Vehicle Tender of Service
VTOS
For the Transport of State Department Official and Armored Vehicles

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SECTION 1 – General

Item 1-1 General

The U.S. Department of State (DOS) requires a program for the transportation of Official and Armored vehicles, as follows:

- Warehouse-to-Warehouse from Post to the United States
- Warehouse-to-Port from the United States to Post.

Post will provide customs clearance abroad.

There is no guarantee, stated or implied, as to the amount/volume of cargo to be offered to the Vendor under this VTOS during the period of performance.

The Vendor shall provide all services, labor, equipment and supervision to affect services in accordance with the terms and conditions stated herein.

The Vendors responsibility shall include but not be limited to: all planning, programming, administration and management necessary to assure that all operations are conducted in accordance with this VTOS and all applicable laws, regulations, codes or directives including the maintenance of accurate and complete records, files and regulations which are necessary to the services being performed. Vendor shall ensure that all work meets or exceeds commercial standards for quality.

It is the Vendors sole responsibility to assure that all US Custom and federal regulations under the 49CFR are met in order to export a vehicle.

Cargo tendered by DOS under this agreement will be received by the Vendor and forwarded for delivery to final destination within specified transit times (RDD). Failure to meet the specified transit times will be used as a performance indicator for future determination of shipments.

Vendors that will participate under this VTOS are **required** to register with PowerTrack as a DOS trading partner. When bookings are done by our office in Antwerp all Vendors will bill ELSO and payments will be made by the ELSO B&F office. In all other cases vouchers will be paid through PowerTrack.

The estimated volume during the period of performance is 700 Vehicles; however the government does not guarantee any volume.

Item 1-2 REPORTING

1. All Vendors offering rates will be required to provide shipping details within seven calendar days from the day after the shipment is picked up. Reports should reach the DOS office via e-mail to: TTMContracts@state.gov . In addition, a copy of the shipping details must be provided to by the Vendor to all parties involved: the destination agent, Despatch Agency, and the Post GSO. DOS will periodically provide each Vendor a list of e-mail addresses for all embassy and consulates and a copy of the reporting form. Our agency reserves the right to discontinue tendering any services if the Vendor does not reports under these provisions.

2. For all shipments, the Vendor must provide their selected local agent's name, address and phone number to the booking representative within 24 hours from the time the initial booking was received. If services are being performed within the US, the local agent must have a valid SCAC designated for the specific address of the agent performing the service. This can not be a corporate SCAC that is used for all branches of a particular Vendor.

3. Vendors will be required to submit quarterly shipment reports to GSA. The Vendor shall furnish to GSA by electronic filing, a quarterly report of shipments billed to the applicable Federal Agency during the quarter on shipments handled pursuant to this VTOS. Only those shipments billed for which the GSA Industrial Funding Fee (IFF) is applicable will be included in the shipment reports. For purposes of this report, the date of submission of billing to DOS will be used. Format requirements, due dates, and electronic submission requirements will be identified in the annual Request for Offers, which will be released in August of each calendar year.

4. Vendors are required to submit a negative report even if a shipment was not billed during the quarter. The Vendor will be considered non responsive if it doesn't file this report and will be subject to Item 1-2.5 below.

5. Failure to submit shipment reports in two consecutive quarters and/or three of four quarters will result in the withdrawal of a Participant's rates and/or subsequent revocation of its approval.

6. GSA Industrial Funding Fee (IFF). For this VTOS, for each vehicle shipped, an IFF of 1.5% is due on the total net transportation charges billable to the Government. The Vendor must remit the GSA IFF specified within sixty (60) calendar days after the end of each calendar quarter upon which the shipment reports are required.

7. In the event deficiencies are found in the IFF amounts submitted to GSA, the Vendor will be notified in writing of the existing deficiency. The Vendor will be given an opportunity to correct the noted deficiency. Failure to acknowledge or correct deficiencies after notification by GSA will result in the Vendor being placed in temporary non-use status, in accordance with procedures in Federal Management Regulation (FMR) Part 102-117. Failure to submit the IFF due to GSA will result in immediate placement of the Vendor in temporary non-use status pending revocation of the Vendors approval.

