

**Performance Work Statement**  
**Military Surface Deployment and Distribution Command (SDDC)**  
**Surface Transportation Contract (STC)**

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**June 2009**

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**PERFORMANCE WORK STATEMENT (PWS)  
MILITARY SURFACE DEPLOYMENT AND DISTRIBUTION COMMAND (SDDC)  
SURFACE TRANSPORTATION CONTRACT (STC)**

**C.1 INTRODUCTION/BACKGROUND**

**C.1.1 Scope.** The contractor shall provide all personnel, equipment, tools, materials, supervision and other items and services necessary to provide transportation services for the transportation of freight all kinds (FAK) and hazardous materials (HAZMAT) shipments within the Contiguous United States (CONUS).

**C.1.2 Purpose.** This Performance Work Statement (PWS) states the Department of Defense (DOD) transportation service requirements for the safe and timely movement of its FAK and HAZMAT ground shipments and provides the standardization necessary for the routing of DOD freight traffic and foreign military sales (FMS) material.

**C.1.3 Concept.** Military Surface Deployment and Distribution Command (SDDC) is responsible for providing for the transportation needs of the DOD including the movement of DOD freight traffic and U.S. Government shipments of FMS material. SDDC has the following two acquisition goals to achieve by using the Surface Transportation Contract (STC):

C.1.3.1 Acquire freight transportation services using Federal Acquisition Regulation (FAR) compliant contracts.

C.1.3.2 Use performance-based contracts for the acquisition of surface transportation services.

**C.2 DESCRIPTION OF SERVICES**

**C.2.1 Regional Concept.** SDDC developed a regional structure for procuring transportation services under this contract. There are eight origin regions to eight destination regions included in the schedule. Shipping offices and depots will order from the resultant contracts of this solicitation.

**C.2.2 Location(s) of Performance.** The Contractor shall provide freight transportation services within and between the regions specified in the contract. The Government reserves the right to add additional lanes as required within the scope of this contract.

**C.2.3 Shipper Operating Hours.** Shipping operations are normally conducted Monday through Friday, excluding Federal holidays, from 8:00 a.m. to 3:00 p.m. unless specified differently for the individual shipping location(s) identified in Appendix F. Contractors shall coordinate pickup times with shipper(s). Shipments picked up outside of normal operating hours may be subject to accessorial charges listed in Appendix E.

**C.2.4 Receiver Operating Hours.** DOD receiving location business hours are available in the Transportation Facilities Guide (TFG) database at <https://eta.SDDC.army.mil>. Registration is

required to obtain access to any of the SDDC transportation systems. Click on Register, choose the system(s) you would like to access and provide your information. The accuracy of your email address is extremely important for the registration process. After completing your registration information, you will be sent an email confirming your request. Within 5 – 7 days you will receive your password for the system. If you requested access to more than one system, you will be notified when you have been approved for each system. Please direct questions to the email address associated with the system(s) to which you are requesting access. **Note:** Dedicated lanes will have a specified delivery date and time, reference Appendix F.

**C.2.5 Federal Holidays.** The following holidays are designated as Federal Holidays in this contract: New Year's Day, Martin Luther King Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, Christmas Day and any other day designated as a holiday by Federal Statute or Executive Order. Any Federal Holiday that the contractor offers as a normal business day to their commercial customers shall also be offered to Government shippers; no holiday charges will apply.

**C.2.6 Freight Carrier Registration Program (FCRP).** Contractors transporting Department of Defense freight shall be registered in the SDDC Freight Carrier Registration Program (FCRP) and have valid operating certificates for the scope of operations in this contract. **Contractors shall be registered in the FCRP on the date of contract award.** The FCRP requirements and instructions are located on the SDDC website at: <http://www.sddc.army.mil/sddc/Content/Pub/14712//welcomingletter.pdf>. Carriers requiring further assistance may contact SDDC Ft. Eustis, VA at 1-757-878-8742/8702.

**C.2.7 DOD's Third Party Payment System: PowerTrack®.** The contractor shall establish an electronic trading partner relationship with the DOD's third party payment system (currently US Bank's PowerTrack®) to submit electronic invoices to and receive payment from the Government. The details of the relationship will be defined through a separately negotiated agreement between US Bank and the Contractor. As part of this relationship, the contractor shall comply with the interoperability and certification requirements of the FCRP (<http://www.sddc.army.mil/Public/Global%20Distribution/Domestic/Carrier%20Registration%20Instructions?summary=fullcontent>) sponsored by SDDC. The Contractor shall electronically invoice the Government in a manner agreed upon between the Contractor and PowerTrack. **The Contractor shall be PowerTrack enabled within 30 days after contract award.**

**C.2.8 Defense Table of Official Distances (DTOD).** The DTOD is the source for mileage-based transportation payments and applies to all orders placed under this contract. Mileage will be calculated based upon the DTOD version in effect on the date of shipment pickup. Information about DTOD, including the default settings for Freight and Cargo, may be accessed at <http://dtod.SDDC.army.mil>; select North America for the Region and General Freight for the Route Type.

C.2.8.1 NOTE: The commercial version of DTOD for North America is PC\*Miler. PC\*Miler data is released six months prior to DTOD. Therefore, Contractors may use the PC\*Miler version released in April to estimate mileage for DOD shipments that are to be picked up on or after the 1 October effective date of DTOD. Information about PC\*Miler can be obtained by

accessing the PC\*Miler website at <http://www.pcmiler.com> or by contacting ALK Technologies, Inc., 1000 Herrontown Rd, Princeton, NJ 08540 USA, ATTN: PC\*Miler Sales at 1-800-377-6453, Fax: 1-609-683-0290.

C.2.8.2 Mileage is calculated using origins and destinations that are designated by unique Standard Point Location Codes (SPLC). In the absence of an assigned SPLC, the combination of City, State and County/Parish names may be used, with ZIP Code used only to differentiate between places with the same combination of City, State and County/Parish names (e.g., Chicago, IL, Cook County, which has multiple ZIP codes).

**C.2.9 In-Transit Visibility (ITV).** The contractor shall provide track and trace capability for all shipments from the date and time of pickup to the date and time of delivery, using the BOL number. **The Contractor shall provide ITV via “Oral Status Reports” and/or “Web-Based Tracking.”** Contractors may elect to provide ITV via both methods. Contractors shall indicate their ITV method in the proposal.

C.2.9.1 Oral Status Reports. Contractors providing oral status reports shall provide a Contractor toll-free telephone number with their proposal. Contractors shall provide shipment status information within one hour of a request from the Government. Shipment status information shall include at a minimum, current status of the shipment, actual or anticipated date and time of delivery and information about shipment delays, as applicable.

C.2.9.1.1 Shipment information shall remain available for at least 15 business days after delivery of the shipment.

C.2.9.2 Web-Based Tracking. Contractors providing web-based tracking shall provide a Contractor-identified Uniform Resource Locator (URL). Contractors shall provide web-based services as follows:

C.2.9.2.1 The Contractor shall provide the ability to track/trace shipments/packages by the Transportation Control Number(s) (TCN) or the BOL (BOL) number.

C.2.9.2.2 The Contractor shall allow the Government to link to their shipment tracking system through the URL.

C.2.9.2.3 The tracking information shall remain available for at least 15 business days after delivery of the shipment.

C.2.9.2.4 In the event of a website malfunction, the Contractor shall repair the website within one working day of shipper notification, or allow for manual tracking via a Contractor toll-free telephone number.

C.2.9.2.5 The Contractor shall be capable of providing web-based ITV within 30 days after contract award.

**C.2.10 GTN Input.** The United States Transportation Command (USTRANSCOM), on behalf of DOD, is responsible for collecting logistical data to support the in-transit visibility of all DOD shipments from origin to destination. This visibility is for peacetime, contingencies and exercises and includes tracking movements of freight. The Contractor shall electronically interface with DOD's Global Transportation Network (GTN)/ Integrated Data Environment GTN Convergence (IGC) to provide ITV tracking and tracing information. The Contractor shall provide GTN/IGC with an electronic data transaction set meeting American National Standards Institute (ANSI) X.12 EDI standards. The Contractor shall provide an ANSI ASC X.12 transaction set (TS) 214, Motor Carrier Shipment Status Message, version 4010 (using the DOD Implementation Convention). If the carrier is not currently sending this EDI data, they shall contact the GTN/IGC program office at email:

[USTC-TCJ6-GTN-CarrierFeed-Lst@ustranscom.mil](mailto:USTC-TCJ6-GTN-CarrierFeed-Lst@ustranscom.mil)

C.2.10.1 The minimum data set (events) to be included are:

1. AF - Contractor Departed Pick-up Location with Shipment (Date and exact time)
2. X4 - Arrived at Terminal/Intermediate Location (if it happens)
3. P1 - Departed Terminal/Intermediate Location (if it happens)
4. D1 - Completed Unloading at Delivery Location (Date and exact time)

C.2.10.2 Contractors shall have no more than 2% error in syntax and semantics each month and shall transmit shipment status to GTN within the following times:

1. Expedited Service – within 4 hours of the event.
2. Routine Service – within 12 hours of the event.

**C.2.10.1 The Contractor shall be GTN compliant within 30 days after contract award.**

**C.2.11 Electronic Commerce/Electronic Data Interchange (EC/EDI).** The contractor shall be compliant with the DOD EC/EDI Program. Electronic Commerce (EC) is the electronic exchange of routine business documents between trading partners. Electronic Data Interchange (EDI) is a type of EC. EDI is the computer-to-computer exchange of routine business documents in machine-readable form. EDI utilizes publicly defined standards of the American National Standards Institute (ANSI).

C.2.11.1 To participate in the DOD EC/EDI program, all commercial trading partners (e.g. contractors, vendors) shall execute an EC/EDI Trading Partner Agreement (TPA) and comply with applicable DOD instructions, standards, and conventions. The EC/EDI Trading Partner Guide for Defense Transportation is available under "Freight/Cargo, Air/Land, and TPA" on SDDC's web site at [www.SDDC.army.mil](http://www.SDDC.army.mil). DOD EDI implementation conventions are available at the URL: <http://dteb.lmi.org>.

C.2.11.2 Participation in the EDI program requires compliance with published ANSI Accredited Standards Committee X12 standards and DOD EDI implementation conventions when electronically exchanging transportation or transportation-related data with DOD transportation components or their agents. The commercial EDI trading partner shall be capable of:

1. Electronically exchanging shipment, rate, and award information
2. Securing freight payment services for the DOD using the value-added US Bank PowerTrack service
3. Receiving Electronic Funds Transfer (EFT); and
4. Providing delivery and/or shipment status reports to PowerTrack and/or USTRANSCOM (or its component commands) through DOD EC Infrastructure.

C.2.11.3 Commercial vendors/contractors who exchange EDI transactions with DOD transportation components or their agents may exchange business data through third-party value-added-networks (VANs), or directly, which shall be compatible with the DOD system or DOD EDI.

**C.2.11.4 The Contractor shall be EC/EDI compliant within 30 days after contract award.**

**C.2.12 Fuel Surcharge.** Fuel Related Adjustment Surcharge.

C.2.12.1 Application: Application of a Fuel Related Rate Adjustment Surcharge will be determined every Monday of each week and is based on the National Average diesel fuel price as determined by the Department of Energy (DOE), Energy Information Administration (EIA). If a Monday is a holiday the fuel price will be determined based on the price on the next business day. It applies only to the domestic line haul portion of the contractor's rate.

C.2.12.2 Determination of Adjustment: The National Average diesel fuel price as published by the DOE, EIA on each Monday of the week (or the first working day after a Monday if the Monday falls on a federal holiday) will be used as a basis for determining the applicability of a Fuel Related Rate Adjustment Surcharge. The fuel adjustment will automatically apply to shipments picked up on or after the Tuesday following the Monday or Wednesday if Monday is a federal holiday.

C.2.12.3 The diesel fuel prices published by the EIA may be found via the following sources:

1. EIA Website: <http://www.eia.doe.gov/>
2. EIA Weekly Petroleum Status Report
3. EIA Hotline: (202) 586-6966

C.2.12.4 It is the Contractor's responsibility to monitor diesel fuel prices via one of the sources identified above. The National Average diesel fuel price determined by the DOE, EIA on Monday of each week will serve as the basis for determining the entitlement to a Fuel Related Rate Adjustment, until Monday of the following week when the National Average diesel fuel price is published. The National Average fuel price and the actual pickup date for the shipment will determine if there is an entitlement to an adjustment and the amount of the adjustment. An adjustment is not applicable to any portion of transportation in which a surcharge or any other additional payment for fuel is already in existence. For example, portions of transportation to which the Bunker Fuel Surcharge is applicable.

C.2.12.5 Amount of Adjustment: The table below shall be used to determine the fuel related rate adjustment factor. No fuel adjustment will be granted when prices are within the neutral range (“0”). When the DOE, EIA fuel price exceeds the neutral range amount, the carrier will be entitled to the specific fuel rate adjustment percentage based on the applicable fuel cost per gallon range as indicated in the table. The increase applies to line haul transportation charges only unless otherwise identified in this solicitation.

