REPORTS	AS REQUIRED	# OF REPORTS OR UNREPORTED CYBER-INCIDENTS PER YEAR
SAFE OPERATIONS	3	NO MORE THAN ONE (1) SAFETY OR REGULATORY NON-COMPLIANCE INCIDENT PER YEAR AND NO INCIDENTS THAT RESULT IN SERIOUS INJURY OR DEATH	INCIDENT REPORTED	EACH MISSION	# OF SAFETY OR REGULATORY INCIDENTS PER YEAR
TIMELY TASK ORDER RECONCILIATION AND INVOICING	4	NO MORE THAN TWO (2) INSTANCES OF LATE RECONCILED TASK ORDERS OR INVOICING PER YEAR	SUBMITTAL OF SUPPORTING RECONCILIATION DOCUMENTS AND INVOICES	EACH MISSION	# OF LATE RECONCILIATION OR INVOICE SUBMISSIONS PER YEAR
TIMELY REPORTING	4	NO MORE THAN TWO (2) LATE REPORTS PER YEAR	SUBMITTED TIME LOGS, TIMESHEETS, REPORTS	AS REQUIRED	# OF LATE OR NOT SUBMITTED REPORTS PER YEAR
TIMELY OPERATIONS (VESSEL AND 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 MISSION	# OF LATE MISSION STARTS AND/OR COMPLETIONS PER YEAR

ENVIRONMENTAL SPILLS	5	NO MORE THAN ONE (1) INCIDENT RESULTING IN ENVIRONMENTAL SPILLS PER YEAR	INCIDENT REPORTED	AS REQUIRED	# OF INCIDENTS RESULTING IN ENVIRONMENTAL SPILLS PER YEAR
CARGO FREE FROM DAMAGE, LOSS, OR PILFERAGE	6	NO MORE THAN TWO (2) INSTANCES OF DAMAGED, LOST, OR PILFERAGED CARGO PER YEAR	INCIDENT REPORTED	EACH MISSION	# OF INSTANCES OF DAMAGED, LOST, OR PILFERAGED CARGO PER YEAR

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

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

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

4.21 Quality Control Inspection Plan (QCIP). The QCIP is a formal document prepared by contractor that contains specific performance standards, methods, and inspection frequency, assignment of responsibility, and manner of record preservation to support the contractor's Quality Control Inspection Program. The contractor shall provide a QCIP to the CO and COR within ten (10) calendar days of contract award date. The QCIP will contain a Quality Control Inspection Checklist (QCIC) which, at a minimum, will contain all elements of the PRS.

4.21.1 The QCIP shall include the following:

(1) A quality control inspection system covering general and specific tasks included in the contract scope of work. It should specify tasks or areas to be inspected on both a scheduled or unscheduled basis, and the manner in which inspections are to be conducted.

(2) The names of firms or individuals tasked to perform inspections and the extent of their authority. This may be in the form of an organization chart or other form approved by the COR.

(3) A method of identifying deficiencies in the quality of services performed before the level of performance becomes unacceptable.
(4) A method of documenting and enforcing quality control operations of prime or subcontractor work, including inspection and testing.

4.21.2 Quality Control Inspection Checklists (QCIC). The contractor shall submit the completed QCIC to the COR upon completion of every vessel operations mission.

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

4.22 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.

4.23 Contractor Performance Assessment Reporting System (CPARS). The COR will assess the contractor's performance. Assessment includes contractor's performance during a specific time period determined by the CO. Each assessment is based on performance requirements IAW the PWS and the Quality Assurance Surveillance Plan (QASP). The report will be entered into the USG automated information system CPARS IAW FAR 42.15. The contractor shall be required to provide name and email address of an individual who represents their company. This person will receive access to CPARS to view and respond to any CPARS ratings provided by the USG.

4.24 Other Contracts. The contractor shall fully cooperate with other contractors and USG employees. The contractor shall adjust the work schedule as requested by the COR. The contractor shall not interfere with the performance of any other contractor or USG employees.

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

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

4.26.1 Performance of Services. During a crisis or contingency as declared by the National Command Authority, or Overseas Combatant Commander, the contractor shall respond on short notice (within 24 hours) to perform the contractual services. Furthermore, the contractor shall perform these tasks for an indefinite period of time on a 24 hours a day, 7 days a week basis. A contingency operation is a military operation designated by the Secretary of War as one where U.S. Armed Forces are, or may become, involved in military actions, operations, or hostilities against an enemy or opposing military force. These operations can be triggered by a variety of situations, including natural disasters, terrorist attacks, or as directed by appropriate authority to protect national interests. They often involve wartime plans and preparations across the federal government and within military branches (Title 10, United States Code, Section 101[a] [13]).

5. GENERAL STEVEDORING AND RELATED SERVICES REQUIREMENTS

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

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

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

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

5.1.3 Onsite Representative. The contractor shall provide a dedicated, operationally knowledgeable representative proficient in speaking, reading, and writing the English language to serve as an onsite representative during terminal operations. The contractor shall provide an alternate representative on-site for each shift. The contractor's representative shall

interface with the COR during all daily meetings and operations and have decision making authority. Those individuals shall also be able to communicate proficiently in the English language, have decision-making authority, and shall act as the central POC between the COR and the contractor during all operations (e.g. truck, stuffing, striping, and vessel operations).

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

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

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

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

5.2 Driver/Operator & Vehicle Operation.

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

(1) Basic hand and arm signals of ground guides
(2) Emergency stopping procedures
(3) Start-up and shutdown procedures for all types of vehicles

(4) Location of controls, battery switches, and breaking
(5) Demonstration of vehicle blind spots
(6) Preventive maintenance checks and services (PMCS)

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

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

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

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

5.2.3.3 Operation of Contractor Furnished Equipment (CFE). The contractor shall maintain and operate all CFE/MHE used during military operations IAW applicable local port authority directives, 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 replace that CFE/MHE. The contractor shall replace any non-compliant CFE/MHE to minimize any delay or hindrance to military operations. Example of non-compliance is leaking POL, excessive smoking exhaust, or no brakes. The contractor shall notify the COR when the equipment is made compliant and before its use is approved to be used.

