Department of Defense

Bus Agreement

Number 5



Managed By

Defense Travel Management Office 4800 Mark Center Drive Suite 04J25-01 Alexandria, VA 22350-9000

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Part I – GENERAL PROVISIONS

1.1 Scope of Agreement

The Defense Travel Management Office (DTMO) is responsible for overall program management of the Department of Defense Bus Program. The program is governed by the Department of Defense Bus Agreement which establishes the terms, conditions, and safety standards for commercial motor carriers as defined in the Federal Motor Carrier Safety Regulations (FMCSR) to be met by the carrier when providing motorcoach, bus, van, or limousine transportation for Department of Defense (DoD) passengers and in the support of DoD for Federal agencies. The carrier shall comply with all Federal, Department of Transportation (DOT), Transportation Security Administration (TSA), Commercial Vehicle Safety Alliance (CVSA), and state regulations, directives, orders, rules, and standards which may affect safety.

This Agreement **does not** bind the Government to award movements to the carrier. The carrier signing this Agreement, hereinafter referred to as the "carrier," agrees that the terms and conditions set forth herein take precedence over the provisions of any carrier's documents that the Government employee may sign when awarding a movement.

This Agreement applies to DoD sponsored movement of passengers in official duty status, to include accompanied baggage and impedimenta between points within the continental United States (CONUS) and within non-foreign OCONUS, or as otherwise agreed by both parties.

This Agreement does not include taxi service.

1.2 Termination

This Agreement may be terminated by the Defense Travel Management Office, on behalf of the DoD, or by the carrier, with 30 days prior written notice. Such termination will not affect the rights or obligations, which have vested or accrued prior to the effective date of such termination. DTMO has the right to terminate immediately for cause.

1.3 Communication with the Defense Travel Management Office

For general information on the program, go to <u>http://www.defensetravel.dod.mil/site/bus.cfm.</u>

For inquiries or questions, contact the DTMO via email at dodhra.mc-alex.dtmo.mbx.military-bus-program@mail.mil.

Contact DTMO by telephone during normal duty hours; 8:00 a.m. to 5:00 p.m., Eastern Time, Monday through Friday.

- a) For general inquiries: 571-372-1300
- b) For emergencies and after normal duty hours: Call the Travel Assistance Center (TAC) at **1-888-Help1Go (1-888-435-7146)**
- c) The DTMO address is:

Defense Travel Management Office Attn: Travel Programs Branch, DoD Bus Program 4800 Mark Center Drive, Suite 04J25-01 Alexandria, VA 22350-9000

Part II – CARRIER QUALIFICATIONS

2.1 Carrier Application/Requirements

For approval to participate in this program, the carrier first must complete the Department of Defense Bus Program Application found on the DTMO website at: <u>https://www.defensetravel.dod.mil/dod_bus_program_application/</u>

In order for the application to be accepted, the carrier must meet all of following requirements:

- a) Federal Motor Carrier Safety Administration (FMCSA) New Entrant Safety Assurance Program. Carriers must have graduated from the FMCSA New Entrant Safety Assurance Program (Refer to Title 49 CFR, Part 385 and <u>https://ai.fmcsa.dot.gov/NewEntrant/home.aspx</u>). Carriers that existed before the New Entrant Safety Assurance Program are grandfathered.
- b) Federal Motor Carrier Safety Administration (FMCSA) Carrier Safety Rating. A carrier must have a Satisfactory Safety Rating from FMCSA. (See Part III, 10).
- c) Interstate Carrier. Carriers must have an "Active" and "Authorized For Passengers" interstate operating authority registration. (See Part III, 11).
- d) Standard Carrier Alpha Code (SCAC). Carrier must have a SCAC assigned by the National Motor Freight Traffic Association (NMFTA). (See Part III, 23).
- e) System for Award Management (SAM). Carrier must have completed registration in System of Award Management, at <u>https://www.sam.gov/SAM/</u> in order to be paid by the Government. Annual verification is required. (See DoD Bus Agreement (See Part III, 29).
- f) Group Operational Passenger System (GOPAX). Carrier or Agent Representative must register with GOPAX. GOPAX registration must be completed before becoming an approved DoD Bus carrier at https://www.ustranscom.mil/mov/gopax.cfm (See Part III, 28).
- g) Carrier Movement Reporting (CMR) Tool. Carrier shall submit a monthly data report in CMR Tool on all DoD movements performed during the prior month in the format as specified in <u>Appendix 4</u>. Prior to acceptance into the DoD Bus Program, carrier shall view <u>https://www.defensetravel.dod.mil/Docs/CMR_CSV_Template.csv</u> to ensure capability to submit data in an acceptable format to the DTMO.
- **h) Carrier's Contact Information**. List of carrier personnel to be contacted for transportation arrangements or questions. Carrier establishes an email address that does not change with personnel changes. (*See Part III, 2*).
- i) Inventory Equipment Listing. An inventory listing of equipment offered for transporting DoD personnel in <u>Appendix 5</u>. All equipment must be less than 20 years old. Please annotate any *handicap accessible equipment* in the inventory.
- j) Security and Emergency Plan. Carrier must have a written security and emergency plan (See Part III, 24).
- k) Signature Page. Sign DoD Bus Agreement signature page linked to the application form also on page 19.

Part III – CARRIER COMPLIANCE

3.1 Carrier Agent/Representatives.

When bidding on DoD movements, carriers may designate a person or agent to represent them; however, they remain responsible for the actions of its representative. (*See <u>Appendix 1</u>*, Agent/Representative). All representatives who access GOPAX must have their own External Certification Authority (ECA) certificate. Sharing of certificates is a security violation and the user and or the company will be removed from GOPAX program.

3.2 Communication.

Carrier must communicate with the driver in accordance with all Federal, state, and local laws. All drivers must be able to read and speak the English language sufficiently to converse with the general public, to understand highway traffic signs and signals, to respond to official inquiries, and to make entries on reports and records.

During the operation of awarded DoD business, it is imperative that all carriers be accessible. Telephone numbers are provided to obtain bids during normal business hours, as well as, emergency numbers for after-hours (night/weekends and or holidays) contact requirements. The carriers' 24-hour telephone Point of Contact information is to be included on each Rate and Service Proposal provided to the responsible Transportation Officer (TO). The responsible TO will provide a 24-hour telephone Point of Contact information in the Request for Service submitted.

Any change in the carrier's status must be communicated to the DTMO as soon as it changes.

3.3 Financial Responsibility.

Carriers are liable for payment of fuel, tolls and supplies, lodging, food, and other expenses incidental to transporting DoD groups under contract to carrier when included in the Rate and Service Proposal.

Carriers are responsible for submitting all associated expenses/invoices via Government Charter Coach Certificate (GCCC), to the Government within seven (7) business days for transportation services rendered. Carriers' must submit GCCC in provided format (*See* <u>Appendix 6</u>).

3.4 Emergency Response.

When directed by DTMO, the carrier will give priority to what is deemed an emergency for requested missions.

3.5 Overcharges.

The carrier will refund overcharges to the Government within ten (10) business days of notification. The Government reserves the right to deduct non-payment of overcharges from future payments due to the carrier, including interest and fess

3.6 Installation/Facilities. Access, Safety and Security Rules.

The carrier will comply with all requirements necessary to access Government facilities, which may require advanced coordination with the facility. In addition, while performing any transportation on Government installations, the carrier will conform to safety and security rules of the installation.

3.7 DTMO Facilitation of Driver/Vehicle Inspections.

DTMO will facilitate origin and/or destination Commercial Vehicle Safety Alliance (CVSA) Level II inspections by certified Federal and State Government personnel on military bases and other locations in support of transporting DoD personnel. Inspections will be conducted in accordance with the CVSA North American Standard Inspection criteria. DTMO reserves the right to facilitate Level I inspections if the necessary accommodations can be arranged.

3.8 Safety and Quality Assurance.

The carrier is obligated to comply with accepted Federal Motor Carrier Safety Regulations (FMCSR) standards for motor coach operation and maintenance practices.

3.9 Safety Data.

DTMO will utilize, in their discretionary manner, Federal Motor Carrier Safety Administration's (FMCSA) safety data (e.g. data from accident/incident reports, inspections, and investigations) to monitor the safety performance of all approved motor carriers used to transport DoD personnel.

3.10 FMCSA Motor Carrier Safety Rating.

Approved interstate carriers who obtain or currently hold a Safety Rating, and receive a less than satisfactory rating from FMCSA or any state regulating authority, will be placed in non-use status until their Safety Rating is upgraded to "Satisfactory."

3.11 FMCSA Operating Authority Registration Status.

Approved interstate carriers must have an "Active" FMCSA issued Operating Authority Registration for passengers to transport DoD personnel under this program. See Federal Motor Carrier Safety Regulations (FMCSR) <u>https://www.fmcsa.dot.gov/registration/types-operating-authority</u>

Carriers may be placed in a non-use status if they have a FMCSA Operating Status as:

- OUT-OF-SERVICE
- NOT AUTHORIZED
- INACTIVE USDOT NUMBER
- CONDITIONAL
- UNSATISFACTORY

Carriers are required to provide DTMO a written verification of upgraded operating status.

