

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER 0011876439		PAGE 1 OF 164	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER W911SD23R0018	
6. SOLICITATION ISSUE DATE 13-Jan-2023		7. FOR SOLICITATION INFORMATION CALL:		a. NAME TARA M. D'AMICO		b. TELEPHONE NUMBER (No Collect Calls) 845-938-5102	
8. OFFER DUE DATE/LOCAL TIME 11:00 AM 14 Feb 2023		9. ISSUED BY MICC - WEST POINT 681 HARDEE PLACE WEST POINT NY 10996-1514 TEL: FAX:		CODE W911SD		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR: <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> EDWOSB NAICS: 488991 <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A) SIZE STANDARD: \$30,000,000	
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATING	
						14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input checked="" type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. DELIVER TO SEE SCHEDULE		CODE		16. ADMINISTERED BY		CODE	
17a. CONTRACTOR/OFFEROR TELEPHONE NO.		CODE		FACILITY CODE		18a. PAYMENT WILL BE MADE BY CODE	
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE						
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Gov't. Use Only)	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 2 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.				<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) TEL: EMAIL:		31c. DATE SIGNED	

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)				PAGE 2 OF 164			
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE						
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____							
32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE				32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE					32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
					32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
33. SHIP NUMBER		34. VOUCHER NUMBER		35. AMOUNT VERIFIED CORRECT FOR		36. PAYMENT	
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL						<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	
38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER		40. PAID BY			
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER				42a. RECEIVED BY <i>(Print)</i>			
				41c. DATE		42c. DATE REC'D <i>(YY/MM/DD)</i>	

PERFORMANCE WORK STATEMENT

PERFORMANCE WORK STATEMENT

**PERFORMANCE WORK STATEMENT FOR PACKING, CONTAINERIZATION AND LOCAL
DRAYAGE OF DIRECT PROCUREMENT METHOD (DPM) PERSONAL PROPERTY SHIPMENTS**

PART I -DESCRIPTION OF SERVICES

A. SCOPE OF WORK: The contractor shall furnish all personnel, equipment, facilities, supplies, services and materials, except as specified herein as Government-furnished, for the preparation of personal property of Department of Defense (DOD) personnel for shipment and/or storage and related services through the DPM. Work to be performed will be those services in the Schedules awarded to the contractor as outlined in individual Contract Line Item Number (CLIN) items. The area of responsibility includes seven counties in NY: Orange, Westchester, Rockland, Putnam, Dutchess, Ulster, Sullivan and one county in Connecticut: Fairfield. Tasks by type of move are reflected in Table G-1; Task/Type of Move Matrix, showing which tasks normally apply to each type of move. Specific requirements for each task are described below. If specific instructions or requirements are not provided, commercial standards of services and best business practices are acceptable.

**DESCRIPTION OF OUTBOUND, AREA 1 ORANGE COUNTY, SCHEDULE IV – PACKING, CRATING
AND MOVEMENT OF PERSONAL PROPERTY**

A.1. This schedule may be made use up to three times per year. While graduations are normally in May/June, August and December, the Government may use these services up to any three times.

A.1.2. In support of the Graduating Cadets the Government will order supplies - Cartons and Packing Tape - from the contractor. These supplies will be ordered by the Government in the early part of the year and will be delivered by the Contractor on the Cadet Carton Issue Day, approximate 3 weeks prior to Graduation, TBD by the USMA academic schedule. The contractor will be required to be on site on the Carton Issue Day no later than 6:00 AM and will be required to have the trucks in the designated area until 4:00 PM. The Transportation Staff will issue the Supplies from the Contractor's vehicles. Any additional supplies not used during the Cadet Carton Issue will be transported to a designated area on West Point by the Contractor.

A.1.3. MAIN GRADUATING CADETS: The contractor shall have the ability to pick up cadet shipments for the main graduating class from the central post area on two specific dates (to be determined no later than 30th April, by the Government) of USMA's graduation week, to be determined by USMA's academic schedule. While normally during the May/June timeframe, Government can use any one time during a year. Contractors shall have trailers in place by 6:00 AM EST and remain until approximately 5:00 PM EST each day. Replacement trailers shall be staged at West Point and readily available to ensure continuous work process once the first trailer is filled. The contractor shall supply a smaller truck with sufficient personnel available, and special packaging to assist the cadets with items like skis, bikes, artwork, etc., requiring extra packing and disassembling. This service shall be provided to any cadet seeking assistance. Onsite services required are packing, inventorying, and loading. Offsite services required are shipment containerization and storage of 30 days or longer. All Government Bill of Lading (GBL) for these shipments will be processed after pickup. Once the GBL's are received by the contractor, the unaccompanied baggage shipment shall leave the contractor's warehouse within three business days. In the past, graduates have chosen to forego this service and there is no guaranteed weight/usage. Historically, the total estimated weight of the shipments for this two-day period is 60,000 pounds.

A.1.4. The Government will use Area 1, Schedule 1 for up to the additional smaller graduations, if required. While normally in August and December, the Government may use the two additional services at any times. The contractor shall be notified 14 days prior to the pickup date for confirmation. In the past, graduates have chosen not to use this service. The Government may cancel the service if not to be utilized. The estimated weight of the shipments for this period is 3,000 pounds.

A.2. All Outbound (Schedule I) requirements, terms and conditions are applicable to Schedule IV.

1. PREMOVE SURVEY: The contractor shall determine the nature of personal property offered for shipment either by physical inspection or telephone survey with the member/employee. The survey will be conducted at a time and date mutually agreed upon between the contractor and the member/employee. Any pack/pickup date changes will be coordinated with the ordering officer.
2. WEIGHING
 - a. The gross, tare, and net weight of all shipments will be determined through the use of scales properly certified by a state inspector of weights and measures in accordance with the regulations of the state or district having legal jurisdiction over the scales. Personnel designated to operate the scales will be licensed or otherwise qualified as weigh masters if required by the state, commonwealth, or district. When a metric scale is utilized, the contractor shall use one (1) kilogram per 2.2 pounds for conversion.
 - b. The contractor shall submit weight tickets, reflecting gross, tare, and net weight, in duplicate, properly certified in accordance with federal, state, and commonwealth or district regulations to the ordering officer with documentation (Contract Data Requirements List (CDRL) 0002).
 - c. When scales are not available or their use is not practical, the application of a constructive weight of seven (7) pounds per cubic foot will be used provided prior written approval is obtained from the ordering officer. (See Paragraph (Para) A.2.d for constructive weight of Professional Books, Papers, and Equipment (PBP&E), (also known as PRO or PRO-Gear).
 - d. When PBP&E are included as part of the shipment, the weight of each item individually described on the inventory will be entered on the same line of the inventory next to the description. The total weight of such articles will be annotated separately on the inventory and packing list. The PBP&E weight may be obtained using bathroom or platform type scales. If it is not possible or practical for the contractor to weigh the items at the time of packing and pickup, and there is no cube indicated on the inventory, a constructive weight of forty (40) pounds per cubic foot will be used for PBP&E.
 - e. The weight tickets will contain the name and address of the weighing station, the date, name of contractor, van or trailer number, name of member/employee, call number assigned by the ordering officer, and signature of the weigh master.
 - f. For inbound personal property, the contractor shall bill on the origin net weights obtained from the Personal Property Government Bill of Lading/Bill of Lading (PPGBL/BL) or other movement document and need not submit a weight certificate, unless a reweigh is ordered. When a reweigh is ordered, the contractor shall bill on the reweigh weight.
 - g. If the PPGBL/BL, movement document, or container does not reflect the net weight for inbound shipments or if the PPGBL/BL is unavailable at the destination, the contractor shall bill on the origin gross weights obtained from the PPGBL/BL, or other available sources, such as containers or supporting documentation. The contractor is required to use all means available (containers, supporting documentation) to obtain a net weight prior to submitting the bill. If the bill is submitted on the origin gross weight, the contractor is paid for the gross weight based on the net weight bid price.
 - h. The contractor shall perform reweigh services when ordered. The reweigh will normally be requested at the time the delivery order is placed and will be performed in accordance with instructions set forth in Para A.2.a. When so advised by the ordering officer, a designated representative of the ordering officer or the member/employee will be permitted to accompany, in a separate conveyance, the contractor to witness the reweigh. This would be at no extra charge and the contractor would not provide the separate conveyance.

- i. When a reweigh is ordered, the contractor shall furnish the ordering officer weight tickets in duplicate within seven (7) workdays of completion of the service.
- j. When the weighing of a shipment at origin is witnessed by the Personal Property Processing Office (PPPO), the back of all copies of the weight ticket will be annotated with the statement "weight observed" and verified by the signature of the PPPO. The number seven (7) copy of the PPGBL/BL (property received copy) will be similarly annotated prior to mailing to the destination PPPO. When computer generated PPGBL/BLs are used, the copy going to the destination PPPO will be annotated.
- k. BILLING PROCEDURES: For Continental United States (CONUS) activities, to include Hawaii and Alaska, shipments are payable on the basis of one hundred (100) pound minimum weight for Unaccompanied Baggage (UB) and a five hundred (500) pound minimum weight for Household Goods (HHG), net or gross weight, as indicated in the bid item. For overseas activities, excluding Hawaii and Alaska, shipments are payable on the actual net weight shipped.
- l. Actual pieces, weight, and cube of UB shipments will be provided to the Transportation Office (TO)/PPSO prior to the issuance of the PPGBL/BL.

3. TIME REQUIREMENTS

- a. The ordering officer will normally give the contractor notice to commence services ordered herein at least one (1) full workday prior to the date specified. Oral orders will be confirmed in writing within two (2) workdays following order acceptance by the contractor. The contractor shall be available to receive orders between the hours 0800 and 1700. Upon request, the contractor shall provide information as to whether the service will be performed between the hours of 0800 to 1200 hours or between the hours of 1200 to 1700 hours, based upon the best information available.
- b. In unusual situations, it may be necessary for the ordering officer to direct performance of services at specified times or days. When services are ordered for other than normal duty days and hours, then overtime charges are applicable under Attachment G3, Schedule I, Item 0014, Additional Services.
- c. The contractor shall not begin pickup or delivery services at a member/employee's residence before 0800 hours or after 1700 hours without prior approval of the ordering officer and the member/employee. The contractor shall not begin any service that will not allow completion by 2100 hours without approval by the ordering officer and the member/employee by 1630 hours of the scheduled date. When services cannot be completed on the scheduled date, the contractor shall notify the ordering officer and the member/employee. In case of an approved suspension of operations, the contractor shall assure his/her return the next workday at 0800 hours to complete the services.
- d. If containerization is ordered at the contractor's facility, the HHG or UB will be picked up on the date and within the hours specified. Unless a longer period is authorized by the ordering office, the maximum containerization time allowed at the contractor's facility will be three (3) workdays following the specified pickup date for HHG and two workdays following the specified pickup date for UB.
- e. The contractor shall accept from commercial carriers and pickup from commercial, air, water, and military terminals inbound shipments of HHG or UB. The contractor shall notify the ordering officer upon arrival of a shipment but not later than 1200 hours of the next workday. Delivery will be affected within three (3) workdays following the date of the contractor's arrival notification unless otherwise specified. For shipments in storage, the contractor shall affect delivery to the residence within three (3) workdays following notification for delivery by the ordering officer (e.g., ordering officer calls on Monday, personal property will be delivered on or before Thursday). The contractor shall not deviate from the specified delivery date unless approved by the ordering officer.

4. PREPARATION, PACKING, LOADING, AND CONTAINERIZATION

- a. Personal property will be prepared, packed, loaded, and containerized for all types of shipments destined for the CONUS or Outside CONUS (OCONUS). It is the contractor's responsibility to coordinate with the ordering officer container size and configuration for each mode of shipment prior to packing containers.
- b. The contractor shall perform all preparation and packing in a manner requiring the least cubic measurement, producing packages that withstand normal movement without damage to the container or contents and at a minimum of weight. All shipments will be protected from the elements (rain, snow or sun) and theft at all times.
 - (1) Items of an unusual nature may require disassembly service by a third party. The contractor shall not arrange for third party servicing without the authorization of the ordering officer. The charges for third party service will be billed by the contractor as a separate charge on the invoice and supported with two (2) copies of the third party Company's invoice. Examples of such items are: shrinks, wall units, grandfather clocks, and grand pianos.
 - (2) The contractor shall not be required to disassemble swing sets, outdoor recreation equipment, television and radio antennas, and similar articles. The member/employee will disassemble these items. Items disassembled by the member/employee will be shown in the remarks section of the inventory as Disassembled by the Owner (DBO).
 - (3) Member/Employee Packed Items: Items already packed by the member/employee will be inspected and repacked by the contractor, with the exception of Attachment G3, Schedule I, Item 0006, Outbound Service-Unaccompanied Baggage Packed by Member/Employee and Item 0007, Outbound Service-Unaccompanied Baggage Packed By Member/Employee-Consolidated Shipments Government Facility. The carrier assumes liability for whatever they pack. The carrier has the right to inspect all items and will use the appropriate carton(s) to pack all items (i.e., clothes in wardrobe boxes) thereby affording items the proper protection. PPSOs will ensure that items are shipped in sealed cartons for stacking in trucks/crates and to avoid pilferage. Therefore, one of two things must occur:
 - (a) Let the carrier pack all contents in cartons and then stack empty plastic totes or tubs separately for onward movement, or
 - (b) Let the member/employee provide an already-packed tote/tub. The carrier will then inspect and decide the following:
 - 1 Empty the tote/tub and place its contents in a carton, or
 - 2 Ship the tote/tub as is with contents. It will be the carrier's responsibility to place the tote/tub in a proper carton or container for safe movement. Tape may not be placed directly on the tote/tub.
 - (c) The above decision is at the carrier's discretion. Members/employees cannot insist that the contents must remain in the tote/tub since the carrier assumes liability for the tote/tub and the contents.
 - (4) Trunks and Footlockers: Trunks and footlockers may contain a properly packed quantity of HHG that is reasonable for the construction and condition of the container.

- c. When the ordering officer authorizes tailgating, the load will not extend beyond the surface of the tailgate or beyond the surface of the vehicle. The tailgated items will be protected from inclement weather by a suitable covering.
 - d. CONTAINERIZATION: Containerization of outbound HHG and UB will be done at the member's/employee's residence, unless otherwise authorized by the ordering officer. The contractor shall perform all exterior containerization services as prescribed in Paragraph A.7 for the type of articles, destination, and method of shipment designated by the ordering officer.
 - (1) Firearms: When firearms are included in containerized shipments, they will be placed in the number one container in such a manner to permit easy withdrawal for inspection. Make, model, caliber or gauge, and serial number of the firearm will be listed on the inventory form (See Paragraph A.5.c.).
 - (2) Boats: Boats may include, but are not limited to, the following: canoes, skiffs, light rowboats, kayaks, and sailboats. The contractor will be required to accept a boat and/or boat trailer less than fourteen (14) feet in length or over 14 feet in length (member only) but less than five hundred (500) pounds in weight from a member/employee. Employees are limited to domestic shipment of boats and their associated trailer that can be transported in a moving van (e.g., canoe, kayak, rowboat, outboard/inboard motorboat [14 ft. or less]). Components and boat accessories that will not fit into an American Society for Testing and Materials, (ASTM) D4169-01, Standard Practice for Performance Testing of Shipping Containers and Systems or Military Surface Deployment and Distribution Command (SDDC) Pamphlet 55-12, Commercial Containers for Department of Defense Household Goods Shipments, container will be containerized in accordance with ASTM D6251/D6251M-01, Standard Specification for Wood-Cleated Panelboard Shipping Boxes. The member/employee will be responsible for any special crating or materials needed to move the boat by DPM.
 - e. SECURITY SEALS: All exterior HHG/UB containers and boxes, including overflow and oversize boxes and rug tubes/cartons, will be sealed with accountable seals at the member's/employee's residence, unless otherwise authorized by the ordering officer. Sealing will be completed prior to any movement and the seal (control) numbers entered on the inventory, cross-referencing the container number. Two (2) seals, as a minimum, for UB, will be used per box and seals will secure the access overlap top and ends. If only two seals out of a set of four (4) are used, the seals not used will be destroyed at the time of sealing or given to the member/employee. Four seals, as a minimum, on HHG, will be used per box and seals will secure the access overlap door and side panels.
 - f. REMOVAL OF DEBRIS: Packing and loading at the origin will include, as a minimum, removing from the member's/employee's residence all empty contractor-provided containers, packing materials, and other debris accumulated incident to packing and loading unless specifically waived by the member/employee in writing.
5. TAGGING, INVENTORYING, AND PACKING LIST: The contractor, in coordination with the member/employee, will prepare an accurate, legible, HHG/UB descriptive inventory similar to Figure G1-1, Household Goods Descriptive Inventory. The contractor shall count and examine all goods tendered for shipments, receipt for them, and make written exception for any goods not in apparent good order. All tagging will be accomplished prior to the removal of goods from the residence.
- a. INVENTORY IDENTIFICATION: Each carton will be marked to indicate the general contents and member's/employee's last name. Each carton will be tagged and inventoried as a separate inventory line item. Identify the cartons by type and cube with an indication of general contents, such as, linens, pots and pans, mirror carton, 3.5 cubic feet.