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

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

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

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

5.3.2 Cargo Reception and Planning the USG will:

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

5.3.3 Vessel Loading and Discharging the USG will:

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

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

(1) Advance information and documentation as it becomes available concerning cargo released for shipment to/from the terminal.

(2) Inbound ships due with retrograde cargo, berthing, and dates to be worked.
(3) Inbound cargo on/from other conveyances truck manifests, bills of lading, or other documents needed for invoicing payments.
(4) A listing of cargo to be loaded on each ship and the pre-stow plan(s) for vessel loading and/or discharge plan(s) and staging plan(s) for discharge operations.
(5) Disposition and marking instructions for retrograde cargo and the arrangement of inland transportation.
(6) Specifications for the processing of military vehicles.
(7) Cargo status reports, to include:
    (a) Aged cargo reports – Cargo data printout showing time-in-terminal of shipments on hand.
    (b) Weekly open transfer reports, if deemed mission-relevant by the COR.
    (c) Daily on-hand reports - import/export, if deemed mission-relevant by the COR.

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

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

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

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

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

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

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

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

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

the contractor. The contractor shall ensure vehicles loaded have brakes set and secured by one (1) set of chains/straps before movement of CLH. The contractor shall assist CLH driver in removing and reinstalling the transporter components, i.e., sideboards, rails, chains, and if applicable, tarp cargo, replace placards and labels (supplied by the USG) as needed, and ensure all cargo is secured/tiedown before allowing the CLH to depart. Compensation shall be per Schedule 1B of the SOR.

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

5.5.4 Military Convoys. The USG may elect to convoy vehicles and other cargo to/from the seaport whereas the contractor shall receive or disposition cargo by military convoy. The contractor shall provide cargo management, tallying & checking, ground guides, contact maintenance, CFE/MHE, and other support services for arriving or departing convoys. Compensation for reception only and disposition only of convoys defined in this paragraph shall be by Schedule 2 of the SOR. The contractor shall be compensated for loading or discharging military convoyed CULT assets when/if those commodity services are ordered.

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

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

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

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

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

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

5.6 Vessel Operations. All stevedoring services for vessel operations listed in this section, unless otherwise stated, shall be inclusive of commodities (Schedules 1A1and 1A2

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

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

5.6.1.2 The contractor shall be responsible for providing all personnel/CFE/MHE needed to provide S&RTS simultaneously in all areas of the port/terminal, vessel, multiple vessel decks, staging areas, traffic routes, tally and checking, and supervision/management.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5.6.6 Lashing or Securing Cargo Onboard the Vessel. During vessel loading the contractor shall not allow time to lapse between loading cargo and lashing or securing the cargo in its final stowed position. When cargo is loaded in a temporary stow location, cargo shall be lashed and secured with at least one (1) set of lashing gear (front and back). The contractor shall secure all cargo IAW ARTRANS-TEA Reference MI-22, (Lashing Handbook for Marine Movements) or when otherwise instructed by the vessel chiefs' mate. The contractor shall coordinate all vessel activity through the COR. (Schedule 1A1 of the SOR)

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

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

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

5.6.9 Storage of Unused Materials. Unused dunnage, lashing gear, and securing material belonging to the vessel shall be re-stored by the contractor aboard the vessel according to the instructions of the vessel master or chief's mate. (Schedule 1A1 of the SOR)

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

5.6.10.1 Loading or Stripping MAFI trailers. The contractor shall provide labor, gear, and CFE/MHE to load or strip cargo from ship's gear during vessel commodity operations. Compensation for loading or stripping cargo from carrier-owned ships gear shall be considered an extension of the vessel deck, whereas vessel commodity rates shall apply to this method are included in Schedules 1A1 and 1A2 of the SOR. MAFI trailers left behind after vessel operation for later stripping or loading shall be compensated at established XL/EQR rates established in Schedules 2 and 4 of the SOR.

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

5.7.1 Staging Area Requirement. The contractor shall provide adequate area to stage USG cargo, load/discharge CLH, and if needed, may double as aircraft staging/assembly/landing zone area. Staging area shall have but not limited to the following requirements:

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

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

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

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

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

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

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

5.8 Stuffing and Un-stuffing Containers. When requested by the COR, the contractor shall stuff and un-stuff containers in such a manner that the contractor does not damage cargo. The contractor shall remove cargo from its place of rest and stuff it into designated containers, transporters, or onto flat racks. Stuffing includes securing of the cargo inside the container per ARTRANS-TEA MI-23 (Tiedown Handbook for Containerized Movements) and TM 55-2200-001-12 and applying its container door seal (provided by the USG). The contractor shall un-stuff cargo from containers, transporters, or flat racks to a designated place of rest or for customs inspections. Un-stuffing includes the removal of labels, blocking, bracing materials, debris, and nails, as well as the reinstallation of contents with appropriate blocking and bracing. Blocking and bracing are essential cargo securement methods that prevent cargo from moving during transportation by using materials to fill gaps and restrain it from all sides. The USG will compensate the contractor for Stuffing/Unstuffing, XL rates in Schedule 2 of the SOR.

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

5.9 Weighing Containers. When requested by the COR, the contractor shall provide (when requested or labeled weight discrepancy are reported) the gross container weight and the associated container number to the COR. All containers loaded aboard ship shall adhere to Safety of Life At Sea (SOLAS) requirements. The contractor shall verify the Verified Gross Mass (VGM) certificate such as DD Form 2781 for all containers. Compensation for services defined in this paragraph shall be at XL/EQR rates. (Schedules 2 and 4 of the SOR)

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

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

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

5.10.3 Rinsing Services. When requested by the COR, the contractor shall provide or arrange services for final rinsing services of export cargo destined for Continental United States (CONUS) locations. The contractor shall provide a sterile staging area meeting the standards specified by the USG representative (Agriculture Inspector) and located as close to vessel berthing as possible. The rinsing will be performed in this sterile area and shall include the rinsing of the land transportation equipment used for the transportation of the equipment to be exported. Compensation shall be per OOP.