3.12 Annual Equipment Inspection.

In accordance with Federal Motor Carrier Safety Regulations (FMCSR), Part 396, carriers or a CVSA certified inspector must perform an annual inspection of all vehicles in the carrier's control. All parts and accessories must be in safe and reliable operating conditions at all times. This includes vehicles' brake system, hazard and warning signals, head lamps or lights, parking brake system, reflective material strip and tail lamps, turn signals and other accessories that may affect the safe operation of the vehicles. Carrier must annotate date of annual inspection on Carrier Equipment List (*See* <u>Appendix 5</u>). DTMO reserves the right to request documentation to validate annual inspections.

3.13 Accident Reporting.

DoD approved carriers will immediately notify the DTMO and TO of all reportable and non-reportable accidents/incidents that occur while transporting DoD personnel. The carrier will immediately contact the DTMO and TO telephonically (*See Part I, 3*) to advise of any accidents/incidents and provide follow-up written notification within 24-hours of accidents/incidents to include the following information:

- a) Date, time and place of accident
- b) Nature of accident
- c) Name of Driver
- d) Copy of accident report from the appropriate law enforcement agency (when available)
- e) Movement Route Number (MRN) or local control number
- f) Number of DoD personnel on board, by organization
- g) Number, and location of injured passengers, by organization

- h) Number, and disposition of passenger fatalities, by organization
- i) Last point of departure and point of intended destination
- j) Condition of baggage and impedimenta
- k) Arrangements to accommodate uninjured passengers pending onward travel
- I) Name of Transportation Coordinator who arranged move

Failure to report any accidents/incidents to the DTMO and TO are grounds for immediate non-use actions.

NOTE: The names and extent of passenger injury or death <u>will be withheld from the public</u>, pending notification of the next of kin by DoD or Military Agency. DoD will release injury or death information not the carrier. Carriers' can make employee announcements at the carrier's discretion.

3.14 Hazardous Material.

When hazardous materials are determined by the TO to be mission essential and must accompany the movement of passengers, the carrier will comply with Federal guidelines on the proper movement of hazardous materials. Refer to the FMSCA website at https://www.fmcsa.dot.gov/regulations/hazardous-materials/how-comply-federal-hazardous-materials-regulations. For more specific information concerning the transport of hazardous materials on motor vehicles carrying passengers for hire, refer to CFR Title 49, Subtitle B, Chapter I, Subchapter C, Part 177, Subpart E, "Regulations Applying To Hazardous Material On Motor Vehicles Carrying Passengers For Hire" located here at https://www.ecfr.gov/cgi-bin/text-idx?SID=951412707e551cbb2cbd27d05afedd8f&mc=true&node https://www.ecfr.gov/cgi-bin/text-idx?SID=951412707e551cbb2cbd27d05afedd8f&mc=true&node https://www.ecfr.gov/cgi-bin/text-idx?SID=951412707e551cbb2cbd27d05afedd8f&mc=true&node https://www.ecfr.gov/cgi-bin/text-idx?SID=951412707e551cbb2cbd27d05afedd8f&mc=true&node

3.15 Government-Owned Weapons.

The TO is responsible for ensuring that travelers, commanders, and/or designated agents are briefed on all laws and regulations of the United States, local municipalities, U.S. territories, and foreign countries regarding the possession, carrying, and shipping of weapons and ammunition. The TO must coordinate with the carrier, station managers, and/or charter representatives on requirements and security.

The following conditions apply to small arms, ammunition, and hazardous materials:

- a) Cartridges for weapons under 11 net explosive weight (NEW) pounds may be carried within a passenger's checked baggage, provided it is in the manufactures' original package or securely boxed and stowed in the bus cargo section and is inaccessible to passengers. Weapons stowed in the baggage compartment must be assembled, unloaded. Containerized crew service weapons (M-60, 50 Cal, etc.) must be transported in a baggage compartment and securely locked.
- b) Commercial buses under exclusive-use for military personnel can carry shoulder fired and side arm weapons aboard passenger compartment of bus conducted for the military forces of the United States if firearms are unloaded and all bolts locked in the open position. The weapons safety switch must be in a safe position. For Service weapons, an inserted flag safety stick may be used to lock the bolt in proper position and allow visual inspection. For shipment, cartridge for weapons shall be packed in accordance with 49 CFR 173 and may be transported as Other Regulated Material-Domestic (ORM-D). These items will be limited to:
 - Ammunition for rifle, pistol or shotgun;
 - Ammunition with inert projectiles or blank ammunition;
 - Ammunition having no tear gas, incendiary, or detonating explosive projectiles;
 - Ammunition not exceeding 12.7mm (50 caliber or 0.5 inch) for rifle or pistol, cartridges or 8 gauge for shotgun shells.

- c) Packing cartridges for small arms as ORM-D material in CONUS must be as follows:
 - Ammunition must be packed in inside boxes, snugly partitioned in the outside packing, or in metal clip;
 - Primers must be protected from accidental initiation;
 - Inside boxes, partitions or metal clips must be packed in securely-closed strong outside packing;
 - 22 caliber rim-fire cartridges may be packed loose in strong outside packing;
 - Maximum gross weight is limited to 30kg (66 pounds) per package.
- d) Hazardous Materials requiring vehicles to be placarded IAW Title 49 CFR or Class 1, Division 1.1, 1.2, 1.3 and 1.4 except 1.4S are prohibited from being transported by buses.

3.16 Sleeper Berths.

Sleeper berths on equipment used for DoD movements must comply with provisions outlined in Federal Motor Carrier Safety Regulations (FMCSR) §393.76.

If sleeper berths are not used on movements where more than one driver is required to complete the trip, such additional drivers will be pre-positioned at driver change points in sufficient time to allow adequate rest for all drivers.

3.17 Driver Qualifications.

Commercial Motor Vehicle (CMV) and Non-CMV drivers, in addition to meeting the Federal Motor Carrier Safety Regulations' (FMCSR) requirements, must be legal residents of the United States CMV drivers must hold a current Commercial Driver's License (CDL) or be properly qualified and licensed to operate the type of equipment owned by the carrier.

3.18 Driver Hours of Service.

Carriers must comply with Federal Motor Carrier Safety Regulations (FMCSR) (<u>https://www.fmcsa.dot.gov/regulations/hours-service/summary-hours-service-regulations</u>).

3.19 Driver Standards of Service.

Drivers should be professional in appearance and demeanor. Drivers may not use abusive language or aggressive behavior toward passengers. Drivers may not solicit any passenger for funds, personal belongings or gifts for any cause whatsoever. Any such actions may result in immediate termination of the carrier's participation per this Agreement.

3.20 Carrier Employee Accommodation.

With prior permission from TO and/or DTMO, Deadhead drivers, Mechanics or other carrier personnel may be allowed to ride when additional seats (over and above the number guaranteed in the carrier's Rate and Service Proposal) are available.

3.21 Carrier Name/Ownership Change.

The carrier is required to notify the DTMO as soon as possible, but no more than 7 business days of carrier name or ownership change. Carriers failing to notify the DTMO may be placed in non-use status or terminated from participation in this Agreement.

3.22 Equipment Inventory.

The carrier will provide an inventory listing of equipment to be used in transporting DoD personnel as shown in <u>Appendix 5</u> of this Agreement. The carrier is responsible for updating this list by October 1st of each subsequent year. Any additions or deletions to the Carrier Equipment Inventory must be submitted to the DTMO on a monthly basis. The carrier's equipment for DoD use must not be older than 20 years.

a) Approved motor carriers are required to identify vehicles designated for DoD transportation with the legal name of the operating company, city and state of principle place of business, and DOT number on the outside of the vehicle in clearly legible print.

- b) Only equipment listed on the Equipment Inventory list with the DTMO may be used for transporting DoD personnel (*See <u>Appendix 5</u>*).
- c) DTMO prohibits approved motor carriers from offering a bid to provide service that is greater than their current DTMO inventory on file. The DTMO prohibits the practice of brokering to other approved/non-approved carriers (*See Appendix 1*, definition of Broker). However, when a carrier has entered into a lease agreement for equipment of 30 days or more, and provides a copy of the lease agreement to DTMO, it can bid to provide service capability exceeding their current Equipment Inventory on file with DTMO. Equipment leased for 30 days or more must be equal to or greater than equipment requirements for the additional service opportunity.

3.23 Standard Carrier Alpha Code (SCAC).

The carrier will obtain a SCAC from the National Motor Freight Traffic Association, Inc. (NMFTA) as part of the approval process and this SCAC must be renewed annually to remain compliant. To obtain a SCAC, contact the NMFTA at www.nmfta.org. There is an annual fee associated with obtaining a SCAC.