- b. INVENTORY SYMBOLS: The “Exception Symbols” and “Location Symbols,” as shown in Figure G1-1, will be used to describe locations and exceptions. Locations and exceptions will be true and accurate. The omission of exception symbols will indicate good condition except for normal wear. Describe in as much detail as possible items of furniture; for example, television sets will be identified as being either “color” (C) or “black and white” (B&W) and console or portable. The contractor shall annotate on the inventory item(s) such as TVs, stereo components, computer hardware, VCRs, video cameras, by make, model, and serial number when these are visible on the outside of the item.
- c. Each privately owned firearm will be annotated on the inventory by make, model, caliber or gauge, and serial number.
- d. For PBP&E, ensure that the term “PRO-GEAR (PRO)” is used to identify such articles on the inventory, together with the cube and weight of the individual carton; a line entry item for each container, such as, carton PRO 3 cubic ft., 53 lbs. All PBP&E items identified by the member, member’s spouse or employee shall be separated from other items of the shipment. PBP&E must be segregated between the military member’s PBP&E and spouse PBP&E, placed in separate boxes or cartons, marked, weighed and inventoried separately. The symbol M-PRO shall be used to identify a military member’s PBP&E. The symbol S-PRO shall be used to identify a military spouse’s PBP&E. The total weight of the military member’s PBP&E shall be listed on the last page of the inventory. A separate weight entry is required for dependent spouse PBP&E.
 - (1) For employees, PBP&E includes an employee’s personally owned professional or specialized items and other materials used for official duty performance. PBP&E does not include sports equipment; office, household, or shop fixtures; or furniture (e.g., bookcases, file cabinets, desks, and racks of any kind). PBP&E are HHG. If the PBP&E may cause an excess weight condition, PBP&E may be moved as an administrative expense, (see the Joint Travel Regulations, Para C5154, Basic Allowances) as opposed to a HHG transportation expense, subject to the following conditions:
 - (a) The employee will furnish an itemized inventory of PBP&E for review by an official designated by the authorizing/order-issuing command, at the new Permanent Duty Station (PDS);
 - (b) The employee will furnish evidence (as determined by the authorizing/order-issuing command) that transporting the itemized materials as part of the HHG results in a weight in excess of the maximum weight allowance; and
 - (c) An official designated by the authorizing/order-issuing command at the new PDS, will review and certify that the itemized PBP&E, are necessary for the proper performance of the employee’s duties at the new PDS, and that if these items are not transported to the new PDS, the same or similar items would have to be obtained (at Government expense) for the employee’s use at the new PDS.
- e. Items disassembled by the contractor shall be shown in the remarks section of the inventory as Contractor Disassembled (CD). Items disassembled by the member/employee will be shown in the remarks section of the inventory as DBO. When an article is packed in an original container furnished by the member/employee, the inventory will indicate the type of article and will be shown as Contractor Packed (CP).
- f. Motorcycles, mopeds, and motor scooters will be inventoried as one line item, listing their serial number, make, year, model, and odometer reading. For international shipments, ensure one copy of the title and/or registration is attached to all copies of the PPGBL/BL/Commercial Bill of Lading/Transportation Control and Movement Document (TCMD).

NOTE: Motorcycles and mopeds that do not conform to vehicle emissions standards and motor vehicle safety standards of the destination country cannot be shipped as part of a HHG shipment.

- g. When the ordering officer permits the contractor to partially containerize a shipment at the warehouse, each item removed from the residence will be annotated on the inventory as Containerized Warehouse (CW).
 - h. **INVENTORY FORM:** The inventory form will bear the signature of the member/employee, and date signed, together with the signature of the contractor's representative and date signed certifying to its accuracy and completeness.
 - i. The contractor shall prepare the inventory in five (5) copies for outbound HHG and UB shipments and in three (3) copies for local drayage moves. The original and all copies will be legible and will bear the name and complete mailing address of the contractor. The original inventory will be furnished to the ordering officer, the contractor shall retain one (1) copy, and one (1) copy will be given to the member/employee (CDRL 0003, Household Goods Descriptive Inventory). For HHG and UB, the contractor shall place in a waterproof envelope secured to the No. 1 container: one copy of the inventory; one (1) copy of the DD Form 1299, Application for the Shipment and/or Storage of Personal Property (Figure 401-1), and if an overseas shipment, one (1) copy of the member's/employee's orders and custom's document. Additionally, for HHG, the contractor shall place an envelope containing the following documents in an easily accessible location inside the No. 1 container: one (1) copy of the packing list and Exception Sheet for shipments released from Non-temporary Storage (NTS). For unaccompanied baggage shipments, the contractor shall place one (1) copy of the member's/employee's orders inside the carton prior to sealing. The member/employee will be required to furnish all necessary copies of their orders.
 - j. Annotate the receiving document or inventory to show any overage, shortage, and damage found, including visible damage to external shipping containers and condition of security seals each time custody of the property changes from a storage contractor (warehouseman) to the contractor or from one contractor or carrier to another. When available, use the same inventory prepared at origin to verify delivery and condition of the articles at destination.
 - k. **PACKING LISTS:** The packing list identified in Figure G1-2, Packing List of Household Goods, or a similar format, will be used. The contracting officer will advise the contractor as to the required packing list prior to the start date of the contract. The contractor shall prepare a packing list at the time the goods are packed, noting the number of each piece, the weight, and the cubic measurement.
 - l. **REMOVAL FROM NTS:** When the personal property is to be removed from NTS, the contractor shall obtain from the storage contractor two (2) legible copies of the NTS inventory and in conjunction with the storage contractor, check each item of the storage lot in accordance with such inventory. If at the time each item is checked there is a difference in condition of the item from that listed on the NTS inventory, the contractor shall prepare an Exception Sheet and such differing conditions will be noted thereon. When the contractor elects to make a new inventory, differences as to condition of individual items, as compared with the NTS inventory, will be shown on an Exception Sheet as described above. In the event the opinions of the contractor's representative and storage contractor's representative differ as to shortages and overages or condition of an item(s), both opinions will be listed on the Exception Sheet and separately identified as to the source. Both parties will sign and date the Exception Sheet, each retaining a legible copy for their respective files (CDRL 0004, Exception Sheet). Such an Exception Sheet will remain an internal industry document. In the event a claim is filed, the contractor shall provide legible copies of the Exception Sheet to the claims officer.
- (1) Preparation of Inventories: Inventories prepared on shipments released from NTS will indicate the same article identification and item number as on the NTS inventory or a cross-reference will be made on the new inventory indicating the item number and identification from the NTS

inventory. The use of legible photo reproductions of the storage contractor's inventory in lieu of preparing a new inventory is permissible.

- (2) Identify personal property by affixing a tag or tape to each article (not applicable to individual items in packing containers). Each shipment will be separately identified by lot number. Each article will be assigned a number that will correspond with the item number shown on the inventory form. The type of identification used and the method of affixing it to the article will be such as not to damage any article so identified.
 - (3) Identify items disassembled or serviced by contractor or by third party at origin and record such items in the remarks section of the inventory.
6. APPLIANCE SERVICING AND UNSERVICING: The contractor shall service and un-service appliances in accordance with manufacturer's specifications. If third party servicing or un-servicing is required and approved by the ordering officer, the contractor shall bill the services as prescribed in Paragraph A.4.b.(1).

7. CONTAINERS AND VEHICLES

- a. GOVERNMENT-OWNED CONTAINERS (GOCs): GOCs are containers constructed in accordance with Commercial Standard ASTM-D4169-01, Standard Practice for Performance Testing of Shipping Containers and Systems. GOCs also include those containers listed in SDDC Pamphlet 5512, those meeting ASTM-D6251, and wooden overflow and oversize containers purchased by the Government or received by the contractor awarded the Schedule II, Inbound Services contract. GOCs will be used to the extent as they are available for Schedule I, Items 0001 through 0005, before using contractor-furnished containers.
 - (1) All GOCs and contractor-furnished containers will be free of defects (holes, loose or broken framing, missing skids, caulking repairs, or separated plywood). Unacceptable containers are those that have been extended to accommodate oversize or overflow items, any panel bowed or bulging beyond their normal conformity, those with deteriorated plywood (either rotted or delaminated), those caulked on outside seams or joints, and those patched without the use of caulking compound. Patches on the outside surfaces are not acceptable because they increase the overall dimension and are subject to being scraped off during handling. The floor will be solid and all skids installed and in sound condition.
 - (2) All GOCs and contractor-furnished containers must conform to USDA requirements for Wood Packaging Materials (WPM). WPM is defined as wood pallets, skids, load boards, pallet collars, wooden boxes, reels, dunnage, crates, frames, and cleats. Packaging materials exempt from the requirements are materials that have undergone a manufacturing process such as corrugated fiberboard, plywood, particleboard, veneer and oriented strand board. All WPM must be constructed from Heat Treated (HT) lumber (HT to 56 degrees centigrade for 30 minutes) and certified by an accredited agency recognized by the American Lumber Standards Committee, Incorporated (ALSC) or an equivalent organization recognized by the host nation's Government for WPM procured outside the United States (US) in accordance with WPM policy and WPM enforcement regulations (<http://www.alsc.org>) (*) **Non-DoD Website**. Wood fumigated with methyl bromide is not authorized for use in the shipment of HHGs as damage may occur to the HHGs. All materials must include certification markings in accordance with ALSC standards and be placed in an unobstructed area that will be readily visible to inspectors. Pallet markings will be applied to the stringer or block on diagonally opposite sides and ends of the pallet and be contrasting and clearly visible. All dunnage used in configuring and/or securing the load will also comply with International Standards for Phytosanitary Measures Publication No. 15, International Standards for Phytosanitary Measures (ISPM): Guidelines for

Regulating Wood Packaging Material (WPM) in International Trade and be marked with an ALSC approved dunnage stamp. Failure to comply with the requirements of this restriction may result in refusal, destruction, or treatment of materials at the point of entry. Additional information on WPM requirements can be found at <http://www.aphis.usda.gov> (*).

- b. Containers for articles such as large pieces of marble or glass tabletops that require more protection than the standard packing techniques will be constructed in accordance with ASTM D6039/D6039M-02, Standard Specification for Crates, Wood, Open and Covered. These containers will be used for interior packing purposes.
- c. SKIDS: Any container that will be handled with a forklift will be constructed with two or more skids. All wooden containers entering the Defense Transportation System (DTS) with a gross weight of one hundred (100) pounds or more or with length and width dimensions of forty-eight (48) inches by twenty-four (24) inches or more will be equipped with two (2) skids of not less than a minimum of three (3) inches high and 3 1/2 inches wide. Skid sizes will be in accordance with ASTM-D6251.
- d. BANDING: Containers of plywood construction will be banded in accordance with Commercial Standard ASTM D3953-02, Standard Specification for Strapping, Flat Steel and Seals or of equal quality with nonmetal banding.
- e. Coopering of GOCs will be performed when authorized by the ordering officer. Patches will not increase the overall container dimensions. All repairs will be done prior to delivery to residence.
- f. MARKINGS. The contractor shall mark all GOCs by stenciling with letters at least one (1) inch high. Freehand marking will not be used. Felt tip markers will not be used. All old shipment markings will be obliterated prior to delivery to residence. Each container will be stenciled with all required elements.
 - (1) Permanent markings on containers will be legible and conform to Commercial Standard ASTM-D4169-01 and SDDC Pamphlet 55-12. The following permanent markings will be stenciled in black letters 1 1/2 inches high, Figures G1-3, Location of Permanent Markings on ASTM-D4169-01 Wood HHG Box, and G1-4, Location of Permanent Markings on MIL-STD-1489 HHG Box: On one side and one end: USE NO HOOKS STORE UNDER COVER US PROPERTY SDDC APPROVED In the appropriate places: CENTER OF BALANCE LIFT HERE FORKLIFT HERE
 - (2) On Commercial Standard ASTM-D4169-01 and SDDC Pamphlet 55-12 containers, the following additional permanent markings will be stenciled on one side and one end toward the top of the container in black letters two (2) inches high. The contractor shall stencil the word "UP" with an arrow pointing to the top of the container. Then under "UP" on an orange background not to exceed eight by ten (8 x 10) inches in black letters approximately two (2) inches high, the contractor shall stencil "DPM." The word "EXPEDITE" will be symmetrically spaced below in 1 1/2 inch high black letters (See Figures G1-3 and G14).
 - (3) Shipments identified as "BLUEBARK" will be stenciled in one (1)-inch letters with the code word BLUEBARK above the PPGBL/BL number.
 - (4) As a minimum, the property member's/employee's last name will be legibly hand written or stenciled on all containers prior to departure from the origin residence, warehouse, or other pickup point.
 - (5) Permanent markings on DPM HHG, Figure G1-5, Container Marking for Household Goods, and UB, Figure G1-7, Markings of Unaccompanied Baggage Containers will be legible and conform to Commercial Standard ASTM-D4169-01 and SDDC Pamphlet 55-12. DPM HHG and UB

containers will have a completed Military Shipping Label (MSL) affixed on one (1) side and one (1) end panel for all shipments entering the DTS, except for duffel bags and similar packages which will have an MSL affixed to one surface. The MSL, Figure G1-6, Military Shipping Label for Personal Property, requires human-readable information as well as linear and two-dimensional bar codes. The human readable and linear bar coded portions of the MSL are prepared as described below and the two-dimensional bar code is prepared in accordance with Appendix R. If the shipping container does not lend itself to the application of the label, or if the label would cover or interfere with other required markings, the label will be attached to a general purpose tag or a placard. The general purpose tag or placard will be tied, wired, or otherwise fastened to the shipment unit or movement conveyance.

- (6) The following listed human readable data and Code 39 linear bar codes will be placed on each MSL. Some entries are keyed to numbered blocks on the MSL, and some are in addition to that form's requirements. The human readable unit of measure will be provided in US standard terms (e.g., pieces, inches, feet, pounds for measured items) and the data values will be rounded up to the nearest whole number with leading zeros suppressed. Also see Military Standard-129, Department of Defense Standard Practice, Military Marking For Shipment and Storage, and ANSI MH10.8.1.
- (a) Transportation Control Number (TCN): Human readable and linear bar code using 1/2 inch high Code 39 format.
 - (b) Transportation Account Code (TAC), PPGBL/BL Number, and Carrier.
 - (c) From: The consignor Department of Defense Activity Address Code (DODAAC) and in-the-clear address.
 - (d) Type Service: In-the-clear text (e.g., TGBL Cd J). The clear-text descriptions may be derived from the personal property TCN field fifteen (15) descriptions.
 - (e) Ship to/POE: Three (3) digit air/sea Port of Embarkation (POE) code, and enough space for five (5) lines of up to thirty-five (35) characters for the in-the-clear address.
 - (f) Transportation Priority: Bold text 3/4 inches tall.
 - (g) POD: Three (3) digit air/sea Port of Debarkation (POD) code or blank.
 - (h) Consignee/Mark For: Member's/Employee's Name followed by the consignee DODAAC and/or Mark For in-the-clear address, and linear bar code using 1/2 inch high Code 39 format.
 - (i) Weight: Actual gross weight (this piece) with unit of measure. Do not zero fill.
 - (j) RDD: Three (3) digit code or blank. Blank for classified Unit Move.
 - (k) Cube: Cube (this piece) with unit of measure. Do not zero fill.
 - (l) Tare Weight: Weight of container before loading personal property. Specifically the weight of wrapping, receptacle, or conveyance containing goods.
 - (m) Date Shipped: Four (4) position code or in-the-clear date. Blank for Unit Move.
 - (n) Net Weight: Weight of personal property loaded into a container.