8. The IFF will be remitted on the basis of shipments billed as reported, in accordance with the provisions of Item 1-2.3 of this VTOS. Checks shall be made payable to "GSA-GL474.1 [SCAC Code]; e.g, "GSA-474.1 [YZAB]. The check register/memo line must identify the applicable quarter that the payment is for. Checks must be mailed to *General Services Administration, Miscellaneous Receipts for Non Federal Claims, P.O. Box 979009, St. Louis, MO 63197-9009*

Item 1-3 APPLICATION OF RATES

All rate offers solicited for the DOS must incorporate the car carriage services, trucking, and towing of Official Vehicles and Armored Vehicles within the continental U.S and to international. Rate offers will be a flat fee per traffic lane. Any additional charges are not permissible without the consent of the Government Representative. Any additional charges from a Vendor approved by the Despatch Agency Government Representative must be reflected on the GBL as a separate item. The Vendor will provide all logistics services from origin to the ultimate destination.

Non Armored Official Vehicles

Class 1	Less that 300 CFT
Class 2	Between 300 and 800 CFT
Class 3	Exceeding 800 CFT

Armored Vehicles

Class 1	4,000 – 5,999 GVW
Class 2	6,000 – 10,000 GVW
Class 3	Over 10,000 GVW

Item 1-4 Intentionally left blank

Item 1-5 PROMPT PERFORMANCE OF SERVICES

In the US Pick up and Delivery Services are to be performed from 8:00am to 5:00pm only Monday through Friday. Service providers must have office coverage during the entire 8:00am to 5:00pm work day, no exceptions. Work will not be performed on weekends and Federal Government Holidays. For any Non-Federal holidays; Vendors are required to notify the DOS, in writing at least fifteen (15) days prior to scheduled non working days. Services requested under this tender shall be performed in accordance with the instructions given on the Government Bill of Lading (GBL) or Work (WO) Order.

Shipments that are going to miss the RDD must have a Missed RDD form sent into the GBL Issuing office and to TTMContracts@state.gov. Contact the DOS Tender Administrator for a copy of the Missed RDD Form. A monthly report will be provided to all providers listing total shipments completed within the calendar year and RDD statistics. Vendors will have 10 days from receipt of this report to rebut any shipments that were completed within the month prior to receiving the report.

Calculating Transit Times
To ensure the Vendor meets the required Delivery Date for each shipment, Transit times will be calculated from the last day of pick up until the shipment is available for delivery.

Transit Times for Official and Armored Vehicles
The following criteria shall be used for determining international required delivery dates (RDD) on DOS shipments to and from the United States and foreign countries:

Country	RDD	Country	RDD	Country	RDD
AFGHANISTAN	50	GERMANY	49	NORWAY	45
ALBANIA	56	GHANA	51	OMAN	52
ALGERIA	50	GREECE	56	PAKISTAN	64
ANGOLA	65	GRENADA	46	PALAU	50
ARGENTINA	52	GUATEMALA	48	PANAMA	48
ARMENIA	51	GUINEA-BISSAU	51	PAPUA NEW GUINEA	63
AUSTRALIA	65	GUYANA	51	PARAGUAY	52
AUSTRIA	49	HOLY SEE	35	PERU	51
AZERBAIJAN	50	HONDURAS	48	PHILIPPINES	65
AZORES	50	HONG KONG	54	POLAND	49
BAHAMAS	35	HUNGARY	46	PORTUGAL	50
BAHRAIN	49	ICELAND	42	QATAR	49
BANGLADESH	67	INDIA	64	ROMANIA	56
BARBADOS	35	INDONESIA	63	RUSSIA	49
BELARUS	56	IRAN	50	RWANDA	65
BELGIUM	46	IRAQ	50	SAUDI ARABIA	51
BELIZE	48	IRELAND	47	SCOTLAND	50
BENIN	51	ISRAEL	51	SENEGAL	51
BERMUDA	35	ITALY	46	SERBIA	56
BOLIVIA	50	JAMAICA	35	SIERRA LEONE	65
BOSNIA - HERZEGOVINA	44	JAPAN	53	SINGAPORE	61
BOTSWANA	51	JORDAN	51	SLOVENIA	49
BRAZIL	50	KAZAKHSTAN	65	SLOVAK REPUBLIC	50
BRUNEI	65	KENYA	65	SOMALIA	55