3.24 Security and Emergency Plan.

Carrier must have an effective written security and emergency plan to include a vulnerability assessment (either permanent or as necessary in response to threat information) and provide procedures to mitigate the consequences of a security incident. Comprehensive security plans address known vulnerability and mitigation strategies.

Carrier must comply with all Federal, state and local security regulations. Carrier will comply with Security Plan procedures in effect at DoD facilities. Drivers must carry and show appropriate carrier identification of employment.

3.25 Data Reporting.

A monthly data report of all contracted activity for DoD movements, as defined in Carrier Movement Reporting (CMR) Tool <u>Appendix 4</u>, must be submitted electronically by the carrier to the DTMO no later than fifteen (15) calendar days after the last day of the previous month. DTMO will notify carrier of any reporting deficiencies and the carrier will have fifteen (15) calendar days to provide any feedback/corrective action on identified deficiencies within the reports. Information received from the carrier will not be released or published outside the Government without prior carrier written consent. DTMO reserves the right to remove any carrier from the program that does not submit data as required by this Agreement.

3.26 Non-use Suspensions or Disqualifications.

The Government maintains the right to review carrier practices and policies with regard to Government passenger movements. The DTMO may place carriers in non-use status, suspension, or disqualify carriers from participating in this Agreement when such practices and policies are not in the best interests of the Government. Noncompliance with this Agreement by the carrier or a trend of dissatisfactory service is not in the best interest of the Government. Non-use action may be taken immediately after receipt of information indicating that the carrier failed to meet the requirements necessary to be an approved participant in this Agreement.

3.27 Compliance of Americans with Disabilities Act.

Carriers must be compliant with the Americans with Disabilities Act.

3.28 Mandatory Use of Group Operational Passenger System (GOPAX).

GOPAX registration must be completed before becoming an approved DoD Bus carrier. GOPAX is managed by United States Transportation Command (USTRANSCOM). USTRANSCOM will allow the carrier access to receive Requests for Service and submit Rate and Service Proposals for DoD movements once they receive notice from DTMO. To register for GOPAX, carriers must obtain an External Certification Authority (ECA); there is an annual fee to obtain certifications. For more information on how to register for GOPAX, go to https://www.ustranscom.mil/mov/gopax.cfm.

Access to and system training for GOPAX is at https://www.ustranscom.mil/mov/gopax.cfm. DTMO will assist with pmatters related to program requirements. For matters related to GOPAX, the carrier must contact USTRANSCOM Help Desk for assistance at 618-509-6937, e-mail https://www.ustranscom.mil/mov/gopax.cfm.

3.29 System for Award Management (SAM).

The System for Award Management (SAM) is an official website of the U.S. Government. Carriers must register through SAM to do business with the U.S. Government in order to be paid. Annual verification is required. For more information about registration, go to <u>https://www.sam.gov/SAM/</u>

PART IV- PROCEDURES FOR GROUP MOVEMENTS

4.1 Applicability.

Bus movements will be arranged by a TO through GOPAX. Service offered may be on charter or scheduled service. **Offering service with the intent of brokering or subcontracting to another carrier is prohibited.** Carriers must own or lease all equipment proposed for group movements prior to bidding and must provide liability insurance on all buses, vans, or limousines to the limits specified in the Federal Motor Carrier Safety Regulations (FMCSR), Part 387. The Defense Transportation Regulation, Part 1, Passenger Movement, establishes bus routing authority in Chapter 104. Carrier bids will be evaluated to determine which carrier offers the best value service. In addition to cost, best value factors influencing carrier selection include, but are not limited to, the following:

- a) The presence of sufficient equipment to perform the move.
- b) The overall condition of the equipment (with an emphasis on safety).
- c) The carrier's history of providing timely and responsible service.
- d) The conduct and performance of operating personnel.

4.2 Moves Arranged by Transportation Office (TO).

- a) Request for Service. The TO will submit a Request for Service to the carrier or the carrier's representative for each group of passengers through GOPAX. DTMO will assist with scheduled service that cannot be arranged through GOPAX and with program related issues. All GOPAX system issues will be handled by USTRANSCOM (See Part III, 28). The Request for Service will contain the origin and destination of the group, the number of passengers in the group, the Branch of Service, the estimated number of pieces and weight of baggage, dimensions, number and weight of pieces of impedimenta, the time the group is available for travel, the required arrival time, the deadline for submission of offers of service, and any other information pertinent to the transportation requirement. This information and related data is sensitive and will be treated accordingly, even if the carrier chooses not to bid on a particular movement. Information related to movements will not be shared, sold, or posted online, e.g. social media, without the written approval of an authorized DoD representative.
- b) Rate and Service Proposals. A Rate and Service Proposal is the carrier's response to the TO's Request for Service and must be submitted through GOPAX (See <u>Appendix 1</u>, Rate and Service Proposal). Rate and Service Proposals must be accurate, complete, and received by the TO prior to the date/time deadline established by the Request for Service. Proposal will name the carrier that offers to perform the service, capacity for each bus, origin, intermediate stops, total charges for the movement and all provisions and/or restrictions applicable to the offer of service. All transportation schedules will be quoted in local times on the day of movement. Once the Rate and Service Proposal has been submitted, the carrier guarantees the necessary

equipment to satisfy the movement requirement will be available. Revisions to Rate and Service Proposals will be accepted by the TO up to the date/time deadline. The TO will accept written revisions via fax or email. It is the carrier's responsibility to confirm receipt of the revision prior to the deadline. Revision to the total charge will not be accepted after deadline. If the carrier defaults from providing service under the awarded Rate and Service Proposal, provisions of <u>Part IV, 22</u> apply. If GOPAX is out of service, the TO must be solicit a minimum of three carriers (if available) and the carrier offering the best value service must be selected. Once GOPAX is operational, the TO will insert the movement in GOPAX.

- c) Carrier Award. The TO will select the carrier or carriers whose offers or combination of offers provides the best value (see 4.1 for complete list), which includes highest level of service at the best overall cost, to satisfy the movement requirements. Only commercial carriers who have demonstrated the ability to provide safe and reliable transportation through the DoD Bus Program approval process, will be permitted to transport DoD personnel. Carriers are not required to be represented by an agent to receive solicitations or awards. Dependent upon the initiator, the TO will advise the carrier or the carrier's representative of the award(s). Communication of awards between carriers and agents is the responsibility of the carrier and the agent based upon their arrangement. The carrier and the TO will coordinate appropriate movement arrangements.
- d) **Carrier Post Award.** The carrier will enter the actual number of passengers that were transported in GOPAX to close out the move within 5 days of movement completion. The carrier must protect sensitive DoD information and related data concerning movements as previously stated.

4.3 Pre-performance Meeting.

When a pre-performance meeting is required by the TO, carrier representative must attend via teleconference or in person.

4.4 Carrier Representation.

Carriers will provide a 24-hour emergency contact number to the TO that arranged the movement.

4.5 Route/GPS Map.

Each driver may be requested to present a route map/GPS itinerary to the TO or group leader, and demonstrate familiarity with the trip plan to include routing, exact location of rest and meal stops, and sanitary dump locations.

4.6 Rest Stops/Meal Stops.

Rest stop locations will be determined by the carrier unless the TO designates otherwise. Meal stops indicated in the movement schedule should be prearranged by the carrier. Bus movement solicitations may require carriers to include meal cost in their bids. When more than one carrier is meeting movement requirements, carriers must coordinate rest stop and meal stop locations among themselves to avoid overloading any one location.

4.7 Equipment Inspection.

Prior to departure from the origin point, the group leader, TO, or Commercial Vehicle Safety Alliance (CVSA) certified inspector may conduct a service/safety inspection of the pre-positioned equipment.

4.8 Pre-positioning Equipment.

The carrier will position equipment at the point of origin one hour, or as coordinated with the TO, in advance of the scheduled departure time to permit loading and on time departure. The TO may coordinate pre-positioning with the carrier to allow for vehicle inspections. Any changes to originally agreed upon times must be reported to the TO.

4.9 Passengers.

The carrier will assume liability for passengers at load time/boarding time as shown on the Rate and Service Proposal or as agreed between the TO and carrier. The carrier's liability will terminate when passengers, baggage, and impedimenta are off-loaded at the destination.

4.10 Rejection of Equipment/Failure of On-site Inspections.

Either the TO or Commercial Vehicle Safety Alliance (CVSA) inspector is authorized to reject any equipment when the equipment or driver does not meet Federal Motor Carrier Safety Administration (FMCSA) requirements, the specific requirements requested, or the Standards of Service in <u>Appendix 2</u>.

The group leader will use DTMO Bus Movement Standards of Service and Inspection Checklist (DTMO-BUS-01), See <u>Appendix 3</u>. Any inspection performed by a DOT or state official will follow CVSA requirements.