- (o) Piece Number: Piece number of this shipment (of Total Pieces) and a linear bar code using 1/2 inch high Code 39 format. Do not zero fill. Piece Number and Total Pieces may be expressed as "Piece Number of Total Pieces" to save space on the label.
- (p) Total Pieces: Total number of pieces in this shipment unit. Do not zero fill.
- (q) PDF417 2D symbol in accordance with Appendix R.

NOTE: Social Security Number will not be stenciled on the container unless it is a part of the TCN. Failure to comply will be considered a violation and action will be taken by the PPSO.

- (7) Carriers may optionally stencil shipment markings in addition to the MSL on the outside of containers. Freehand marking is not acceptable. Markings will be proportional to the available space on the container. Old markings not applicable to the current shipment will be permanently obliterated before the container's arrival at the member's/employee's residence. One (1) copy of the member's /employee's orders will be placed in each container used to ship UB. When an order applies to more than one (1) member/employee, the name of the member/employee to whom the baggage belongs will be identified.
 - (8) Overflow Containers: Overflow containers (Schedule I, Item 0003) will be limited to use for those items that accumulate over and above that which can be packed into an ASTM-D4169-01 or SDDC Pamphlet 55-12 container. The construction of an overflow container will be in accordance with ASTM-D6251. The overflow container normally is of lesser size than ASTM-D4169-01 or SDDC Pamphlet 55-12 containers and will be limited to one (1) per shipment.
 - (9) Oversize Containers: Oversize containers (Schedule I, Item 0003) will be limited to use for a single item that exceeds the dimensions of and cannot be accommodated in ASTM-D4169-01 or SDDC Pamphlet 55-12 container and therefore requires a specially built container. One (1) or more of this type may be required per shipment. These containers will be constructed in accordance with ASTM- D6251 and the exterior container dimensions furnished to the ordering officer.
 - (10) Other Shipments: Containers constructed for other shipments (Schedule I, Item 0003) will be constructed in accordance with ASTM-D6251. Other shipments are defined as small shipments that require a lesser size box (container) than specified in Commercial Standard ASTM-D4169-01 or SDDC Pamphlet 55-12.
- g. The contractor shall report, store and, when directed by the ordering officer, reposition Government-owned HHG containers. When repositioning is ordered, the contractor shall load the GOCs on vehicles and deliver them to the site identified by the ordering officer.
- (1) The outbound contractor, when directed by the ordering officer, will pick up and store empty GOCs from other local carrier or Government facilities within the contract area of performance. When the contract is awarded to different contractors, storage of the GOCs is the responsibility of the outbound contractor unless otherwise directed by the ordering officer. The storage of containers contemplated under this contract means, as a minimum, that containers, if not stored within a building, will be stored in a manner to protect from precipitation, ground water or other moisture.
 - (2) GOC Report: The contractor shall submit a GOC report (a local form or for Air Force Installations, AF Form 384, Government-Owned Container Control Record). The report will be submitted to the ordering officer fifteen (15) days after the contract start date and thereafter on the first workday of each month (CDRL 0005, Report of Government-Owned Containers). The contractor shall keep an accurate, up to date count of all GOCs.

- (3) Serviceable/Unserviceable Containers: The contractor shall not commingle serviceable or unserviceable containers. After inspection by the ordering officer, these two (2) categories of containers will be segregated. The ordering officer and contractor will mutually agree upon the inspection and disposition schedule. Unserviceable containers will be disposed of at no cost to the Government.
- (4) The new outbound contractor will pick up the serviceable empty GOCs from the previous contractor(s) not later than thirty (30) calendar days after commencement of the contract.
- h: **VEHICLES**: The contractor shall ensure that all vehicles used in the movement of personal property will be of a safe and sound condition so as not to permit damage to personal property.

8. OUTBOUND DOCUMENTATION AND MOVEMENT

- a. PPGBL/BL and similar documents covering outbound HHG shipments will be picked up from the ordering officer by the contractor each workday or obtained in accordance with locally established procedures such as mail or courier. Distribution of completed PPGBL/BL and TCMDs will be as outlined below.
- b. On outbound HHG shipments, the contractor shall complete by typing information on the original PPGBL/BL and all copies, the following information:
 - (1) Block 26 (Packages): Enter the number and kind of containers, such as 1 F/L or 2 CTNS.
 - (2) Block 27 (Description of Shipment): Enter the aggregate weight and cube of the total number of each different type of container shown in Block 26.
 - (3) Block 28 (Weight): Enter the gross, tare, and net weight.
- c. On outbound UB shipments, the contractor shall provide information on actual pieces, weight, and cube to the TO/PPSO within one (1) day after pickup so that the TO/PPSO can prepare the PPGBL/BL. Information will include:
 - (1) Packages to include the number and kind of containers, such as 1 F/L, 2 CTNS.
 - (2) The aggregate weight and cube of the total number of each different type of container. (3) The gross, tare, and net weight.
- d. On all outbound shipments moving by a PPGBL/BL, the contractor shall surrender the original and copies 2, 3, and 4 of the PPGBL/BL to the carrier when the shipment is picked up. The contractor shall return copies 5, 6, and 7 of the PPGBL/BL to the ordering officer not later than the close of business the next workday after the day the shipment is picked up (CDRL 0008, Bill of Lading). Computer generated PPGBL/BLs are not numbered. In instances where computer generated PPGBL/BLs are used, enough copies will be made to ensure the right number of copies will be submitted. All copies of the PPGBL/BL returned to the ordering officer will bear a legible pickup date, carrier pro number stickers, and signature of the carrier's representative. The contractor shall furnish the ordering officer the completed inventory, packing list, and weight tickets not later than four (4) workdays from the date of pickup of HHG and three (3) workdays from date of pickup for UB shipments.
- e. On outbound overseas shipments, the contractor shall complete by typing information on the original TCMD, (Figure G1-10) and all copies, the following information:
 - (1) Block 22 (Pieces): Enter the total number of pieces in the shipment.

- (2) Block 23 (Weight): Enter the gross, tare and net weight.
- (3) Block 24 (Cube): Enter the total cube of the shipment.
- f. One (1) completed copy of the TCMD will be placed in the waterproof envelope on the number one container, three (3) copies will be given to the carrier, and one (1) annotated copy will be returned to the Contracting Officer's Representative.
- g. If any container being prepared to enter the DTS has an outside measurement greater than seventy-two (72) inches, the contractor is required to prepare an Outsized Air Cargo Report (CDRL 0011).
- h. CARRIER PICKUP OF SHIPMENTS: Within one (1) workday after the property is ready for shipment, the contractor shall contact the assigned carrier, as indicated on the PPGBL/BL, to arrange for pickup. When shipments are not picked up by the assigned carrier by close of business of the next workday, after contractor notification, the contractor shall notify the ordering officer of the carrier's failure to pick up the shipment not later than 9 A.M. of the next workday.
- i. For outbound shipments requiring drayage to an air or sea terminal within the contract area of performance, the contractor shall deliver the shipment to the designated terminal within five (5) workdays of the request by the ordering officer for UB or within six (6) workdays of a request by the ordering officer for HHG. For shipments drayed to a terminal, the delivery receipt or transfer document will be returned to the ordering officer not later than the next workday following delivery.
- j. The contractor is required to submit a weekly report showing outbound shipments on-hand which were picked up prior to the previous Wednesday (CDRL 0009, Contractor's Weekly Report).
- k. When the contractor's facility is located in a town, city, or metropolitan area other than the location of the PPSO, telephone notification of completed containerization or arrival of shipments will be considered as meeting the requirements for written notification. However, the contractor shall mail the written notification to the ordering officer within one (1) workday following the day of telephone notification.
- l. On outbound overseas shipments entering the DTS, the contractor shall prepare and affix a two dimensional and linear bar coded MSL as described in Paragraph A.7.f.(6) and Appendix R.

9. STORAGE

- a. Identification: All outbound shipments will be properly identified by the member's/employee's name, PPGBL/BL number, and call or lot number. Such identification will be in plain view on each lot.
- b. Vehicles will not be used for the storage of shipments. Pickup and drayage includes placing the goods within the facility on the pickup date specified in the order; however, at the latest, the shipment will be placed in the facility no later than the day following pickup. When the contractor chooses to allow the personal property to remain on the truck until the next working day, contractor will be held liable for any loss or damage occurring during this time without regard to cause.
- c. All personal property will be stored to maintain a minimum of two (2) inches of clearance from the floor to the undermost portion of the personal property. This elevation requirement will apply after three (3) workdays handling-in period. Items waiting for the completion of handling-in services will be protected at all times. In addition, the property will not be stored in contact with exterior walls. Height of HHG stacked loose will not exceed ten (10) feet. Extension ladders, TV antennas, swing sets, and similar items are excluded from this height requirement.

- d. **SHIPPING CONTAINERS:** The contents of containerized shipments will not be removed from containers when placed in storage. Shipment will not be de-containerized prior to delivery to residence unless ordered by the ordering officer.
 - e. **STORAGE CHARGES:** Storage charges for outbound HHG and UB shipments will not commence earlier than the sixth workday following date of ordering officer's receipt of contractor's notification of completion of containerization service. Storage charges will apply for each thirty (30)-day period or computed as a fraction thereof. Date of release from storage will not be considered in computation of storage charges.
 - f. Storage charges for inbound HHG and UB shipments will not commence earlier than the sixth workday following date of contractor's notification to the ordering officer of arrival of shipment. Storage charges will apply for each thirty (30)-day period or computed as a fraction thereof. Date of release from storage will not be considered in computation of storage charges.
 - g. When the contractor cannot release a shipment from storage or deliver a shipment on the date requested by the ordering officer, the storage charges will cease on the requested date instead of the actual date of release.
 - h. The contractor is required to submit an on-hand report for all inbound shipments at the contractor's facility (CDRL 0010, Report of Shipments on Hand). This report will list all inbound shipments in storage and/or waiting to be delivered. Negative reports are required. The TO will identify when reports are to be submitted.
 - i. The ordering officer will follow Service guidelines when authorizing additional storage. The ordering officer will notify the contractor of the expiration date of storage at Government expense.
10. **FACILITIES:** Contractor's facilities will meet the guidelines outlined in Appendix D.
- a. **Inspection of Contractor's Facility.** Approval of the contractor's facility by representatives of the Storage Management Office (SMO), 1 Soldier Way, Scott AFB, IL 62225-5006 or West Point's Transportation Office Quality Assurance Evaluator is required prior to contract award. Thereafter, inspections will be on a quarterly basis or, if deemed necessary, on a more frequent basis. Inspections will be conducted using Appendix E. If a facility is found to be unsatisfactory, it may be declared ineligible to receive further orders under the contract.
 - b. Upon receipt of contract award, the contractor shall furnish to the contracting officer evidence of the kinds and minimum amounts of insurance covering work to be performed. The contractor shall maintain at least the minimum insurance coverage required as specified in the Federal Acquisition Regulation Part 28.307.2 Liability, throughout the contract period for the following policies: (1) Workmen's Compensation Insurance \$100,000; (2) Comprehensive General Liability Insurance \$500,000; and (3) Automobile Liability Insurance shall not be less than \$200,000 per person and \$500,000 per occurrence for bodily injury, and \$20,000 per occurrence for property damage. Where the Financial Responsibility or compulsory Insurance Law of New York requires higher limits, the Automobile Liability insurance policy shall provide coverage of at least these limits. Each policy will contain an endorsement that cancellation or material change in the policy will not be effective until after a thirty (30)-day written notice is furnished to the contracting officer.
11. **CARGO INSURANCE:** The contractor must provide a certification of cargo insurance reflecting coverage on a continuous basis in at least the amount shown below to cover legal liability. The certificate will contain the statement that the insurance company will provide the designated installation contracting officer, a thirty (30)-day written notice of any change, expiration, or cancellation of said policy. The underwriter of cargo insurance will have a rating of "a" or better in current issue of Best's Insurance Guide. The certificate will be prepared with original signatures and provided to the designated

installation contracting officer. The following is the minimum cargo liability coverage required: For both domestic and international shipments are \$75,000.00 per shipment.

12. DPM DELIVERY, UNLOADING, AND UNPACKING

- a. The contractor shall furnish the ordering officer the written receiving notice not later than the next workday following the arrival of the inbound shipment. The receiving notice will contain the following information for each individual shipment: Name and rank/grade of the property member/employee, PPGBL/BL number, number of pieces, size and type of containers, weight, and name of carrier. When markings on the containers or documents indicate the shipment is of a deceased member/employee (BLUEBARK), this information will also be provided. The above information will be obtained from the available documents or containers.
- b. Unloading and unpacking, upon delivery to the residence, will include the one-time laying of rugs, assembling of disassembled furniture, un-servicing of appliances, and the one-time placement of furniture and like items in the room of the dwelling or a room designated by the property member/employee. The contractor shall not be required to move items after once placed as designated. Third party services as set forth in Paragraph A.4.b (1) will be performed when authorized. Unless specifically waived by the member/employee, in writing, unpacking services will be performed. The contractor shall have the member/employee certify and sign on the inventory or delivery document that unpacking was or was not performed.
 - (1) Unpacking Service: Unpacking service will consist of unpacking, on a one-time basis, all barrels, boxes, cartons, and crates. The contents will be placed in a room designated by the member/employee. This includes placement of articles in cabinets, cupboards, or on shelving in the kitchen when convenient and consistent with safety of the article(s) and proximity of the area desired by the member/employee, but does not include arranging the article(s) in a manner desired by the member/employee. Unpacking and removing from the member's/employee's premises all empty containers, packing material, and other debris will be performed at the time the goods are delivered to the residence and to the member's satisfaction.

13. CLAIMS: The provision of FRV to all DOD customers provides for the replacement, repair, or payment for the non-depreciated value of lost or damaged items. The liability limits for FRV are the greater of \$7,500.00 per shipment, or \$6.00 times either the net weight of the HHG shipment or the gross weight of UB shipment, in pounds, not to exceed \$75,000.00. For detailed claims and liability procedures see Attachment G6.

PART II -GOVERNMENT-FURNISHED PROPERTY AND SERVICES

1. The Government will furnish the items listed below:
 - a. Government-Owned Containers.
 - b. Government-Owned Container Control Record Form.
 - c. DD Form 1299, Application for Shipment and/or Storage of Personal Property, with special order and customs forms.
 - d. DD Form 1796, Receipt of Unaccompanied Baggage.
 - e. DD Form 1384, Transportation Control and Movement Document (TCMD).
2. Title to all HHG Type II wooden containers, crates or metal shipping boxes furnished by the Government will remain the property of the Government.

3. Return of Excess Government-Furnished Property. Upon expiration of the contract, the contractor shall return unused Government-furnished forms and supplies to the ordering officer. Returned forms and supplies are to be in good reusable condition.