BULGARIA	56	KOREA	57	SOUTH AFRICA	65
BURKINA FASO	65	KOSOVO	47	SPAIN	49
BURUNDI	65	KUWAIT	49	SRI LANKA	64
CAMBODIA	63	KYRGYZSTAN	50	SUDAN	50
CAMEROON	65	LAO PEOPLE'S DEMOCRATIC REP	63	SURINAME	51
CAPE VERDE	50	LATVIA	46	SWAZILAND	50
CENTRAL AFRICAN REPUBLIC	65	LEBANON	51	SWEDEN	45
CHAD	65	LESOTHO	50	SWITZERLAND	50
CHILE	52	LIBERIA	50	SYRIAN ARAB REPUBLIC	51
CHINA	65	LIBYA	50	TAIWAN	54
COLOMBIA	51	LITHUANIA	56	TAJIKISTAN	50
CONGO	65	LUXEMBOURG	46	TANZANIA	65
COSTA RICA	46	MACEDONIA	50	THAILAND	63
COTE D'IVOIRE	50	MADAGASCAR	65	TOGO	50
CROATIA	46	MALAWI	65	TRINIDAD AND TOBAGO	41
CUBA	35	MALAYSIA	61	TUNISIA	46
CYPRUS	56	MALI	51	TURKEY	60
CZECH REPUBLIC	49	MALTA	36	TURKMENISTAN	65
DENMARK	45	MARSHALL ISLANDS	50	UGANDA	65
DJIBOUTI	51	MAURITANIA	51	UKRAINE	65
DOMINICAN	35	MAURITIUS	50	UNITED ARAB	52

REPUBLIC				EMIRATES	
EQUADOR	41	MEXICO	38	UNITED KINGDOM	47
EAST TIMOR	50	MICRONESIA	46	URUGUAY	50
EGYPT	50	MOLDOVA, REPUBLIC OF	50	UZBEKISTAN	65
EL SALVADOR	48	MONGOLIA	50	WESTERN SAMOA	50
EQUATORIAL GUINEA	50	MONTENEGRO	50	VENEZUELA	51
ERITREA	50	MOROCCO	49	VIET NAM	63
ESTONIA	45	MOZAMBIQUE	50	YEMEN	65
ETHIOPIA	65	MYANMAR	57	ZAIRE	65
FIJI	63	NAMIBIA	51	ZAMBIA	65
FINLAND	45	NEPAL	67	ZIMBABWE	65
FRANCE	46	NETHERLANDS	46		
GABON	51	NEW ZEALAND	64		
GAMBIA	50	NICARAGUA	46		
GEORGIA	46	NIGER	65		
		NIGERIA	65		

SECTION 2: SERVICE AREAS

Official and Armored Vehicles will be transported to and from the countries identified in Section 1-5 and the following points within the United States.

Washington, DC
Florida
Texas
Maryland
Ohio
Virginia
California

In addition, there is the potential for transport between each of the countries identified in Section 1-5.

SECTION 3: WAREHOUSE INSPECTION

Item 3-1 GENERAL

Authorized Government representatives of the GBL/WO Issuing Office shall have the right to inspect Vendor facilities (local Vendor equipment, terminals, stations, or warehouses) and to inspect the performance of services (loading, pickup, delivery, and any other services performed or being performed by the Vendor) in connection with any shipment handled under the provisions of this VTOS.

A. An authorized representative of the GBL/WO Issuing Office shall include personnel of the agency shipping facility.

Item 3-2 CORRECTIVE ACTION

When authorized representatives of the GBL/WO Issuing Office determine that facilities, equipment, or services do not meet the terms, conditions or specifications prescribed by this TOS, the Vendor or its agent shall cooperate fully to promptly correct the deficiency by taking appropriate action at no additional cost to the Government. The Vendor or its agent must notify the Tender Administrator and/or Government Representative in writing within fifteen (15) calendar days, indicating deficiencies have been corrected.

Item 3-3 FACILITIES

A. General

The Vendor shall furnish DOS full information concerning any additional facilities he acquires by lease, purchase, or otherwise, prior to utilization by him for performance of any service under this contract. The facility must be inspected and approved by the DOS prior to use.

When required, the Vendor must furnish Government Representatives with free and reasonable access to inspect facilities governing work performed for this VTOS. Adequate security must be provided by the Vendor for U.S. Government property temporarily stored at Vendors facility. Access to temporary storage facility must be controlled. Sonic detection systems area must be completely enclosed by a fence or inside an enclosed warehouse, exterior lighting, and police notification systems are required for this Tender of Service. The Vendor is directly responsible for property theft, loss, destruction or damage to any article in its custody or control as outlined by this VTOS.