For all movements with rejected equipment or failure of an on-site inspection, while the equipment is positioned, the carrier will notify the group leader and TO who will determine whether:

- a) The carrier will correct the existing deficiencies,
- b) Replacement equipment/driver should be obtained from an approved DoD carrier (*See Part IV, 21*, Substitute Service),
- c) Adjustment in the deadline for arrival is feasible,
- d) The offered equipment will be accepted, or
- e) Alternate transportation by another mode must be arranged to satisfy the requirement. The DoD will not be liable for any additional deadhead mileage or other charges as a result of positioning replacement equipment.

The TO may request assistance from the DTMO if necessary.

4.11 Meals and Lodging.

When requested by the TO, the carrier will arrange for meal stops at restaurants approved by the applicable local or state health department and must be of good quantity, quality, and variety. The requesting TO will inform the carrier of the maximum value for meals to be purchased in restaurants. Current rates are located on the DTMO website at http://www.defensetravel.dod.mil/site/mealTickets.cfm

Meals may be paid by the following means:

- By carrier (included in Rate and Service Proposal)
- Meal check (recruit travel), or DD Form 652, Uniformed Services Meal Ticket(s)
- Government Travel Charge Card (GTCC)

Note: In the rare instance where a traveler does not have a meal check/ticket, GTCC, or cash a personal credit card may be used.

When the carrier causes changes to the schedule and prior meal arrangements cannot be met, the carrier is responsible for any added charges imposed by a vendor. When arrangements made by the carrier are not used because of changes directed by the TO and the carrier is required to reimburse a vendor, the carrier is authorized to bill the appropriate DoD agency for reimbursement. Carrier will furnish receipts or substantive evidence to support the costs claimed.

4.12 Cancellation Charges.

When a charter or scheduled service is cancelled by the TO after equipment and/or driver has been positioned or while enroute to the origin pickup position, the Government will be financially liable for only the actual operating costs incurred by the carrier due to the cancellation.

- a) Actual operating costs may include deadhead mileage, hotel and meal costs, tolls, holding charge, or directly related miscellaneous charges. Carrier will furnish the TO with substantive evidence i.e., appropriate receipts to support all costs paid by the carrier. All deadhead mileage rates must be less than the live mileage rate associated with the actual movement requirement and be of a reasonable market rate.
- b) Cancellation charges must be submitted in writing on the Rate and Service Proposal prior to award by the TO (includes quotes, bids, offers, or any written documentation of an offer for service). Carrier's bids that include cancellation penalties may only claim those penalties. Carrier may not add cancellation penalties at or after time of award.

4.13 Expense Incurred from Government Changes.

When the carrier incurs additional expenses as a direct result of the Government's request to modify the original stated movement requirement, or the passengers fail to meet the scheduled departure, the Government will be liable for additional direct costs such as, but not limited to, deadhead mileage, hotel costs, meal costs, tolls, holding charge, or directly related miscellaneous charges. Carrier will furnish TO with substantive evidence to support the costs claimed.

4.14 Non-compliance with Movement Requirements.

When carrier fails to comply with the requirements outlined in an awarded move, the Government can negotiate a cost reduction based on the impact of the service failure as determined by the Government. In cases of non-performance of agreed upon movement requirements, Government may request reimbursement of affiliated costs (e.g. missed training opportunities, flights, connections, etc.

4.15 Baggage and Impedimenta.

Carrier will transport at least the amount of baggage and impedimenta specified in the Rate and Service Proposal, not to exceed manufacturer's safety guidelines. Carrier personnel will supervise and assist in the loading and unloading of baggage and impedimenta by personnel. All baggage and impedimenta will normally be transported in the baggage compartment. Baggage compartments must have operable locks and latches, and doors must be able to be secured. Carrier is responsible for ensuring that baggage/impedimenta and baggage compartment doors are properly secured. With advanced coordination, carrier will provide locks to secure the bus and/or baggage compartment.

4.16 Dangerous, Frangible or Unsuitable Baggage.

If carrier has a reasonable belief that the weight, size, or character of baggage and impedimenta, including hazardous material, make it unsuitable for transport inside the bus, the carrier may refuse to carry the baggage and/or impedimenta prior to departure unless materials are identified properly within the Request for Service. The carrier may be required to substantiate their reasonable belief for further DoD review if baggage and/or impedimenta are refused.

4.17 Liability.

- a) In instances where it is determined that damage to baggage and/or impedimenta is the fault of the carrier, carrier will be liable to the owner of the damaged property. The carrier will have 30 days to respond to any notice of damage.
- b) In instances in which the carrier believes that damage to the equipment has been caused by Government personnel or their actions, carrier must notify the TO of the nature of the damage and potential repair costs in writing. The TO will review the claim and respond within 30 days of receipt.
- c) In instances involving personal injury or damage to baggage or impedimenta, carrier must provide procedures for filing insurance claims with their insurance provider.

4.18 Government Services.

Government services (e.g. on-base fueling, staging, accommodations, etc.) furnished to the carrier at any military installation will be in accordance with the applicable military/agency directives. Such services may be charged to the carrier.

4.19 Delays.

When a delay of one hour or more occurs at any point of the movement for any reason, the carrier will:

- a) Immediately inform and advise the TO of the delay and actions being taken to correct the situation.
- b) Arrange passengers' meals and necessary transportation to and from meal sites during normal meal hours.
- c) Arrange for overnight lodging and necessary transportation to and from such lodging, when delays occur between midnight and 6 a.m.
- d) If the delay is determined to be chargeable against the carrier, carrier will be responsible for any other additional costs such as, but not limited to, the cost of meals, lodging, transportation to and from meal and lodging locations, aircraft and supplemental bus waiting time charges, cancellation or rescheduling charges associated with the delay, and any other charges imposed on the Government. If the delay is uncontrollable, the Government will reimburse the carrier for any expenses incurred providing the above services.

4.20 Delay Reports.

A written report will be submitted by the carrier on all movements delayed one hour or more from the scheduled departure/arrival time contained in the Rate and Service Proposal. The report will be submitted within 24-hours of the delay, or on the first working day following the delay. Reports must be electronically submitted to the TO.

The delay report will contain the following information:

- a) Delay at origin or enroute point provide actual departure time and place
- b) Delay at destination: provide actual arrival time and place
- c) Reason for the delay
- d) Corrective actions taken
- e) Other pertinent information necessary to fully explain the circumstances of the delay
- f) Movement Route Order (MRO) or Movement Route Number (MRN)
- g) Any costs associated with the delay above the original Rate and Service Proposal

4.21 Substitute Service.

- a) Requirement for Substitute Service. When the carrier is unable to perform in accordance with the scheduled departure time at any location, for any reason other than a delay out of their control, the carrier will provide substitute transportation at its own expense for continued transportation to the destination. Substitute service will ONLY be from the carrier's own resources or from another Bus carrier holding an approved current agreement with the DTMO.
- b) Procedures for Substitute Service. The carrier has two hours from the start of the delay to arrange satisfactory substitute service including repair/restart of the original bus. If the carrier cannot demonstrate that satisfactory substitute service will be provided, the TO may cancel the original movement and re-procure. If the carrier has demonstrated a satisfactory plan for substitute service by the two-hour mark, TO may allow the carrier an additional two hours to actually transport required equipment to the site of the delay. If the TO

determines the carrier is making good faith efforts to overcome a delay but conditions beyond the control of the carrier, including geographic distances, are preventing or delaying substitute service arrangements, the TO may, at their sole option, extend the above time limits. Authorization for the substitute service may be obtained from the traveling unit unless there is a cost increase which must be validated by the requesting TO.

c) Costs of Substitute Service.

- When substitution of a bus is made for the convenience of the carrier and the bus is larger than proposed, the rate will not exceed that specified in the Rate and Service Proposal accepted by the Government.
- When the cost of service acquired or substituted by the carrier is less than the amount the Government agreed to pay for the carrier's service, the Government will pay only the lower costs.
- If the Government must cancel and re-procure as a result of non-performance by the original carrier, the original carrier is liable for the difference between what the Government would have paid originally and the cost of the substitute service. Failure to pay will subject the carrier to non-use status consideration. Upon request, the Government will furnish evidence that it made reasonable and prudent efforts to secure the lowest possible proposal available for such substitute service.
- When a movement is canceled because the carrier cannot perform satisfactorily, the Government will not pay any cancellation or positioning charges.
- d) **Equipment Upgrades**. When the equipment furnished has greater capacity, contains additional facilities, or is of a higher classification than that agreed to for the assigned move, charges will be based on rates applicable to the equipment initially agreed upon.
- e) **Notification**. When a movement has been arranged and it becomes necessary to use a substitute carrier or bus, the facts related to the substitution will be reported immediately to the TO in writing.

4.22 Complaints.

The carrier must promptly investigates and takes corrective action on any reported irregularities related to service, driver behavior/hygiene, safety, condition of equipment, and settlement of accounts, and report the result to the TO.