PART III - GENERAL REQUIREMENTS

1. APPLICATION: This Performance Work Statement (PWS) contains basic instructions for the packaging, packing, tagging, inventorying, containerization, marking, loading, storing, unpacking, and inspecting of HHG and UB. This PWS applies to domestic and international DPM shipments. It does not apply to domestic or international Through Government Bill of Lading shipments.
2. PERSONNEL: The contractor shall furnish adequate supervision, labor, materials, supplies, and equipment necessary to perform all the services contemplated under this contract. The contractor's office will be staffed at all times during normal working hours with personnel authorized to book shipments and arrange for services under the contract. All contractors will have available an English reading, speaking, and writing employee at all times during packing and unpacking services.
3. MATERIALS: The contractor shall provide boxes, cartons, mattress cartons and/or plastic bags (plastic bags may only be used when a direct delivery address has been designated by the origin PPSO), tape, labels, packing lists, filler material, paper pads, wrapping, and any other type material to ensure proper packing for damage free movement. All materials will be new or in sound condition. All previous markings pertaining to any previous shipment will be completely obliterated and all material will be free of any substance injurious to the articles being packed and to the member/employee. New material will be used for packing mattresses, box springs, linens, IV-G-17 bedding, and clothing. Plastic mattress shipping bags will not be used for shipments being consigned to long term NTS.
4. DOCUMENTATION AND REPORTS: The contractor shall ensure that all documentation performed by the contractor shall be accurate and legible. All invoices submitted for billing to the ordering officer will be complete and display a detailed and accurate account of services performed.
5. QUALITY CONTROL AND ASSURANCE
 - a. QUALITY CONTROL: The contractor shall establish a complete quality control program to assure the requirements of the contract are provided as specified. One (1) copy of the contractor's quality control plan will be provided to the contracting officer as part of the proposal submission (CDRL 0001).
 - b. QUALITY ASSURANCE: The contractor shall provide monthly metrics measuring the Service Delivery Summary Performance Threshold (CDRL 0012). These statistics will be used in the monthly evaluation of the contractor and also as a part of the annual performance report.
6. CONUS TO OCONUS UB SHIPMENTS USING AIR MOBILITY COMMAND (AMC) AERIAL PORTS The carrier will provide the actual weight and cube of each shipment after pickup to the ordering officer prior to the PPGBL/BL being produced. Information must be provided within two (2) days after pickup.

PART IV -ATTACHMENTS

- Attachment G1: Figures
- Attachment G2: Publications and Commercial Standards
- Attachment G3: Contractor Documents Requirement Listings and Data Item Description
- Attachment G4: Definitions
- Attachment G5: Acronyms
- Attachment G6: DPM Claims and Liability Procedures

TABLE 0-1. TASK/TYPE OF MOVE MATRIX

TASK	LOCAL MOVE	OUTBOUND	OUTBOUND	INBOUND	INBOUND
		HOUSEHOLD	UNACCOMPANIED	HOUSEHOLD	UNACCOMPANIED
		GOODS	BAGGAGE	GOODS	BAGGAGE
Premove Survey	X	X			
Weighing	X	X	X	X	X
Time Requirements	X	X	X	X	X
Preparation, Packing, Loading, and Containerization	X	X	X		
Tagging, Preparing Inventory and Packing List	X	X	X		
Appliance Servicing and Unservicing	X	X	X	X	X
Containers and Vehicles	X	X	X	X	X
Marking Exterior Shipping Containers		X	X		
Storage		X	X	X	X
Unpacking/Unloading and Loss and Damage Reports	X			X	X
Documentation	X	X	X	X	X
Reports		X	X	X	X

TABLE 0-2. SERVICE DELIVERY SUMMARY

PERFORMANCE OBJECTIVES	PERFORMANCE WORK STATEMENT PARAGRAPH	PERFORMANCE STANDARD
Proper Packing/Loading/ Containerization of Personal Property for Onward Movement	Part 1, Paragraph A.4, Paragraph A.7	No more than three percent of total number of shipments are incorrectly packed/loaded/containerized per month.
On-time Pickup/Delivery of Personal Property	Part 1, Paragraph A.3	No more than five percent per month of the total number of shipments are validated customer complaints for untimely pickup/delivery.
Timely pickup/return, proper preparation of documentation	Part 1, Paragraph A.2.i, A.8.a, A.8.c, A.8.i	98 percent on-time return of completed, accurate, legible documentation to PPSO per month. 96 percent on-time pickup of documentation from PPSO per month.
Accurate invoicing of charges	Part 3, Paragraph 4	98 percent error-free invoice submission rate per month.
Maintain adequate facilities and serviceable equipment	Part 1, Paragraph A.10, Paragraph A.7.h	Fewer than three violations per quarter based on inadequate facilities or unserviceable equipment as outlined in Appendix E.
Protection and Accountability of Government-Owned Containers (GOCs).	Part 1, Paragraph A.7.a, A.7.a.(1), A.7.e, A.7.g.(1), A.7.g.(2)	No more than two percent of total number of GOCs improperly protected during this quarter. Fewer than two failures per month to re-coop GOCs within specified time frame

PART V – ADDITIONAL REQUIREMENTS

1. TIMING

- a. Normally, local drayage shipments in excess of five thousand (5,000) pounds cannot be effectively packed, picked up, delivered, and unpacked the same day. Packing of such shipment is done the day before the specified pickup day unless the shipment is estimated by the Government to be in excess of ten thousand (10,000) pounds in which case two (2) days shall be set aside for packing.
- b. When delivery and unpacking services cannot be completed by 1700 hours of the date specified, the contractor shall contact the ordering officer before suspending operations and return the next workday to complete services.
- c. The contractor shall commence containerization at owner's residence or contractor's facility on the date specified. The contractor shall not deviate from specified pickup date unless approved by the ordering officer. If containerization is ordered at the contractor's facility, the household goods or unaccompanied baggage shall be picked up on the date and within the hours specified. Unless a longer period is authorized by the ordering officer, the maximum containerization time allowed at the contractor's facility shall be three (3) workdays following the specified pickup date for household goods and two (2) workdays following the specified pickup date for unaccompanied baggage.

2. **PREPARATION AND PROTECTION:** The contractor shall prepare articles having finished surfaces susceptible to damage by scratching, marring, soiling, or chafing by wrapping such articles at the time of loading at the residence in textile or paper furniture pads, covers (other than burlap) or other acceptable wrapping materials. When storage of these articles is necessary, they shall be afforded the same protection. Upholstered furniture shall be protected by wrapping with paper pads or blankets. All contact surfaces such as corners and edges shall be protected with excelsior, macerated pads or other cushioning materials. Protective wrappings shall be securely taped. Care shall be exercised to avoid placing the tape on any surface of the article being wrapped.

3. **DISASSEMBLY:** The contractor shall disassemble all items of personal property which requires disassembly to ensure safe movement and delivery at destination. Items disassembled by the contractor shall be shown in the remarks section of the inventory as contractor disassembled (CD). The contractor shall have tools available for this service at the job site.

- a. The contractor shall not be required to disassemble swing sets, playground equipment, television and radio antennas, and other articles as determined by the ordering officer. These shall be disassembled by the owner. Items disassembled by the owner shall be shown in the remarks section of the inventory as disassembled by the owner (DBO).
- b. All nuts, bolts, screws, small hardware, and other fasteners removed from articles by the contractor in preparation for shipment shall be placed in a cloth bag, or similar durable container, and securely attached to the article from which removed.
- c. Legs or other articles removed from furniture shall be wrapped, bundled together, and identified such as dining table legs, six each, and listed as a separate item on the inventory.

4. **PACKAGING MATERIALS:** All material shall be new or in sound condition. The use of damp, wet, or unclean packing materials is prohibited. If the material is not new, all marks pertaining to any previous shipment shall be completely obliterated and all material shall be free of any substance injurious to the articles being packed and to the owner. New material shall be used for packing

mattresses, box springs, linens, bedding, and clothing. In the absence of any specific standard or requirement for materials listed in this section, materials that are clean, commercially available, and appropriate for the purposes intended shall be used.

- a. Boxes: Wood or fiberboard boxes used shall be as follows: wood cleated fiberboard, wood cleated plywood, nailed wood, corrugated fiber, or solid fiber boxes. Boxes may be made of lumber, plywood, or solid fiber and shall be free from imperfections which may affect their utility. When boxes are ordered, they shall be ordered under the appropriate contract line item.
- b. Cartons: Cartons of solid or corrugated fiberboard shall be used for packing linens, books, bedding, lampshades, and draperies. After packing, cartons shall be sealed at the joint on top and bottom. The sidewalls and ends of the corrugated or solid fiber cartons shall be of a minimum average bursting strength of two hundred (200) pounds per square inch. The inside dimensions of the carton, length, width, and depth totaled shall not exceed seventy-five (75) inches with a weight limitation of sixty-five (65) pounds. All corrugated and fiberboard cartons shall be stamped with a manufacturer's certificate indicating the name of the manufacturer, bursting strength, minimum combined weight of facings, size limit, gross weight limit and information indicating type of carton (single wall, double wall, etc.). Cartons lacking a certificate and similar type boxes and cartons shall not be used. Boxes may be used in lieu of cartons when the ordering officer determines that their use is necessary to assure protection and safe movement of the articles.
- c. Dishpacks: Dishpacks are corrugated fiberboard cartons with a capacity of not less than five (5) cubic feet and shall be used for packing glassware, chinaware, bric-a-brac, table lamp bases, and fragile items. When packaging of fragile items has been completed and space is left in a dishpack, such space may be used for packing other lightweight items. The sidewalls and ends of the carton shall be of a minimum average bursting strength of three hundred fifty (350) pounds per square inch. Not more than one hundred twenty (120) pounds of material shall be packed therein. The carton shall be fitted with a cushion pad in the top and bottom with tiers of fiberboard dividers to make cells of various dimensions appropriate for the size of items being placed therein. When the individual items do not completely fill the cell, the void shall be filled with paper. Items shall be wrapped in clean unprinted newsprint and kraft paper. A flat piece of corrugated fiberboard shall be placed between each tier of cells. Each dishpack shall be packed with approximately equal portions of heavy, medium, and lightweight articles. The heaviest items shall be packed in the bottom tier with a divider pad placed on top. Medium weight items shall be packed in a second layer of the carton in filler cells usually called the "crystal" filler with a divider pad on top of this layer. Lightweight items shall be packed in the top layer in fillers sometimes called the "miscellaneous" filler which should, with the addition of the top cushion pad, fill the carton to capacity that shall, with the flaps closed, create a tightly packed unity. All dishpack cartons shall be marked on two (2) sides with the word "UP" with an arrow pointing to the top.
- d. Filler Material: Paper pads, cellulosic (bubble pack) cushioning material, fiberboard, corrugated fiberboard, unicellular polypropylene foam, unprinted newsprint, or kraft paper shall be used as a filler.
- e. Paper Pads: New or clean, if previously used, paper pads shall be used when required. f. Wrapping Paper: Wrapping paper shall be new or clean.
- g. Paper: (Waxed or treated) All waxed paper used shall be manila wax or equivalent. Treated paper may be used if it is "Butcher" type paper.
- h. Unicellular Polypropylene Foam: All unicellular polypropylene foam wrapping material shall be new or clean and conform to specification.

5. **PACKING:** The contractor shall perform all packing in a manner requiring the least cubic measurement, producing packages that withstand normal movement without damage to container or contents and at a minimum of weight. The number and weight of containers shall not be greater than necessary to accomplish efficient movement. At the owner's request, articles such as stereo equipment shall be packed in original containers when furnished by the owner (provided the containers meet minimum standards) for shipping purposes. The member's name and general contents shall be marked on exterior of all cartons.
- a. **Books.** Books shall be packed in cartons. All books of similar size shall be packed together in rows. Pads of solid or corrugated fiberboard shall be inserted between rows and packed tightly, wedged with pads or paper if necessary to fill out the carton and prevent chafing. Books normally shall be packed not more than two (2) rows high in a carton.
 - b. **Fragile Items:** Chinaware, glassware, crockery, lamps, clocks, jardinières, statuary, vases, bric-a-brac shall be packed into dishpacks or other suitable containers. Use of clean type or other modern method (not requiring the use of excelsior or shredded paper) of packing is required.
 - c. **Electrical Equipment:** Fans, heaters, portable stoves, sun lamps, home computers, microwave ovens, and like items. Such equipment shall be completely wrapped in paper, paper pads, or unicellular polypropylene foam and then packed into an interior carton with enough padding to provide insulation necessary to prevent contact of one article with another and to eliminate movement of any article in the container. All items shall be properly wrapped and padded prior to packing into interior cartons.
 - d. **Kitchenware:** All kitchenware shall be wrapped, packed and padded to prevent rubbing and movement when packed into interior cartons.
 - e. **Linens, Clothing, Draperies, And Like Items:** When not safe for movement in drawers, chests, dressers, trunks, etc., these and similar items shall be packed into new cartons and sealed at the residence. If safe for movement in drawers, chests, etc., the items remaining shall be padded to prevent chafing or movement. Clothing on hangers in closets and draperies shall be packed into wardrobes.
 - (1) **Upright Wardrobes:** New upright wardrobes shall be used for local drayage shipments. At the option of the service member, either upright or flat wardrobe cartons shall be used in Schedule I (Outbound) shipments. If the member expresses no preference, the carrier may select the type of wardrobe used. Empty hangers shall be removed, wrapped, and packed in a separate carton. No items shall be placed in bottom of wardrobes.
 - (2) **Laydown Wardrobes:** Laydown wardrobes used for packing unaccompanied baggage and household goods shipments shall be new and of sufficient size to allow clothing to be packed flat. Stuffing, rolling, and excessive folding of items shall not be permitted. Hangers shall be removed from clothing and wrapped and packed in a separate carton.
 - f. **Fragile Articles:** Mirrors, pictures, and paintings (glass-faced or other than glass-faced paintings), glass or stone table tops, and other fragile articles requiring crating or similar protection. These articles shall be wrapped and packed in a crate or a fiberboard carton. When more than one (1) article is packed in anyone crate or carton, a divider shall be provided. No more than four (4) articles shall be packed in any one crate or fiberboard carton. Stone tabletops shall be packed separately. Small pictures, paintings, mirrors, and other articles of this type shall be packed in cartons and shall be sealed at residence.

- g. Lampshades, Ornaments, And Toys: These and other small items easily crushed shall be wrapped and placed into cartons and insulated from the carton walls and from other items. Lampshades shall be wrapped individually in tissue paper first and then with new paper or new unicellular polypropylene foam and placed into cartons to prevent shifting or damage (one per carton).
 - h. Mattresses and Box Springs: Mattresses and box springs shall be placed in new mattress cartons at the residence and sealed with tape at all joints and seams. All cartons used shall have a minimum average bursting strength of two hundred (200) pounds per square inch.
 - i. Rugs: Rugs and rug pads shall be rolled (not folded) for shipment and shall not be subsequently folded or bent. This does not apply to small throw rugs without backing.
 - j. Silverware: Each item of silverware, silver ornamentation, or brass that is not coated to prevent tarnishing shall be individually wrapped in several thicknesses of non-tarnish tissue paper or unicellular polypropylene foam. Wrapping of flatware items is not necessary in local drayage moves. Flatware items shall be stacked or nestled. When storage chests are available, flat silver shall be nested or cushioned in the chests. Holloware is soft and easily bent and shall be packed in a dishpack, preferably in top half of the carton. Each vessel and cover shall be wrapped separately with the wrapped cover inverted and placed on the vessel so the two shall be packaged as a unit.
 - k. Appliances and Washers: The contractor shall service appliances and washers as prescribed.
 - l. Unaccompanied Baggage Items: Unaccompanied baggage items shall be individually packaged in cartons consistent with the protection specified for items of household goods in the preceding paragraphs. Clothing shall not be placed loose but shall be properly packed in cartons before they are put into an outer shipping container. Fiberboard boxes may be used for items requiring interior packaging.
 - m. Expensive and Valuable Items: When an owner declares certain items as expensive and valuable, the ordering officer shall order the services under Schedule I. Packing and inventorying shall be performed only in the presence of the owner. Drayage, if required, shall be ordered by the ordering officer. Cartons for packing these items shall meet the specifications.
 - n. Upholstered Furniture: Upholstered and overstuffed (O/S) furniture items shall be wrapped and padded. No boxes, cartons, or other items shall be placed upon this type furniture. When shipped with other household goods, O/S shall be padded, blocked, and braced to preclude damage from any pressure against the upholstery including pressure from its own weight as well as from conditions external to the container.
6. EXTERIOR CONTAINERIZATION SERVICES: The contractor shall perform at the owner's residence all exterior containerization services as appropriate for the type of articles, destination, and method of shipment designated by the ordering officer.
 7. WEIGHING: The contractor, when drayage is not required, shall weigh the containerized articles on portable platform scales or bathroom scales, or upon the written authority of the ordering officer, apply a constructive weight of 11 pounds per gross cubic foot of the container.
 8. OWNER PACKED ITEMS: Items already packed by owner shall be inspected and repacked by the contractor.
 9. REMOVAL OF DEBRIS: Packing and loading at origin shall include, as a minimum, removing from the member's residence all empty contractor-provided containers, packing materials and other debris accumulated incident to packing and loading unless specifically waived by the owner in writing.