5.10.4 The contractor shall ensure equipment cleanliness meets the standards specified by the USG and Host Nation Agriculture Inspector present at the rinsing location prior to moving the equipment to the sterile staging area on their terminal or port lot. Any equipment leaving the rinsing area without the approval of the Inspector will be returned to the rinsing area for final inspection at no additional cost to the USG. Rinsing and inspecting of export equipment will only be conducted during daylight hours. The contractor shall not offload non-rinsed and non-inspected equipment on their terminal or port lot for later rinsing and inspection, unless specifically authorized by the COR. Failure to gain USG approval will be at the contractor's own expense.

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

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

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

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

5.13 Frustrated Cargo. Frustrated cargo is defined as cargo that has been stopped or impeded, preventing it from reaching its intended destination. This often occurs due to issues like incorrect labeling, missing information, or other shipping errors, causing delays and requiring extra handling to resolve. The contractor shall notify the COR immediately of all discrepancies found with USG cargo. Reasons cargo may be frustrated are, but not limited to, missing documents, labeling discrepancies, damage, leaking POL's or hazardous substances, missing or damaged door seals, or missing placards. Frustrated cargo shall be separated from general cargo upon its discovery (reception thru disposition) and placed into a separate area within the staging yard/lot (segregation shall apply for hazardous classes). Compensation for services defined in this paragraph are included in all commodity rates established the SOR.

5.13.1 The contractor shall separate and report all cargo not on the cargo list or frustrated to the COR. Frustrated cargo/vehicles shall not be staged with other cleared cargo/vehicles until all discrepancies have been corrected. The contractor shall report in writing on the status of all frustrated cargo, its discrepancy, location, and length of time the cargo was frustrated, and shall submit the report to the COR daily.

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

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

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

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

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

than 20% or in weight commodity 61/67.
(7) Inoperable trucks and/or trailers with uncompromised air braking systems shall be aired up to unlock brakes while towing.

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

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

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

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

5.14.3.3 The contractor must be equipped and capable of providing light duty maintenance for vehicles up to 150,000 lbs. and/or heavy-duty maintenance for vehicles over 150,000 lbs. to support cargo loaded or unloaded from each conveyance (vessels and truck).

5.14.3.4 Contact Maintenance Team (CMT). The contractor shall ensure the CMT is proactive in checking the operational status of equipment being loaded and/or off-loaded from vessels or 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 fifteen (15) minutes on any “one (1)” vehicle before the determination is made to tow the vehicle(s). The work of the CMT is to enable movement of inoperable 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 to complete mission operations. Compensation for services defined in this paragraph for contact maintenance is inclusive of all vessels and truck load/unload commodity rates established in the SOR.

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

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

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

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

5.15 Cranes, Rigging Gear, and MHE

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

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

5.15.2.1 Lifting Gear and Rigging. The contractor shall load test all lifting gear and rigging used in connection with all military operations. All tested equipment shall be tagged, certifying it meets the required industry and DoD standards IAW Technical Bulletin (TB) 43-0241. The contractor shall make available all records pertaining to required inspections, load testing, and certification for review by the COR/Safety Manager upon request. The contractor shall ensure all crane riggings include tag lines.

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

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

5.15.4 Mobile Crane Service. The contractor shall have the capability to provide mobile cranes up to 250-ton capacity. Mobile crane cost shall include (if applicable) mobilization setup and tear down, crane rigging gear, fuel, POL, and crane operator(s). The contractor shall furnish extra heavy lift equipment/gear (MHE, shore side crane, floating crane, or mobile crane) if needed in addition to crane rental equipment. Compensation for this service shall be at established rates in Schedule 4 of the SOR, or OOP expense if rates do not exist.

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

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

5.15.6.1 Ramps. When requested by the COR, the contractor shall provide mobile ramps for loading or discharging commercial trucks. Compensation is included in SOR commodity rates.

5.15.7 Aviation Support. At the request of the COR/OO, 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 the aviation unit is not available or does not have all the required equipment, the contractor shall provide or source equipment as requested by the COR. All equipment ordered will be reimbursed via rates set in the SOR, or OOP expense if rates do not exist. All such equipment must meet load testing standards prior to use IAW TB 43-0241.

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

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

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

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

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

5.18.1 Container Security Wall. When requested by the COR, the contractor shall provide 20ft. or 40ft. containers for the construction of a security perimeter wall at the terminal. Containers shall be placed end to end and in such a manner as to give 100% unbroken space between each container, with a single entrance and exit, and encompass the entire radius of the designated work area. Containers double stacked shall be locked with container locks at each corner between the upper and lower container. Compensation for containers includes transportation, setup, dismantling, and removal from the terminal for construction of the security perimeter wall. A single rate per container will be paid as established in the SOR, or OOP, if rates do not exist.

5.18.2 Portable Fencing. When requested by the COR, the contractor shall provide security fencing. The fence shall be chain link in type, no less than three (3) meters in height, and topped with barbed wire (if needed). Fencing shall be supported to withstand high winds and/or intrusion. The fence shall be enough to secure the entire designated area and be accessible by gates large enough to allow two-way vehicle traffic with locking mechanisms. Fencing shall be used to secure all USG cargo staged at designated facility or port area. Compensation will be based on a per-liner meter or foot rate (perimeter only), including gates, fittings, supports, delivery, installation, dismantling, and removal, at the rate specified in Schedule 8 of the SOR, or OOP if rates do not exist.

5.18.3 Security for Military Aircraft or Specialized Cargo. When requested by the COR, the contractor 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. Compensation for aircraft/specialized cargo security shall be at OOP expense.