Cost Per Gallon (in cents)	Rate Adjustment %
250.0 and below	0
250.1 – 260.0	1
260.1 – 270.0	2
270.1 – 280.0	3
280.1 – 290.0	4
290.1 – 300.0	5
300.1 – 310.0	6
310.1 – 320.0	7
320.1 – 330.0	8
330.1 – 340.0	9
340.1 – 350.0	10
350.1 – 360.0	11
360.1 – 370.0	12
370.1 – 380.0	13
380.1 – 390.0	14
390.1 – 400.0	15

For Example, if the reported DOE, EIA National Average diesel fuel price is \$2.73 the contractor would be entitled to a fuel related surcharge of 3%. **For each 10 cents per gallon above 400.0 add 1%.**

C.2.12.6 Readjustments: The surcharge is automatically recalculated and adjusted upward or downward depending on the DOE, EIA National Average price every Monday. In no case will the adjustment lower the original price offered in the contractor’s initial filing or response to a solicitation.

C.2.12.7 Billing Procedures: Contractor will clearly show fuel price adjustments on all paper and electronic commercial freight bills and Bills of Lading and invoices. The amount of any diesel fuel rate surcharge shall be shown as a separate item on the carriers’ invoice.

**C.2.13 Type of Shipments.** Shipments will consist of freight all kinds (FAK) (DOD unique number 999916), aircraft parts (NMFC011790), aircraft engines, I/C, radial cyl/jet prop type mtd on trailers/wheeled ship containers, (999901), engines, I/C, radial cyl/jet prop type o/t mtd on trailers/wheeled ship containers (999902), engines, steam/IC, NOIBN, mtd on trailers/wheeled ship containers (999903), engines, steam/IC, NOIBN, o/t mtd on trailer/wheeled ship containers

(999904) motor vehicles (NMFC 190190, 190210), Army Tracked Vehicles (vehicles weight less than 40,000 lbs), (NMFC 145720), and hazardous material (NMFC various).

**Note:** Commodity codes 999901 and 999902 specifically identify jet engines.

**C.2.14 Exclusions.** The following movements and commodities are excluded from the scope of this contract:

1. Ammunition, explosives, or fireworks classified as Class 1, Div. 1.1, 1.2, 1.3, 1.5 or 1.6 as defined in 49 CFR Part 173.5.
2. Ammunition, explosives, or fireworks classified as Class 1, Div. 1.4, requiring a DOD Transportation Protective Service (TPS)
3. Ammunition weighing in excess of 200 pounds classified as non-sensitive Class 1, Divisions 1.4S
4. Missiles, bombs, projectiles or rockets to include inerts
5. Radioactive materials (Yellow-II & Yellow-III). Excepted packages (IAW 49 CFR 173.424) for radioactive instruments and articles may be shipped under this contract
6. Poison Inhalation Hazard (PIH), Class 2, Division 2.3 and Class 6, Division 6.1 (inhalation hazard, Zone A or B)
7. Hazardous waste
8. Narcotics and dangerous drugs
9. Etiologic agents, Class 6.2
10. Firearms and weapons to include fully automatic
11. Live animals
12. Bulk commodities
13. Human remains and biological specimen and samples
14. Coins
15. Precious metals
16. Currency
17. Refrigerated cargo
18. Food, fresh, frozen, or requiring refrigeration
19. Postage stamps or stamped envelopes
20. Postal Shipments
21. Surface Small Parcel
22. Air Small Parcel including World Wide Express (WWX) contract
23. Overweight Shipments – over 48,000 lbs (45,000 lbs for lowboy equipment)
24. Over-dimensional Shipments – exceeds 576 inches in length, 102 inches in width and/or exceeds 162 inches in height
25. Air Freight Shipments
26. Export/import shipments where contract for Ocean Transportation includes door to door service
27. Rail (not included TOFC and COFC)
28. Privately-owned vehicles (POV)
29. Direct Procurement Method (DPM) crated household goods and unaccompanied baggage
30. Vehicles in drive away and/or tow away service

31. Army tractor tanks and tracked vehicles (vehicle weight 40,000 pounds or more)
32. Shipments to and from Canada and Mexico
33. Shipments within the scope of other DOD transportation contracts as follows:
  - a. Defense Transportation Coordination Initiative (DTCI) contract shipments
  - b. Express small package shipments normally moved under the DOD Blanket Purchase Agreements (BPA) under the GSA Multiple Award Schedule (MAS) Express Small Package contract
  - c. Advanced Traceability and Control (ATAC) Shipments
  - d. Shipments moving under the NAVXPRESS (local delivery) agreement are defined as: Hampton Roads, i.e.: cities of Norfolk, Virginia Beach, Chesapeake, Portsmouth, Hampton, Newport News, Yorktown, Williamsburg, and Suffolk. These cities are all within an approximate 50-mile radius of the Norfolk Naval Base
  - e. Shipments moving under local delivery within a 60-mile radius of DDJF. This includes shipments going to Blount Island, FL, Mayport, FL, Cecil Field, FL, and Kings Bay, GA
  - f. Expedited LTL from NSY Portsmouth, VA
34. Shipments under military reserve training exercise IAW DTR, Part II, Chapter 201, Paragraph O

**C.2.15 Contractor Furnished Resources.** The Contractor shall provide all personnel, equipment, tools, materials, supervision and other items and services necessary to provide transportation services under this contract.

C.2.15.1 Equipment Requirements: The contractor shall provide the equipment necessary to satisfy the requirements of the PWS. The contractor shall ensure a mix of general and specialized equipment is available to meet the shipper's requirements. The contractor may offer equipment substitutions. Equipment substitutions shall be approved by the shipper. There shall be no additional charge for tarping of 463L pallets when flatbed equipment is utilized in lieu of rollerbed equipment. Substitutions for the convenience of the contractor shall be done at no cost to the Government.

C.2.15.2 The Contractor shall provide at a minimum, one of the following types of equipment for the type of service requested by the shipper:

1. Less-than-Truckload (LTL) Van
2. Less-than-Truckload (LTL) Flatbed
3. Truckload (TL) Van
4. Truckload (TL) Van w/ Air Ride
5. Flatbed
6. Flatbed w/ Air Ride
7. Dropframe
8. Dropframe w/ Air Ride
9. Rollerbeds
10. Straight Truck
11. Removable Gooseneck

**C.2.16 Contractor Equipment Pool.** When requested, the Contractor shall establish an Equipment Pool at designated shipping activities (see Appendix F, Shipper Unique Requirements). The size of the pool is specified and shall depend on the shipper's actual requirements. For shippers with no pool requirements, the Contractor may consider creation of one upon mutual agreement between the COR and the Contractor. Rates for detention at origin will not apply to pool equipment.

C.2.16.1 The size of the equipment pool may be adjusted by the shipper, based on traffic fluctuations, upon approval by the CO and/or the COR. Changes, as determined by the CO and/or the COR will be accomplished in accordance with the changes clause.

C.2.16.2 Contractors shall respond to minor pool allocation adjustment within 48 hours after notification.

C.2.16.3 The shipper will provide an area for the Contractor's pool equipment.

C.2.16.4 Trailers that have been loaded and are awaiting pickup by the Contractor will not be considered part of the equipment pool inventory.

C.2.16.5 Contractors are required to establish equipment pools no more than two weeks after notification from the shipper.

**C.2.17 Contractor Equipment Inspection.** The Contractor shall furnish operable, clean, safe, odor-free equipment and shall permit all equipment provided to be inspected by the shipper at origin. The shipper will reject any equipment determined to be unsuitable or unsafe for the required transportation. The rejection of Contractor equipment shall not relieve the Contractor from meeting pickup, delivery or equipment pool requirements and the Contractor shall not be paid for any rejected vehicles.

**C.2.18 DOD Driver Identification Requirements.** Contractors shall ensure that drivers handling DOD shipments carry a valid driver's license and medical qualification card, employee record card or similar documents, one of which shall contain the driver's photograph.

**C.2.19 Workload Estimates.** The estimated volume in Attachment 2 of the solicitation was derived from the historical number of shipments within the past year and the estimated number of future shipments. The estimated volumes provided for the truckload non-dedicated traffic lanes are yearly volumes and when divided by 12 result in an estimated monthly volume. The monthly volume may vary by + or - 20% depending on individual shipping trends. Daily total orders for service exceeding 20% of the monthly volume will not be counted as shipment refusals should the Contractor be unable to accept the excess volume.

**C.2.20 Contract Minimum Guarantees.** The minimum order value for this Indefinite Delivery/Indefinite Quantity contract is established at \$25,000 for the Base Year. The guaranteed minimum applies to the Base Year only. The guaranteed minimum does not apply to the Option Years. The guaranteed minimum is for the entire contract, not per region or lane. The guaranteed minimum is satisfied when the contractor has been offered sufficient shipments

to total \$25,000 during the contract base year. The Government will issue orders for service to all contractors and track each contractor's minimum guarantee until the minimum is met.

**C.2.21 Rates.** During the evaluation of all proposals received in response to the Government's solicitation, individual lane rates will be considered proprietary information and not releasable. After award, lane rates will not be considered proprietary information and will be available on-line, i.e. GFM, CAVS, etc. By submitting a proposal, the offeror agrees that any awarded rate is releasable. Rates that are not awarded will not be released and will remain proprietary.

**C.2.22 Maximum Charge.** In no case shall the charge for any shipment of lesser quantity from or to the same location requiring the same level of service and in the same shipping form be greater than the charge for a shipment of greater quantity of the same freight. Rates/charges shall regress or decrease from left to right as quantities increase.

**C.2.23 Rate Reductions.** The allowance of rate reductions will be the decision of the Contracting Officer (CO). Contractors who desire to reduce their rate(s) shall do so during the date and time specified by the CO. Contractors may reduce the rate for some or all lanes. Contractors shall post/provide the reduced rate to the location/individual identified by the CO. Contractors shall not forward their reduced rate to Government shipping activities or shipper personnel. The reduced rates will not be authorized for use until they have been accepted by the CO and a contract modification has been accomplished. Once a reduced rate is accepted, the Contractor may not revert back to the previous rate. Any rate increase is prohibited.

**C.2.24 Transition to DTCI.** During the course of this contract various shipping activities will transition to the Defense Transportation Coordination Initiative (DTCI) program. When this occurs, transportation services for that shipping activity will be provided under the DTCI contract. The STC Contracting Officer will provide advance notification of the transition when it becomes definitive and will accomplish a contract modification removing the applicable lane(s) from the contract. Transition of the lane(s) to DTCI will be at no cost to either party.

**C.2.25 Voluntary Tenders.** All STC eligible shipments originating at installations subject to the STC shall first be offered to STC contractors before moving via an alternate method. Voluntary tenders are to be used only during contingency conditions or when shipment volume exceeds the STC contractor's capacity. When it is necessary to use voluntary tenders, shippers must use the voluntary tender of an STC contractor unless a tender is not on file.

**C.2.26 Surge/Contingency.** When directed by the Contracting Officer, the Contractor shall support the requirements of mobilization, surge, contingency, natural disaster, humanitarian assistance support and similar CONUS unit movements and respond with required resources to meet the timeframes of surge/contingency requirements. The Contractor shall provide service 24-hours-a-day, seven days a week, including holidays.

C.2.26.1 This support shall be fulfilled through partnering with DOD facilities in the integration of contingency, surge and deployment requirements into the Contractors' business commitment to make available Contractor assets to provide the necessary transportation services.

C.2.26.2 To meet the surge/contingency requirement at a DOD facility, the shipper will utilize all awarded Contractors; if the requirement exceeds the capability of the awarded Contractors, the Government reserves the right to use voluntary tenders on file with SDDC.

C.2.26.3 Contingency requirements may not be distributed evenly throughout the performance period. Rather, they are focused, sporadic events that can last a few weeks (in the case of providing disaster relief) to months (in the case of supporting a global conflict).

**C.2.27 Security (Physical, Personnel, Information, Industrial, Anti-Terrorism and Force Protection Requirements).**

C.2.27.1 General Security Information: **The work associated with this PWS will be at the UNCLASSIFIED/FOR OFFICIAL USE ONLY level. No DD 254 will be issued on this contract. Classified access/information is not authorized in support of these deliverables by contract personnel.** The Contractor shall not divulge any government information on shipments and details of shipments to outside agencies or companies not in direct support of the deliverables outlined in this contract without the express written consent of the US Government, specifically the USTRANSCOM or HQ SDDC Security Offices, OPSEC Managers, INFOSEC Manager or Public Affairs Office. The decisions of release will be approved/disapproved and the decision transmitted to the Contractor via the Contracting Officer's Representative (COR) or the Contracting Officer (CO).

C.2.27.2 If the Government notifies the contractor that the employment or the continued employment of any contract employee is prejudicial to the interests or endangers the security of the United States of America, that person shall be removed and or barred from DOD installations and or worksites. This includes security deviations/incidents and credible derogatory information on contract members during the course of the contract period. The Contractor shall make any changes necessary in the appointment(s).

C.2.27.3 Non-Public Information/For Official Use Only Information. In performance of this contract, the contractor may have access to unclassified sensitive, non-public information or material goods. The contractor agrees (a) to use and protect such information from unauthorized disclosure in accordance with the FAR; (b) to use and disclose such information only for the purpose of performing this contract and to not use or disclose such information for any personal or commercial purpose; (c) to obtain permission of the Government PM (through the Operation Security, Information Security, Force Protection Personnel) before disclosing/discussing such information with a third party; (d) to return, upon Government request, any non-public, sensitive information no longer required for contractor performance; and (e) to advise the Government PM of any unauthorized release of such information. The Government does not currently require a non-disclosure agreement for this contract; however, in the event a non-disclosure agreement is required at a later date, the Contractor shall have applicable employees assigned to this contract execute a non-disclosure agreement for delivery to the Government. The Government will require contractor personnel to sign a non-disclosure statement to protect non-public information of other contractors and/or the Government. This material is also covered in Joint Operations Security Regulations and disclosure could result in non-punitive/punitive damages if the contractor is found negligent in release of information.