10. LOCAL TRANSPORTATION: The contractor shall exercise care in handling, loading, and padding all items loaded into a closed moving van for local drayage shipments or for movement of outbound household goods or baggage to contractor's warehouse for containerization. All cartons shall be stacked, loaded, handled, and drayed in their normal top up position unless as indicated on carton. When tailgating is authorized by the ordering officer, the load shall not extend beyond the surface of the tailgate or beyond the surface of the vehicle. The tailgated items shall be protected from inclement weather by a suitable covering.

11. CONTAINERIZATION

- a. Procedures: Containerization of outbound household goods and unaccompanied baggage shall be done at the owner's residence, unless otherwise authorized by the ordering officer. Care shall be taken to tightly pack items within the container. Articles shall be padded and stuffed so as to preclude damage. Filler material shall be used only to eliminate void spaces and is prohibited to stuff containers that have not been fully utilized. Padded bracing shall be used to prevent movement of items during transit. Large spaces shall be plugged with shock absorbent material such as Styrofoam blocks to absorb movement caused by vibration and settling. All shipments shall be protected from the elements (rain, snow, sun, etc.) and theft at all times.
- b. Planning: Containerization shall be carefully planned for the best utilization of the container and proper distribution of weight to obtain maximum stowage factors. Failure to meet the standards shall be cause for rejection of the services performed.
- c. Extra Heavy Items: Items such as upright pianos shall be raised and blocked to relieve any strain on the casters and braced with 2 X 4 lumber using cleats nailed through the plywood sheathing or the interior container frame. Braces shall be padded at compression points to prevent abrasion of finished surfaces.
- d. Large Heavy Items: Items such as refrigerators, freezers, and washers shall be placed on the floor of the container using other heavy dense articles such as footlockers, boxes of books, or dishpacks for bracing. Weight distribution shall be kept equal with the center of gravity of the container.
- e. Less Dense Articles: Items such as chairs, small electrical appliances, packed cartons, or small furniture articles shall be used in the middle layer and lightweight articles on the top layers. All space shall be filled or top bracing shall be installed in a partially filled container. Empty cartons do not suffice as bracing. Bracing shall be placed horizontally and held down by side cleats to prevent the movement of articles within the container. Cushioning material should be used to fill gaps so shifting of the articles is not possible.
- f. Bicycles: When shipped as a separate item and not included within a container, bicycles shall be packed in cartons meeting specification as a minimum. Cartons shall be constructed and fabricated in a configuration which shall permit containerization of the bicycle without removal of the front or rear wheels. For shipments other than local drayage, the handlebars shall be loosened, lowered, turned at right angle to their usual position, swung downward, and retightened. Wheels or mechanisms on multispeed bicycles shall not be removed or disassembled from the frame. Pedals shall be removed and secured on edge forward of the seat post or above back fender. Before placement into the carton, protective wrapping and padding shall be applied where necessary to prevent damage. After placement within the carton, adequate interior packaging shall be placed in void areas to prevent shifting or movement during transit. The bicycle shall be placed upright in a fiberboard container. The carton shall be sealed with a suitable tape and strapped girthwise at one-third the distance from each end. The word "UP" with an arrow pointing to the top of the carton shall be stenciled in black letters a minimum of two (2) inches high on each side.

- g. International Unaccompanied Baggage: All exterior unaccompanied baggage containers shall be sealed with accountable seals at point of pickup. Sealing shall be completed prior to any movement and the seal (control) numbers entered on the inventory. Two (2) seals, as a minimum, shall be used per box and seals shall secure the access overlap top and ends. If only two seals out of a set of four (4) are used, the seals not used should be destroyed at the time of sealing or given to the member.

12. INVENTORY

- a. Storage items: List on the inventory the general contents of items which are packed by contractor (CP) in dresser or chest of drawers, footlockers, trunks or sea bags, or indicate empty.
- b. Identification: Identify personal property by affixing a tag or tape to each article (not applicable to individual items in packing containers). Each shipment shall be separately identified by lot number except for local moves when only a single shipment is placed in the van. Each article shall be assigned a number which must correspond with the item number shown on the inventory form. The type of identification used and the method of affixing it to the article shall be such as not to damage any article so identified.
- c. Rugs and Pads: Large rugs and pads shall be listed separately by color and size on the inventory. When small rugs are listed as bundles, the number of rugs in each bundle shall be shown on the inventory.
- d. Shipments To Multiple Destinations: Whenever an owner has shipments to multiple destinations, a separate inventory shall be prepared for each shipment. At time of pickup, the contractor shall insert in the heading of the inventory (ies) the method of shipment and geographic destination of the goods.
- e. Local Drayage Moves: For local drayage moves, the original inventory shall be furnished to the ordering officer; one (1) copy shall be retained by the contractor, and one (1) copy given to the owner when loading is completed.
- f. Property Picked Up From A Military Installation Warehouse: When personal property is picked up by the contractor from a military installation warehouse, the contractor shall use the DD Form 1796, Receipt for Unaccompanied Baggage, prepared by the installation warehouseman and signed by the member as the original transfer document. The package numbers on the DD Form 1796 shall be cross-referenced on the contractor's inventory and packing list when over packing is required.

13. APPLIANCE SERVICING AND UNDERSERVICING: The contractor shall service appliances by securing the item in such a manner that it shall withstand handling and transportation. After servicing, a tag or label shall be attached to the appliance to indicate that it must be serviced at destination prior to its use (reversing the process performed at origin). Tagging is not required on local moves. Servicing and un-servicing of appliances shall not include connecting or disconnecting services. This is the responsibility of the owner.

- a. Washers: Washers requiring servicing shall be secured with washer kits, washer packs, washer locks, or special plastic inserts. The use of sheet fiberboard or cardboard shall not be used. Hoses shall be removed, wrapped, and placed in drum of washers.
- b. Record Players: The tone arm of a record player shall be secured with tape and the turntable shall be anchored with the built in screws, when present.

- c. Loose parts of refrigerators, freezers, and stoves shall be secured to prevent movement or removed and packed separately. Electrical cords shall be secured.
 - d. Unusual Items: Items of unusual nature may require service by a third party which is arranged by the contractor. The contractor shall not arrange for third party servicing without the authorization of the ordering officer. The charges for third party service shall be billed by the contractor as a separate charge on the invoice and supported with two (2) copies of the third party company's invoice. Examples of items of an unusual nature are: shrinks, wall units and grandfather clocks.
14. OVERFLOW AND OVERSIZE ITEMS: Containers for overflow and outside items such as rugs and sofas, shall be constructed in accordance with specifications and caulked during assembly.
- a. Markings: Each interior package and carton shall be marked to indicate the general contents and member's last name. Markings shall be done legibly with a broad felt-tip marker. All marking shall be on the container not on the tape.
 - b. Unaccompanied Baggage: Unaccompanied baggage shipments shall be limited to a gross of fifteen (15) cubic feet and three hundred (300) pounds. Larger shipments of unaccompanied baggage may be placed into tri-wall fiberboard containers up to a gross of seventy (70) cubic feet. The contractor shall secure these containers on wooden pallets for handling with a forklift. This applies to domestic and overseas shipments unless large containers are approved by the ordering officer. Telescoping of exterior shipping containers shall not be authorized.
 - c. Sealing and banding of fiberboard shipping containers shall be as follows:
 - (1) The contractor shall seal fiberboard shipping containers at the owner's residence by sealing all seams and joints with pressure sensitive tape. The tape shall be a minimum of six (6) inches over each seam or joint edge.
 - (2) Fiberboard shipping containers of fifteen (15) cubic feet or more shall have 2 (two) additional strips of tape, one on each side half overlapping the first tape, so that the seam when taped, is a minimum width of 4 (four) inches. When completed, the middle seam where the flaps come together and the edges of the flaps shall all be similarly taped.
 - (3) The contractor shall band fiberboard shipping containers either at owner's residence or contractor's facility with flat steel banding or nonmetal banding which conform to commercial standards. The banding shall be tensioned to affect an adequate closure without damaging the fiberboard.
 - (4) Fiberboard containers in excess of fifteen (15) cubic feet shall be banded both vertically and horizontally. One (1) band shall be placed vertically at each end of each side encircling the top, sides and bottom and one band placed horizontally encircling the ends and sides.
 - d. Trunks and Footlockers: Trunks and footlockers may contain a properly packed quantity of household goods that is reasonable for the construction and condition of the container. All trunks and footlockers when used as an exterior shipment container, shall be covered girth wise with double-faced corrugated fiberboard and strapped with steel strapping. Two (2) straps shall encircle the top, bottom, and sides of the item and one strap around the sides and ends.
15. VEHICLES: Vehicles used for pickup and delivery shall be either closed moving van or a flatbed type vehicle for hauling containers.

- a. Vans: Vans shall be clean and free from holes or conditions which would permit the entry of water. Doors when closed shall fit tightly and securely. Equipment within the van shall be in good repair. Furniture pads shall be clean, in good condition, and in sufficient quantity. The vehicle shall be free of obvious defects to wheels, brakes, hitches, safety devices and leaks in systems containing liquids or air. Vehicles in violation shall be rejected and replaced with a satisfactory vehicle prior to completion of services.
 - b. Flatbed or Open-Type Vehicles: When flatbed or open-type vehicles are used to transport containerized personal property, a weatherproof tarpaulin of sufficient size to fully cover the cargo shall be used when local weather conditions dictate. Such protective covering shall be available on the vehicle when laden with property subject to this contract.
16. STORAGE: Shipment shall not be de-containerized prior to delivery to residence unless ordered by the ordering officer.
- a. Rugs and Carpets: Rugs and carpets shall be fully covered and stored on racks in a horizontal position without folding.
 - b. Upholstered Furniture: Upholstered and overstuffed furniture items stored loose on racks shall be placed in an upright (normal) position and covered and protected against dust. No boxes, cartons, or other items shall be placed upon this type furniture. When items are placed in individual room storage or when containers are used for warehouse storage, they shall have protection, padding, blocking, and bracing to preclude damage from any pressure against the upholstery including pressure from its own weight as well as from conditions external to the container.
 - c. Hard Surfaces: All articles having surfaces susceptible to damage by scratching, marring, and similar hazards shall be covered with appropriate padding and stored in such a manner to afford protection.

17. FACILITIES

- a. Minimum Qualifications: The minimum standard for qualification of a contractor's warehouse is that it must either have (1) an acceptable automatic sprinkler system or (2) a supervised fire detection and reporting system. Installed fire protection systems must be accredited by the cognizant fire insurance rating organization for insurance rate credit. Additionally, the facility shall be protected by an adequate water supply for firefighting and a fire department which is responsive twenty-four (24) hours a day. Statements for the cognizant fire insurance rating organization, municipal fire department, or local authority, having jurisdiction, 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.
- b. Warehouse Upkeep: The contractor shall perform good warehouse keeping practices. The warehouse shall show no evidence of insect or rodent infestation and a periodic program shall be established, either self-administered or provided by a reputable outside firm, for the control and extermination of insects and rodents. The warehouse shall afford adequate protection from pilferage and theft. There shall be suitable provision for the collection and disposal of packing materials, crates, and other similar trash. Dust and dirt shall not be prevalent. Working supplies shall be properly located; and equipment shall be maintained in good condition. The outside area shall be maintained in compliance with National Fire Protection Association (NFPA) standards or in accordance with local fire and building codes. Trash and other debris for all outbound and inbound shipments within the warehouse.

18. DELIVERY, UNPACKING, UNLOADING, AND LOSS AND DAMAGE REPORTS: The contractor shall have all tools for reassembling on hand. The contractor shall at all times protect the shipment from the elements (rain, snow, sun, etc.) and theft.
- a. Recording Damage Or Loss: When unloading or unpacking articles at the destination residence, the contractor shall, in coordination with the owner, check the inventory prepared at origin and inspect each article for loss or damage. The contractor shall record damage and loss on a DD Form 1840, Joint Statement of Loss or Damage at Delivery (Attachment 3, form A-9). The DD Form 1840 shall indicate any difference in count and condition from that shown on the inventory prepared at origin and shall be jointly signed by the contractor and the owner. For split shipments or partial deliveries, a DD Form 1840 shall be completed whenever property is delivered to member.
 - b. Report Copies: The DD Form 1840 shall be prepared in five (5) copies by the contractor. The contractor shall furnish the member three (3) copies of the completed form and obtain a receipt; therefore, on the space provided on the form and provide the member three (3) copies of the DD Form 1840R, Notice of Loss or Damage (Attachment 3, form A-10). The contractor shall furnish the ordering officer a completed copy of the form within seven (7) workdays after delivery. One (1) copy of the form shall be held in the contractor's files for further reference.
19. DOCUMENTATION AND REPORTS: GBLs and similar documents covering outbound shipments shall be picked up from the ordering officer by the contractor each workday or obtained in accordance with locally established procedures such as mail or courier.
- a. On outbound shipments, the contractor shall complete by typing information on the original GBL, SF1203 and all copies, as follows and distributed.
 - (1) Block 26 (Packages): Enter the number and kind of containers, such as 1 F/L, 2 CTNS, etc.
 - (2) Block 27 (Description of Shipment): Enter the aggregate weight and cube of the total number of each different type of container shown in block 26.
 - (3) Block 28 (Weight): Enter the gross, tare, and net weight.
 - b. On outbound overseas shipments, the contractor shall complete by typing information on the original Transportation Control and Movement Document (TCMD), DD Form 1384 (Attachment 3, Form A-11) and all copies, as follows and distributed.
 - (1) Block 22 (Pieces): Enter the total number of pieces in the shipment.
 - (2) Block 23 (Weight): Enter the gross, tare and net weight.
 - (3) Block 24 (Cube): Enter the total cube of the shipment.
 - c. Carrier Pickup of Shipments: Within one (1) workday after the property is ready for shipment, the contractor shall contact the assigned carrier, as indicated on the GBL, to arrange for pickup. When shipments are not picked up by the assigned carrier by close of business of the next workday following the day the contractor notified the carrier, the contractor shall notify the ordering officer of the carrier's failure to pickup the shipment not later than 9 a.m. of the following workday.
 - d. Copies: On all outbound shipments moving by GBL the contractor shall surrender the original and copies 2, 3, and 4 of the GBL to the carrier when shipment is picked up and return copies 5, 6, and

7 of the GBL to the ordering officer not later than COB the next workday after the day the shipment is picked up. All copies of GBL returned to the ordering officer shall bear a legible pickup date and signature of the carrier's representative. For outbound shipments, the contractor shall furnish the ordering officer the completed inventory, packing list and weight tickets not later than four (4) workdays from date of pickup for household goods and three (3) workdays from date of pickup for unaccompanied baggage shipments.

- e. Transportation Control Movement Document (TCMD): One (1) completed copy of the TCMD shall be placed in the waterproof envelope on the number one (1) container and three (3) copies shall be given to the carrier.
- f. Outbound Shipment Delivery: For outbound shipments requiring drayage to an air or water terminal within the contract area of performance, the contractor shall deliver the shipment to the designated terminal within five (5) working days of request by the ordering officer for unaccompanied baggage, or six (6) working days of request by the ordering officer for household goods. For shipments drayed to a terminal, the delivery receipt or after transfer document shall be returned to the ordering officer not later than the next workday following delivery.
- g. Inbound Shipments Delivery: For inbound shipments the contractor shall furnish the ordering officer the written receiving notice not later than the next workday following the arrival of the shipment.
- h. Reweigh: When a reweigh is ordered, the contractor shall furnish the ordering officer weight tickets in duplicate within seven (7) workdays of completion of the service.
- i. Local Drayage Shipments: For local drayage shipments, the contractor shall furnish the ordering officer completed weight tickets and inventory not later than seven (7) workdays after delivery.
- j. Weight Ticket: When the weighing of a shipment at origin is witnessed by the PPSO or weighed on a Government scale, the back of all copies of the weight ticket shall be annotated with the statement "weight observed" or "weighed on Government scale," and verified by the signature of the PPSO. The number 7 copy of the GBL (property received copy) shall be similarly annotated prior to mailing to the destination PPSO. The PPSO shall not reweigh shipments that are so monitored at origin unless:
 - (1) Service is requested by the number.
 - (2) The member is near to or has exceeded the maximum weight allowance entitlement.
 - (3) Doubt exists as to the accuracy of the original weight.
- k. Notification: When the contractor's facility is located in a town, city, or metropolitan area other than the location of the PPSO, telephone notification of completed containerization or arrival of shipments shall be considered as meeting the requirements for written notification. However, the contractor shall mail the applicable written notification to the ordering officer within one (1) workday following the day of telephone notification.