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

5.19 Warehousing. When requested by the COR, the contractor shall provide short/long-term warehousing for USG owned equipment, vehicles, materials, and cargo transitioning the port. Warehouse space shall be secured from commercial operations and have access to loading docks for cargo transfer. When requested by the COR, the contractor shall provide warehousing space separated by wall or fencing. Warehousing shall have lighting and be accessible to ARTRANS personnel and other USG designated personnel on a 24 hours a day and seven (7) days a week basis. Compensation shall be at established rates in Schedule of the Rates, or OOP expense if rates do not exist.

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

5.20.1 Tarpaulins. When requested by the COR, the contractor shall provide serviceable, water-resistant tarpaulins to cover USG cargo. Compensation shall be at OOP expense.

5.20.2 Securing Material. When requested by the COR, the contractor shall furnish additional lumber, dunnage, and lashing material required for securing of cargo. Compensation shall be at established rates in Schedule 7 of the SOR, or OOP expense if rates do not exist.

5.20.3 In the case of ISPM 15 (heat treatment) wood requirement, request for cost reimbursement (see section 4) items shall be accompanied by vendor receipts to verify actual expenses. Compensation shall be at established rates in Schedule 7 of the SOR, or OOP expense if rates do not exist.

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

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

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

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

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

5.20.6.3 Contractor provided fuel handlers shall be incorporated with the contact maintenance teams when fuel operations are not ongoing. The contractor shall be compensated for labor used in cargo fueling/defueling at the appropriate XL rates per Schedule 2 of the SOR.

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

5.22 Trash Disposal Service. The Contractor shall provide (when ordered by the COR) refuse or recycling containers, including the transportation, placement, setup, and removal for the collection of debris and recyclable trash. Placement, setup, and removal each container shall be capable of holding and have a minimum 8.5 cubic meters of space. The Contractor shall be responsible for placement, setup, and removal, emptying each refuse/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 per OOP expense if rates do not exist in the SOR.

5.22.1 Disposal of Scrap. The Contractor shall provide disposal of scrap when ordered by the COR/OO. Scraps refer to materials used for vessel operations and include, but are not limited to, damaged dunnage, used fabrication materials, broken lashing materials, etc. Compensation shall be per Schedule 10 of the SOR.

5.23 Lightering. The contractor shall provide cargo transportation and transfer from vessel to vessel, vessel to pier, pier to vessel, and pier to pier within the ports of Yokohama. Lightering refers to the use of a lighter barge for any form of short distance transport. Compensation shall be per Schedule 1A3.

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

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

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

NOTE 2: Table 3 reflects the total time a ship is in port. Other factors such as piloting and docking procedures, tides and weather, bunkering operations, receiving ship's stores, and cast-off procedures affect the total port time a vessel keeps a berth from being used for other vessel or commercial purposes.

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

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

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

TABLE 3

A **Vessel Type**	B **Available load space**	C **D- Discharge** **L-Load**	D **Discharge Pieces per hour**	E **Loading Pieces per hour**
Fast Sealift Ships (FFS) (using shipboard crane) LO/LO	202,627 ft^2 ***151,970 ft^2***	36hrs. (D) 72hrs. (L)	23	12
LMSR	373,815 ft^2 ***280,361 ft^2***	48hrs. (D) 72hrs. (L)	32	22
RORO (car carrier)	332,350 ft^2 ***182,938 ft^2***	48hrs. (D) 48hrs. (L)	21	21
Container Ship (using port crane)	2341 TEU Slots	24hrs. (D) 24hrs. (L)	25	25

Container Ship (using ship(s) crane)	1649 TEU Slots	24hrs. (D) 24hrs. (L)	17	17
CAPE (RORO)	168,639 ft^2 ***126,479 ft^2***	48hrs. (D) 48hrs. (L)	15	15
Heavy Lift (shore crane or shipboard crane) LO/LO	93,594 ft^2 ***70,195 ft^2***	96hrs. (D) 96hrs. (L)	8	8

6. PORT - TERMINAL SPECIFIC REQUIREMENTS

6.1 Requiring Activity. The 836th Transportation Battalion headquartered at Yokohama North Dock serves as the Single Port Manager (SPM) for DoD booked cargo transiting through the Port(s) in Yokohama and East Japan. The Contractor shall provide stevedoring, longshoring, and allied services to move U.S. Government owned and/or sponsored cargo to and from any U.S. Government and/or commercially operated vessel at any pier or anchorage at the ports in Yokohama and East Japan. Contractor shall provide longshore and associated labor and equipment services to/from U.S. Government facility at Yokohama North Dock (YND). US Government may order services at any time, seven days a week, subject to the provisions contained in this contract.

6.1.1 Contractor shall be required to provide high operation tempo, including working multiple decks and multiple vessels simultaneously.

6.1.1.1 Commercial Ports. If the contractor receives a request for services at another port in East Japan, other than at YND, the USG shall notify the contractor at least NINETY (90) DAYS in advance to allow the contractor to confirm if services can be provided at the commercial port.

6.1.2 Bonds of Responsibility for Cargo The contractor shall coordinate all cross-border logistics, port operations and inland transportation. All operations must comply with the Defense Transportation Regulation (DTR) Part V (Customs), Host Nation transit agreements, and applicable international trade laws. The TSP is solely responsible for navigating customs clearance processes without delaying the mission.

6.1.2.1 Stevedoring/Longshoring Operations

6.1.2.1.1 Loading. The Contractor shall take acceptance of and liability for all cargo at the cargo assembly/staging area and for such cargo during transit to shipside or to truck or trailer until such cargo is lifted aboard ship and stowed, lashed and secured therein or on to truck, trailer, or vessel.

6.1.2.1.2 Discharging. The Contractor shall take acceptance of and liability for all cargo from the time cargo is unlashed, discharged from the vessel, transported to cargo assembly/staging area and finally released to USG, if done with any USG and/or commercially operated vessel at any pier or anchorage.