4.23 Payment.

Acceptable forms of payment include:

бтсс	Government Travel Charge Card					
WAWF	Wide Area Workflow; any payment for Federal Acquisition Regulation (FAR) based contract					
СНЕСК	Payment by Government issued check; including e-checks					
GTR	Government Transportation Request (GTR) Optional Form (OF) 1169					

Government Travel Charge Card (GTCC). Carrier has the duty to accept GTCCs. Carrier must submit a detailed GCCC for each movement to the TO within seven (7) business days of transportation services being rendered for charges incurred. Carrier must receive authorization from the TO prior to charging the agreed dollar amount to the charge card. Carrier must charge the charge card within seven (7) business days after receiving the authorization. Any payment disputes that cannot be resolved by the TO must be submitted in writing to the DTMO for resolution. In accordance with the Financial Management Regulation Vol. 10 all payments for services will only be rendered at completion of the movement regardless of carrier policies. No credit card information will be kept on file.

- Wide Area Workflow (WAWF). A WAWF is a paperless contracting DoD-wide application designed to eliminate paper receipts and simplify the acceptance process of the DoD contracting lifecycle. The goal is to enable authorized Defense contractors and DoD personnel the ability to create GCCCs, receive reports, and access contract related documents. Vendor benefits include the capability to electronically submit GCCCs, reduce the chance of lost or misplaced documents, and allow online access to contract payment records. When the carrier is awarded a FAR-based contract that requires use of WAWF for invoicing and payment processing, they should register at https://wawf.eb.mil. Once registered in WAWF, the carrier should sign into the system and follow the payment processes and procedures. If the carrier has questions about the WAWF stipulations, visit the DFAS website at https://www.dfas.mil/ or contact DFAS via e-mail at CCOesolutions-WAWF@dfas.mil or phone 800-756-4571.
- Check. Government issued checks/e-checks may be used as a form of payment to the carrier.
- Government Transportation Request (GTR). Carrier will also accept the Government Transportation Request (GTR)
 Optional Form (OF) 1169. GTRs may be used when no other method of payment is available or feasible for travel related expenses.

Late Payment. In accordance with the Prompt Payment Act, government bills are to be paid within 30 days after proper receipt of a GCCC When payments are not made timely interest may be applied to GCCC.

4.24 Leasing Equipment for DoD Transportation Requirements.

Carriers offering service in accordance with this Agreement are prohibited from using any equipment that is not listed on its Equipment Inventory Listing (*See* <u>Appendix 5</u>) previously provided to DTMO prior to the move. In such a case, the carrier must have a written contract of lease if the equipment is not on the Equipment Inventory Listing and is not the registered operator. Such written contract of lease shall be for a specified period of 30 or more days. The contract of lease shall provide that the equipment identified in the contract or lease shall be operated by, and be under the complete control of, the lessee. For purposes of this Agreement, as well as, regulatory purposes including insurance, rates and charges, vehicle identification, motor vehicle fuel, and road taxes, such equipment shall be considered the property of the lessee. Any leased equipment must abide by the Federal Motor Carrier Safety Regulations (FMCSR).

4.25 Briefing of Passengers.

- a) Each carrier must brief the group leader (if available) regarding route to be followed, stops enroute, and other service items.
- b) During movement, the group leader must be briefed concerning irregular events that occur and all reasons for delays or other interruptions to movement.
- c) Each carrier must provide a safety briefing to the entire group prior to departure.

4.26 Carrier's Rights.

In situations where variations from original Rate and Service Proposal are requested by the TO or the DTMO, carrier has right to refuse additional personnel, baggage or impedimenta that would cause equipment to violate Federal laws or manufacturers' safety guidelines. In these situations, carrier will provide any cost adjustments prior to the execution of the changes.

SIGNATURE PAGE

Signature Page

(Registered Name of Carrier, including DBA Name of Carrier)

The undersigned, an authorized officer of the above named company (referred to as the Carrier), agrees to the terms and conditions of DoD Bus Agreement #5 as the basis for the transportation of passengers in scheduled and charter bus, van or limousine service for the Department of Defense.

The Agreement is made with the understanding that the Department of Defense is under no obligation to assign any work traffic to the Carrier. It will be effective on the date signed by the Defense Travel Management Office and will remain in effect until terminated in writing by either party. The Carrier signing this Agreement agrees that the terms and conditions set forth herein take precedence over the provisions of any Carrier language outlined in for commercial practices. This Agreement supersedes all prior Department of Defense/Military Bus Agreements between the Department of Defense and the Carrier.

	Signing affirms signee's authority to enter into this Agreement, e.g. /s/ John Doe Electronic Signatures in Global and National Commerce Act for more information.
lsl	Date
(Signature)	
The following must be completed if the Carrier named above will be re behalf of the above named Carrier.	presented by an Agent. The named Agent will be authorized to act on
will b	e represented by
(Agent Company's Name)	(Name of Agent)
This Agreement is entered into by the Defense Travel Ma Defense.	nagement Office, for and on behalf of the Department of
DEFENSE TRAVEL MANAGEMENT OFFICE ACKNOWLEDGM	IENT AND ACCEPTANCE
(Signature)	
William R. Mansell, Jr. Director, Defense Travel Management Office	
Date Approved	

APPENDIX 1 - DEFINITIONS

Accident. When a DoD approved bus/van/limo carrier is involved in any incident, accident, or collision.

Agent/Representative. An individual or company (other than a bus company) designated by the carrier and acting on behalf of the carrier with regard to Department of Defense (DoD) activities. <u>Agents may not act as brokers</u>. The representative/agent must be listed on the Agreement Signature Sheet with the agent name listed. Any changes to representation must be forwarded to the DTMO 30 days in advance to indicate a change of existing representation. Carriers may re-assign representation by re-signing the Agreement Signature Sheet to include the new agent's name, address, and contact information.

Annual Award. Award of any movement requirement with a duration of performance that encompasses at least 12 consecutive months.

Bid. See Rate and Service Proposal.

Broker. A person, company, or carrier acting as a middleman for one or more other carriers without being designated as the specific carrier's Government agent.

Bus/Van/Limousine Carriers. Carriers authorized to operate commercial motor vehicles by the Federal Motor Carrier Safety Administration (FMCSA) to transport more than 8 passengers (including the driver(s)). Carriers must comply with all provisions of Federal Motor Carrier Safety Regulations (FMCSR). Carriers must have interstate operating authority and obtain a United States Department of Transportation (USDOT) number from FMCSA.

Carrier Equipment. Bus, van, or limousine owned or leased by an approved DoD carrier under the terms of this Agreement, which is directly under the control of the carrier's management. All equipment must be listed on the carrier's inventory list provided to the Defense Travel Management Office (DTMO).

Carrier Movement Reporting (CMR) Tool. A database designed to collect data reports from approved bus carriers.

Carriers Offers of Service. See Rate and Service Proposal.

Carrier Safety Rating. The Federal Motor Carrier Safety Administration (FMCSA) measures the carriers, in place and functioning, safety management controls to meet the safety fitness standard prescribed in §385.5.

Commercial Vehicle Safety Alliance (CVSA). Nonprofit association comprised of local, state, provincial, territorial and federal commercial motor vehicle safety officials and industry representatives with a goal of achieving uniformity, compatibility and reciprocity of commercial motor vehicle inspections and enforcement by certified inspectors dedicated to driver and vehicle safety.

The five levels of CVSA inspections are:

- Level I North American Standard Inspection
- Level II Walk-Around Driver/Vehicle Inspection
- Level III Driver/Credential/Administrative Inspection
- Level IV Special Inspections
- Level V Vehicle-Only Inspection

Completed. The point at which DoD personnel have been dropped off and the requirements outlined in the Rate and Service Proposal have been finalized. (*See <u>Appendix 4</u>* for reporting requirements).

Continental United States (CONUS). The 48 contiguous states and the District of Columbia.

Contracting Officer (CO/KO). The Government official responsible for arranging written agreements/contracts under the Federal Acquisition Regulation (FAR) and Defense Federal Acquisition Regulation Supplement which is entered into by one or more carriers to provide specific services at specified rates, charges and conditions for the transportation of DoD personnel.

Controllable/Uncontrollable Delay. A delay shall be deemed to have occurred at the origin or enroute station if the approved carrier equipment departs more than one hour after the scheduled departure time. The scheduled departure time shall be as established upon the DTMO or TO acceptance of the carrier's offer, or as amended by telephone and/or message. The failure of a carrier to perform will be deemed a controllable delay if the reason for the delay is due to carrier negligence or a matter under the control of the carrier, such as, but not limited to, mechanical malfunction or acts of the driver. The failure of a carrier to perform will be determined an uncontrollable delay if the delay is from causes beyond the control and without fault or negligence of the carrier, such as, but not limited to, weather or road closures. The carrier will not be held liable for any acts of the Government, such as, but not limited to, late passengers or late connecting transportation to the point of pickup.

Enroute Stops. Scheduled stops made by the carrier between the origin location and the final destination.

Federal Motor Carriers Safety Administration (FMCSA). Federal agency under the Department of Transportation (DOT) with primary responsibility of ensuring safety in motor carrier operations through enforcement of safety regulations; targeting high-risk carriers; improving safety information systems; strengthening commercial motor vehicle equipment and operating standards; and increasing safety awareness.