B. Changes in Ownership/Lease

The Vendor shall furnish the DOS advance notification (60 days prior to the effective date) of any disposition or the change in ownership or terms of lease of any facilities utilized by him for performance of any service under this contract.

C. Structural and Cleanliness Requirement

Facilities used for the performance of services under this contract shall be approved by the DOS. Facilities shall be well constructed with watertight roofs, walls and floors, and shall be maintained in good condition. The building must be kept dry, clean, well ventilated, free of dampness (so to prevent the

occurrence of mildew or other dampness related fungi), free of moths, roaches, rats, mice and other vermin, and must be kept in an orderly condition at all times.

D. Sprinkler Requirements/Fire Content Rate

Each building used for storage under this contract shall have as the minimum standard for qualification either (1) an acceptable automatic fire detection and reporting system or (2) an acceptable automatic sprinkler system; and a fire contents rate (FCR) of not more than sixty cents ($0.60) per one hundred dollars ($100.00) per year based on eighty percent (80%) co-insured factors.

In addition, in the US each storage facility must be protected by an adequate water supply for fire fighting and a fire department which is responsive twenty-four hours (24 hrs) per day. Statements from the cognizant fire insurance rating organization shall be used as a basis for determining the sufficiency or adequacy of a fire fighting water supply and the responsiveness of a fire department to protect a facility.

E. Fire Prevention/Fire Control Plan Requirements

All installed fire protective systems must be accredited by the cognizant fire insurance rating organization for insurance rate credit. A definite fire prevention and control plan shall be posted and maintained in each building and the necessary fire extinguishers and/or approved type of fire fighting apparatus shall be available and in good working order at all times.

SECTION 4: VENDOR RESPONSIBILITY

Item 4-1 CONTROL OVER VENDOR SERVICES

The Vendor shall maintain control and responsibility for the tracing, expedition, and prompt completion of services, including work that is sub-contracted to other sources. When Government Representative Request's information regarding the services performed, the company shall provide such information within two (2) hours for the Baltimore/Washington Metropolitan shipments and within twenty-four (24) hours for vehicles originating from or destined to areas outside of the Baltimore/Washington Metropolitan Area.

The company shall provide the name, valid email address and telephone number of an operational point of contact who will be directly responsible for monitoring services performed and keeping the Government Representative apprised.

The Vendor must notify the Government Representative prior to leaving origin pick-up if vehicle is not available for the pick up in order to be paid for attempted pick up fees.

The Vendor is required to complete a copy of Vehicle Condition/Inspection with the origin representative signature when gaining possession of vehicle. The Vendor is required to provide the origin representative with a copy of the Vehicle Condition/Inspection Report and maintain a copy of said report on file for one (1) year.

The Vendor must annotate the total number of keys received on the Vehicle Condition/Inspection Report.

Item 4-2 USE OF AMERICAN FLAG VESSELS

Except as provided below, the Vendor will use ships of United States registry for the ocean portion of overseas transport and book transport for container or below deck stowage. When it is determined that the use of a vessel of United States registry will not provide the required service, the Vendor will request permission to use a foreign flag vessel prior to the start of movement. Authority will be granted only when US flag shipping is not available or the use of foreign flag shipping is necessary to meet delivery requirements, which the Vendor will certify in writing.

SECTION 5: ORDER FOR SERVICES

Item 5-1 EXPORT AND IMPORT

Services included in rate

1. Pick up the Vehicle from origin warehouse
2. Perform Vehicle Inspection at Origin Warehouse
3. Transportation of DOS Vehicle from Origin to destination on a warehouse to warehouse to and from Post basis.
4. All land, and water transportation
5. Export and import documentation services involving customs clearances.
6. Ferry, tunnel and bridge charges/tolls.
7. The first five (5) free days of storage in transit (SIT) at destination and all associated SIT charges are inclusive of the filed rates.
8. Monitoring of Temporary Import Bond (TIB) if applicable

If a vehicle is covered under a Temporary Import Bond (TIB) it is the Vendors responsibility to assure all requirements and regulations are met with the US customs port office that the TIB is filed through.