6.1.2.2 Barge Cargo. When cargo is discharged into a barge/lighter or other watercraft alongside a vessel and requires securing, or when cargo must be unsecured from a barge/lighter or other watercraft alongside a vessel before being loaded into a vessel, the Contractor shall be compensated at commodity rates as specified in Schedule 1B, and the cargo shall be considered as being in the custody of the Contractor at such times.

6.1.2.3 The Contractor shall not be compensated for standby time resulting from their own actions or performance, including delays that directly impact other activities, unless the delay is beyond the Contractor's control and occurs without the fault or negligence of the Contractor. Standby time shall only be authorized with approval from the COR. Reference Table 3.

6.1.2.4 Cargo Assembly Area. The Contractor shall provide and operate mobile truck cranes and forklifts and other material handling equipment (MHE) in the number and capacity deemed necessary by the Contractor and COR to handle cargo within the cargo assembly area when operating on a commodity rate basis. Cargo assembly area is defined as the area within 150 meters of ship or barge berthed at pier.

6.1.2.5 Roll on/Roll off Operations. The term "Roll on/Roll off (RO/RO) Operations" used herein represents handling of cargo which can be either loaded or discharged by ramp(s) of RO/RO vessel and includes cargo inspections, tie down/lashing and unlashing, lashing inspections, and/or returning lashing gear to designated bins per chiefs mate instructions, and debris removal services thereon.

6.1.2.6 Stevedore Gang. Per published port tariff**,** established standard for gang strength for all commodities under stevedoring operation (Schedule 1A1 and 1A2) consists of 13 personnel including gang boss, winch man and tally man. Number of gang(s) and those personnel assigned to vessel gang(s) may be increased or decreased by mutual agreement of the Contractor and COR.

6.1.2.7 Longshore Gang. Per published port tariff**,** established standard for gang strength for all commodities under longshoring operation (Schedule 1B) consists of 9 men including gang foreman and tally man. Number of gang(s) and those personnel assigned to longshore gang(s) may be increased or decreased by mutual agreement of the Contractor and COR.

6.1.3 Cargo Not Otherwise Specified (NOS) Cargo. NOS cargo consists of all types of heavy and bulky equipment items of cargo which are unboxed, not palletized, or not unitized. Some examples include, but are not limited to, empty barrels and metal drums, all sizes (excluding gasoline drums); cement in bags; metal products; pipes; landing mats; reels either full or empty; pilings, poles, ties, cross arms, plain and creosoted; lumber and logs; barbed wire, wallboard; plywood; building board; and assembled steel pontoons. These NOS cargo will be compensated as General Cargo – Breakbulk in the SOR.

6.1.4 Special Rigging Gear. When ship's gear is used for handling cargo, the Contractor, at their own expense, shall furnish all apparatus, gear or tackle to rig a boom; however, when special rigging gear is ordered by the COR/OO and provided by the Contractor, the USG shall compensate the Contractor on an XL basis for rigging and unrigging of that special gear only.

6.1.5 Other Work

6.1.5.1 Lashing and Securing. When cargo is loaded on an XL basis, mainly for reimbursable customers, the Contractor shall be compensated per Schedule 2. The Contractor shall supply lumber, wire, turnbuckles, and other equipment, as may be required for securing and shoring cargo. Compensation shall be at established rates in Schedule 7 of the Rates, or OOP expense if rates do not exist.

6.1.5.2 Unlashing and Unsecuring Cargo. When cargo is discharged on an XL basis, mainly for reimbursable customers, the Contractor shall be compensated per Schedule 2.

6.1.5.3 Moving and Laying of Dunnage. Loading, shifting within the same hatch, and laying of all dunnage necessary to properly stow and secure vessel cargo, and the reverse operation when discharging vessel cargo, is included in the basic commodity rate. The Contractor shall remove all dunnage and lashing gear from discharged vessel and move it to the stackyard at the Contractor's expense. When ordered by the COR/OO, the Contractor shall sort, reclaim and account for such dunnage. Compensation shall be per Schedule 2. Contractor shall maintain and retain all reclaimed dunnage and lashing gear for later USG use.

6.1.5.4 Carpenter Work and Welding. The Contractor shall perform carpentry work and welding 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. Compensation shall be per Schedule 2.

6.1.5.5 Container Stuffing and Unstuffing. When ordered by the COR/OO, the Contractor shall stuff and unstuff cargo into/out of containers at place of rest on pier, in pier shed/warehouse, or within cargo assembly areas and be compensated per Schedule 2 and 4.

6.1.6 Gear, Equipment, Supplies, and Facilities Furnished by the USG.

6.1.6.1 USG Forms and Publications. The USG shall provide the Contractor with all applicable USG forms and publications that pertain to the performance of this contract.

6.1.6.2 Facilities. The USG shall furnish the Contractor with office space which the Contractor can utilize and use during the contract period of performance. The building in which the office space is maintained shall have a restroom and drinking water available. The Contractor shall be responsible for this office area and always keep the area clean and sanitary. USG shall provide necessary electricity and proper heating and cooling devices.

6.2 Security (Additional Port Specific).

6.2.1 Security Requirements. The contractor shall ensure all contractor personnel must, at all times, adhere to all security requirements set forth by military standards for the protection and security of USG personnel and cargo at the specified port(s) in this contract.

6.2.2 Military Base Access. The contractor shall be required to enter and work on USG military installations. The contractor shall be responsible for its employees, to include subcontractors and CFE/MHE, will comply with access and control procedures, and will be subject to background checks, personnel and vehicle inspections. Contractor personnel not cleared or those who refuse to comply with access/control procedures will be denied entry. The contractor shall be responsible for its CFE/MHE. The USG will not be liable for compensation to the contractor and will hold the contractor liable for performance delays caused due to shortages of personnel, or CFE/MHE denied entry

6.2.2.1 Contractor personnel shall read and comply with applicable DoD security regulations, policies, and procedures for access to installations and facilities.

6.2.2.2 The contractor shall comply with all requirements associated with Installation Access Control. The USG 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.