Federal Motor Carriers Safety Regulations (FMCSR). Set of rules established by the Federal Motor Carriers Safety Administration (FMCSA) under the Department of Transportation (DOT) governing the safe operation of commercial motor vehicles as located in the Code of Federal Regulations (CFR) 49, Parts 300 - 399.

File Processing Report (FPR). Response from Defense Travel Management Office on data submissions from carriers that provides statistical data such as number of records in the file, delivery date, number of validation errors, etc.

Group Leader. An Officer, non-commissioned Officer (NCO) or other person traveling with the group designated as the point of contact for the unit. Group leaders are not authorized to make changes to any of the movement specifications established by the Defense Travel Management Office or the Transportation Officer (TO) arranging the move.

Group Operational Passenger System (GOPAX). GOPAX is a web-based procurement system that allows DoD-approved carriers to provide an Offer of Service on full-charter transportation of DoD personnel traveling in groups. Use of GOPAX is <u>mandatory</u> for all carriers participating in the Department of Defense Bus Program.

Impedimenta. All equipment owned and controlled by a unit and carried on the Unit Property Books (of Organization and Equipment), and moving simultaneously or in conjunction with troops. Military impedimenta consists of material such as weapons, ammunition, training aids, and other consumables normally in the possession of the unit. Some impedimenta may include hazardous materials and frangible items.

Interstate Carrier. Transportation involving the crossing of, or the intent to, cross a state or country boundary. To be considered an interstate carrier, either the vehicle, its passengers, or cargo must cross a state or country boundary, or there must be the intent to cross a state or country boundary. If operations include interstate transportation, a carrier must comply with applicable FMCSR in addition to state and local requirements.

Intrastate Carrier. Carriers that participate in the transportation of persons or property wholly within one state. **These** carriers are not allowed in the DoD Bus Program in accordance with the terms of this Agreement.

Lease. A contract by which the carrier uses equipment, other than owned equipment, for periods of 30 or more days for specified compensation. Leasing is allowed as long as it provides that the bus(es), van(s) or limousines identified in the lease is operated by, and under the complete control of the lessee and for purposes of this Agreement, as well as regulatory purposes includes insurance, rates, vehicle identification and fuel and road taxes.

Linehaul Bus. Bus transportation arranged from origin to final destination not in conjunction with a commercial air or rail movement.

Movement Route Number (MRN). An alpha numeric identifier assigned to bus movements by the GOPAX for an awarded movement.

Military Services/Agencies. The Department of the Army, Department of the Navy, Department of the Air Force, United States Marine Corps, National Guard Bureau, Offices and Agencies of the Department of Defense, and the Coast Guard. The agreement also covers Federal agencies in support of the Department of Defense.

Movement Requirement. A request for transportation services.

Movement Request Order (MRO). A four digit number generated by the carrier once a movement has been awarded within GOPAX.

National Motor Freight Traffic Association, Inc. (NMFTA). The National Motor Freight Traffic Association is a nonprofit membership organization comprised of motor carriers and transportation companies operating in interstate, intrastate and foreign commerce. NMFTA assigns the Standard Carrier Alpha Code (SCAC).

New Entrant Safety Assurance Program. An 18-month Federal Motor Carrier Safety Administration program for new motor coach companies.

Net Explosive Weight (NEW). The actual weight in pounds of explosive mixtures or compounds.

Non-Foreign OCONUS. The states of Alaska and Hawaii, the Commonwealths of Puerto Rico and the Northern Mariana Islands, Guam, and U.S. territories and possessions.

Other Regulated Materials-Domestic (ORM-D). A material that presents a limited hazard during transport due to its form, quantity and packaging. It must be a material for which exceptions are provided in 49 CFR 172.101, Subpart B, (C), (f).

Operating Status. FMCSA designated standing for a carrier that determines whether a carrier can operate. **Quote.** *See* Rate and Service Proposal.

Rate and Service Proposal. The carrier's offer to accommodate the movement of DoD personnel on their bus(es), van(s), or limousines to include: price, number and type of equipment, dates of travel, locations of service, deadhead mileage, driver change over points, any additional fees (i.e. cancellation fees, holding charges, driver overtime fees, etc.), and any other information requested by the TO. Quotes, bids, and offers of service are considered a Rate and Service Proposal and should include the above information.

Reportable/Non-Reportable Accident. Reportable accidents are accidents that resulted in the commercial vehicle being towed away. Non-reportable accidents are accidents that did not result in a tow.

Request for Service. Requirements outline by DoD in GOPAX for carrier to submit Rate and Service Proposal which contains the origin and destination of the group, the number of passengers in the group, the branch of Service, the estimated number of pieces and weight of baggage, dimensions, number and weight of pieces of impedimenta, the time the group is available for travel, the required arrival time, the deadline for submission of offers of service, and any other information pertinent to the transportation requirement.

Safety Fitness Rating. Also known as a "Safety Rating." A motor-coach carrier receives a safety rating when the safety investigator conducts an on-site review of the carrier's compliance with the Federal Motor Carrier Safety Regulations and the Hazardous Materials Regulations. The investigator reviews records, evaluates roadside vehicle inspection data, and accident/incident data to determine whether a motor carrier meets the Safety Fitness standard.

Standard Carrier Alpha Code (SCAC). Carrier's Standard Carrier Alpha Code (SCAC) is a unique two to four letter code used to identify transportation companies assigned by the National Motor Freight Traffic Association (NMFTA), (*See* Part III, 23).

Supplemental Bus. Bus transportation arranged in conjunction with a commercial air movement, military air movement, or rail service.

Transportation Officer (TO). Person(s) designated or appointed to perform traffic management functions. The official at an activity that is designated or appointed as Installation Transportation Officer, Traffic Manager, Traffic Management Officer, Passenger Transportation Officer, Personal Property Transportation Officer, Unit Movement Coordinator, or Department of State General Service Officers.

Types of Service. Includes:

- **Regular Scheduled Service**. Service from any point to any point within CONUS as shown in the schedules of the carrier. Charges for regular scheduled service are on a per person basis.
- **Charter Coach Service.** Non-scheduled service between pick-up and discharge points in accordance with the carrier's operating authority. Charter service provides for the exclusive use of the coach. Charges can be based on live (with passengers) and deadhead (without passengers) mileage rates or total trip charges.

Wide Area Workflow (WAWF). A web-based application that allows DoD vendors to electronically submit and track invoices, receipts and acceptance documents for Federal Acquisition Regulation (FAR) based contracts.

APPENDIX 2 - CONTRACT & CHARTER BUS TRANSPORTATION STANDARDS OF SERVICE

All approved DoD carriers will include the following to accommodate passenger comfort needs:

- a) **Seat Specifications**. All DoD personnel specified in the Rate and Service Proposal will receive an individual seat. Passengers' seats will be of such design as to afford optimum comfort during movement. Clean headrest covers are supplied for each seat, when applicable.
- b) **Aisles.** Aisles will allow unobstructed passage to lavatory, doorways, and seats in accordance to any applicable state or federal laws.
- c) **Temperature Control.** The interior temperature of the coach must be controlled to ensure passenger comfort at all times regardless of seasonal weather conditions. As a result and for the comfort of passengers, buses must be equipped with functioning air conditioning and heating units.
- d) **Cleanliness and Serviceability of Equipment.** Prior to departure of equipment from garage point, it must be serviced so as to be in proper operating condition. The interior and exterior must be thoroughly cleaned.

The cleanliness and orderliness of a van, bus or limo may be valid indicators of the overall maintenance level of the equipment and may have a direct effect on the security and confidence of passengers. Therefore, the carrier's failure to keep equipment clean, orderly, and in a good state of repair may be deemed a failure to comply with generally accepted standards of maintenance. Failures that go beyond mere cosmetic or housekeeping deficiencies may relate in some manner to lost confidence in the safety of the equipment.

- e) **Right of Refusal.** Unit commander or designated person in charge may refuse to accept buses that are unclean, have an offensive odor, or do not meet passenger comfort levels.
- f) Lighting. Buses must be equipped with lighting to serve the needs of passengers.
- g) Non-smoking. All equipment operated for DoD movement requirements must be non-smoking.
- h) **Restrooms/Lavatory.** Restrooms/lavatory must be clean, sanitary, and functional. Restrooms must be supplied with toilet tissue, soap, paper towels, and fresh water, or out-of-service towelettes in lieu of soap and water, during the entire journey. Carriers who have extra holding tanks may use them in lieu of additional rest stops when coordinated with the TO. All carriers must service rest rooms twice on each trip of 15 hours or more, to avoid passenger discomfort. Rest room service stops should be coordinated to coincide with meal breaks.
- Out of Service Condition. When the carrier provides equipment or drivers that are in an out of service condition as defined by the North American Standard Out-of-Service Criteria, adopted by the Commercial Vehicle Safety Alliance, or fails to comply with applicable Federal and state laws. DTMO may immediately place the carrier in DoD Bus Program non-use status.
- j) **Overhead storage.** Overhead rack space provided for coats, hats, and parcels.