PERFORMANCE REQ. SUMMARY

Contract/Task Order Performance Requirements Summary

Performance Objective	Performance Standard	Acceptable Quality Level (AQL)	Method of Surveillance
Proper Packing/Loading/Containerization of Personal Property for Onward Movement.	Part 1, Paragraph A.4, Paragraph A.7	No more than 3% of total number of shipments are incorrectly packed / loaded / containerized per month.	Periodic Inspection
On time Pick- up/Delivery of Personal Property	Part I, Paragraph A.3	No more than 5% per month of the total number of shipments are validated customer complaints for untimely pick-up/ delivery.	Periodic Inspection
Timely pick-up/ return, proper preparation of documentation	Part I, Paragraph A.2.i, Paragraph A.8.a, Paragraph A.8.c, Paragraph A.8.i	98% on time return of completed, accurate, legible documentation of PPSO per month. 96% on time pick-up of documentation from PPSO per month.	Periodic Inspection
Accurate invoicing of charges	Part 3, Paragraph 4	98% error free invoice submission rate per month.	Periodic Inspection
Maintain adequate facilities and serviceable equipment	Part 1, Paragraph A.10, Paragraph A.7.h	Less than three (3) violations per quarter based on inadequate facilities or unserviceable equipment as outlined in DTR, Appendix E.	Periodic Inspection
Protection and Accountability of Government Owned Containers (GOCs)	Part I, Paragraph A.7.a, Paragraph A.7.a(1), Paragraph A.7.e, Paragraph A.7.g(1), Paragraph A.7.g(2)	No more than 2% of total number of GOCs improperly protected during this quarter. Less than two (2) failures per month to re-coop GOCs within specified time frame.	Periodic Inspection

As requirements arise, orders will be issued by the authorized ordering personnel listed below. Order coordination and placement will be at minimum 24 hours prior to needed service. If at any time an order is placed later than that timeframe the order will be based on availability and will not be a negative performance indicator to the contractor. All orders issued hereunder are subject to the terms of this contract. Records of verbal contract orders will consist of the following: 1) Authorized caller's name; 2) Order number and date of order; 3) Contract number; 4) Services required; and 5) Start and completion date.

Authorized Ordering Personnel under this Requirements Contract (all ordering done through Fort Belvoir Office):

Mr. Darren Addison
Ms. Brenda Aguilar
Ms. Wilma Campbell
Mr. Jose Dixon
Ms. Valerie January
Ms. Mary Marinier
Mr. Kavin Owens
Ms. Kayla Revell
Ms. Barbie Rodrigo
Ms. Kristy Wickens
Ms. Rowena Duquez

JPPSOMA Mailing Address:
9325 Gunston Road
Building 1466 Suite-N207 Fort
Belvoir, VA 22060-5580

ATOPSEC

Identification for Contractor personnel

The company will have a law enforcement background and NCIC check completed for all employees who will be entering Army-controlled installations or facilities (central area/Restricted area). Documentation of these checks will be made available to the COR upon request.

The company will provide to the COR, ten days in advance of the event, names and Social Security numbers of all employees who will be entering Army-controlled installations or facilities.

The company will ensure that its employees entering Army-controlled installations or facilities have obtained access badges and passes (*if required*) in accordance with facility regulations and that these badges and passes are obtained in advance so as not to delay the accomplishment of contracted services.

The company will return all issued U.S. Government Common Access Cards, installation badges, and/or access passes to the COR when the contract is completed or when a contractor employee no longer requires access to the installation or facility.

DOD Level I Antiterrorism (A1) Standards

(a) Pursuant to Department of Defense Instruction Number 0-2000.16, "DoD Antiterrorism (AT) Program Implementation: DoD AT Standards," dated May 8, 2017, each contractor employee requiring access to a Federally controlled installation, facility and/or Federally-controlled information system(s) shall complete Level I AT Awareness Training on an annual basis and receive a certificate of completion. The training is accessible from any computer and is available at <http://jko.iten.mil/> follow the below instructions:

1. Click - DOD CAC or No DOD CAC
2. Next click - I am a U.S. mil, government civil servant, or contract employee
3. Next click - I've been directed to take required training on JKO
4. Next click - Courses
5. I do not have a .MIL, .GOV, or NDU.EDU address or I am a Multi-National Student
6. Fill out the contact sheet and email to sponsor (COR)
7. Sponsor (COR) will email to the JKO help desk

The COR and contractor are responsible for ensuring that all applicable employees have completed antiterrorism awareness training and shall certify that their workforce has completed the training through the submission of completion certificate(s) to the Contracting Officer and the Contracting Officer's Representative (if appointed) within five working days after contract award or prior to access to a Federally controlled installation or information system.

(b) In the event that the automated system is not available (e.g., server problems), Level I AT Awareness Training can be provided by a qualified instructor. However, if the training is not completed online, the Level I AT Awareness Instructor qualification must be coordinated with the Installation Antiterrorism Officer (or Installation Security equivalent) and the resultant name(s) of approved instructors shall be provided the contracting officer or designee along with all associated cost or schedule impacts to the contract. (c) Antiterrorism performance (Level I AT Awareness Training attendance and compliance) may be documented as a performance metric under the resultant contract and be part of past performance information in support of future source selections.

(a) Will ensure that all contractors/subcontractors are processed for a background check or National Agency Check with Inquiry (NACI) as needed. The background check is the minimal investigation to be adjudicated for a USMA Identification Card (yellow badge) versus the NACI, which requires fingerprinting and submission of EQIP. NACIs are required for contractors/subcontractors that require a CAC and/or government computer accounts.

(b) Will ensure that the USMA Form 13-16, Personnel Background Check, dated Apr 06, is correctly completed, and signed by the COR who is a properly cleared Federal Employee.

(c) Will ensure that the USMA Form 13-16, Personnel Background Check, dated Apr 06, is submitted within 10 days prior to personnel starting projects on West Point, depending on when contract is awarded, and work is scheduled to start. Waivers are made for the 10-day suspense on a case-by-case basis, in emergency situations as needed only.

(d) Will ensure that all identified contractors requiring a CAC and/or government computer access, submit fingerprints and complete a NACI investigation submission via EQIP, prior to being issued a CAC and/or given access to the government computer network.

(e) Will ensure that all government issued identification and vehicle stickers are confiscated from contractors/subcontractors upon termination of employment or end of project. These items will be returned to MPD and DES.

(f) Will ensure that all contractors requiring access to the Installation have completed antiterrorism awareness training and shall certify that their workforce has completed the training through the submission of completion certificate(s) to the Contracting Officer Force Protection Conditions (FPCON's) Clause.

1. During higher Force Protection Conditions (FPCON's) Contract personnel are required to comply with all Antiterrorism policies and procedures while on the installation. Contract personnel may be directed to enter the installation through certain access control points where they can best be identified and searched. Contractor personnel may be prohibited from certain portions of the installation during exercises and actual emergencies.
2. Contractors will comply with parking restrictions and will not park in unauthorized parking areas or within 82 feet of an inhabited building when directed.
3. Access control roster (personnel and vehicles) must be provided. Names/ vehicles verified by the company and received background screening. Substitutes receive same vetting process prior to work.
4. All contractor personnel and vehicles are subject to search while on the installation.
5. In the event of an identified restricted/exclusion area, the contractor personnel will not be authorized without specific permission or an escort.
6. Access may be denied during increased readiness or Force Protection Conditions (FPCON's).

Alien Employment

The contractor shall not employ any alien who does not have a valid US Immigration 1-551 or 1-94. The contractor shall provide valid social security numbers and citizenship status of all employees to the Government, upon request.

E-Verify

E-Verify is an Internet based system operated by the Department of Homeland Security (DHS) in partnership with the Social Security Administration (SSA) that allows participating employers to electronically verify the employment eligibility of their newly hired employees. E-Verify is currently free to employers and is available in all 50 states. E-Verify provides an automated link to federal databases to help employers determine employment eligibility of new hires and the validity of their Social Security numbers. E-Verify are the best means for determining employment eligibility of new hires and the validity of their Social Security numbers.

Contractors shall use E-Verify on all employees that will be working on this installation, under this contract. This shall be done prior to the employee starting work on the installation.

For E-Verify information: www.dhs.gov/E-Verify 1-888-464-4218

The United States Government has adopted a zero-tolerance policy regarding trafficking in persons. Additional information about trafficking in persons may be found at the website for the Department of State's Office to Monitor and Combat Trafficking in Persons' at <http://www.state.gov/g/tip>. Government contracts shall-

(a) Prohibit contractors, contractor employees, subcontractors, and subcontractor employees from -

1. Engaging in severe forms of trafficking in persons during the period of performance of the contract.
2. Procuring commercial sex acts during the period of performance of the contract; or
3. Using forced labor in the performance of the contract.

(b) Require contractors and subcontractors to notify employees of the prohibited activities described in paragraph (a) of this section and the actions that may be taken against them for violations; and

(c) Impose suitable remedies, including termination, on contractors that fail to comply with the requirements of paragraphs (a) and (b) of this section.

Contractor Vehicles

Ensure the contractor understands the parking policy dated 22 September 2014. Under no circumstances will contractors park in Central Parking Area (CPA) Lots

The local general, visitor, and government designated parking areas SHALL NOT be used by the contractor. No general contractor or subcontractor employee parking is available near the immediate site. The contractor will need to identify and locate parking facilities for general and subcontractors off of West Point and provide a means for shuttling workers to the site. West Point shuttle services will not be used for transporting workers to the site.

Contractors and construction vehicles can only park in pre-approved designated staging areas or as identified in their contract. Central Area Parking is reserved for Staff and Faculty and requires a special pass. In accordance with AR 190-5, persons who operate a motor vehicle on West Point shall be deemed to have given consent for the removal and temporary impoundment of the privately owned vehicle (POV) and construction equipment when it is:

- (a) Parked illegally
- (b) Interfering with operations
- (c) Creating a safety hazard
- (d) Left unattended in a restricted or controlled area
- (e) Parked in a Central Parking Area (CPA) lot without the proper CPA Pass
- (f) Parked in a reserved space authorized by the Installation Commander

The COR overseeing the contract will review and coordinate all contractor pass requests.

52.212-1 ADDENDUM**52.212-1 ADDENDUM****INSTRUCTIONS TO OFFERORS**

**BID PREPARATION INSTRUCTIONS
For
Packing, Containerization and Local
Drayage Of
Direct Procurement Method (DPM) Personal
Property Shipments
W911SD-23-R-0018**

The following instructions prescribe the format for the bid and describe the approach for the development and presentation of bid data. These instructions are designed to ensure the submission of necessary information to provide for the understanding and comprehensive evaluation of bids.

In the sealed bidding procedures, the price alone will determine the "Apparent Low Bid"; however, the submission of a low bid does not in and of itself determine responsibility and responsiveness of a bidder and therefore, it is necessary to require additional information in order that the Contracting Officer may make an award based on the lowest overall priced responsive and responsible bidder.

Evaluation and award will be made in accordance with FAR Provision 52.214-10 Contract Award -- Sealed Bidding, which is incorporated by full text in this solicitation.

1. BID SUBMISSION

- a. Bid Due and Bid Opening date is **14 February 2023 NLT 11 am. Eastern Standard Time (EST)**.
- b. Bid shall be submitted prior to the due date and time to the following address:
Mission and Installation Contracting Command (MICC)-West Point
ATTN: Tara D'Amico, Contract Specialist.
681 Hardee Place 1st Floor,
Room 100
West Point, NY 10996
- c. Bid shall be submitted in a sealed envelope with the following information on the outside:
 - a) Invitations For Bids Number
 - b) Contract Specialist Name
 - c) Date and Time of Bid Opening
 - d) Bidders name and address

Please do not count the shipping/mailling envelope/box as your sealed envelope. Shipment packaging shall be able to be removed and still maintain the integrity of the scaled bid package.

- d. Bid **MUST** be submitted via mail or hand carried to the MICC - West Point office to be received and time stamped prior to the due date and time listed. Bids received after this date and time, or bids received via fax or email will not be considered and will be ineligible for award. (NOTE: Formal Bid Opening will be at the same address as in 1.b. in Room 106)

- e. The bidder's failure to include information required by this solicitation will result in the bid submission being found non-responsive and will therefore be ineligible for award.

2. BID PREPARATION INSTRUCTIONS

- a. The bidder's documentation specified below will constitute the bidder's acceptance of the terms and conditions of the Invitation For Bid (IFB), proposed contract type, and concurrence with the Performance Work Statement (PWS) and other applicable documents.
- b. All referenced documents for this solicitation are available at the Government Point of Entry at <https://www.sam.gov>. Potential bidders are encouraged to subscribe for real-time e-mail notifications when information has been posted to the website for this solicitation.
- c. The bidder shall provide two (2) hard copies ensuring that one (1) has an **original signature**.

3. SUBMISSION OF BID CONTENT

The Bid Package consists of a completely filled out Standard Form 1449 Solicitation/Contract/Order for Commercial Items

Complete blocks 12, 17a, 30a, 30b, and 30c of the Invitation for Bid, Standard Form 1449. Block 17a must include name and complete address, including street, city, county, state, and ZIP code. Block 30a must contain an original signature. The information in blocks 30a and 30b must represent the name, title and telephone number of the company/division point of contact regarding decisions made with respect to the bidder's submission and who can obligate the bidder's company contractually. In doing so, the bidder agrees to the contract terms and conditions as written in the IFB.

Insert prices in each biddable item on the bid schedule (Section SF 1449 - CONTINUATION SHEET) and Attachments A, AI, A2, A3, and A4. The Recapitulation Schedules in Attachments A, AI, A2, A3, and A4 indicate that the price to be entered is a summary (total) of the preceding schedule and that this total price is what is to be entered into the applicable line item as a price for the applicable schedule (e.g. CLIN 0001 Area I Schedule I, CLIN 0002 Area I Schedule II, etc.).

The bidder shall provide a Unit Price, not to exceed two (2) decimal places, for each CLIN for the base period and each option year for those Area and Schedule CUNs for which the bidder is submitting a bid. For those Area and Schedule CLINs for which the bidder is NOT submitting a bid, please insert

"N/A." Failure to provide complete pricing information shall render the bid non-responsive and shall eliminate the bidder from competition.

Unless otherwise provided in this solicitation, the bidder shall state prices in amounts per hundred pounds on gross or net weights, whichever is applicable. All charges shall be subject to, and payable on, the basis of 100 pounds minimum weight for unaccompanied baggage and a 500 pound minimum weight for household goods, net or gross weight, whichever is applicable.

Bidders are required to consider inflationary factors and market trends in developing unit prices for items listed in the option years; no separate economic price adjustment clause will be used under this contract. All prices bid in response to this solicitation must include all costs associated with the requirements detailed in the PWS.

When drayage is necessary for the accomplishment of any item in the bid schedule, the bidder shall include in the unit price any costs for bridge or ferry tolls, road use charges or similar expenses.

Additional Information:

Amendments may be made to the original IFB and will be posted at:
<https://www.sam.gov>.

All questions must be received NLT 12 pm. Eastern Standard Time (EST) on 2 February 2023. Questions received after this time/date will not be considered.

The Contractor shall acknowledge all amendments to the IFB. Failure to acknowledge amendments will make bids non-responsive (see FAR 52.214-3 for instructions on how to acknowledge amendments).

In order to assist in a responsibility determination, the apparent low bidder may be required to submit three (3) references. Bidders shall be prepared to send the reference details within 24 hours of request. References shall include Company Name, Point of Contact, Phone, Email, Contract Number or Title of work done, Value of Contract and Dates of Performance. References are NOT REQUIRED to be submitted with the bid.

Requirements Other than Pricing:

Bidders must complete the fill-in portions of the Clauses Incorporated by Full Text.