6.2.2.3 The contractor will ensure the following antiterrorism and general security training requirements are met when they require access to USG installations.

6.2.2.3.1 AT Level I Training. This standard language is for contractor employees with an area of performance within an Army controlled installation, facility or area. All contractor employees, to include subcontractor employees, requiring access to Army installations, facilities and controlled access areas shall complete AT Level I awareness training within 30 calendar days after contract start date or effective date of incorporation of this requirement into the contract, whichever is applicable. The contractor shall submit certificates of completion for each affected contractor employee and subcontractor employee to the COR or to the contracting officer, if a COR is not assigned, within 30 calendar days after completion of training by all employees and subcontractor personnel. AT level I awareness training is available at the following website: http://jko.jten.mil.

6.2.2.3.2 iWATCH Training. This standard language is for contractor employees with an area of performance within an Army controlled installation, facility or area. The contractor and all associated subcontractors shall brief all employees on the local iWATCH program (training standards provided by the requiring activity ATO). This local developed training will be used to inform employees of the types of behavior to watch for and instruct employees to report suspicious activity to the CO. This training shall be completed within 30 calendar days of contract award and within 30 calendar days of new employees commencing performance with the results reported to the COR NLT 30 calendar days after contract award.
6.2.2.3.3 OPSEC Training. Mandatory initial and annual OPSEC training is required after contract award for all contractors working on-site at a DoW facility or off-site accessing a Federally controlled information system. Proof of completion must be available to the COR/CO. Training can be accessed at the following website: https://securityawareness.dcsa.mil/opsec/index.htm.

6.2.2.4 Upon termination or completion of this contract, the contractor shall surrender all USG supplies, materials, and equipment to the issuing office. In addition, the contractor shall turn in any security badges to the issuing office on the last day of the contract or upon any termination/reassignment of any employee or subcontractor.

6.3 Safety (Additional Port Safety).

6.3.1 Handling Dangerous, Hazardous, and Explosive Cargo. The Contractor shall provide stevedoring/longshoring services necessary when loading/discharging dangerous, hazardous and explosive cargo (i.e. proper loading, stowing, chocking, blocking and bracing, and/or securing of dangerous/hazardous cargo) onboard vessels, lighters, and trucks/trailers IAW applicable Government of Japan (GOJ), Japan Environmental Governing Standards (JEGS), U.S. Department of War and Transportation regulations, and the International Maritime Dangerous Goods Code (IMDGC).

6.3.1.1 The Contractor shall furnish, prepare, and/or prefabricate blocking and bracing materials in vessel holds when necessary and when in excess of normal lashing/tiedown, with COR written approval. Compensation for labor will be provided under Schedule 2: General Labor, and compensation for supplies will be provided under Schedule 7.

6.4 Administrative (Additional Port Administrative).

6.4.1 Port Services/Tariffs. The contractor shall be responsible on behalf of the USG for costs related to handling and movement of USG cargo associated to port offered services and not associated to “vessel” i.e., berthing, wharfage, landing fees, husbandry, or other vessel charges/fees etc. All commodity rates applicable to this contract are inclusive of labor, equipment listed in 6.1.4.6 above, and port handling/tariff costs related to the handling and movement of cargo.

6.4.1.1 The USG will not pay for or reimburse the Contractor for usage of port staging/storage free time, customs duties, taxes, and similar charges for which no services are received or the USG is exempt. The USG shall only pay port tariffs fees/charges where the USG has requested and received those services. The Contractor shall not include such taxes, duties, customs fee, free time, excise fee/tax, inspection fee, bond, or the like for which the USG is exempt 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.

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

6.4.2 Hours of Operation. The COR will give the contractor as much notice of upcoming missions as possible, but no less than 48 hours in advance of terminal operations start. A planning meeting will be held prior to each mission at the ports specified in this contract, and technical direction will be given to establish when contracted services are to commence. In addition, the COR will discuss specific details of each mission and operation, type of cargo, required mission dates/timelines, facility support, vessel/terminal services, security, and what CFE/MHE materials/supplies are to be provided by the S&RTS contractor.

6.4.2.1 CFE/MHE positioning and set-up will take place prior to operational start time.

6.4.2.2 Day Shift/Night Shift. Stevedore/longshore gangs are divided into two (2) working shifts: Day Shift and Night Shift. Regular weekday Day Shift working hours shall consist of seven (7) hours from 0830hrs to 1630hrs, excluding one (1) hour for mealtime.

6.4.2.3 Day gang to night gang shift change shall occur between 1730hrs to 1900hrs. Night gang working hours shall end by 0400hrs. Night gang shall have one (1) hour for mealtime from 2400hrs midnight until 0100hrs. Any work performed between 0400hrs to 0830hrs shall be limited to instances when the vessel is worked and completion of loading and discharging during such hours is necessary to meet the vessel sailing schedule. The USG shall not require Contractor to initially start work on a vessel between 0400hrs and 0830hrs unless the Contractor can obtain concurrence with its Labor Union to provide laborers for working the vessel.

Day Gang Shift	0830 – 1730
Night Gang Shift	1900 – 0400

6.4.2.4 Holidays. The USG shall observe working schedules IAW the prevailing labor agreement and customs of each port. When COR/OO orders work on holidays, the Contractor shall perform services to the extent of availability of gangs and/or XL.

6.4.3 Shift Change. The contractor shall be responsible for all personnel (staffing or subcontracted), with a shared goal of protecting the safety and health of all personnel employed in the operation and regulating stevedoring or longshoring operations to best

accomplish the safe, efficient, and orderly movement of cargo. The contractor shall provide fresh labor at the beginning of each workday or day shift, who shall have at least eight (8) hours of rest within 24-hour period. The contractor shall further evaluate the fatigue of its labor when/if USG operations are continued into overtime. Extended work hours may increase the risk of injuries and accidents and can contribute to further worker fatigue.