APPENDIX 3 – DTMO BUS MOVEMENT STANDARDS OF SERVICE & INSPECTION CHECKLIST

SECTION I MOVEMENT INFORMATION

Date: *	MM/DD/YYYY 🗰	Group Leader Name (Last, First, MI): *	
Total passengers moved: *		Group Leader Rank/Grade: *	
Name of carrier: *		Group Leader Phone: *	
MRN Number:*		Unit/Command Name (Last, First, MI): *	
MRO Number:		Unit/Command Phone: *	
Name of Origin Location: *		Unit/Command Address: *	
POC Phone: *			
Destination POC Phone: *			

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SECTION II DRIVER DOCUMENTS/INFORMATION *

	res	110
1. Driver's License	0	0
2. Medical Certificate	0	0
3. Vehicle Inspection Report	0	0
4. Drivers record of duty status (log)	0	0
5. Driver has communication capability	0	0
6. Drivers name clearly identified on ID/Badge/Shirt Logo	0	0

SECTION III CARRIER RESPONSIBILITIES *

	Yes	No
1. Bus arrived on-time	0	0
2. Sufficient seating and baggage space	0	0
3. Carrier personnel neat, courteous, and helpful	0	0
4. Carrier provided safety briefing before departure	0	0
5. Carrier briefs Group Leader concerning stops and driver		
exchange points (if needed)	0	0

SECTION IV VEHICLE INSPECTION CRITERIA*

	Yes	No		Yes	No
1. Oil leaks	0	0	12. Adequate lighting (taillights, turn signals, stop lights, and emergency flashers)	0	0
2. Low air warning device	0	0	13. Emergency windows and doors operational and properly marked	0	0
3. Interior clean	0	0	14. Lavatory clean and functional (paper products supplied, door/toilet working)	0	0
4. Parking brake	0	0	15. Overhead rack space provided for coats, hats, and parcels	0	0
5. Air loss rate (air leaks)	0	0	16. Windows work properly and completely close	0	0
6. Emergency warning devices	0	0	17. Lighting adequate to individual passenger service needs	0	0
7. Seats property secured to flooring	0	0	18. Fire extinguisher (property secured)	0	0
8. Temperature control	0	0	19. Tire inspections (wheels/rims)	0	0
9. Equipped with first aid kit	0	0	20. Company name and DOT # clearly identified on bus	0	0
10. Cracked windshield	0	0	21. Clean headrest covers supplied for each seat (when applicable)	0	0
11. Windshield wipers	0	0	22. Exterior appearance (damage/vandalism)	0	0

COMMENTS

Name (Last, First, MI) below to show agreement to the inspection criteria and entered information.*

Group Leader/POC Bus Driver	Signature Signature
DTMO-BUS-01	Nov 2019

APPENDIX 4 – CARRIER MOVEMENT REPORTING (CMR) TOOL

General File Preparations and Submission Instructions

Carrier data reporting and file transfers occur through DTMO's Secure Communications Portal (SCP) which is housed in DTMO's Passport system. For access to the SCP, designated carrier representatives need prior approval by DTMO to access the tool and must establish a Passport account.

- 1. Send an email to dodhra.mc-alex.dtmo.mbx.military-bus-program@mail.mil with the names and email addresses of each person authorized to view, upload, and download files on behalf of the carrier.
- Each designated carrier representative must establish a Passport account. To establish an account, go to
 <u>https://www.defensetravel.dod.mil/Passport</u> and select the 'Register' button. Follow the instructions provided.
- 3. Please refer to the User Guide at https://www.defensetravel.dod.mil/Docs/CMR_Users_Guide.pdf

The carrier shall:

- Submit a monthly report of all contracted activity for DoD movements electronically to the DTMO no later than 15 calendar days after the last day of the month.
- If a trip spans more than one month, report the trip on the month it was completed.
- Provide a No Movement Report if no movements were completed during a month the carrier participated in the DoD Bus Program. A No Sales Report will consist of a single record in which the MOVEMENT ORIGIN CITY/MILITARY INSTALLATION field is populated with the word "NONE." All other fields shall be left blank.
- Define the reporting period as the 1st calendar day of the month through the last calendar day of the month. Refer to the User Guide for file format at <u>https://www.defensetravel.dod.mil/Docs/CMR_Users_Guide.pdf</u>

Carrier Movement Reporting (CMR) Tool Comma-Separated Values (CSV) Data Dictionary

The Carrier Movement Reporting (CMR) Tool Comma-Separated Vales (CSV) Data Dictionary is located at https://www.defensetravel.dod.mil/Docs/CMR_CSV Data Dictionary.pdf

Column	Field Name	Format/Size	Field Descriptions
А	Carrier DOT Number	Text (20)	The ID is unique to each Bus carrier.
В	Invoice Number	Text (25)	Enter the invoice number under which this invoice was billed to the Government.
			The invoice number must be unique for each row. If there are multiple moves in one invoice, a hyphen "-" and numeric indicator must be added to the invoice number. Ex: BUF1119S-1, BUF1119S-2, etc.
С	Equipment Origin City	Text (50)	Enter the city from which the equipment originated (i.e. where the equipment is housed, maintained or was serviced last prior to movement).
D	Equipment Origin State	Text (2)	Enter the standard two letter postal abbreviation of the state from which the equipment originated (i.e. where the equipment is housed, maintained or was serviced last prior to movement).
E	Departure Date	DATE (10)	Enter the date the trip actually commenced, in MM/DD/YYYY format. October 4, 2016 would be displayed as 10/04/2016.
F	Movement Origin City	Text (100)	Enter the origin city or military installation where the movement was picked up.
G	Movement Origin State	Text (2)	Enter the standard two letter postal abbreviation of the origin state for the city or military installation identified.
н	One Way Trip	Text (1)	Was the trip one way? Select Yes or No.
1	Number of Enroute Stops	Numeric (3,0)	If the movement had multiple enroute stops where passengers embarked and/or disembarked, enter number of enroute stops for the entire movement.
J	Final Destination City	Text (100)	Enter the final destination city of the movement.
к	Final Destination State	Text (2)	Enter the standard two letter postal abbreviation for the final destination state of the movement.
L	Total Passengers	Numeric (6,0)	Enter the total number of passengers for the movement.

Column	Field Name	Format/Size	Field Descriptions
М	DoD Component	Text (1)	Enter the requesting service's code from the table below. The DTMO reserves the right to add additional codes in the future should it be deemed necessary. Code Description:
			A - Department of the Army C - Coast Guard F - Department of the Air Force J - Joint Staff/Command N- Department of the Navy M - United States Marine Corps X - Other DoD Components
N	Vehicle Size(s)	Text (100)	List the seating capacity for each size of vehicle(s) used for the movement. If multiple vehicles with different seating capacities were used for a single movement, use the value separator (pipe delimiter) between each vehicle size/capacity. Example 25 35 55
			Example: A movement is completed on three buses; one bus has a 25 seat capacity, the next 35 and the final 55. This SIZE OF VEHICLE would be recorded as 25 35 55.
			(Note: Pipe delimiter character is located above the back slash (\) on your keyboard just above the Enter key)
0	Total Vehicles	Text (100)	Enter the total number of each size vehicle(s) used to support the movement being reported. If multiple vehicles with different seating capacities were used for a single movement, use the value separator (pipe delimiter) between the quantities of each vehicle. Example 1 1 2
			Example: TOTAL VEHICLES would be recorded as 1 1 1. If two 55 passenger buses were used, it would be 1 1 2.
			(Note: Pipe delimiter character is located above the back slash (\) on your keyboard just above the Enter key)

Column	Field Name	Format/Size	Field Descriptions
Ρ	Cost Per Vehicle	Text (100)	Enter the actual cost per individual size of vehicle. Do not include fees. If multiple vehicles with different seating capacities were used for a single movement, use the value separator (pipe delimiter) between the costs of each vehicle. Example: 350.00 500.00 1200.00
			(Note: Pipe delimiter character is located above the back slash (\) on your keyboard just above the Enter key)
			Enter dollar amount in 0000.00 format, do not use dollar signs or commas. When reporting a zero dollar and cent value, a single 0 is acceptable.
			Correct: 1000.00 Correct: 0 Incorrect 1,000
Q	Cancellation Fee	Numeric (12,2)	If a cancellation fee was charged, enter the cancellation fee amount. Enter dollar amount in 0000.00 format, do not use dollar signs or commas. When reporting a zero dollar and cent
			value, a single 0 is acceptable. Correct: 1000.00 Correct: 0 Incorrect 1,000
R	Cancellation Reason	Text (1)	If a cancellation fee was charged, select the code that corresponds to the cancellation type.
			Code Description: 0 - N/A 1 - Cancellation in advance of trip 2 - Contractor not advised of cancellation, buses were dispatched 3 - Reduced number of buses; movement took place, but used fewer buses than were contracted
S	Other Fee	Numeric (12,2)	Enter the total amount of any fees, other than cancellation fees, charged on a movement. Enter dollar amount in 0000.00 format, do not use dollar
			signs or commas. When reporting a zero dollar and cent value, a single 0 is acceptable. Correct: 1000.00 Correct: 0 Incorrect 1,000