C.2.27.4 Security Regulation Compliance. The contractor shall comply with all security regulations and directives as identified herein and other security requirements in this contract specific to site locations of work. This includes all applicable bases covered and transited by the contract personnel associated with this contract.

C.2.27.5 Security Regulation Guidance:

**Department of Defense (DoD):**

Joint Publication (JP) 3-10 (Operation Security)  
2000.16 (DoD Antiterrorism (AT) Standards)  
5200.1-R (DoD Information Security Program)  
5200.2-R (DoD Personnel Security Program)  
5200.08-R (DoD Physical Security Program)  
5220.22-M (National Industrial Security Program)  
8500.1 (Information Assurance (IA))  
2000.12 (DoD Antiterrorism (AT) Program)  
8500.2 (Information Assurance (IA) Implementation)

DOD regulations found at:

<http://www.dtic.mil/whs/directives/corres/pub1.html>

**Scott Air Force Base:**

SAFB Instruction 31-101 (Installation Security Instruction)  
**(Restricted publication. Sent only to .mil domains when forwarding. Not for public distribution.)**

**Executive Orders:**

Homeland Security Presidential Directive (HSPD) number 12 (HAPD-12) signed 27 August 2004.

C.2.27.6 USTRANSCOM Force Protection (Industrial Security) Points of Contact:

Patrick Collins or Steven Strait

508 Scott Drive

TCJ3-FP

Scott AFB, IL. 62225

Commercial: 618-229-7349/8287 (respectively)

Email at [Patrick.Collins@ustranscom.mil](mailto:Patrick.Collins@ustranscom.mil) or [Steven.Strait@ustranscom.mil](mailto:Steven.Strait@ustranscom.mil)

USTC FP Approval: Patrick Collins, 19 May 2009

No DD 254 is attached. Contract is UNCLASSIFIED

USTC FP Tracking #: USTRANSCOM-FP-00010-09

### C.3 DESCRIPTION OF SERVICES

**C.3.1 Traffic Award.** In addition to applicable DOD transportation publications, Transportation Officers (TO)/Ordering Officers (OO), also known as shippers, will order service in accordance with the instructions and procedures established by the Contracting Officer as stated in the terms and conditions and Performance Work Statement of this contract.

C.3.1.1 By submitting an offer, the Contractor agrees to accept orders for service (OFS) on a routine basis within the estimated volume of traffic on each lane. The contractor agrees to dedicate adequate resources to satisfactorily perform those orders and to provide service on a nondiscriminatory basis between high volume and lower volume shipping activities. A Contractor who refuses an order is not eligible to satisfy the same order outside this contract, e.g., by voluntary tenders in SDDC's Global Freight Management (GFM) system. A contractor shall provide written justification (email sufficient) to the shipper for any shipment refused. During the Base Year, shipment refusals by the Contractor will be considered a completed shipment and will be applied to the Contractor's minimum guarantee.

**C.3.2 Orders for Services (OFS).** An order for service (OFS) is a request from a shipper to the Contractor for service under the contract. The OFS may be verbal or in writing, subsequently followed by a Bill of Lading (BOL) prepared and tendered in hard copy and/or via EDI to the Contractor or Contractor's representative.

C.3.2.1 The Government will issue orders for service to the low cost contractor on individual lanes.

C.3.2.2 The Government reserves the right to issue orders for service to other than the low cost contractor on individual lanes in the following circumstances:

1. To satisfy minimum guarantees under the contract;
2. When the low cost contractor is not providing services in accordance with the Performance Work Statement (PWS); and
3. When the Government places the low cost contractor in partial or total non-use.
  - (i) Partial Non-Use – The Contractor is placed in non-use on one or more lanes.
  - (ii) Total Non-Use – The Contractor is placed in non-use on all lanes.

C.3.2.3 When a Contractor is not providing services in accordance with the PWS.

1. If two (2) or more Service Exception Reports (SERs) are submitted in any given week or if five (5) or more SERs are submitted in any month by an installation, the shipper may place a contractor in partial non-use for a maximum of 30 calendar days and issue orders for service to the next low cost contractor.
2. When a trend develops or performance falls below the PWS standard, the Contracting Officer (CO) will issue a Contract Discrepancy Report (CDR) to the Contractor. The Contractor shall respond to the CO within five (5) business days. The response shall be in writing and state the reason performance fell below the PWS standard, how performance will be returned to acceptable levels, when performance will be returned to acceptable

levels and how recurrence of the problem will be prevented in the future. Failure to respond within the established time limit or failure to provide a response that adequately corrects the issues addressed in the CDR shall constitute sufficient justification for the CO to place the contractor in total non-use for a maximum of 30 calendar days. The CO may place a contractor in partial or total non-use while a CDR is being processed. Non-use will not exceed 30 calendar days. The CO's action for resolution of a CDR is final. Multiple CDRs may result in termination of the contractor from this contract and an unfavorable past performance rating in the Contractor Performance Assessment Reporting System (CPARS).

C.3.2.4 The Government may place a carrier in partial or total non-use for a maximum of 30 calendar days per occurrence under the following circumstances:

1. Shippers may place a Contractor in partial non-use if two or more SERs are submitted in any week or if five or more SERs are submitted in any month.
2. The CO may place a Contractor in partial or total non-use for failure to meet contract requirements.
3. The CO may place a Contractor in partial or total non-use while a CDR is being processed. If the CO's action for resolution of a CDR is to place a Contractor in non-use, the Contractor will be placed in total non-use.

C.3.2.5 The Government reserves the right to utilize a Contractor in partial or total non-use in the event of a contingency, surge or other circumstances that may require the Contractor's service. Contractors in partial or total non-use shall provide service if requested by the Government.

C.3.2.6 The Government reserves the right to cancel an order for service and order service from another Contractor when the Contractor initially offered the service does not accept the order within the time limits stated in this PWS.

**C.3.3 Hazardous Materials (HAZMAT) Shipments.** Commodities transported under this contract may include HAZMAT. The Contractor will be given advance notification for all HAZMAT shipments. Contractors shall comply with the following requirements:

C.3.3.1 All Contractors are expected to have the ability to transport HAZMAT. Drivers picking up HAZMAT shipments shall, upon request, be able to present HAZMAT certification and/or license at time of pickup to shipper personnel. The Contractor shall comply with the following:

1. Contractors transporting DOD HAZMAT shipments shall be DOT registered and an approved SAFER carrier.
2. Contractor shall be DOT HAZMAT qualified.
3. Driver must be able to read and speak the English language sufficiently to converse with the general public.

4. Driver shall have the proper vehicle and HAZMAT endorsements annotated on the Commercial Drivers License.
5. Driver shall have a current DOT medical card.
6. Driver shall possess a picture identification (affiliated with carrier).
7. Driver shall provide an appropriate vehicle pre-inspection checklist.
8. Driver shall meet Transportation Security Administration (TSA) criteria and mandated requirements.

C.3.3.2 When placarding is required by CFR Title 49, supplements thereto, or revisions thereof, the shipper will provide the Contractor with the appropriate placard for the shipment and the Contractor shall post the placard.

**C.3.4 Order Acceptance and Pickup.** The Contractor shall acknowledge the shipper's order for services (OFS) within two (2) hours and provide the availability or non-availability of equipment to meet the shipper's requirements. When the shipper identifies a shipment as "urgent," the Contractor shall acknowledge the shipper's request within one (1) hour and provide the availability or non-availability of equipment to meet the shipper's requirements. Failure to respond in the timeframes stated above will result in the issuance of a shipment refusal.

C.3.4.1 Information to be provided to the Contractor on the BOL: Shipments by type, BOL/TCN number (or other unique identifier), commodity, desired delivery date, special services required, ultimate destination, labeling requirements and the consignee's telephone and fax number if available.

C.3.4.2 The Contractor will be given advance notification of Hazardous Material (HAZMAT) shipments. In the event the contractor is not given advance notification prior to pickup, the contractor will not be charged with a shipment refusal and the appropriate accessorial charges may apply.

C.3.4.3 In accepting an OFS, the Contractor agrees to provide equipment and personnel within twenty-hours (24) hours of receipt of a routine order, except as may be required in Appendix F.

C.3.4.4 When a shipper requires the Contractor to provide equipment and personnel within four (4) hours of receipt of an urgent order, an accessorial charge of [PUC] per shipment will be added.

C.3.4.5 Contractors shall provide justification for shipments refused. Contractor may be placed in partial or total non-use for excessive shipment refusals. During the Base Year, shipment refusals by the Contractor will be considered a completed shipment and will be applied to the Contractor's minimum guarantee.

**C.3.5 Pickup/Delivery During Other Than Normal Shipper Operating Hours (HOL/SAT/PUD).** When the shipper/receiver requests pickup/delivery service during other than the normal operating hours published in the TFG or Appendix F and the Contractor agrees, the Contractor shall provide such service subject to the following charges:

C.3.5.1 The rate for pickup or delivery service on non-business days will be assessed an accessorial charge of [HOL/SAT (1)] per hour or fraction thereof for each driver furnished subject to a minimum rate of [HOL/SAT (2)] per driver furnished. The rate for pickup or delivery services outside of normal operating hours will be [PUD] per hour or fraction thereof for each driver furnished.

C.3.5.2 Hourly rates shall be computed from the time the driver(s) arrives at the point of pickup/delivery until completion of loading/unloading and the shipper/receiver releases the driver(s). Shipper/receiver will note the time required for the pickup or delivery on the BOL. Charges for this service will be billed directly to the party requesting the services.

**C.3.6 Prearrange Scheduling.** Upon request of shipper, receiver or others they designate, the Contractor shall, with 24 hours or more advance notification, without additional charge, prearrange schedules with the designated shipper/receiver for arrival of vehicles for loading/unloading (this requirement is not to be construed as Day/Time definite service). The Contractor shall accept oral or written requests for prearranged scheduling.

**C.3.7 Vehicle Furnished but Not Used (VFN).** When a Contractor, upon the shipper's request, furnish a vehicle to load a shipment and through no fault of the Contractor the shipper cancels loading of the vehicle, the Contractor will be paid [VFN] for truckload (TL) and Less-than-truckload (LTL) for each vehicle furnished and not used or the minimum line-haul rate, whichever is less.

C.3.7.1 VFN charges shall not apply if the shipper provides the Contractor a notice of cancellation 24 hours before the scheduled time of pickup or when the Contractor is given a notice of cancellation prior to actual dispatch of the vehicle from the Contractor's terminal. VFN shall not apply when, after inspection, the shipper determines the vehicle is unsafe.

C.3.7.2 VFN shall not apply when a Contractor's vehicle is inbound with a loaded trailer that is scheduled for outbound loading from the same installation and the shipper cancels loading of the vehicle at least 24 hours before the scheduled pickup.

C.3.7.3 Claims for VFN shall be supported by shipper's certification of cancellation. Claims and documentation shall be submitted within 5 working days after receipt of shipper's certification of cancellation.

**C.3.8 Subcontracted Equipment.** The prime Contractor shall ensure that its subcontractor(s) can provide adequate verification of their affiliation with the prime Contractor named on the BOL.

C.3.8.1 A copy of the appropriate subcontract or detailed pick-up sheets tailored to the specific load and truck in question shall be included in all subcontracted vehicle(s) and shall be available for inspection. Subcontractors without a copy of the appropriate subcontract or pick-up sheets in the cab may be rejected by the shipper. In such instances, VFN shall not apply.

C.3.8.2 In lieu of having the required documentation physically in the vehicle, the Contractor may email and/or fax the required information to the shipping activity during normal business hours and prior to pickup.

**C.3.9 Safety and Security Inspections.** By the submission of its offer, the Contractor agrees to permit unannounced safety and security inspections of its facilities, terminals, employees and operating procedures by DOD civilian, military personnel or DOD contract employees. The Contractor further agrees to have visitor control procedures in place to verify individuals requesting access to DOD shipments and shipment information in-transit or in terminals. Verification will be made by contacting the Operations Center, Carrier Assistance **Hotline 800-524-0331 or 757-878-8141**. Further, the Contractor agrees not to disclose any information to unauthorized persons concerning the nature, kind, quantity, destination, consignee or routing of any protected commodities shipment tendered to it.

**C.3.10 Refusal of Unsafe Shipments.** The contractor shall refuse shipments that they deem to be unsafe or that may otherwise damage either the Contractor's property or another consignor's shipment(s). Refusal of unsafe shipments will not have a negative impact on the Contractor.

**C.3.11 Capacity Load.** A shipment is considered a capacity load (also known as "loaded to full visible capacity" or "loaded to capacity") when it occupies the full capacity of a vehicle. In order for a shipment to be classified as a capacity load, the BOL shall be annotated as "Vehicle Fully Loaded" by an authorized Government representative. The Contractor having full knowledge of the shipment will initial the BOL at the time of pick-up. Shipments are to be considered capacity loads if:

1. The shipment occupies 90% of the cargo carrying capacity of the vehicle; or
2. Because of unusual shape or dimensions, or because of the necessity for segregation or separation from other freight, requires the entire vehicle.