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

6.4.5 Overtime. Overtime is divided into three (3) categories:

- Weekday Overtime/Night Shift 1630hrs to 0830hrs
- Saturday/Sunday/Holiday Day Shift 0830hrs to 1630hrs
- Saturday Sunday/Holiday Overtime/Night Shift 1630hrs to 0830hrs

6.4.5.1 When night shift gang commences work on a weekday but ends the next day on a weekend/holiday, only Weekday Overtime/Night Shift Rate shall apply. When night shift gang commences work on a weekend/holiday, but the shift ends on a weekday, only Saturday/Sunday/Holiday Overtime/Night Shift Rate shall apply.

Example: If night shift gang begins work at 1900hrs on Friday night and finishes work at 0400hrs on Saturday morning, compensation shall be at the Weekday Overtime/Night Shift rate only.

Example: If night shift gang beings work at 1900hrs on Sunday night and finishes work at 0400hrs on Monday morning, compensation shall be at the Saturday/Sunday/Holiday Overtime/Night Shift rate only.

6.4.5.1.1 The USG shall only pay overtime when overtime is necessary and is worked. The contractor shall, when directed by the COR, work requested overtime (to include weekends and holidays). Overtime hours worked shall be rounded to the nearest 5-minute increment. The contractor shall not charge overtime for administrative tasks.

6.4.5.2 Authorization for Working Employees Over 10 Hours per Day. The Contractor shall be prohibited from working men or foremen more than 10 hours in any one 24-hour day unless requested and authorized by the COR. The Contractor must ensure that any employees coming on duty must have at least eight (8) hours rest between shifts and is given safety briefing prior to starting work.

6.4.6 Ordering Services, Canceling of Services, Minimum Guarantee Charge

6.4.6.1 Ordering Services and Canceling of Services. The cutoff time will be 1400hrs to order services and 1500hrs to cancel services for performance of work to be done the next day. Services canceled at or before 1500hrs shall be without cancellation charges to the USG. If services are canceled after 1500hrs on the day prior to execution, the contractor shall be entitled to compensation per Schedule 3C.

6.4.6.2 Services ordered for 1900hrs start time the same day but cancelled before 1300hrs the same day shall be without cancelation charges to the USG. Services ordered for 1900hrs start time but cancelled after 1300hrs on the same day, the Contractor shall be entitled to compensation per Schedule 3C.

6.4.6.3 Ordering Extra Labor (XL). When Contractor personnel arrive at the work site at 0830hrs (day shift) or at 1900hrs (night shift) as ordered and kept waiting where work is eventually canceled and/or the task order is cancelled, compensation for Contractor personnel shall be equivalent to seven (7) hours per Schedule 2. Overtime pay shall apply when applicable.

6.4.6.4 Ordering MHE (EQR). When additional or non-commodity based MHE is required, MHE rental shall be ordered five (5) days prior to operation. All EQR shall include one (1) operator calculated in the hourly unit rental price to include transportation set-up and removal in the operational area during each mission. Minimum compensation for EQR shall be equivalent to seven (7) hours per day per Schedule 4.

6.4.7 Mobile Crane, Breakdown and Assembly: Charges required for the breakdown and assembly of 120-tons and 130-ton mobile crane, as required by the GOJ, into over-the-road transportable sizes and weights, to and from the work site, is included in the unit price per Schedule 4. This charge includes all additional labor and equipment necessary to meet the breakdown and assembly requirements for GOJ over-the-road restrictions.

6.4.8 Escort Vehicle Charge. In accordance with Japan Road Law and GOJ, this charge may be required for the 120- and 130-ton mobile cranes, low bed trailer and/or container chassis with tractor head listed in Schedule 4. When required, escort vehicle must be positioned forward and backward of safety guided vehicle when transporting equipment to and from the work site. This charge includes the vehicle (s) with operators, and the POL necessary to meet the escort requirements for GOJ over-the-road law restrictions. This charge is in addition to the basic hourly, minimum, waiting/standby and cancellation charges.

6.5 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 8 of the SOR, or OOP expense if rates do not exist. Rates in the SOR for port facility support items are inclusive of transportation, set-up, and removal.

6.5.1 Portable/Temporary Office Space. When ordered by the COR/OO, the contractor shall provide temporary office space for exclusive use by ARTRANS or other designated USG personnel during vessel and terminal operations. Each office provided shall have a minimum of 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 office space shall include transportation, placement, setup and removal to and from its designated location. Compensation shall be per Schedule 8 of the SOR , or OOP expense if rate do not exist.

6.5.1.1 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 War (DoW) internet connection, including modem/routers, providing a minimum of 200 Mbps downloadable speed with unrestricted access.

6.5.1.2 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 8 of the SOR of the Rates, or OOP expense if rates do not exist.

6.5.1.3 Portable Latrines and Hand Washing Station. Upon COR request, the Contractor shall provide portable latrines (port-o-lets) and hand washing stations installed to include transportation, set-up and removal in the operational area during each mission. The latrines shall be water-flushed or chemical 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 should be responsible for providing cleaning service and replenishment of supplies for latrines and hand washing stations once per day. The number and location of each latrine will be determined in the planning meeting. Compensation shall be per Schedule 8 of the SOR, or OOP expense if rate do not exist.

6.6 Additional Port Services Included in Commodity Rates. In addition to the items listed in Section 4.5, all stevedoring or long-shoring services listed in this section shall be inclusive of and compensated per commodity rates in the SOR.

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

APPENDIX A – Payment, Ordering, and Invoicing Instructions

1. Payment Information

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

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

2. Ordering Instructions

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

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

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

3. Invoicing Instructions

3.1 General

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

3.2 Invoice

Each invoice shall contain the following data elements:

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

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

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

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

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

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

Contractor:

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

COR:

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

- **Final Task Order**

- **COR Designation Letter**

3.2.2 Invoice Certification Process

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

3.2.3 Frequency of Invoice File Submission.

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

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

1. Subcontractor Suitability. The contractor shall submit a semi-annual report to the Contracting Officer for each first-tier foreign service provider, operating as a separate legal entity, contracting directly with the contractor. This includes the foreign service provider's commonly-owned legal affiliate (if applicable) which has employees who may have physical contact with Government shipments or access to Government systems or information in the ordinary course of contract performance. First-tier foreign service providers within scope include, but are not limited to, XXXX. The initial report is due 30 calendar days after contract award and every six months thereafter.