Column	Field Name	Format/Size	Field Descriptions					
Т	Other Fee Reason	Text (7)	Enter the code(s) that corresponds to the reason(s). Code Description:					
			A - Airport access fees T - Tolls P - Parking H - Holding charges M - Meals O - Other N - No other fees charged					
U	Other Fee Explanation	Text (100)	Enter a brief description of other fees charged otherwise enter NONE. Use up to 250 characters, do not use commas.					
V	Total Movement Cost	Numeric (12,2)	Enter the total actual cost of the completed movement. If the movement is under an annual or multi-month award, enter the actual cost for all movements completed in the reporting month. If there are multiple records for the same movement, enter the total cost in the last record for the movement. Enter zeros for all other records in the invoice.					
			This amount should equal the sum of the TOTAL COST - PER VEHICLE SIZE.					
			Enter dollar amount in 0000.00 format, do not use dollar signs or commas. When reporting a zero dollar and cent value, a single 0 is acceptable.					
			Correct: 1000.00 Correct: 0 Incorrect 1,000					
W	Original Bid Cost	Numeric (12,2)	Enter the original cost of the accepted bid for this movement. If movement is an annual or multi-month award, enter the cost for all movements completed in the reporting month. If multiple records for same invoice, enter original bid cost in the last record for the invoice. Enter zeros for all other records in the invoice.					
			Enter dollar amount in 0000.00 format, do not use dollar signs or commas. When reporting a zero dollar and cent value, a single 0 is acceptable.					
			Enter dollar amount in 0000.00 format, do not use dollar signs or commas. When reporting a zero dollar and cent value, a single 0 is acceptable.					
			Correct: 1000.00 Correct: 0 Incorrect 1,000					

Column	Field Name	Format/Size	Field Descriptions
X	Movement Miles	Numeric (9,0)	Enter the mileage between the origin and destination for the entire movement. If movement is an annual or multi- month award, enter the number of miles for movements completed in the reporting month. DO NOT include deadhead miles to or from equipment's storage location.
			Round to nearest mile, enter in 0000 format. Do not use decimals or commas.
Y	Deadhead Miles	Numeric (9,0)	Enter the number of miles a single bus is moved from equipment origin to initial departure point plus the number of miles a single bus is moved from final destination back to equipment origin.
			Round to nearest mile, enter in 0000 format. Do not use decimals or commas.
Z	Payment Method	Text (6)	 Enter the method of payment from the list. Code Description: GTCC Payment by Government Travel Charge Card WAWF Wide Area Work Flow; any payment for Federal Acquisition Regulation (FAR) based contract CHECK Payment by Government issued check; including e-checks BILLED Payment Pending (GCCC has been submitted to the Government, payment has not yet been received) GTR Government Transportation Request (SF 1169)
AA	Accident Occurred	Text (1)	Enter Yes or No to whether there was an accident during the movement that resulted in an injury, fatality, or substantial property damage.

APPENDIX 5 – EQUIPMENT INVENTORY LISTING

Carriers will submit list of inventory on below form in typed format (no handwritten submissions). The Equipment Inventory list is located at https://www.defensetravel.dod.mil/Docs/Carrier_Equipment_List.xls. Please annotate any handicap accessible equipment you have in your inventory. Equipment may not be older than 20 years.

1000 M									
	DTMO Military Bus Agreement								
	Motor Carrier List of Equipment								
and a second sec									
Legal Name of Operating			Equipment		Handicapped		Vehicle Identification	CVSA Certified	
Company	City	State	Туре	Make/Model/Year	Handicapped Accessible?	DOT Number	Number	Inspection Date	

APPENDIX 6 – GOVERNMENT CHARTER COACH CERTIFICATE (GCCC)

INSTRUCTIONS FOR USING THE GOVERNMENT CHARTER COACH CERTIFICATE

Date Prepared: Self Explanatory

Company: Name of carrier

Telephone: Include area code

Representative At: Location where arrangements to furnish equipment will be completed

Person in Charge of Group: DoD Group Leader

For: Exact name of military unit

Number Passengers Requested: As agreed with the Government

Number/Capacity for Buses Requested: For example: 1/43, 2/45 as agreed with the Government

Number/Capacity for Buses Used: To be completed by driver indicating the number of buses actually used, for example: 1/39, 1/43, 1/45

Going Loading Point: Exact pickup address

Exceptional Service Requested: Services agreed on with the Government (public address system, locks, etc.)

Report time: Time bus is ordered to be at loading point (Specify EST, CST, CDT, etc.)

Leave date: Date bus is to leave loading point

Live Miles Route: Projected mileage to complete charter

Deadhead Miles Route: Projected mileage to position and deposition the bus (es)

Return Loading Point: Exact pickup address

Exceptional Service Requested: Agreed on with Government

Report Time: Time bus is ordered to be at loading point for return trip (specify CST, CDT, etc.)

Return Date: Self Explanatory

Movement Data:

Itinerary	Self Explanatory
Date	Self Explanatory
Time	Self Explanatory

Cost Data:

- **1. Live Miles:** Number of miles multiplied by cost per mile
- 2. Deadhead Miles: Number of miles multiplied by cost per mile
- 3. Time Charges: Days or hours multiplied by carrier's cost
- **4. Subtotal:** Sum of 1, 2, and 3 above
- 5. Bridge and Tunnel Tolls: (Provide receipts)
- **6. Highway Tolls:** (Provide receipts)
- 7. Other: Explain (Provide receipts)
- **8. Subtotal:** Sum of 4, 5, 6, and 7 above
- **9. Less Allowance When Applicable ____% of Line 4:** Discounted mileage, or result of multiplying line 4 by any quoted discounts
- 10. Total Charge: Sum of 8 and 9 above

Reason for Furnishing Larger Equipment: Payment subject to terms of Department of Defense Bus Agreement

Unusual Circumstances or Charges: Payment subject to terms of Department of Defense Bus Agreement

Routing No.: Provided by the Government

Transportation Request Nos.: From Government Transportation Request (GTR)

The certificate will include places for the Transportation Officer and the carrier representative to sign and date.

GOVERNMENT CHARTER COACH CERTIFICATE

ATE PREPARED:												
COMPANY:				TO REPRESENTATIVE AT:								
PERSON IN CHAI	RGE OF GROUP:			PHONE:								
FOR (INSERT IDE	ENTITY OF GOVER	NMENT C	ROUP):								
NUMBER OF PASSENGERS	ER OF REQUESTED ACTUAL BUSES REQU											
FROM:						R.T.						
	GOING LOADING POINT AND EXCEPTIONAL SERVICES REQUESTED							REPORT TIME LEAVE DATE				
LIVE MILES ROU	TE				DEADHEAD MILES ROUTE							
RETURN LOADIN SERVICES REQU	NG POINT AND EXC ESTED	CEPTION				REPOR	Г ТІМЕ	RETURN DA	ATE			
ITINERARY		DA	TE	TIME	1. LIVE	MILES						
						@\$	PE	R MILE =	\$			
					2. DEADHEAD MILES @ \$ PER MILE = \$							
					3. TIME	CHARGES						
						4. SUBTOTAL \$						
					-							
						6. HIGHWAY TOLLS			\$			
					7. OTHE	7. OTHER (EXPLAIN)						
									\$			
						8. SUBTOTAL						
				9. LESS ALLOWANCE WHEN APPLICABLE% OF LINE 4 = \$								
					10. TOTA			=	\$			
(1) Reason for furn	ishing larger equipme	ant than neg	PARCATN	to handle num	per of people	involved	if that is do	ne: (?) Any unu	sual ci	reumstances		
	ay affect billing for se		cossur y		for or people	involved i		ne, (2) miy unu	suur en	leumstanees		
ROUTING NUMB	ER		Т	RANSPORTA	ΓΙΟΝ REQU	JEST NOS						
	d agreed that the per						subject to	all tariff provisi	ions an	nd such othe		
•	ay be agreed upon not						ante - A	ts the service ac	ter a 11.	n aufar 1		
	nowledge and belief charter described ab					ficate prop oment used		is the service ac	ally	perjormed		
	was in a position to o							GOVERNMENT	ORGA	NIZATION		
						MILITARY INSTALLATION OR GOVERNMENT ORGANIZATION ADDRESS						
For the	CARRIE	K			ADDRES	ວວ 						
CarrierSignature					CITYSTATEZIP							
					DATE:							
Print or type n	ame											
							BY					
							(TRANSPORTATION OFFICER OR AGENT, RANK OR TITLE)					