C.3.11.1 For the purposes of C.3.11, a "vehicle" is defined as:

1. A van trailer of not less than forty-five (45) feet in length and not less than 2,900 cubic feet capacity; or
2. An open top trailer of not less than forty-five (45) feet in length; or
3. A flatbed trailer of not less than forty-five (45) feet in length.

C.3.11.2 Under no circumstances shall a Contractor bill a shipment as a capacity load if equipment requested by the shipper, or provided by the contractor, fails to meet the definitions shown in paragraph C.3.11.1 above. In addition, it is both the shipper's and Contractor's (where practicable) responsibility to ensure safe and efficient loading of freight (e.g., stacking items when appropriate, etc.) on the vehicle provided.

C.3.11.3 Not more than one vehicle per shipment may be loaded to less than full capacity. The vehicle loaded to less than full visible capacity will be assessed charges as if it were a separate shipment.

C.3.11.4 The charge for each vehicle loaded to full capacity will be based on the truckload charge applicable to the equipment ordered and loaded. In the absence of an applicable truckload charge, the Contracting Officer will negotiate a fair and reasonable charge with the Contractor.

C.3.11.5 Capacity load does not apply to charges based on rate qualifiers: PM (Per Mile Per Vehicle Used) and PV (Per Vehicle). In addition, it does not apply to equipment types: AO1 – AO8 (assorted straight trucks).

C.3.11.6 The application of capacity load will in no way restrict Contractors from adding additional freight to the equipment and should not be interpreted as a request for Exclusive Use of the vehicle.

**C.3.12 Double Brokering.** Double Brokering prohibited. Contractors awarded freight under the STC are responsible to ensure that its underlying carrier(s) handle and deliver freight without the underlying carrier contracting the use of additional carriers and brokers. This provision prevents cargo loss and maximizes in-transit visibility. **The Government may place a Contractor in non-use for violating this requirement.**

**C.3.13 Delivery Service.** The Contractor shall move the cargo from origin to destination such that the cargo arrives at its destination intact without loss or damage and in a timely manner to meet the transit time specified in Appendix D of this contract.

**C.3.14 Transit Times.** The transit time guide for this contract is at Appendix D.

C.3.14.1 Transit time shall be measured in business days, excluding Saturdays, Sundays and Federal holidays. Transit time begins the next business day after the shipment is signed for by the contractor (regardless of the time the shipment was signed for) and ends at the time the shipment is delivered or made available for delivery. In measuring transit time, day of pickup is not counted, but day of delivery is counted. If the allowable transit time causes the RDD to fall on a Saturday, Sunday or Federal Holiday, the delivery date for measuring on-time performance shall be the next business day.

C.3.14.2 When the required delivery date cannot be met due to an excusable delay the shipment shall be delivered as soon as reasonably possible.

C.3.14.3 Dedicated lanes will have established delivery dates and times as stated in Appendix F.

C.3.14.4 In situations of heightened security, access may not be available to certain delivery locations or access may take significantly longer than normal. In such instances, the Contractor shall attempt delivery and if access is not available, resulting in a late delivery, the Contractor shall utilize the applicable Delivery Exception Code identified in C.3.15.

**C.3.15 Delivery Exception Codes.** The Contractor shall utilize one of the following codes when a shipment does not arrive at its destination in a timely manner due to no fault of the Contractor. Contractor equipment failure, etc., is not an excusable delay and will not be accepted by the Government.

<b>Delivery Exception</b>	<b>Code</b>
Appointment required at delivery location and the appointment date/time causes the shipment to be delivered late ( <b>NOTE:</b> This code shall not be used if the appointment date/time is prior to or on the required delivery date.)	1
Installation closed when delivery attempt was made during normal business hours	2
Holiday- Installation was closed	3
Local emergency / Act of God	4
Customer would not accept delivery until after required delivery date	5
Weather conditions prohibited delivery	6
Shipper provided incorrect delivery address	7
Installation Receiving time is restricted	8
Other reason (Contractor shall specify reason in the monthly report. <b>NOTE:</b> The Government will not accept the use of Code 9 if a reason is not specified.)	9

**C.3.16 Notification of Delay.** The Contractor shall notify the “receiver” as soon as they are aware a delay may occur. At a minimum, the Contractor shall provide a new estimated time of arrival (ETA) for the shipment within two hours of determining that the required delivery date (RDD) will not be met. If the Contractor cannot contact the receiver, the Contractor shall notify the “shipper” of the delay and provide a new ETA for the shipment.

C.3.16.1 Transportation Facilities guide (TFG): The receiver’s information is also available in the TFG database. Contractors may access the TFG via Electronic Transportation Acquisition (ETA) at <https://eta.sddc.army.mil> or <http://www.sddc.army.mil/Public/Home>.

C.3.16.2 When the required delivery date cannot be met, the Contractor shall ensure the shipment is delivered as soon as reasonably possible.

**C.3.17 Notification Before Delivery.** When required by the receiver, the Contractor shall, without additional charge, provide the receiver with telephonic notice of arrival, providing driver name, contractor identification and BOL reference, in accordance with instructions on the BOL or in Appendix F, Shipper Unique Requirements.

**C.3.18 Proof of Delivery (POD).** The Contractor shall obtain a **signed and dated** proof of delivery (POD) showing the printed and/or legible complete name of the receiver’s representative who certifies the delivery obligation has been met.

C.3.18.1 The Contractor shall collect, retain and provide upon request hard copy or electronic proof of delivery.

1. At the shipper’s request, the Contractor shall provide legible proof of delivery for a maximum of 15 percent of the shipments from the requesting shipper’s location within five (5) business days of the request.
2. The Contractor shall provide the Contracting Officer sufficient proof of delivery as required for the Government to complete an accurate audit of the shipments within five (5) business days of the request.

C.3.18.2 Payment Process: Payment of charges for transportation services shall be made only upon completion of the services as evidenced by the Contractor’s certification of delivery at destination. Delivery dates entered into PowerTrack shall reflect the actual date that the shipment was delivered to the destination location. Such certification shall be made electronically using PowerTrack, and shall not be made until the shipment has actually been delivered. Any certification of delivery prior to actual delivery may result in contract termination, disqualification or disbarment of the Contractor from Government transportation programs and procurements.

**C.3.19 Reporting Overages, Damages and Shortages.** Contractors shall report overages, damages and/or shortages to the shipper by telephone within 48 hours of accepting the shipment, at the first break-bulk point or at final delivery. Contractors shall provide follow-up documentation by fax, U.S. mail or e-mail.

**C.3.20 Astray Freight and Emergency Notification.** The Contractor shall report astray freight and provide emergency notification to the following contact offices and numbers:

<b>Problem</b>	<b>Point of Contact</b>	<b>Telephone Number</b>
Astray freight or other non-emergency notifications	SDDC GOCARE Freight Hotline	1-800-631-0434
Secure holding, accidents, incidents, delays in transit	SDDC Hotline	1-800-524-0331
Accidents, incidents, or other emergencies involving DOD hazardous material other than munitions, explosives or radioactive materials	DOD Hazardous Material (HAZMAT) Hotline	1-800-851-8061 1-804-279-3131
Radioactive Materials	Army	1-703-697-0218/0219
Radioactive Materials	Navy/USMC	1-757-887-4692
Radioactive Materials	Air Force	1-202-767-4011
Radioactive Materials	Command Control Center / DLA	1-717-770-5283
Hazardous Material Spills	National Response Center	1-800-424-8802 and 1-202-267-2675 (Washington DC)

Hazardous Material Spills	DOD Hazardous Material (HAZMAT) Hotline	1-800-851-8061 1-804-279-3131
National Agency Check Verification	Defense Security service	1-703-428-3248
SDDC Global Distribution, Domestic	SDDC Customer Service	1-800-526-1465

C.3.20.1 Assistance with any of the above problems can also be obtained from the nearest Transportation Officer. Additional information on the identification and forwarding of astray freight is available at the SDDC web site: [www.SDDC.army.mil/freight/astray](http://www.SDDC.army.mil/freight/astray).

**C.3.21 Accident Notification.** The Contractor shall notify the Contracting Officer’s Representative (COR) within 24 hours of an accident involving injury to a Contractor’s employee. The Contractor shall provide the following to the COR within 48 hours of the incident:

- a. A written description of the accident, including the location and names of the individual(s) involved.
- b. Copies of any police reports regarding the accident.
- c. Copies of any reports filed with the Contractor’s insurance carrier(s).

C.3.21.1 In addition, within 14 days of the incident, the Contractor shall provide the COR with a summarized explanation of the occurrence and corrective action(s) that have been taken.

C.3.21.2 If an investigation results, the Contractor shall assist the investigator(s) in obtaining statements from its employees and shall make pertinent records available to the investigator.

C.3.21.3 In case the Contractor causes pollution (i.e., by petroleum, oil, and/or lubricant products), the Contractor shall be held responsible and shall hold the U.S. Government harmless from any and all administrative and financial involvement. The Contractor shall perform and is responsible for all necessary cleanup and treatment costs.

**C.3.22 Loading/Unloading.** Except as otherwise stated in Appendix F, if the Contractor is required to load and/or unload unassisted by consignor or consignee, the accessorial charge for this service will be [URC1] per hundredweight subject to a minimum charge of [URC2] per shipment. Consignor or consignee requesting this service shall provide certification that the Contractor performed the service and indicate the amount of weight the Contractor handled.

C.3.22.1 Contractors are required to stack un-palletized freight at the tailgate of the vehicle; tailgate pickup/delivery is pickup/delivery that enables a forklift or materials handling equipment, with operator only, to add/remove cargo to/from the tailgate of the Contractor’s vehicle.

**C.3.23 Vehicles.** Vehicles loaded as freight shall not be transloaded, moved for weight re-distribution or moved to add more freight without prior written consent from the origin ordering officer regardless of whether exclusive use was requested. The Contractor shall obtain written

consent from the origin ordering officer prior to breaking chains and/or removing the blocking and bracing.

**C.3.24 Engines.** A variety of engines may move under this contract. Depending on the engine's characteristics, it may move by Van, LTL, TL and/or Flatbed equipment. If a shipper ships an engine they do not want transloaded, the shipper will annotate exclusive use on the BOL and ship as a TL. If the engine must be moved for weight re-distribution, the Contractor shall obtain written consent from the origin ordering officer prior to breaking chains and/or removing the blocking and bracing. The Contractor shall adhere to the blocking and bracing requirements identified in Technical Order 00-85-20 Engine Shipping Instructions.

**C.3.25 Transloading.** The Contractor shall obtain written consent from the origin ordering officer prior to transloading truckload shipments for the Contractor's convenience. When the Contractor is given permission to transload truckload shipments the following shall apply:

1. Transloading to multiple trucks: the Contractor will be paid only for the number of trucks originally loaded.
2. Transload from multiple trucks: the Contractor will be paid only for the number of trucks used to deliver the shipment.

**C.3.26 Adjustment of Shipping Weights and Dimensions.** The Contractor may reweigh a shipment at any time prior to delivery. All weight adjustments made by the Contractor shall be based on scale weight from a certified scale. A copy of certified weight tickets shall be provided within 10 business days. The Contractor shall notify the shipper of any shipment determined to be over dimensional or overweight and request appropriate adjustments. The Contractor shall indicate on the BOL those shipments that have been adjusted for weight or dimensions. Weights and dimensions provided in PowerTrack billing shall constitute the indication of dimension or weight changes on billing documents. If the revised shipping weight or dimension varies more than 10% from the shipping activity's estimate, the Contractor shall notify the shipper prior to actual delivery of the new weight or dimensions.

C.3.26.1 Contractor will not be paid for the extra weight and/or size if the Contractor fails to meet the notification requirements outlined above.

**C.3.27 Additional Services.** The following provisions apply when a requirement for additional services not initially ordered is identified:

C.3.27.1 At Origin: Additional services shall be added by canceling the initial order for service and issuing a new order for service or in accordance with the Changes Clause.

C.3.27.2 At Destination: Services ordered from the Contractor by the consignee or receiving activity will be paid for by the activity requesting the service. Should the receiving activity not be a party to the contract, i.e. a non-Government commercial receiving facility, the shipping activity is responsible for any accessorial charges incurred at the receiving facility and will be e-billed accordingly.

C.3.27.3 The Contractor shall seek assistance from the shipper to resolve any discrepancies with shipment documentation, marking labeling, commodity description, packaging or other areas necessary to effect safe and timely movement.

**C.3.28 Split Pickup (Applies to TL Shipments).** At the shipper's request, the Contractor shall pickup at more than one location within the confines of the same shipping installation or facility. For each split pickup provided, exclusive of the initial pickup, an accessorial charge of [SPU] will apply.

**C.3.29 Split Delivery (Applies to TL Shipments).** At the shipper's request by annotation on the BOL, the Contractor shall deliver at more than one location within the confines of the same receiving installation, facility or stop-off point. For each split delivery provided, exclusive of final delivery, an accessorial rate of [SDL] will apply.

**C.3.30 Exclusive Use of Vehicle (EXC).** When requested by the shipper, the contractor shall provide Exclusive Use of Vehicle (EXC) and all that it entails for all lanes under this contract. Except for the lanes specified in Appendix F (where EXC is already included in the rates) the BOL must state or signify a request for Exclusive Use. When provided, the accessorial charge of [EXC] will apply.