9. Filing documentation for vehicles covered under a TIB

Documentation to be provided by DoS for transportation of a Vehicle:
Government GBL / WO
Copy of the Certificate of Origin (original Certificate of Origin is mailed to final destination)

Item 5-2 RULES FOR ACCESORIALS REQUIRING APPROVAL.

A Vendor may not modify this VTOS by adding or removing services as described herein. Such modifications will render the Vendors offer void. The Government Representative must pre-approve any Accessorial charge (Minor mechanical repairs/storage per day etc).

The following require pre-approval for payment

Storage in excess of the 5 free days, waiting time and/or handling charges caused by failure of the origin GBLIO/RTO to furnish acceptable custom documents or by refusal of customs officials to clear shipment will be billed at charges provided in the VTOS. When such services are performed by a third party, billing will be at the actual cost charged to the Vendor, supported by paid third party invoices when reference applicable rate schedules and/or tariffs when charges are assessed in accordance with such publications. The charges quoted in this TOS will be all inclusive for services provided from warehouse to warehouse. Charges should be inclusive of up to five (5) free days of storage in transit (SIT) at destination. Additional

storage in transit (SIT), if applicable and approved by DOS, will be billed as a separate item under a separate work order.
Services requiring pre-approval for payment

- Storage in excess of five (5) days
- Any Government or public authority ordered charges for inspection, disinfestations, decontamination, fumigation or demurrage or other charges occasioned by such orders not the fault of the Vendor..
- Port Congestion Surcharges
- Fuel Removal – In the US, the Vendor may bill when fuel is drained by a certified yard mechanic that collects and stores fuel in IAW EPA requirements.

Fuel Additions
Official and Armored Vehicles/Export: Vendor will be permitted (on a case by case basis) to add a minimum amount of gas / Diesel to vehicle (driven) to ensure that gas tank contains no more than one quarter (1/4) tank of gas when delivered to destination location. Vendor must provide an original receipt to include vehicle identification number, Shipment number, and license tag number. Failure to provide requested information when billing will result in non-payment.

SECTION 6: CLAIMS AND RATE REQUIREMENTS

Item 6-1 CLAIMS FOR LOSS OR DAMAGE

Vendor holds full Liability for repair and/or replacement costs, with a maximum Vendor liability of not to exceed $150,000.00 per vehicle applicable to both shipments in transit and SIT. For Official Vehicles, Blue Book will be used to identify the fair market value. For Armored Vehicles, Blue Book will be used to identify the fair market value of the base vehicle. In addition, the Vendor will be responsible for the costs of re-armoring the vehicle, up to the maximum liability of $150,000.00

Item 6-2 RATE EFFECTIVE DATE

Rates will be effective November 1st of each year and will remain in effect through October 31st of the following year

Item 6-3 SUBMISSION OF RATES

Rates will be submitted in accordance with the Annual Request For Offers (RFO), which will be released by GSA in August of each year.

Item 6-4 UTILIZATION OF RATES TENDERED

Rates quoted under this Tender of Service will be received, acknowledged, and evaluated by GSA and included in TMSS. The DOS will use the rates at their discretion and when in the best interest of the Government. It is not necessary to quote rates to all destinations to receive consideration.

Item 6-5 ADJUSTMENT IN RATES

Vendors will have an opportunity to adjust their rates for May 1st of each year

SECTION 7: PERFORMANCE REQUIREMENTS

Item 7-1 UNSATISFACTORY PERFORMANCE

Major infractions or service failures on the part of the Vendor that may warrant a permanent non-use status by DOS including but are not limited to:

1. Stolen, Impounded, or Lost Vehicles
2. Damages to Vehicles
3. Failure to report inoperable vehicles in a timely manner
4. Failure to report delays
5. Failure to settle claims

Item 7-2 PERFORMANCE BOND

As part of the annual rate submission, each Vendor will be required to provide a performance bond, as identified in the applicable RFO in the amount of $75,000.00 and be executed by a surety appearing on the list contained in the Department of Treasury Circular 570, Surety Companies Acceptable on Federal Bonds.

Item 7-3 MECHANICAL OR TIRE FAILURE

The Vendor shall notify the Government Representative prior to performance of minor mechanical or tire failures, beyond the control of the Vendor. In case of an accident or major mechanical failure; the Vendor is to notify Government Representative immediately for instructions. Immediate notification must be followed by written notification outlining the incident; the written statement must be received within twenty-four (24) hours. UNDER NO CIRCUMSTANCES IS THE VEHICLE TO BE ABANDONED.