1.1. The report shall include the following information:
1.1.1. Legal Company Name (in native language if known)
1.1.2 Complete Address including Country
1.1.3 Name, phone number and e-mail address of at least one point of contact at the company
1.1.4 Any Previous or Alternate Company Names
1.1.5 Fax number
1.1.6 Website URL
1.1.7. International Civil Aviation Organization (ICAO) or equivalent designator (if applicable)
1.1.8 Owner(s)/Director(s) name(s) and e-mail address(es)
1.1.9 Manager(s) name(s) and e-mail address(es)
1.1.10 Frequency of use during reporting period

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

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

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

1.5 Prior to contract performance and periodically throughout performance, the Contracting Officer shall make available to the contractor the name of active or potential subcontractors determined to be unsuitable. The contractor shall not allow named entities to perform any role in performance under this contract. If the contractor chooses to terminate the unsuitable subcontractor, the Government shall not be liable for any costs incurred by the contractor in establishing or terminating use of the unsuitable subcontractor. The contractor may choose not to terminate the unsuitable subcontractor for use on its commercial contracts.

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

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

Appendix C - GENERAL CYBER SECURITY REQUIREMENTS

1. Handling and Protection of Non-Public Information.

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

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

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

3. Cyber Security Assessments and Mitigation Plans.

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

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

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

4. Cybersecurity Incident Reporting.

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

4.1.1 Cyber-incidents as defined in Table 4.

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

Table 4

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

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

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

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

5. Mandatory Reporting Data.

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

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

6. Incident Reporting Coordination.

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

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

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

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

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

Appendix D - Deliverables

1. Deliverables

1.1 All deliverables shall meet professional standards and meet the requirements set forth in contractual documentation. The contractor shall provide all deliverables electronically in Microsoft Office (Word, Excel, PowerPoint, Project, etc.) formats pursuant to the following deliverables listed in Table 2 below. Each deliverable is a contractual requirement. For those that do not specify a measure or standard, the measures and standards are IAW safety and efficiency in mind.

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

1.1.3 TABLE 2

PWS Section	Deliverable Title	Delivery Schedule
3	**Site-Specific Safety Plan**	Due to COR Within 5 (five) calendar days of contract award.
3	**Safety Briefings**	Conduct and document (by name) personnel safety briefings for all workers prior to all operations and at each shift change.
3	**Safety Mishap Investigation Reporting**	See reporting requirements per reports listed in 3.5.2
3,5	**Reporting Accidents, Injuries and Damage**	The contractor shall submit accident investigation reports to the COR and ARTRANS Safety Officer within 8 hours, 24 hours and 30 days, as applicable.
3	**Emergency Response Plan (ERP)**	The contractor shall provide to the COR/Safety Officer a comprehensive safety and security "Emergency Response Plan (ERP) within five (5) calendar days of award dates.
3	**Environmental Incident Leaking Cargo Shipments**	If applicable, immediate notification to COR and Port Emergency Response Officer.
3	**Qualified Environmental Compliance Officer (ECO) for HAZMAT handling HAZMAT**	Compliance with Standards IAW PWS
3	**Spill Contingency and Response Plan (SCRP) Hazardous Spills & Supplies**	The contractor shall provide a written Spill Contingency and Response Plan to the COR within five (5) calendar days of contract award date and shall comply with all applicable environmental laws and regulations pertaining to marine pollutants and/or port facilities.
4	**Port Licensing and Permits**	Business License (BL) issued in the State or Country. As well as a work permit issued by the applicable Port Authorities as evidence the

		contractor or its named Subcontractor(s) has legal right to work in/at the specified Port. The contractor shall provide documentation/copies (Prime and subcontractor(s)) to the CO for record within (2) calendar days of the date the contract was awarded.
4,6	**Union Agreements and Port Tariffs**	The contractor shall submit copies (2) calendar days of contract award date to the CO/COR, the most current version of the Collective Bargaining Agreement (CBA), and current year published port tariffs.
4	**Ordering – Canceling Services**	The contractor and COR/OO shall agree on ordering services shall include daily cut-off time(s) for ordering all S&RTS. Procedures for ordering services shall be provided within two (2) calendar days of contract award date.
4	**Three (3) Written Estimates**	The contractor shall provide to the COR/OO three (3) written estimates for all additional services, materials, supplies, or rental equipment prior to the purchase or its rental for COR/OO approval.
4	**Reconciliation and Validation**	The COR/OO and the contractor shall reconcile all services ordered within seven (7) calendar days of completing each vessel or DocWeek.
4	**Cargo Accountability and Documentation**	The contractor shall provide within two (2) calendar days after contract award date, the contractor shall submit to the COR samples of all documentation used for cargo accountability purposes for approval.
4	**Transition of S&RTS Contract Services**	The contractor shall within seven (7) calendar days of expiration/award of the S&RTS contract shall begin a joint inventory with the COR and incoming contractor.
4	**Quality Control Inspection Plan (QCIP)** **Quality Control Inspection Checklists (QCIC)**	The contractor shall provide a QCIP to the CO and COR within ten (10) calendar days of contract award dates. The contractor shall submit the QCIC to the COR upon completion of every vessel operations mission.
4,5,6	**Planning Meeting - Meeting Participation**	The contractor or their POC representative shall attend all meetings as directed by the COR/ACOR.
4,5	**Start Times, Timelines, Timekeeping, Planned, Executed, Completion, Vessel Operation Meeting**	Load/discharge within the agreed timeline to avoid charges incurred due to delays.
4	**Contracted Labor Reporting Timekeeping** **Daily Port Work Accomplishment Plan**	Compliance with Standards IAW all sections of the PWS

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