C.3.30.1 The Contractor shall not break the seals or remove locks and shall not transfer loads for the Contractor's convenience.

C.3.30.2 The Contractor shall devote the entire vehicle to the exclusive use of the shipper.

C.3.30.3 Contractors who fail to comply with the exclusive use requirements stated in this PWS may be placed in partial or total non-use by the Contracting Officer. Multiple exclusive-use violations may result in termination of the contractor from this contract and an unfavorable past performance rating in the Contractor Performance Assessment Reporting System (CPARS).

**C.3.31 Lock or Seal Removal.** When Exclusive Use is requested and the Contractor must remove a seal or lock due to an emergency or upon prior written approval of the shipper or receiver, the Contractor shall immediately reseal or relock the vehicle with a seal or lock equal to or of higher security than the seal or lock removed. The Contractor shall immediately notify the shipper of the new seal or lock number. The Contractor shall annotate the BOL with:

1. The new seal or lock number
2. Date and time replacement seal or lock was applied
3. The reason for removal of the original seal or lock
4. The Contractor shall ensure that no freight is added to the vehicle except at the instruction of the shipper or receiver

**C.3.32 Expedited Service (EXP).** The contractor shall provide Expedited Service (EXP) and all that it entails for all lanes under this contract.

C.3.32.1 Expedited Service consists of the immediate dispatch of a shipment in continuous line-haul service to meet the delivery schedule required by the consignor or consignee to include extra/team driver(s) when necessary.

1. Truckload  
[EXP1] per mile, per vehicle – 1 to 500 miles  
[EXP2] per mile, per vehicle – over 500 miles
2. Less than Truckload  
[EXP1] percent of linehaul – 1 to 500 miles  
[EXP2] percent of linehaul – over 500 miles

C.3.32.2 With the exception of excusable delays identified in this contract, if the Contractor fails to meet the Required Delivery Date (RDD) specified on the BOL, the Contractor will not be paid for expedited service.

**C.3.33 Stop-Off (SOC).** The dedicated lanes identified in Appendix F may have stop-offs and are subject to the following conditions:

C.3.33.1 To meet the needs and conditions of the Government, changes may be made to add or delete a stop-off. Contractors will be notified of changes at least 24 hours prior to the effective date and time.

C.3.33.2 The stop-off accessorial charge [SOC] will apply for each additional stop-off or reduced accordingly with each removed stop-off excluding the initial pickup and the final delivery.

C.3.33.3 The transit time will be increased as agreed upon by the shipper and the Contractor, but will not exceed more than one day for each intermediate stop.

C.3.33.4 When the mileage through the stop-off point(s) exceeds the direct mileage from origin to destination, the line-haul rates shall be based on applicable mileage from point of origin via the stop-off point(s) to final destination.

**C.3.34 Securing/Protecting Shipments.** The Contractor shall furnish vehicles with all equipment necessary to safely transport freight. The shipper is responsible for the necessary and proper blocking and bracing of the load for movement over the highway. The Contractor is ultimately responsible for securing the shipment and protecting it from the elements.

**C.3.35 Protective Tarping for Security Purposes (PTS).** Protective Tarping for Security Purposes requires the contractor to cover the shipment with tarpaulin(s) so as to not reveal the nature of the shipment.

C.3.35.1 At the request of the shipper, the contractor is also required to tarp a shipment for other than security purposes.

C.3.35.2 The accessorial charge for this service will be [PTS] per shipment. For shipments requiring more than one vehicle, the charge shall apply to each vehicle used that requires tarping.

C.3.35.3 If the shipper did not request tarping at shipment pickup and, during transit, the Contractor must tarp the load to protect the shipment from the elements, tarping shall be at no cost to the Government.

**C.3.36 Chains with Binders and Straps with Fasteners (CHN).** The Contractor shall provide a minimum of eight (8) chains and binder sets and eight (8) nylon straps with fasteners as standard equipment for flatbed/dropframe equipment. The Contractor will be entitled to an accessorial charge of [CHN] for each additional chain and binder sets or straps with fasteners requested by the shipper. Charges will be assessed on the basis of equipment ordered.

**C.3.37 Contingency/Reconsignment/Diversion.** In the event of a contingency/state of war (declared or not), emergency or other situation; e.g., wildfires, regional emergency, flood or weather-related situation where transportation disruptions are affecting shipment delivery, the contractor shall contact the STC Program Office who will issue an advisory notice regarding shipment guidance and disposition implications to the contractor. However, when shipments are undeliverable for localized situations, the contractor shall contact the applicable shipper(s) for disposition instructions regarding any change in shipment status; e.g., delayed delivery, undeliverable shipments, etc.. If this shipment redirection causes charges to be different from the estimated charges, the accessorial charge [RCC] shall be reflected on the invoice.

C.3.37.1 The Contractor shall provide reconsignment or diversion service upon a written request or upon an oral request subsequently confirmed in writing by a government representative.

C.3.37.2 Only entire shipments, not portions of shipments, may be reconsigned/diverted.

C.3.37.3 The Contractor shall make a diligent effort to execute a request for reconsignment/diversion within the original delivery times. If the original delivery date/time cannot be met, the Contractor and the government representative requesting the reconsignment/diversion will mutually agree on a revised delivery schedule.

C.3.37.4 The terms “reconsignment” and “diversion” are considered to be synonymous and the use of either shall be considered to mean:

1. A change in the delivery location within the original destination;
2. A change in the original destination; or
3. Any other change in delivery that requires an additional movement of the shipment.

C.3.37.5 Payment of all charges for reconsignment/diversion will be the responsibility of the receiving activity. Should the receiving activity not be a party to the contract, i.e. a non-Government commercial receiving facility, the shipping activity is responsible for any accessorial charges incurred at the receiving facility and will be e-billed accordingly.

1. When the request constitutes a change in the delivery location within the original destination, the Contractor shall charge [RCC] per shipment.
2. When the request constitutes a change in the original destination, the contractor shall charge [RCC] per shipment and shall also be entitled to the line-haul rate from origin to the new destination via the interception point.
3. The Contracting Officer and the Contractor shall negotiate the rate when the Contractor does not have an applicable rate or tender on file to or from the interception point.

**C.3.38 Redelivery (RCL).** When a shipment is offered for delivery and through no fault of the Contractor the delivery cannot be accomplished, the Contractor shall comply with the following:

C.3.38.1 If a shipment is offered to a receiver and delivery is refused or rescheduled for another time, the Contractor shall indicate the new delivery date/time, name and telephone number of the person refusing or rescheduling the delivery on the BOL. If a new delivery date/time is not given, the Contractor shall make no further attempts to deliver the shipment until the receiver provides redelivery instructions.

C.3.38.2 When a receiver authorizes redelivery, the accessorial charge for redelivery will be assessed [RCL1] per hundred pounds, subject to a minimum charge of [RCL2] per shipment and a maximum charge of [RCL3] per shipment.

C.3.38.3 If the receiver fails to provide redelivery instructions within 24 hours of notification that the shipment is on hand, the Contractor shall contact the shipper for instructions.

C.3.38.4 The Contractor shall bill redelivery to the receiver. Should the receiving activity not be a party to the contract, i.e. a non-Government commercial receiving facility, the shipping activity is responsible for any accessorial charges incurred at the receiving facility and will be e-billed accordingly.

**C.3.39 Storage (SRG).** Shipments held in Contractor's possession because of an act or omission of the shipper, receiver, owner or for customs clearance, inspection or for any reason attributed to action by shipper or receiver, shall be stored by the Contractor, subject to the following provisions and rates. The Contractor shall not apply storage rates to astray and/or damaged freight. The Contractor shall not apply storage rates for shipments presented for delivery prior to the Transit Times stated in this PWS.

C.3.39.1 Contractor shall contact the shipper/receiver for redelivery or reconsignment of the shipment before assessing a storage charge. Storage rates shall not be assessed sooner than 24 hours after the Contractor has contacted the receiver for redelivery instructions. Storage rates under this item shall end when the shipper, receiver, owner or customs official advises the Contractor to deliver or transport the freight. Should the receiving activity not be a party to the contract, the shipping activity is responsible for the storage charges and should be e-billed accordingly.

C.3.39.2 The Contractor shall notify the shipper and receiver in writing of the commencement of storage rates for shipments in the Contractor's possession.

C.3.39.3 The Contractor shall provide follow-up written notification after the 30th day of storage and every 30 days afterwards, until the shipment is delivered.

C.3.39.4 Storage rates shall not apply when delivery cannot be accomplished due to riots, acts of God, the public enemy, the authority of law, the existence of violence or such possible disturbance, as may tend to create reasonable apprehension of danger to persons or property.

C.3.39.5 The Contractor shall not sell DOD freight to satisfy storage or other transportation charges nor shall the Contractor place DOD freight in a public warehouse.

C.3.39.6 Charges. Freight stored in the Contractor's possession will be subject to the following accessorial charges:

1. Shipments weighing less than 10,000 pounds will be subject to storage rates of [SRG1] per day per shipment, subject to a minimum rate of [SRG2] per shipment.
2. Shipments weighing 10,000 pounds or more will be subject to storage rates of [SRG3] per day per shipment, subject to a minimum rate of [SRG4] per shipment.

C.3.39.7 Rates for storage shall be billed and submitted separately and not included on the BOL. Rates for storage shall be billed directly to shipper or receiver responsible for ordering services.

**C.3.40 Seizure of Cargo.** The Contractor shall not assert any type of lien on any property shipped under this contract. The Contractor shall take no action to seize, arrest, hold or otherwise detain any shipment through any judicial process in the United States or through any other means whatsoever.

**C.3.41 Signature and Tally Record Service (675).** The Contractor shall provide Signature Service when requested.

C.3.41.1 Signature and Tally Record Service (675) consists of the following requirements:

1. Each person responsible for handling the shipment shall sign a Signature and Tally Record (DD Form 1907) at specified stages of its transit from origin to destination. Specifically, Contractor shall require each person responsible for the shipment (e.g., terminal manager, all drivers and dock foreman) to personally sign the Signature and Tally Record and upon delivery obtain the consignee's signature in the designated space on DD Form 1907.
2. Driver(s) shall sign DD Form 1907 upon assuming initial responsibility for the shipment.

3. In terminal areas, the vehicle containing the 675 shipment shall be under the control of the last person signing the DD Form 1907.
4. Contractor shall be able to trace a shipment in less than 1 hour upon request.

C.3.41.2 To request 675, shipper shall annotate the BOL as follows:

1. "Signature and Tally Record Requested. DD Form 1907 furnished to Contractor."  
DATE \_\_\_\_\_ SIGNATURE \_\_\_\_\_ TITLE \_\_\_\_\_
2. 675 is subject to an assessorial charge of [675] per shipment.

**C.3.42 Constant Surveillance Service (CIS).** The Contractor shall provide Constant Surveillance Service (CIS) when requested.

C.3.42.1 Constant Surveillance Service (CIS) consists of the following requirements:

1. Continuous responsibility for constant surveillance and custody of the shipment in transit. Such attendance and surveillance shall prevent all inspections (except those performed by governmental enforcement agencies in their line of duty) tampering, pilfering or sabotage and, insofar as humanly possible, safeguard against all manner of unusual circumstances, such as wreck, delay, flood or violent disturbances.
2. Unless otherwise stated, when not being driven, a vehicle shall be attended at all times by a qualified representative of the Contractor. A vehicle is "attended" when the person responsible for the shipment is awake and is either in the vehicle (not in a sleeper berth) or within 100 feet of the vehicle and has the vehicle within his/her constant, unobstructed view. A qualified representative is a person employed by the Contractor or the terminal involved in handling of shipments; designated by the Contractor/terminal to attend the vehicle; aware of the sensitivity of material moving under CIS; knowledgeable about the safety, security and emergency procedures that shall be followed; and has the means, capability and authority to move the vehicle.
3. For brief stops en route, the vehicle or shipment shall be attended.
4. When circumstances require lengthy stops en route, Contractors shall ensure that the vehicle is parked only at a Contractor terminal, a state- or locally-approved safe haven under 49 CFR or during emergencies, in a DOD secure holding location. When a vehicle is parked in a Contractor terminal or at a state or local safe haven, a qualified Contractor or terminal representative shall keep the shipment in full view and stay within 25 feet of the vehicle or shipment at all times or the shipment shall be secured in an adequately lighted area that is surrounded by at least a 6-foot chain link fence, is continuously patrolled by a representative of the Contractor or terminal and is under the general observation of a qualified Contractor or terminal representative at all times. As an alternative, a shipment may be placed in a security cage.

5. The trailer or vehicle containing the material shall always be connected with the power unit (tractor) during shipment except when stopped at a DOD contractor activity for loading/unloading; at a Contractor terminal for servicing; at a Contractor-designated point where the driver maintains continuous surveillance over the shipment while disconnected; at a state or local safe haven location which meets the terminal security standards of subparagraph (4) above; or, in emergencies, at a DOD secure holding location.
6. The tractor shall be equipped with two means of communication, such as a citizens band (CB) radio unit, cellular telephone or working mobile communication unit capable of contacting state/local law enforcement personnel for the purpose of seeking assistance.
7. Contractor shall be able to trace a shipment in less than 1 hour.
8. Contractor or agent shall notify the consignee by telephone if shipment cannot reach consignee within 24 hours of the agreed-upon delivery date.
9. Contractor (and all drivers) shall be in full compliance with the requirements of DOD Driver Identification Requirements.
10. Signature and Tally Record Service (675) is included in the cost of CIS.
11. Single line-haul required.
12. No trip lease.
13. Contractors shall ensure driver(s) are well-versed on how to obtain DOD safe haven/refuge and state and local law enforcement assistance, as well as the actions they must take to comply with all requirements of this item.