Item 7-4 STORAGE OF VEHICLES

The U.S. Government will not pay for the storage of any vehicles (beyond first five days of free storage) under the terms of this Tender of Service unless specifically authorized in writing. The first five free days of storage will begin on the day following the pick up date.

ALL VEHICLES MUST BE STORED IN A SECURE AREA TO INCLUDE PROVISIONS FOR SECURITY CAMERAS REGARDLESS OF STORAGE OR INTRANSIT STATUS.

Item 7-5 PAYMENT FOR SERVICES RENDERED

Billing charges for transportation and services under this Tender of Service will be billed in accordance with Item 8-2 Use of PowerTrack. Vendor shall not bill for services until such services are completed. Each shipment (GBL/WO) must be billed independently.

Item 7-6 NON-USE, DISQUALIFICATION OR SUSPENSION

The DOS and/or Government Representative may disqualify/suspend use of the otherwise qualified Vendors for failure to meet any of the terms included in the Tender of Service or when disqualification or suspension is deemed necessary by the DOS. A letter of terms of suspension will be sent by the DOS.

When a Vendor is suspended, the Government may at its option, require the Vendor to complete performance of services under the terms of this Tender of Service on any transportation services in process. Or the Government may take possession of the vehicle and complete the services itself or have the services completed by another company, whereupon the suspended Vendor shall reimburse the Government for all additional expenses incurred in completing the shipments. Notice of the Government's right to immediate possession of vehicles in the custody of a suspended Vendor or its agent must be expressed in all agreements between a Vendor performing services under this Tender of Service and its agents. Nothing in this Tender of Service shall be construed as creating or permitting the creation of a lien or other possessor right by the Vendor against the Government with respect to property which comes into the custody or possession of the Vendor or its agent under this Tender of Service.

SECTION 8: BILLING INSTRUCTIONS

Item 8-1 PAYMENT OF CHARGES

Billing charges for transportation and services under this Tender of Service will be billed in accordance with Item 8-2 Use of PowerTrack. The Vendor shall not bill for services until such services are completed and shipment is at destination. (see Item 1-5 Prompt Performance of Services). The Vendor shall process bills within thirty (30) days of completion of services. The Vendor must maintain copies of the following documents and provide them to the Rates Management staff as supporting documentation upon request:

1. Copy of GBL/WO
2. Vendor invoice including GBL/WO number, Vendors invoice number, VIN number of the vehicle, pick up point, delivery point, and total charges
3. Company's Vehicle Condition/Inspection Precondition report stating beginning and ending mileage and showing the number of keys received
4. Customs Stamped Dock Receipt
5. Each GBL/WO must be billed separately
6. Copies of receipts for services authorized
7. When applicable copy of the stamped bond upon import into the United States

This document should be countersigned by the warehouse that will receive the cargo for the fitting of the Armor and the government should have the signatures of the designated personnel that will relinquish the bond, while work is being done to cross reference the bond on their freight.

A. Prices quoted for all services required by this VTOS shall be in U.S. Currency and must be in accordance with the required rate structure.

B. Billing charges for transportation services under this VTOS will be billed in accordance with the instructions shown on the GBL/WO and are subject to the following Terms and Conditions:

- Payment of charges shall in no way be demanded nor shall Vendor make and collect charges at time of delivery.

C. A copy of the completed billing package shall also be provided to Rates Management. The Government shall have no obligation to pay a Vendor charges for services performed pursuant to this Tender of Service after three years have elapsed. The Vendor shall file no claim, demand suit, or action at law seeking to recover such charges after three (3) years (not including time of war) have elapsed following the date on which the services are completed. The Government shall not file any claim, demand suit or action at law (other than by mistake or inadvertence) at a time other than stated in this paragraph.

Item 8-2 USE OF POWER TRACK

The DOS is making improvements in their freight payment process. They have converted to PowerTrack, an on-line, electronic freight payment process. The PowerTrack process will reduce the complexity and paperwork associated with freight invoicing, reduce the number of rejected payments, and expedite our payment process. Transportation service providers participating under this tender will be required to willingly participate in the program and are subject to a 1% fee charged by U.S. Bank. Additional information and enrollment details will follow directly from U.S. Bank.