C.3.42.2 To request CIS, Shipper shall notify the Contractor in advance, and annotate the BOL as follows:

“Constant Surveillance Service Requested. Signature and Tally Record (DD Form 1907) furnished to Contractor.”

C.3.42.3 The accessorial charge for CIS will be [CIS1 – CIS6] per mile per vehicle, subject to a minimum charge of [CIS7] per vehicle.

1 to 150 miles:	[CIS1] per mile per vehicle
151 to 1,000:	[CIS2] per mile per vehicle
1,001 to 1,500 miles:	[CIS3] per mile per vehicle
1,501 to 2,000 miles:	[CIS4] per mile per vehicle
2,001 to 3,000 miles:	[CIS5] per mile per vehicle
Over 3,000 miles:	[CIS6] per mile per vehicle
Minimum Charge:	[CIS7] per vehicle

C.3.42.4 The Contractor shall be required to provide an extra driver when shipments exceed 150 miles. Charges for the extra driver will be paid as a separate accessorial under [EXD].

C.3.42.4.1 Security Cage Standards:

1. General: Security cages will be fabricated from commercial steel grating panels. Walls, doors, floors and ceiling must provide protection equivalent to the steel grating to preclude forced entry. Doors must have DOD approved padlocks (equivalent to American 200 series) and hasp systems and connecting hardware must be welded or otherwise secured to deter unauthorized entry.
2. Walls: Constructed of structural steel angle and expanded steel grating. Building walls also may be used which provide equivalent security to form sides(s). (Example: Double-course reinforced or filled concrete block.)
3. Floors: Made of asphalt or reinforced concrete or wood if reinforced with steel floor plating.
4. Ceiling: Same material as wall or floor. Minimum height: 8 feet. Frame: metal. Hinges: welded hinge pins.
5. Locks: DOD approved (equivalent to American 200 series) security locks and hasps.
6. Connecting Devices: Welded, peened or otherwise installed so as to deter unauthorized entry.
7. Windows/Openings: Expanded steel grating, anchored in metal frame and secured in same manner as door.
8. Alternative: As an alternative to a security cage, a CONEX, dromedary or similar heavy container which is sealed and locked with a DOD approved (equivalent to American 200 series) lock may be used in buildings which are locked, guarded or alarmed. In lieu of locking the containers, they may be placed with doors against each other or against a substantive building wall.

C.3.42.5 Terminal Security Standards

C.3.42.5.1 Contractors may utilize Closed Circuit Television (CCTV) in lieu of, or to augment, terminal security personnel if such use will provide equivalent or enhanced observation of the shipment/area protected and/or entry/exit control points, under the following conditions:

1. SDDC prior written approval of each proposed CCTV utilization.
2. The TV monitor will be continuously monitored when a shipment requiring protection is present in the terminal.

3. Terminal/security personnel must be capable of and available for immediate response to detached intrusions/incidents.
4. CCTV guidelines contained in FM 19-30, Appendix L, apply.

C.3.42.6 **NOTE:** Unless qualified by SDDC, Brokers, Freight Forwarders, Shipper Agents or Shipper Associations are not authorized to be used for any shipments that require CIS. If all the awarded prime Contractors for a given lane are either Brokers, Freight Forwarders, Shipper Agents or Shipper Associations, then the shipper will revert to voluntary tenders.

**C.3.43 Extra Driver (EXD).** When requested by shipper or when required under paragraph C.3.42.4, the Contractor shall provide an Extra Driver (EXD).

C.3.43.1 The Contractor shall verify request for extra driver is annotated on BOL clearly and specifically. The accessorial charge for Extra Driver will be [EXD1] per mile, subject to a minimum charge of [EXD2] per vehicle.

C.3.43.2 The use of Extra Driver (EXD) shall not be requested in conjunction with Expedited Service (EXP) to meet a delivery date shorter than the Standard Transit Time Guide as outlined in Appendix D.

**C.3.44 Billing for Reconsignment/Diversion, Relocation, Detention and Storage.** For shipments on the same vehicle going to the same destination, Reconsignment/Diversion [RCC], Relocation [RLS], Detention [DEP/DET] and Storage [SRG] shall be e-billed for the vehicle only, not for each shipment on the vehicle.

**C.3.45 Detention and Other Services.** For application of Detention [DEP] and other services requested or incurred at destination, all DOD installations/receiving activities are considered to be a party to this contract. Should the receiving activity not be a party to the contract, i.e. a non-Government commercial receiving facility, the shipping activity is responsible for any accessorial charges incurred at the receiving facility and will be e-billed accordingly.

**C.3.46 Detention (DEP/DET).** Free Time is the period allowed the shipper/receiver to load or unload the shipment before charges begin to accrue. Detention time and associated charges are computed from the time that the shipper or receiver has used up all allowable Free Time until the vehicle is released back to the Contractor.

**C.3.47 Detention: Vehicle with Power Unit (DEP).** The Contractor shall comply with the following:

C.3.47.1 When Contractor's vehicle with power unit (straight truck, tractor-trailer combination) is delayed or detained for loading or unloading on the premises of consignor, consignee or other premises approved by them and such delay or detainment is attributable to the consignor or consignee, the Contractor shall allow free time for shipment loading or unloading (or the combined weight of multiple shipments) as follows:

TYPE OF SHIPMENT(S)	FREE TIME
Vehicles loaded on flat-bed equipment	3 hours
Fully palletized shipments, 20,000 lbs and over	2 hours (see C.3.47.8)
Contractor power-unit, driver and one towed vehicle	1 hour
-- Actual weight in pounds per vehicle stop, not Palletized. (subject to paragraph C.3.47.7)	
Less than 3,000 lbs	1 hour
3,000 lbs but less than 10,000 lbs	2 hours
10,000 lbs but less than 20,000 lbs	3 hours
20,000 lbs and over	4 hours

C.3.47.2 Free time shall begin from the time Contractor's employee notifies a responsible representative of the shipper or receiver that the vehicle is in place, available and ready for loading or unloading and is within the shipper/receiver's normal operating hours, as annotated on the BOL or stated in Appendix F.

C.3.47.3 The computation of time in paragraph C.3.47.1 is to be made within the normal business (shipping) day at the designated premises at the place of pickup or delivery, except if a Contractor or its representative is permitted to work beyond this period, such working time shall also be included. When loading or unloading is not completed at the end of such day, time will be resumed at the beginning of the next workday or when the Contractor or its representative actually begins work if earlier.

C.3.47.4 When a trailer is both unloaded and scheduled for reloading, each transaction will be treated independently of the other. If the scheduled reloading does not occur the government can be billed for Vehicle Furnished but Not Used.

C.3.47.5 A shipment will be considered fully palletized when at least 90 percent of the shipment weight (exclusive of pallet weight) is loaded on pallets.

C.3.47.6 If loading or unloading extends beyond the allowable free time, the accessorial charge for [DEP] will be for each hour, or fraction thereof, that the vehicle is delayed beyond the allowable free time, until released by the shipper or consignee. Detention charges provided herein will be assessed during normal business (shipping) hours only.

C.3.47.7 The provisions of this item also apply when shipper or consignee requires that the tractor be disconnected from the trailer during loading or unloading and parked elsewhere on the shipper's or consignee's premises or when shipper or consignee directs that the trailer be left overnight and the tractor be parked at other than shipper's or receiver's premises.

C.3.47.8 If the material (boxes, crates, pieces, parts, etc.) comprising the non-palletized shipment is unloaded or loaded by pallet jack, forklift or other type of material handling equipment – without use of pallets – then the free time allowed (not to exceed 2 hours) will be one-half of the free time allowed for shipments not palletized. To be eligible for this exception, at least 90 percent of the weight must be loaded or unloaded in the manner described. Fully

palletized shipments weighing less than 20,000 pounds will be allowed one-half the free time specified in the chart above.

**C.3.48 Detention – Vehicle without Power Unit (DET).** Subject to the availability of equipment and Contractor’s approval, Contractors may spot vehicles without power units (empty or loaded trailers) for loading or unloading on the premises of the consignor or consignee or on other premises designated by them.

C.3.48.1 When such trailers are delayed or detained for reasons attributed to the consignor or consignee, the shipment (or the combined weight of multiple shipments being loaded or unloaded) will be allowed 24 hours of Free Time, as follows:

1. Free Time will commence when the trailer is spotted for loading or unloading.
2. When any portion of the free time extends into a Saturday, Sunday or holiday, the computation of free time will resume at 12:01 a.m. on the next day which is not a Saturday, Sunday or holiday.
3. Free time shall not begin on a Saturday, Sunday or holiday, but at 8:00 a.m. on the next day which is not a Saturday, Sunday or holiday.

C.3.48.2 When a trailer is both unloaded and scheduled for reloading, each transaction will be treated independently of the other.

C.3.48.3 DET will end when consignor or consignee notifies Contractor by telephone that loading or unloading has been completed and that the trailer is available for pickup. Such notification shall constitute release of Contractor’s equipment; Contractor shall then connect and pull the equipment in a timely manner.

C.3.48.4 DET will not apply if loading/unloading and Contractor’s being notified of same has not extended beyond the free time. Contractor’s credits earned on equipment held cannot be used by the Contractor to offset debits chargeable on equipment waiting to be moved.

C.3.48.5 Accessorial charges for detention of vehicles without power units will be:

1. For each of the first and second 24-hour periods or fraction thereof that vehicle is detained beyond the allowable free time, the charge will be [DET1] per 24-hour day or fraction thereof.
2. For each of the third and fourth 24-hour periods or fraction thereof that vehicle is detained beyond the allowable free time, the charge will be [DET2] per 24-hour day or fraction thereof.
3. For the fifth and each succeeding 24-hour period or fraction thereof that a vehicle is detained beyond allowable free time, the charge will be [DET3] per 24-hour day or fraction thereof.

**C.3.49 Documentation of Detention.** The Contractor shall document all invoices for detention in accordance with C.3.49.1. The shipper and receiver must also document the arrival of the shipment in accordance with C.3.49.1. Free time shall begin from the time Contractor's employee notifies a responsible representative of the shipper or receiver that the vehicle is available and ready for loading or unloading and it is within the shipper/receiver's normal operating hours or acceptance hours. Free time computation of detention shall end when the vehicle is loaded and the driver pulls away from the loading/unloading location. Detention shall not be paid for time being initially inspected or for time for pickup of documentation or final inspection.

C.3.49.1 The Contractor shall document any detention beyond the free time when it occurs. An original shipment document, a photocopy, fax copy or scanned document of the documentation shall be forwarded to the activity incurring the detention in addition to an invoice for payment. The documentation will include a copy of the BOL/CBL or other shipment documentation evidencing the shipment and or trailer number, the exact time and date that the shipment was available for loading or unloading, the exact time and date the loading or unloading was completed including the acceptance and execution of the shipment paperwork and shall be signed for by one or more representatives of the shipper, receiver or other government representative.

C.3.49.2 In those instances where detention has been incurred the Contractor shall notify the activity by letter, fax or e-mail as soon as possible prior to e-billing and before payment by the installation, but not later than 15 business days after the detention occurred.

C.3.49.3 Detention shall be e-billed only for the vehicle, not for each shipment on the vehicle. Should the receiving activity not be a party to the contract, the shipping activity is responsible for the detention charges and should be e-billed accordingly.

**C.3.50 Cargo Liability (LIE).** Contractors will be liable for all loss, damage, undue delay, miss-delivery or other result occurring to freight in its possession, unless caused by acts of God, acts of the public enemy, act or default of the shipper, act of the public authority or inherent nature or vice of the cargo.

C.3.50.1 For all shipments weighing less than 15,000 pounds, Contractor liability for lost and/or damaged cargo will be limited to the lower dollar amount either of \$50,000 or \$25.00 per pound per package or the actual amount of the loss and/or damage to the article(s). Should a shipper desire to declare and establish a cargo liability for an amount greater than \$50,000, the Contractor agrees to provide this increased liability coverage for [LIE1] \$\_\_ for each \$100 increase in loss and/or damaged cargo liability over the maximum liability.

C.3.50.2 For all shipments weighing 15,000 pounds or more Contractor liability for lost and/or damaged cargo will be limited to the lower dollar amount either of \$150,000 per shipment or \$2.50 per pound per item or the actual amount of the loss and/or damage to the cargo. Should a shipper desire to declare and establish a cargo liability for an amount greater than \$150,000, the

Contractor agrees to provide this increased liability coverage for [LIE2] \$\_\_ for each \$100 increase in loss and/or damaged cargo liability over the maximum liability.

C.3.50.3 All DOD shipments governed by this contract are subject to the released liabilities stated in the paragraphs above. No other released liabilities, regardless of where they are published, apply.

**C.3.51 General Shipment Discrepancies/Claims.** Claims for loss of articles or damages will be filed by the government after the discovery of the damage or loss, but not later than 9 months following the date of delivery. Claims for an overcharge may be filed by the government no later than three (3) years following the date of delivery. Contractor claims shall be filed with the government no later than three (3) years following the date of delivery. The contractor shall promptly respond to a transportation discrepancy request (TDR) for information from the government.

**C.3.52 Advancing Charges.** The Contractor shall advance, for subsequent collection from the government, the lawful charges incurred for ferries, special bonds, or tows required by state or other governmental authorities for transportation of a shipment.

C.3.52.1 The accessorial charge for advancing monies under this item shall be [45] per advance.

C.3.52.2 The Contractor shall identify any charges listed above which require reimbursement on the BOL or EDI transactions, submitted via PowerTrack to the Government. In the automated PowerTrack environment, the actual paper receipts cannot be submitted. Nonetheless, for audit purposes, Contractors shall retain the valid receipts and any other documentary evidence to support these claims.

**C.3.53 Fractions.** Fractions of a cent resulting from the application of rates and/or accessorial charges will be disposed of as follows:

1. Fractions of less than one-half of one cent will be omitted.
2. Fractions equal to or more than one half of one cent will be increased to the next whole cent.

**C.3.54 Quality Control Plan.** The contractor's Quality Control Plan (QCP) shall encourage continual enhancement of the performance requirements of the PWS. The contractor shall develop and implement procedures to identify, prevent and ensure non-recurrence of defective or deficient services. As a minimum, the contractor shall develop quality control procedures addressing the areas identified in the Performance Requirements Summary. Any subsequent changes to the QCP shall be coordinated with the USTRANSCOM CO 30 calendar days prior to its implementation. The QCP shall include:

C.3.54.1 A description of the inspection system to cover services listed in the PWS. The description shall include specifics as to the areas to be inspected on both a scheduled and unscheduled basis and the frequency of inspections.

C.3.54.2 A description of the system that shall facilitate continuous improvement and address any negative trends and their corrective actions.

C.3.54.3 A description of the records to be kept to document inspections and corrective or preventive actions taken.

C.3.54.4 The records of inspection shall be kept and made available to the Government throughout the contract performance period and for the period after contract completion until final settlement of any claims under this contract.

C.3.54.5 A written Safety and Security plan which shall include details of the contractor's safety operations, responsibilities, method of program implementation and how hazards and deficiencies shall be identified and corrected. It shall detail employees' responsibilities for reporting all mishaps and establishing procedures for reporting or correcting unsafe conditions, hazards or practices. The plan shall also contain mishap notification and reporting procedures.

**C.3.55 Quality Assurance.** The Government will evaluate the contractor's performance by appointing a Contracting Officer Representative (COR) to ensure services are received.

**C.3.56 Past Performance Information (PPI).** The government will formally assess and report on the contractor's performance annually in Contractor Performance Assessment Reporting System (CPARS). The contractor will be provided a copy of their annual assessment at the end of each performance period. The contractor shall have 30 calendar days to review and submit comments for the evaluation activity's consideration before the assessment is made final.

### **C.3.57 Contracting Officer's Representative (COR)**

C.3.57.1 Definition. "Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the Contracting Officer to perform specific technical or administrative functions.

C.3.57.2 If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

## **C.4 APPLICABLE REFERENCES**

**C.4.1 MIL-STD-2073 1D, Standard Practice for Military Packaging Requirements and DLAR 4145.7, Packaging of Material**

**C.4.2** Defense Table of Official Distances (DTOD) is commercially known as PC\*Miler. Information pertaining to the current version of DTOD can be found on the Internet at <http://dtod.SDDC.army.mil>

**C.4.3** National Motor Freight Traffic Association, Inc. (NMFTA)

1. Directory of Standard Carrier Alpha Codes (SCAC) NMF 101-T and supplemental reissues thereto.
2. Continental Directory of Standard Point Location Codes (SPLC), NMF 102-series.

**C.4.4** Code of Federal Regulations (CFR), Title 49, (Parts 100-199; 300-399; 500-599; and 1000-1399) <http://www.access.gpo.gov/cgi-bin/cfrassemble.cgi?title=200849>

**C.4.5** National Zip Code Directory, Vol. I and II or Zip Code finder at <http://zip4.usps.com/zip4/welcome.jsp>

**C.4.6** Transportation Facilities Guide (TFG) database; <https://eta.SDDC.army.mil>

**C.4.7** Military Surface Deployment and Distribution Command Freight Carrier Registration Program (FCRP) at <https://eta.SDDC.army.mil>

**C.4.8** 48 CFR 47.301-3 Using the Defense Transportation System (DTS) <http://cfr.vlex.com/vid/47-301-3-using-defense-transportation-dts-19866059>

**C.4.9** SDDC Freight Traffic Rules Publication, MFTRP NO. 1C-R, 2<sup>ND</sup> Ed. dtd March 1 2009, <http://www.sddc.army.mil/sddc/Content/Pub/45526/MFTRP1C-R%202nd%20ed%201%20March%2009.pdf>

**C.4.10** EDI Technical Trading Partner Guide for Defense Transportation (Sep. 2008)

## **C.5 WORK AREAS/ PERFORMANCE REQUIREMENTS**

**C.5.1 Performance Requirements.** Each performance requirement in this PWS is expressed as follows and contains the following three elements. In each case, when taken together, these elements constitute a performance requirement:

**Performance Objective** - A statement of the outcome or results expected of the contractor.

**Performance Measurement** - The critical few characteristics or aspects of achieving the objective that will be monitored by the Government; those things that the Government will be gathering data about. Each objective may have one or more measures.

**Performance Standard** - The targeted level or range of levels of performance for each performance measure also referred to as Acceptable Quality Level (AQL).

C.5.1.1 Not every performance objective in this contract has a related performance measure or performance standard. **However, every performance objective is a contractual performance requirement.**

C.5.1.2 The Performance standards identified in this PWS identify a specific target to be met. For example, if the standard is 100%, that means the Government expects that target level of performance to be met every time. If a standard is 98%, the contractor shall attain the required level of performance at least 98% of the time. If no standard is specified, it is assumed that the standard is 100%, unless commercial standards exist which are less and the contractor identifies the applicable commercial standard(s) in its proposal.

C.5.1.3 The government reserves the right to conduct quality assurance surveillance on all requirements in the PWS.

**C.5.2 Performance Objective - Order Acceptance and On-Time Pickup.** Accept all orders and meet all scheduled pickup dates and times. Note: Dedicated lanes have specified pick up days and times. Reference Appendix F, Shipper Unique Requirements.

**Performance Measurement:** Meets all Scheduled Pickup Dates and Times.

**Performance Standard:** No more than a combined total of 25 order refusals and late pickups per month.

**C.5.3 Performance Objective – On-Time Delivery.** The contractor shall move the cargo from origin to destination such that the cargo arrives at its destination in a timely manner to meet the transit time specified in Appendix D of this contract. Note: Dedicated lanes will have established delivery dates and times as stated in Appendix F, Shipper Unique Requirements.

**Performance Measurement:** Meet all required delivery dates.

**Performance Standard:** 95% Monthly.

**C.5.4 Performance Objective – Intransit Visibility (ITV).** The contractor shall provide track and trace capability for all shipments from the date and time of pickup to the date and time of delivery, using the BOL number.

**Performance Measurement:** Provide oral status reports and/or web-based tracking within one (1) hour of request.

**Performance Standard:** 99% Monthly.

**C.5.5 Performance Objective – Global Transportation Network (GTN) Reporting.**

Contractor shall electronically interface with USTRANSCOM's Global Transportation Network (GTN) to provide ITV tracking and tracing information.

**Performance Measurement:** Transmit all shipment data to GTN within 4 hours of expedited shipment pickup and within 12 hours of routine shipment pickup with no more than 2% error in syntax and semantics.

**Performance Standard:** 99% Monthly.

**C.5.6 Performance Objective – Delivery/Performance Reports.** The contractor shall provide monthly delivery reports at no additional cost to the Government. Reports shall be submitted to the Contracting Officer or designated point of contact (POC) electronically via e-mail or upload to a web page in a Microsoft Excel for Windows “.xls” format that can be read by Microsoft Excel for Windows Version 8 and any future version. The report shall include all shipments accepted by the Contractor during the reporting period.

C.5.6.1 The data shall be in BOL sequence by lane. Report data shall be presented in the following order:

1. SCAC
2. Bill of Lading Number
3. Actual Pickup date
4. Delivery Exception Code (if applicable)
5. Reason for Delay (if delivery exception code is provided)
6. Delivery Date

**Performance Measurement:** Monthly reports provided by the 20<sup>th</sup> day of the following month. If this day falls on Saturday, Sunday or Federal Holiday, the next workday will be considered on-time.

**Performance Standard:** 100% Monthly.

**C.5.7 Performance Objective – Monthly Revenue Report.** The contractor shall provide a monthly revenue report to the Contracting Officer that includes all payments received in performance of the contract for each calendar month.

C.5.7.1 The report shall include all payments received from the DOD for performance of transportation services paid through the 3<sup>rd</sup> party payment system (currently US Bank’s PowerTrack©) under this contract for each calendar month.

C.5.7.2 Report format shall include at a minimum:

1. Month
2. Contract Number
3. Contractor Name
4. Individual Shipments: Bill of Lading (BOL) number and associated dollar value of payments received
5. Total dollars of monthly payments received

**Performance Measurement:** Monthly reports provided by the 20<sup>th</sup> day of the following month. If this day falls on a Saturday, Sunday or Federal Holiday, the next workday will be considered on-time.

**Performance Standard:** 100% Monthly.

## C.6 GLOSSARY

### C.6.1 Abbreviations and Codes

045	Advancing Charges
675	Signature and Tally Record Service
ANSI	American National Standards Institute
AQL	Acceptable Quality Level
AR	Army Regulation
ASCII	American Standard Code for Information Interchange
ATA	American Trucking Association
BOL	Bill of Lading
CBL	Commercial BOL
CCR	Central Contractor Registration
CCTV	Closed Circuit Television
CDC	Committed Daily Capacity
CFR	Code of Federal Regulation
CHN	Chains and Binders
CLIN	Contract Line Item Number
CO	Contracting Officer (also KO)
COFC	Container on Flatcar
CONEX	Container Express
CONUS	Contiguous United States
COR	Contracting Officer Representative
DD Form	Department of Defense Form
DDC	Defense Distribution Center
DDD	Desired Delivery Date
DEP	Detention: Vehicles with Power Units
DET	Detention: Vehicles without Power Units
DLA	Defense Logistics Agency
DOD	Department of Defense
DOT	U.S. Department of Transportation
DSS	Distribution Standard System
DTOD	Defense Table of Official Distances
EDI	Electronic Data Interchange
EFT	Electronic Funds Transfer
EXC	Exclusive Use of Vehicle
EXD	Extra Driver
EXP	Expedited Service
FAK	Freight All Kinds

FAR	Federal Acquisition Regulation
FCRP	Freight Contractor Registration Program
FPCON	Force Protection Condition
FVC	Full Visible Capacity
GTN	Global Transportation Network
HAZMAT	Hazardous Material
HQ SDDC	Headquarters, Surface Deployment and Distribution Command
ITO	Installation Transportation Officer
ITV	In-Transit Visibility
KO	Contracting Officer (Also CO)
LIE	Liability of Contractor (Cargo)
MFTRP	SDDC Freight Traffic Rules Publication
MIS	management Information System
MRO	Material Requisition Order
NAC	National Agency Check
NCA	National Command Authority
NMFC	National Motor Freight Classification
OA	Ordering Agent
OO	Ordering Officer
PBSC	Performance Based Service Contract
POC	Point of Contact
POD	Proof of Delivery
PTS	Protective Tarping for Security Purposes
PWS	Performance Work Statement
RCC	Reconsignment or Diversion
RCL	Redelivery
RDD	Required Delivery Date
RLS	Relocation of Vehicles
SCAC	Standard Carrier Alpha Codes
SDDC	Surface Deployment and Distribution Command
SF	Standard Form
SOC	Stop-Off In Transit
SPLC	Standard Point Location Code
SRC	Security Risk Category
SRG	Storage
TCN	Transportation Control Number
TDR	Transportation Discrepancy Report
TFG	Transportation Facilities Guide
TL	Truckload
TO	Transportation Officer
TOFC	Trailer on Flat Car
TPA	Contractor Equipment Pool
TPS	Transportation Protective Service
USC	United States Code
USTRANSCOM	US Transportation Command
VFN	Vehicle Furnished But Not Used

## C.6.2 Definitions

Accessorial Services	An accessorial service is service performed by the contractor in addition to the line-haul transportation costs.
Astray Freight	Shipments or portions of a shipment (1) for which billing (waybill, freight warrant, etc.) is not available or (2) that is being held by contractor for any reason except transfer.
Attended Vehicle	A vehicle is "attended" when the person responsible for the shipment is in the vehicle, awake, not in a sleeper berth, or is within 100 feet of the vehicle and has the vehicle within his/her constant, unobstructed view.
Bill of Lading	A document that lists and acknowledges the receipt of goods for shipment and specifies the terms and conditions of transport, or it refers to a charter party and lists the goods that are to be shipped under that charter party and serves as the document of title to those goods. A contract between the shipper and the Contractor whereby the Contractor agrees to furnish transportation services subject to the conditions printed on the bill of lading.
Blocking and Bracing	Equipment used to secure the load to prevent shifting during transit.
Bulk Commodities	Shipments not in packages or containers.
Business Hours	Hours when an office will normally be open. See hours of operation C.1.4 and C.1.5).
Calendar Days	Consecutive days, without regard to weekends or holidays.
Cargo	Supplies, materials, stores or equipment transported by surface mode.
Clean	A vehicle is free from non-standard equipment with the floor of the cargo area unobstructed, and swept to ensure that the vehicle is free of debris or residue, to include powder-like substances.
Contiguous United States (CONUS)	The forty-eight (48) Contiguous United States and the District of Columbia.