PowerTrack is a web-based freight payment and data collection system that is available 24 hours a day, 7 days a week. The system allows shippers and transportation service providers to communicate on-line in real time. The generation of freight invoices and mailing will no longer be required with the new freight payment process. The system matches the transportation service provider electronic invoices to the shipper record of shipment. PowerTrack allows any of the business partners, transportation service providers or shippers, to identify and resolve delivery, rating, or invoicing problems up front and on-line. Disputes should be resolved promptly as compared to the current process.

If you are not currently billing the DOS in PowerTrack: you must complete the PowerTrack Information Sheet (Attachment 11-F) and e-mail it to Ms. Colleen Coyne ASAP at coynecm@state.gov and she will see that the information is forwarded to PowerTrack. (This MUST be sent as an MS Excel spreadsheet attached to the e-mail). You are reminded that participation in PowerTrack is a requirement to participate in this tender.

Once PowerTrack has received your information, they will send you a contract to sign and return to them. The contract should be signed and returned to PowerTrack within 5 business days of receipt. Please also notify Colleen Coyne at coynecm@state.gov of the date that you sent the completed contract to PowerTrack. Once PowerTrack has received the signed contract, they will establish a “trading partner relationship” between you and DOS in PowerTrack. You will then receive an introductory package from PowerTrack and be contacted by someone from the customer relations department to discuss PowerTrack training and answer any questions you may have.

If you are currently billing the DOS in PowerTrack:, we will provide PowerTrack with your new rates.

We believe that PowerTrack offers many advantages to your company and to the DOS. We look forward to these process changes and improvements. All questions related to the PowerTrack process and the implementation requirements should be directed to Lee DeNoyer, Transportation Service Provider Sales

Manager for PowerTrack Sales. He can be reached at (815) 784-8421 or via e-mail at: lee.usbank@attglobal.net

Item 8-3 APPLICATION OF THE TERMS AND CONDITIONS OF THE GOVERNMENT BILL OF LADING (GBL):

The terms and conditions governing acceptance and use of Government Bills of Lading (GBL) as cited in CFR 101-41.302-3 apply to all shipments handled pursuant to this VTOS as follows:

A. In no case shall prepayment of charges be demanded by the Vendor nor is collection made from the consignee.
B. The GBL is subject to the same rules and conditions as government shipments made on the usual commercial forms unless otherwise specifically provided or stated herein.

C. The shipment made on the GBL shall take a rate no higher than that chargeable had the shipment been made on the uniform straight bill of lading, uniform express receipt, or any other form provided for commercial shipments.

D. The shipment is made at the restricted or limited valuation specified in the tariff or classification or established under the Federal Motor Carrier Safety Association (FMCSA), formerly section 10721 of the Interstate Commerce Act, or to another equivalent contract, arrangement, or exemption from regulation at or under which the lowest rate is available, unless otherwise indicated on the face of the GBL.
Receipt for the shipment is subject to the consignee's annotation of loss, damage, or shrinkage on the delivering Vendors documents and the consignee's copy of the same documents. When loss of damage is not discovered until after delivery of shipment and receipt the consignee shall promptly notify, preferably by telephone, the nearest office of the last delivery Vendor and extend to the Vendor the privilege of examining the shipment.

E. In case of loss, damage, or shrinkage in transit, the rules and conditions governing commercial shipments, as they relate to the period within which notice thereof shall be given the Vendor or to the period within which claim therefore shall be made or suit instituted, shall not apply. Deletion of this item will be considered valid only with the written concurrence of the Government official responsible for making the shipment.

F. Vendors rights to shipping charges are not affected by facts set out in the issuing office section of the GBL.

G. The nondiscrimination clauses contained in section 202 of Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex, or national origin, and the implementing rules and regulations prescribed by the Secretary of Labor are incorporated by reference in the GBL.

SECTION 9: PARTICIPATION

Item 9-1 GENERAL

Participation is open to any Freight Forwarder holding authority (certificates, licenses, or permits, as appropriate) from the U.S. Department of Transportation, Federal Maritime Commission, and/or State regulatory authority and approved by GSA.

Item 9-2 APPROVAL TO PARTICIPATE

The application package will be available via GSA by contacting Brian Kellhofer via e-mail at brian.kellhofer@gsa.gov Once approved by GSA, Vendors will have the ability to file rate offers via the annual Request for Offers.

June 17, 2009