Contingency Operations	A military operation that is either designated by the Secretary of Defense as a contingency operation or becomes a contingency operation as a matter of law (10 USC 101(a)(13)). It is a military operation that a. is designated by the Secretary of Defense as an operation in which members of the Armed Forces are or may become involved in military actions, operations, or hostilities against an enemy of the United States or against an opposing force; or b. is created by definition of law. Under 10 USC 101 (a)(13)(B), a contingency operation exists if a military operation results in the (1) call up to (or retention on) active duty of members of the uniformed Services under certain Enumerated Statutes (10 USC Sections 688, 12301(a), 12302, 12304, 12305, 12406, or 331-335) (2) the call up to (or retention on) active duty of members of the uniformed Services under other (non-enumerated) statutes during war or national emergency declared by the President or Congress.
Contract Administration Office	The activity responsible for administering the contract against which the shipment was made.
Contracting Officer's Representative (COR)	An individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.
Contractor's Representative	A person employed by the contractor involved in handling shipments; designated by the contractor to attend the conveyance; who is aware of the sensitivity of material in accordance with the contract; is knowledgeable of the safety, security and emergency procedure that shall be followed; and is authorized and has the means and capability to move the transportation conveyance.
Contractor's Terminal	The building owned, and /or operated by the contractor that is used for freight transportation purposes.
Defense Logistics Agency (DLA)	A logistics combat support agency whose primary role is to provide supplies and services to America's military forces worldwide.
Desired Delivery Date	The specific date by which delivery of a shipment should be accomplished by the Contractor at the CONUS destination.
Depot (DLA Distribution)	A storage, receipt, issue, packing, preservation, and worldwide transportation location.
Detention	A charge made on a Contractor conveyance held by or for a consignor or consignee beyond the allowable free time for loading or unloading, for forwarding directions, or for any other purpose authorized and documented by the consignor or consignee. Charges for detention are in addition to all other lawful transportation charges.
Diversions	Change in the place of delivery, while in transit, within the original destination point; change in the original destination point; or any other change in delivery that requires an additional movement of the shipment.

Electronic Commerce	Conducting business transactions and information exchange using automation and telecommunications without paper documents.
Electronic Data Interchange (EDI)	Computer to computer exchange of business data, using standards jointly developed by standard groups such as the American National Standards Institute (ANSI) or the Electronic Data Interchange Agency.
Emergency	Any situation that would prevent a shipment from safely reaching its destination, such as undue delay caused by accidents, equipment failure, civil disturbance, labor strikes, or natural disasters.
Exclusive Use	A vehicle devoted solely to the transportation of the shipment, without the breaking of seals or locks and without the transfer of lading for the Contractor's convenience.
Expedited Service	The immediate dispatch of a shipment in continuous line-haul service within legal parameters as stated in CFR, Title 49, Part 395, to meet the RDD specified by the shipper on the BOL or per the Dedicated lane schedule.
Free Time	Time allowed to load and/or unload contractor's equipment before detention is charged.
Freight Charge	Payment due for the transportation of the freight.
Government Representative	A person who is employed by or under contract to, the Federal Government and is authorized to ship or receive freight. (Synonymous with TO/OO)
Hazardous Material (HAZMAT) or Hazardous Substance	A substance or material that has been determined by the Secretary of Transportation to be capable of posing an unreasonable risk to health, safety, and property when transported in commerce and that has been so designated. The term includes hazardous substances, hazardous wastes, marine pollutants, elevated temperature materials, material designated as hazardous under the provisions of the Code of Federal Regulations (CFR) Title 49, Parts 172.101 and 172.102, and materials that meet the defining criteria for hazard class and divisions in CFR Title 49, Part 173.
Holidays, Government	New Year's Day, Martin Luther King Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, Christmas Day.
Hundredweight Service	Packages addressed to a single consignee at one location with a total aggregate weight of 200 pounds or more per shipment
Intact	A shipment is delivered intact when it is delivered in the same condition, as it was at the time of pickup; without loss or damage to the shipment.
Interstate	Between states.
In-Transit Visibility (ITV)	The ability to track the identity, status, and location of DOD unit and non-unit cargo (excluding bulk petroleum, oils, and lubricants) and passengers; medical patients; and personal property from origin to receiver or destination established by the Commanders In Chief, Military Services, or DOD agencies during peace, contingencies, and war.

Intrastate	Within a state.
Lading	The freight in a truck
Line-haul	Transportation of freight over Contractor routes from point of origin to destination, excluding local pickup, delivery, and switching service.
Loading	Movement of cargo (vehicles or other articles) past the tailgate, or onto the bed of a trailer, of the vehicle or past the vehicle loading ramp, or over the side of a flatbed, or the removal of lading from a ramp extending into the trailer, as well as the stowing, securing, and tying down of the lading within such vehicle. Also the attaching or coupling of a vehicle or vehicles to another vehicle for purposes of towing vehicles. This includes the attaching and securing of a tow bar or other device to both vehicles for purposes of combining the vehicles to form a highway train. Loading or coupling includes furnishing to the Contractor the BOL, forwarding instructions, and/or other documentation necessary for forwarding and completion of the transportation requested.
Military Services	The Army, Navy, Air Force, Marine Corps, and Coast Guard
Military Surface Deployment and Distribution Command (SDDC)	A USTRANSCOM component that provides cargo, passenger, and personal property traffic management services to all DOD Components.
Operating Authority	An authorization issued by the appropriate regulatory body for a commercial contractor to perform transportation service, sometimes within specific limitations.
Ordering Officer (OO)	The shipper's representative who initiates the request for services.
Other Dangerous Articles	Includes, but not be limited to, the following: Flammable Liquids, Flammable Solids, Oxidizing Materials, Corrosive Liquids, Compressed Gases, and Poisonous Substances.
Overage	Any article of freight (packaged or loose) that is found to be in excess of the quantity recorded on the BOL, manifest or other government documentation covering the shipment.
Overdimensional	A shipment will be considered to be overdimensional when it contains one or more non-divisible articles which measure in excess of 576 inches (48 feet) in length (OVERLENGTH), 102 inches (8 feet 6 inches) in width (OVERWIDTH), or 162 inches (13 feet 6 inches) in height from the ground to the top of the article after loading (OVERHEIGHT). Exception: A shipment will not be considered overlength for interstate or intrastate movements, when the gross length dimensions of the tractor and loaded semi-trailer combination are within the maximum gross length for such equipment combination on interstate and federally designated highways or other state highways and supplemental routes.

Overweight Shipment	A shipment will be considered to be overweight when it contains a nondivisible article, which exceeds 48,000 pounds (45,000 pounds when loaded on low boy equipment).
Pickup	The process of the contractor obtaining the shipment from the shipper.
Proof of Delivery	The date and signature of the designated receiver listed on the delivery manifest, certifying the condition of the item and the date received. The proof of delivery established transfer of custody and liability to the receiver.
Qualified Contractor Representative	Person employed by a Contractor or terminal involved in the handling of DOD shipments moving in security service and: <ul style="list-style-type: none"> <li>a. Designated by Contractor or terminal management to attend a transportation conveyance.</li> <li>b. Aware of the sensitivity of DOD material moving under transportation protective service(s).</li> <li>c. Knowledgeable of the safety, security, and emergency procedures that must be followed.</li> <li>d. Authorized to move a transportation conveyance and has the means and ability to do so.</li> <li>e. When providing TPS, cleared under the DOD Industrial Security Program to handle CIS shipments and who has Contractor-issued identification.</li> </ul>
Rate	The charge for transporting freight on a zone-weight basis as stated in the Pricing Schedule.
Reconsignment	A change made in the consignment of a shipment before its arrival at the billed destination. Also, a change made in the consignment of a shipment after its arrival at the billed destination, when the change was accomplished under conditions which make it subject to a contractor's diversion or reconsignment rules and charges. See Diversion
Refuge Location	A DOD activity that meets all statutory requirements for storing classified or protected (sensitive) material, excluding Divisions 1.1, 1.2, 1.3 ammunition, explosives, fireworks, and which can provide security for such shipments in emergencies. NOTE: A refuge location is for security purposes, to secure sensitive shipments
Released Value Rate	Rate applied to a shipment that specifically limits contractor liability in case of loss or damage.
Required Delivery Date (RDD)	The calendar date when material is required by the receiver/requisitioner.
Route Order	Shipping order issued by a routing officer specifying the mode of transportation, Contractor to move the shipment, applicable rate, minimum shipment weight, contract authority and any pertinent Routing Instruction Notes

Safe Haven	Protected area specifically provided for and approved in writing by local, state or Federal Government authorities for the parking of unattended vehicles containing sensitive material.
Secure Holding Area	Assistance provided by an installation to a Contractor's vehicle transporting sensitive or classified cargo that arrives after hours or provided at the discretion of an installation commander to a vehicle in transit when no emergency exists.
Securing the Load	Ensuring that cargo is placed on Contractor conveyances with proper blocking and bracing; straps and fasteners; or chains and binders.
Security Classification	A category to which national security information and materiel is assigned by the United States Government to denote the degree of damage that unauthorized disclosure could cause the national defense or foreign relations of the United States and to denote the degree of protection required. There are three such categories: <b><u>Top Secret</u></b> – National security information or materiel that requires the highest degree of protection and the unauthorized disclosure of which could cause exceptionally grave damage to the national security. <b><u>Secret</u></b> – National security information or materiel that requires a substantial degree of protection and the unauthorized disclosure of which could cause serious damage to the national security. <b><u>Confidential</u></b> – National security information or materiel that requires protection and the unauthorized disclosure of which could cause damage to the national security.
Sensitive Cargo	Small arms, ammunition, and explosives that are a definite threat to public safety and can be used by militant, revolutionary, criminal, or other elements for civil disturbances, domestic unrest, or criminal actions.
Shipment	Quantity of freight tendered for transportation by one shipper at one location, on one day, on a governing document, for delivery to one receiver at one destination.
Shipper	See Government representative; origin; consignor.
Shortage	The condition that exists when the number of pieces of freight (packaged or loose) received is less than the number recorded on a governing document.
Single (direct route) Line-haul	All transportation services performed by the contractor submitting the rate.
Spotting	Placing a trailer at a specific site designated by shipper, receiver, or other designated party. It means detaching the trailer and leaving the trailer in full possession of shipper, receiver or other designated party, unattended by a power-unit (tractor).
Straight Truck	Any vehicle without a detachable power unit.
Standard Point Location Code (SPLC)	A code designed to provide each point originating freight and each point receiving freight with a unique code number so constructed as to identify the point within a geographic location.

Surcharge	A charge above the usual or customary charge.
Surge	An unexpected sudden increase in traffic requirements, to include response to natural disasters, humanitarian assistance support, etc., above and beyond the normally identified tonnage that materializes at a specific origin, within a lane.
Tariff	A publication containing rates, rules, regulations, and charges applying to commercial/military transportation and accessorial services.
Tender	A typed or electronic voluntary or negotiated offer by a qualified Contractor to provide transportation service to the U.S. Government at specified rates or charges and submitted by the Contractor to a central authority for official acceptance and authorization for use to route traffic.
Tracing	Action to determine the location of a shipment.
Tractor	Mechanically powered unit used to propel or draw a trailer or trailers on the highway.
Transloading	Cargo removed from one conveyance and directly reloaded on another conveyance for movement.
Transportation Agent	Person(s) (military or civilian) designated or appointed by the Ordering Officer to perform traffic management functions.
Transportation Control Number (TCN)	A 17-digit position alphanumeric character set assigned to control a shipment throughout the transportation cycle of the Defense Transportation System.
Transportation Discrepancies	Any deviations in a shipment received; e.g., quantity, condition, documentation, or deficiencies.
Transportation Discrepancy Report (TDR)	A reporting form, the DD 361, used to report loss and damage information for particular shipment.
Transportation Officer (TO)	A person(s) designated or appointed by the installation commander or other appropriate authority to perform traffic management functions. The official at an activity who is appointed as Installation Transportation Officer (ITO), Traffic Manager (TM), Traffic Management Officer (TMO), Passenger Transportation Officer (PTO), Movement Control Team (MCT), or Branch Movement Control Team (BMCT). The designated TO will also serve as an Ordering Officer. (Synonymous with Shipper)
Transportation Protective Service (TPS)	A commercial Contractor service performed according to prescribed DOD security standards that provide in-transit physical security for shipments of SECRET, CONFIDENTIAL, or sensitive materiel.
Unloading	Unloading or uncoupling is the removal or detachment of cargo at destination and includes signing the delivery receipt and/or other documentation the contractor requires for billing purposes and notifying the contractor that the vehicle is released.
Vehicle	Motor vehicle, freight or passenger, including DOD or contractor-owned trailers, semi-trailers, and tractor-trailer combinations; loaded or empty.