PRICE EVALUATION

- a) The Government will evaluate bids on the basis of total aggregate price of all items within an Area and Schedule (e.g. Area I Schedule I, Area I Schedule II, etc.) included in Attachments A, A1, A2, A3, and A4.
 - 1) A bidder must provide pricing on all items within a specified Area and Schedule. Failure to do so shall be cause for rejection of the bid for that Area and Schedule. If there is to be no charge for an item within a specified Area and Schedule, an entry such as "No Charge," "N/C," "Zero," or "0," must be made in the unit price column.
 - 2) Any bid which stipulates minimum charges or graduated prices for any or all items within a specified Area and Schedule shall be considered unacceptable and rejected for that Area and Schedule.
- b) The Contracting Officer will evaluate bids on the basis of advantages or disadvantages to the Government that might result from making more than one award (multiple awards) in accordance with FAR Provision 52.214-10 Contract Award-- Sealed Bidding.
 - 1) In making this evaluation, the Contracting Officer will assume that the administrative cost to the Government for issuing and administering each contract awarded under this solicitation would be \$500.
 - 2) Individual awards will be for the items and combination of items which result in the lowest aggregate cost to the Government, including the administrative costs in paragraph (b)(1).
- c) Notwithstanding paragraph (a), when "additional services" are added to any Schedule, such "additional services" items will not be considered in the evaluation of bids.
- d) In accordance with FAR Subpart 13.5, Simplified Procedures for Certain Commercial Items, simplified acquisition procedures will be used, therefore price will be evaluated using one or more of the price analysis techniques in FAR 13.106-3(a). The Government will evaluate bids for award purposes by adding the total price for all options to the total price for the basic requirement. As part of price evaluation, the Government will evaluate its option to extend services (see FAR Clause 52.217-8) by adding one-half of the bidder's final option year price to the bidder's total price. Thus, the bidder's total price for the purpose of evaluation

will include the base period, first option year, second option year, third option year, fourth option year, and one-half of the fourth option year. Bidders are not required to enter a price for the six- month period.

52.212-2 ADDENDUM

52.212-2 EVALUATION--COMMERCIAL ITEMS (OCT 2014)

II. Addendum to FAR Clause 52.212-2 Evaluation – Commercial Items

**Evaluation Factors
for Award**

Basis for Contract Award.

PRICE EVALUATION

A Price Only approach will be used; the capability criteria are described herein. The policies and procedures under the Federal Acquisition Regulation (FAR) Part 13.5, Simplified Procedures for Certain Commercial Items in conjunction with FAR Part 14, Sealed Bidding will be utilized for this procurement. The Government will award a contract resulting from this solicitation to a responsible Contractor whose proposal conforms to the solicitation and will be most advantageous to the Government.

The award will be made to the lowest priced proposal.

In accordance with FAR Subpart 13.5 Simplified Procedures for Certain Commercial Items, simplified acquisition procedures will be used, therefore, price will be evaluated using one or more of the price analysis techniques in FAR 13.106-3(a). The Government will evaluate bids for award purposes by adding the total price for all options to the total price for the basic requirement. As part of the price evaluation, the Government will evaluate its option to extend services (see FAR Clause 52.217-8) by adding one-half of the bidder's final option year price to the bidder's total price. Thus, the bidder's total price for the purpose of evaluation will include the base period, first option year, second option year, third option year, fourth option year, and one-half of the fourth option year. Bidders are not required to enter a price for the six-month period.

WAGE DETERMINATION

WAGE DETERMINATION

US DOL EMPLOYMENT STANDARDS

Department of Labor Wage Determination Dutchess County, #2015-5777 Rev 20, dated 27 June 2022 is incorporated into this solicitation and is available at <https://sam.gov/>.

Department of Labor Wage Determination Orange County, #2015-4159 Rev 20, dated 27 June 2022 is incorporated into this solicitation and is available at <https://sam.gov/>.

Department of Labor Wage Determination Ulster County, #2015-4155 Rev 21, dated 27 June 2022 is incorporated into this solicitation and is available at <https://sam.gov/>.

Department of Labor Wage Determination Sullivan County, #2015-4175 Rev 21, dated 27 June 2022 is incorporated into this solicitation and is available at <https://sam.gov/>.

Department of Labor Wage Determination Rockland/Westchester County, #2015-4187 Rev 23, dated 27 June 2022 is incorporated into this solicitation and is available at <https://sam.gov/>.

Department of Labor Wage Determination Putnam County, #2015-5773 Rev 20, dated 27 June 2022 is incorporated into this solicitation and is available at <https://sam.gov/>.

Department of Labor Wage Determination Fairfield County, #2015-4113 Rev 23, dated 27 June 2022 is incorporated into this solicitation and is available at <https://sam.gov/>.

LIST OF ATTACHMENTS

List of Attachments:

Number	Description	# of Pages
1	Attachment A: Base Period (28 February 2023 – 27 February 2024)	63
2	Attachment A1: Option Year 1 (28 February 2024 – 27 February 2025)	63
3	Attachment A2: Option Year 2 (28 February 2025 – 27 February 2026)	62
4	Attachment A3: Option Year 3 (28 February 2026 – 27 February 2027)	63
5	Attachment A4: Option Year 4 (28 February 2027 – 27 February 2028)	61
6	Attachment G1: Figures	10

7	Attachment G2: Publications and Commercial Standards	2
8	Attachment G3: Contractor Documents Requirement Listings	18
9	Attachment G4: Definitions	4
10	Attachment G5: Acronyms	2
11	Attachment G6: DPM Claims and Liability Procedures	20
12	DPM Invoice Entry Instructions	21

SERVICE CONTRACT REPORTING

The Service Contract Reporting (SCR), formerly Contractor Manpower Reporting Application (CMRA), is a business process that has been approved by the Secretary of the Army as the means for collecting information on contracts that provide services to the Department of the Army.

The contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the ARMY via a secure data collection site. The contractor is required to completely fill in all required data fields using the following web address: <https://www.sam.gov>.

Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year, beginning with 2020. Contractors may direct questions to the help desk at help desk at: <https://www.sam.gov>.

BILLING INSTRUCTIONS

Billing Instructions:

Invoices shall be submitted using the Direct Procurement Method (DPM) Third Party Payment System (TPPS) process only. The current TPPS is US Bank. US Bank will impose a surcharge not to exceed 2% for processing DPM invoices. The contractor will be reimbursed the current US Bank surcharge rate not to exceed 2% for each invoice.

Payment will be made by TPPS, West Point, NY 10996. The TPPS is US Bank.

DPM Invoice Entry Instructions are attached to the solicitation.

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	CLIN 0001 Outbound - Orange County FFP Outbound - Orange County, NY FFP Area I, Schedule I. Soldiers and Civilians. Pack, crate, and pick-up personal items at their quarters, and ship them to their next duty station. Estimated weight per shipment: 1,000 lbs. Base Period. In accordance with the Performance Work Statement, Pricing Schedules and Attachments. See Attachment A for item description and to input pricing. FOB: Destination FOB: Destination PURCHASE REQUEST NUMBER: 0011876439 PSC CD: V003	1	Months		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	CLIN 0002 Inbound - Orange County FFP Inbound - Orange County, NY - Inbound FFP Area I, Schedule II. Provide storage if necessary and deliver items after member is assigned new quarters. Estimated weight: 1,000 lbs. per delivery. Base Period. In accordance with the Performance Work Statement, Pricing Schedules and Attachments. See Attachment A for item description and to input pricing. FOB: Destination FOB: Destination PURCHASE REQUEST NUMBER: 0011876439 PSC CD: V003	1	Months		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	CLIN 0003 -Local Move - Orange County FFP Local Move - Orange County, NY - Intra-City Area I, Schedule III. Inbound / Outbound Local Moves. Soldiers and Civilians. Pack, crate, and pick-up personal items at their quarters and deliver them to their next set of quarters. Base Period. In accordance with the Performance Work Statement, Pricing Schedules and Attachments. See Attachment A for item description and to input pricing. FOB: Destination FOB: Destination PURCHASE REQUEST NUMBER: 0011876439 PSC CD: V003	1	Months	FFP	

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	CLIN 0004 -Graduate Moves- Orange County FFP Graduate Moves- Orange County, NY – Graduating Cadets and Cadet Candidates FFP Area I, Schedule IV. Outbound. Pack, crate, and pick-up personal items at their quarters and deliver them to their next duty station. Estimate Weight: 350 lbs. per shipment. Base Period. In accordance with the Performance Work Statement, Pricing Schedules and Attachments. See Attachment A for item description and to input pricing. FOB: Destination FOB: Destination PURCHASE REQUEST NUMBER: 0011876439 PSC CD: V003	1	Months		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	CLIN 0005 Outbound Rockland/Westchester FFP Outbound Rockland/Westchester Counties, NY Area II, Schedule I. Soldiers and Civilians. Pack, crate, and pick-up personal items at their quarters, and ship them to their next duty station. Estimated weight per shipment: 1,000 lbs. Base Period. In accordance with the Performance Work Statement, Pricing Schedules and Attachments. See Attachment A for item description and to input pricing. FOB: Destination FOB: Destination PURCHASE REQUEST NUMBER: 0011876439 PSC CD: V003	1	Months		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006	CLIN 0006 - Inbound Rockland/Westchester FFP Inbound Rockland/Westchester Counties, NY. FFP Area II, Schedule II. Provide storage if necessary and deliver after member is assigned new quarters. Estimated weight per shipment: 1,000 lbs. Base Period. In accordance with the Performance Work Statement, Pricing Schedules and Attachments. See Attachment A for item description and to input pricing. FOB: Destination	1	Months		
	FOB: Destination PURCHASE REQUEST NUMBER: 0011876439 PSC CD: V003				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007	CLIN 0007 Local Move Rockland/Westcheste FFP Local Move Rockland/Westchester Counties, NY-Intra City. FFP Area II, Schedule III. Inbound/Outbound Local Moves. Soldiers and Civilians. Pack, crate, and pick-up personal items at their quarters, and ship them to their new quarters. Base Period. In accordance with the Performance Work Statement, Pricing Schedules and Attachments. See Attachment A for item description and to input pricing. FOB: Destination	1	Months		
	FOB: Destination PURCHASE REQUEST NUMBER: 0011876439 PSC CD: V003				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008	CLIN 0008 - Outbound- Dutchess/Putnam FFP Outbound- Dutchess/Putnam Counties, NY. Area III, Schedule I. Soldiers and Civilians. Pack, crate, and pick-up personal items at their quarters and ship them to their next duty station. Estimated weight: 1,000 lbs. per shipment. Base Period. In accordance with the Performance Work Statement, Pricing Schedules and Attachments. See Attachment A for item description and to input pricing. FOB: Destination	1	Months		
	FOB: Destination PURCHASE REQUEST NUMBER: 0011876439 PSC CD: V003				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009	CLIN 0009 - Inbound- Dutchess/Putnam FFP Inbound- Dutchess/Putnam Counties, NY. Area III, Schedule II. Provide storage if necessary and deliver items after member is assigned new quarters. Estimated weight: 1,000 lbs. per delivery. Base Period. In accordance with the Performance Work Statement, Pricing Schedules and Attachments. See Attachment A for item description and to input pricing. FOB: Destination	1	Months		
	FOB: Destination PURCHASE REQUEST NUMBER: 0011876439 PSC CD: V003				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010	CLIN 0010 - Local Move- Dutchess/Putnam FFP Local Move- Dutchess/Putnam Counties, NY-Intra-City. FFP Area III, Schedule III. Inbound / Outbound Local Moves. Soldiers and Civilians. Pack, crate, and pick-up personal items at their quarters and ship them to their next quarters. Base Period. In accordance with the Performance Work Statement, Pricing Schedules and Attachments. See Attachment A for item description and to input pricing. FOB: Destination	1	Months		
	FOB: Destination PURCHASE REQUEST NUMBER: 0011876439 PSC CD: V003				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0011	CLIN 0011 - Outbound- Sullivan/Ulster FFP Outbound- Sullivan/Ulster Counties, N.Y. FFP Area IV, Schedule I. Soldiers and Civilians. Pack, crate, and pick-up personal items at their quarters and ship them to their next duty station. Estimated weight: 1,000 lbs. per shipment. Base Period. In accordance with the Performance Work Statement, Pricing Schedules and Attachments. See Attachment A for item description and to input pricing. FOB: Destination	1	Months		
	FOB: Destination PURCHASE REQUEST NUMBER: 0011876439 PSC CD: V003				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0012	CLIN 0012 - Inbound- Sullivan/Ulster FFP Inbound- Sullivan/Ulster Counties, N.Y. FFP Area IV, Schedule II. Provide storage if necessary and deliver items after member is assigned new quarters. Estimated weight: 1,000 lbs. per delivery. Base Period. In accordance with the Performance Work Statement, Pricing Schedules and Attachments. See Attachment A for item description and to input pricing. FOB: Destination FOB: Destination PURCHASE REQUEST NUMBER: 0011876439 PSC CD: V003	1	Months		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0013	CLIN 0013 - Local Move- Sullivan/Ulster FFP Local Move- Sullivan/Ulster Counties, N.Y.-Intra - City. FFP Area IV, Schedule III. Inbound / Outbound Local Moves. Soldiers and Civilians. Pack, crate, and pick-up personal items at their quarters and ship them to their new quarters. Base Period. In accordance with the Performance Work Statement, Pricing Schedules and Attachments. See Attachment A for item description and to input pricing. FOB: Destination PURCHASE REQUEST NUMBER: 0011876439 PSC CD: V003	1	Months		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0014	CLIN 0014 - Outbound - Fairfield County FFP Outbound - Fairfield County, CT. FFP Area V, Schedule I. Soldiers and Civilians. Pack, crate, and pick-up personal items at their quarters and ship them to their next duty station. Estimated weight: 1,000 lbs. per shipment. Base Period. In accordance with the Performance Work Statement, Pricing Schedules and Attachments. See Attachment A for item description and to input pricing. FOB: Destination FOB: Destination PURCHASE REQUEST NUMBER: 0011876439 PSC CD: V003	1	Months		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0015	CLIN 0015 -Inbound- Fairfield County, CT FFP Inbound- Fairfield County, CT FFP Area V, Schedule II. Provide storage if necessary and deliver items after member is assigned new quarters. Estimated weight: 1,000 lbs. per delivery. Base Period. In accordance with the Performance Work Statement, Pricing Schedules and Attachments. See Attachment A for item description and to input pricing. FOB: Destination FOB: Destination PURCHASE REQUEST NUMBER: 0011876439 PSC CD: V003	1	Months		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0016	CLIN 0016 Local Move - Fairfield County FFP Local Move - Fairfield County, CT. - Intra City FFP Area V, Schedule III. Inbound / Outbound Local Moves. Soldiers and Civilians. Pack, crate, and pick-up personal items at their quarters and ship them to their new quarters. Base Period. In accordance with the Performance Work Statement, Pricing Schedules and Attachments. See Attachment A for item description and to input pricing. FOB: Destination FOB: Destination PURCHASE REQUEST NUMBER: 0011876439 PSC CD: V003	1	Months		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0017	<p>Service Contract Reporting FFP</p> <p>Service Contract Reporting. The Service Contract Reporting (SCR), formerly Contractor Manpower Reporting Application (CMRA), is a business process that has been approved by the Secretary of the Army as the means for collecting information on contracts that provide services to the Department of the Army.</p> <p>The contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the ARMY via a secure data collection site. The contractor is required to completely fill in all required data fields using the following web address: http://www.sam.gov.</p> <p>Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year, beginning with 2020. Contractors may direct questions to the help desk at help desk at: http://www.sam.gov.</p> <p>FFP</p> <p>FOB: Destination</p> <p>FOB: Destination</p> <p>PURCHASE REQUEST NUMBER: 0011876439</p> <p>PSC CD: V003</p>	1	Months		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001		1	Months		
OPTION	CLIN 1001 - Orange County, NY - Outbound FFP Orange County, NY - Outbound FFP Area I, Schedule I. Soldiers and Civilians. Pack, crate, and pick-up personal items at their quarters, and ship them to their next duty station. Estimated weight per shipment: 1,000 lbs. Option 1. In accordance with the Performance Work Statement, Pricing Schedules and Attachments. See Attachment A1 for item description and to input pricing. FOB: Destination FOB: Destination PURCHASE REQUEST NUMBER: 0011876439 PSC CD: V003				

 NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002		1	Months		
OPTION	CLIN 1002 - Orange County, NY - Inbound FFP Orange County, NY - Inbound FFP Area I, Schedule II. Provide storage if necessary and deliver items after member is assigned new quarters. Estimated weight: 1,000 lbs. per delivery. Option 1. In accordance with the Performance Work Statement, Pricing Schedules and Attachments. See Attachment A1 for item description and to input pricing. FOB: Destination FOB: Destination PURCHASE REQUEST NUMBER: 0011876439 PSC CD: V003				

 NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1003		1	Months		
OPTION	CLIN 1003 - Orange County, NY-Local Move FFP Orange County, NY-Local Moves. FFP Area I, Schedule III. Inbound / Outbound Local Moves. Soldiers and Civilians. Pack, crate, and pick-up personal items at their quarters and deliver them to their next set of quarters. Option 1. In accordance with the Performance Work Statement, Pricing Schedules and Attachments. See Attachment A1 for item description and to input pricing. FOB: Destination FOB: Destination PURCHASE REQUEST NUMBER: 0011876439 PSC CD: V003				

 NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1004		1	Months		
OPTION	CLIN 1004-Graduate Moves FFP Orange County, NY – Graduating Cadets and Cadet Candidates. FFP Area I, Schedule IV. Outbound. Pack, crate, and pick-up personal items at their quarters and deliver them to their next duty station. Estimate Weight: 350 lbs. per shipment. Option 1. In accordance with the Performance Work Statement, Pricing Schedules and Attachments. See Attachment A1 for item description and to input pricing. FOB: Destination FOB: Destination PURCHASE REQUEST NUMBER: 0011876439 PSC CD: V003				

 NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1005		1	Months		
OPTION	CLIN 1005 Westchester/Rockland Counties FFP Westchester/Rockland Counties, N.Y. - Outbound. FFP Area II, Schedule I. Soldiers and Civilians. Pack, crate, and pick-up personal items at their quarters, and ship them to their next duty station. Estimated weight per shipment: 1,000 lbs. Option 1. In accordance with the Performance Work Statement, Pricing Schedules and Attachments. See Attachment A1 for item description and to input pricing. FOB: Destination FOB: Destination PURCHASE REQUEST NUMBER: 0011876439 PSC CD: V003				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1006		1	Months		
OPTION	CLIN 1006-Westchester/Rockland Counties FFP Westchester/Rockland Counties, NY – Inbound Area II, Schedule II. Provide storage if necessary and deliver after member is assigned new quarters. Estimated weight per shipment: 1,000 lbs. Option 1. In accordance with the Performance Work Statement, Pricing Schedules and Attachments. See Attachment A1 for item description and to input pricing. FOB: Destination FOB: Destination PURCHASE REQUEST NUMBER: 0011876439 PSC CD: V003			FFP	

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1007		1	Months		
OPTION	CLIN 1007-Westchester/Rockland Counties FFP Westchester/Rockland Counties, NY-Intra-City-Local Moves. FFP Area II, Schedule III. Inbound/Outbound Local Moves. Soldiers and Civilians. Pack, crate, and pick-up personal items at their quarters, and ship them to their new quarters. Option 1. In accordance with the Performance Work Statement, Pricing Schedules and Attachments. See Attachment A1 for item description and to input pricing. FOB: Destination FOB: Destination PURCHASE REQUEST NUMBER: 0011876439 PSC CD: V003				

 NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1008		1	Months		
OPTION	CLIN 1008 Putnam / Dutchess Counties, NY FFP Putnam / Dutchess Counties, NY- Outbound FFP Area III, Schedule I. Soldiers and Civilians. Pack, crate, and pick-up personal items at their quarters and ship them to their next duty station. Estimated weight: 1,000 lbs. per shipment. Option 1. In accordance with the Performance Work Statement, Pricing Schedules and Attachments. See Attachment A1 for item description and to input pricing. FOB: Destination FOB: Destination PURCHASE REQUEST NUMBER: 0011876439 PSC CD: V003				

 NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1009		1	Months		
OPTION	CLIN 1009 Putnam / Dutchess Counties, NY FFP Putnam / Dutchess Counties, NY - Inbound FFP Area III, Schedule II. Provide storage if necessary and deliver items after member is assigned new quarters. Estimated weight: 1,000 lbs. per delivery. Option 1. In accordance with the Performance Work Statement, Pricing Schedules and Attachments. See Attachment A1 for item description and to input pricing. FOB: Destination FOB: Destination PURCHASE REQUEST NUMBER: 0011876439 PSC CD: V003				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1010		1	Months		
OPTION	CLIN 1010 Putnam/Dutchess Counties, NY FFP Putnam/Dutchess Counties, NY - Intra-City. Local Moves. FFP Area III, Schedule III. Inbound / Outbound Local Moves. Soldiers and Civilians. Pack, crate, and pick-up personal items at their quarters and ship them to their next quarters. Option 1. In accordance with the Performance Work Statement, Pricing Schedules and Attachments. See Attachment A1 for item description and to input pricing. FOB: Destination FOB: Destination PURCHASE REQUEST NUMBER: 0011876439 PSC CD: V003				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1011		1	Months		
OPTION	Ulster/Sullivan Counties, NY - Outbound FFP Ulster/Sullivan Counties, NY - Outbound FFP Area IV, Schedule I. Soldiers and Civilians. Pack, crate, and pick-up personal items at their quarters and ship them to their next duty station. Estimated weight: 1,000 lbs. per shipment. Option 1. In accordance with the Performance Work Statement, Pricing Schedules and Attachments. See Attachment A1 for item description and to input pricing. FOB: Destination FOB: Destination PURCHASE REQUEST NUMBER: 0011876439 PSC CD: V003				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1012		1	Months		
OPTION	Ulster / Sullivan Counties, NY - Inbound FFP Ulster / Sullivan Counties, NY - Inbound FFP Area IV, Schedule II. Provide storage if necessary and deliver items after member is assigned new quarters. Estimated weight: 1,000 lbs. per delivery. Option 1. In accordance with the Performance Work Statement, Pricing Schedules and Attachments. See Attachment A1 for item description and to input pricing. FOB: Destination FOB: Destination PURCHASE REQUEST NUMBER: 0011876439 PSC CD: V003				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1013		1	Months		
OPTION	Ulster/Sullivan Counties, NY- Intra-City FFP Ulster/Sullivan Counties, NY- Intra-City FFP Area IV, Schedule III. Inbound / Outbound Local Moves. Soldiers and Civilians. Pack, crate, and pick-up personal items at their quarters and ship them to their new quarters. Option 1. In accordance with the Performance Work Statement, Pricing Schedules and Attachments. See Attachment A1 for item description and to input pricing. FOB: Destination FOB: Destination PURCHASE REQUEST NUMBER: 0011876439 PSC CD: V003				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1014		1	Months		
OPTION	Fairfield County, CT - Outbound FFP FFP Area V, Schedule I. Soldiers and Civilians. Pack, crate, and pick-up personal items at their quarters and ship them to their next duty station. Estimated weight: 1,000 lbs. per shipment. Option 1. In accordance with the Performance Work Statement, Pricing Schedules and Attachments. See Attachment A1 for item description and to input pricing. FOB: Destination FOB: Destination PURCHASE REQUEST NUMBER: 0011876439 PSC CD: V003				

 NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1015		1	Months		
OPTION	Fairfield County, CT- Inbound FFP Fairfield County, CT- Inbound FFP Area V, Schedule II. Provide storage if necessary and deliver items after member is assigned new quarters. Estimated weight: 1,000 lbs. per delivery. Option 1. In accordance with the Performance Work Statement, Pricing Schedules and Attachments. See Attachment A1 for item description and to input pricing. FOB: Destination FOB: Destination PURCHASE REQUEST NUMBER: 0011876439 PSC CD: V003				

 NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1016		1	Months		
OPTION	Fairfield County, CT- Intra-City FFP Fairfield County, CT- Intra-City FFP Area V, Schedule III. Inbound / Outbound Local Moves. Soldiers and Civilians. Pack, crate, and pick-up personal items at their quarters and ship them to their new quarters. Option 1. In accordance with the Performance Work Statement, Pricing Schedules and Attachments. See Attachment A1 for item description and to input pricing. FOB: Destination FOB: Destination PURCHASE REQUEST NUMBER: 0011876439 PSC CD: V003				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1017		1	Months		
OPTION	<p>Service Contract Reporting</p> <p>FFP</p> <p>Service Contract Reporting. The Service Contract Reporting (SCR), formerly Contractor Manpower Reporting Application (CMRA), is a business process that has been approved by the Secretary of the Army as the means for collecting information on contracts that provide services to the Department of the Army.</p> <p>The contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the ARMY via a secure data collection site. The contractor is required to completely fill in all required data fields using the following web address: http://www.sam.gov.</p> <p>Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year, beginning with 2020. Contractors may direct questions to the help desk at help desk at: http://www.sam.gov.</p> <p>FFP</p> <p>FOB: Destination</p> <p>FOB: Destination</p> <p>PURCHASE REQUEST NUMBER: 0011876439</p> <p>PSC CD: V003</p>				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001		1	Months		
OPTION	CLIN 2001 Orange County, NY - Outbound FFP Orange County, NY - Outbound FFP Area I, Schedule I. Soldiers and Civilians. Pack, crate, and pick-up personal items at their quarters, and ship them to their next duty station. Estimated weight per shipment: 1,000 lbs. Option 2. In accordance with the Performance Work Statement, Pricing Schedules and Attachments. See Attachment A2 for item description and to input pricing. FOB: Destination FOB: Destination PURCHASE REQUEST NUMBER: 0011876439 PSC CD: V003				

 NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002		1	Months		
OPTION	CLIN 2002 Orange County, NY - Inbound FFP Orange County, NY - Inbound FFP Area I, Schedule II. Provide storage if necessary and deliver items after member is assigned new quarters. Estimated weight: 1,000 lbs. per delivery. Option 2. In accordance with the Performance Work Statement, Pricing Schedules and Attachments. See Attachment A2 for item description and to input pricing. FOB: Destination FOB: Destination PURCHASE REQUEST NUMBER: 0011876439 PSC CD: V003				

 NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2003		1	Months		
OPTION	CLIN 2003 Orange County, NY- Intra-City FFP Orange County, NY- Intra-City FFP Area I, Schedule III. Inbound / Outbound Local Moves. Soldiers and Civilians. Pack, crate, and pick-up personal items at their quarters and deliver them to their next set of quarters. Option 2. In accordance with the Performance Work Statement, Pricing Schedules and Attachments. See Attachment A2 for item description and to input pricing. FOB: Destination FOB: Destination PURCHASE REQUEST NUMBER: 0011876439 PSC CD: V003				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2004		1	Months		
OPTION	Orange County, NY – Graduate Moves FFP Orange County, NY – Graduating Cadets and Cadet Candidates FFP Area I, Schedule IV. Outbound. Pack, crate, and pick-up personal items at their quarters and deliver them to their next duty station. Estimate Weight: 350 lbs. per shipment. Option 2. In accordance with the Performance Work Statement, Pricing Schedules and Attachments. See Attachment A2 for item description and to input pricing. FOB: Destination FOB: Destination PURCHASE REQUEST NUMBER: 0011876439 PSC CD: V003				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2005		1	Months		
OPTION	Westchester/Rockland Counties - Outbound FFP				
	Westchester/Rockland Counties, NY - Outbound FFP				
	Area II, Schedule I. Soldiers and Civilians. Pack, crate, and pick-up personal items at their quarters, and ship them to their next duty station. Estimated weight per shipment: 1,000 lbs. Option 2. In accordance with the Performance Work Statement, Pricing Schedules and Attachments. See Attachment A2 for item description and to input pricing. FOB: Destination				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: 0011876439				
	PSC CD: V003				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2006		1	Months		
OPTION	Westchester/Rockland Counties – Inbound FFP				
	Westchester/Rockland Counties, NY – Inbound FFP				
	Area II, Schedule II. Provide storage if necessary and deliver after member is assigned new quarters. Estimated weight per shipment: 1,000 lbs. Option 2. In accordance with the Performance Work Statement, Pricing Schedules and Attachments. See Attachment A2 for item description and to input pricing. FOB: Destination				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: 0011876439				
	PSC CD: V003				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2007		1	Months		
OPTION	Westchester/Rockland Counties-Intra-City FFP				
	Westchester/Rockland Counties, NY-Intra-City FFP				
	Area II, Schedule III. Inbound/Outbound Local Moves. Soldiers and Civilians. Pack, crate, and pick-up personal items at their quarters, and ship them to their new quarters. Option 2. In accordance with the Performance Work Statement, Pricing Schedules and Attachments. See Attachment A2 for item description and to input pricing. FOB: Destination				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: 0011876439				
	PSC CD: V003				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2008		1	Months		
OPTION	Putnam / Dutchess Counties, NY- Outbound FFP				
	Putnam / Dutchess Counties, NY- Outbound FFP				
	Area III, Schedule I. Soldiers and Civilians. Pack, crate, and pick-up personal items at their quarters and ship them to their next duty station. Estimated weight: 1,000 lbs. per shipment. Option 2. In accordance with the Performance Work Statement, Pricing Schedules and Attachments. See Attachment A2 for item description and to input pricing.				
	FOB: Destination				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: 0011876439				
	PSC CD: V003				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2009		1	Months		
OPTION	Putnam / Dutchess Counties, NY - Inbound FFP FFP Area III, Schedule II. Provide storage if necessary and deliver items after member is assigned new quarters. Estimated weight: 1,000 lbs. per delivery. Option 2. In accordance with the Performance Work Statement, Pricing Schedules and Attachments. See Attachment A2 for item description and to input pricing. FOB: Destination FOB: Destination PURCHASE REQUEST NUMBER: 0011876439 PSC CD: V003				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2010		1	Months		
OPTION	Putnam/Dutchess Counties, NY- Intra-City FFP Putnam/Dutchess Counties, NY - Intra-City FFP Area III, Schedule III. Inbound / Outbound Local Moves. Soldiers and Civilians. Pack, crate, and pick-up personal items at their quarters and ship them to their next quarters. Option 2. In accordance with the Performance Work Statement, Pricing Schedules and Attachments. See Attachment A2 for item description and to input pricing. FOB: Destination FOB: Destination PURCHASE REQUEST NUMBER: 0011876439 PSC CD: V003				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2011		1	Months		
OPTION	Ulster/Sullivan Counties, NY - Outbound FFP				
	Ulster/Sullivan Counties, NY - Outbound FFP				
	Area IV, Schedule I. Soldiers and Civilians. Pack, crate, and pick-up personal items at their quarters and ship them to their next duty station. Estimated weight: 1,000 lbs. per shipment. Option 2. In accordance with the Performance Work Statement, Pricing Schedules and Attachments. See Attachment A2 for item description and to input pricing.				
	FOB: Destination				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: 0011876439				
	PSC CD: V003				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2012		1	Months		
OPTION	Ulster / Sullivan Counties, NY - Inbound FFP				
	Ulster / Sullivan Counties, NY - Inbound FFP				
	Area IV, Schedule II. Provide storage if necessary and deliver items after member is assigned new quarters. Estimated weight: 1,000 lbs. per delivery. Option 2. In accordance with the Performance Work Statement, Pricing Schedules and Attachments. See Attachment A2 for item description and to input pricing. FOB: Destination				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: 0011876439				
	PSC CD: V003				

 NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2013		1	Months		
OPTION	Ulster/Sullivan Counties, NY- Intra-City FFP				
	Ulster/Sullivan Counties, NY- Intra-City FFP				
	Area IV, Schedule III. Inbound / Outbound Local Moves. Soldiers and Civilians. Pack, crate, and pick-up personal items at their quarters and ship them to their new quarters. Option 2. In accordance with the Performance Work Statement, Pricing Schedules and Attachments. See Attachment A2 for item description and to input pricing. FOB: Destination				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: 0011876439				
	PSC CD: V003				

 NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2014		1	Months		
OPTION	Fairfield County, CT - Outbound FFP Fairfield County, CT - Outbound FFP Area V, Schedule I. Soldiers and Civilians. Pack, crate, and pick-up personal items at their quarters and ship them to their next duty station. Estimated weight: 1,000 lbs. per shipment. Option 2. In accordance with the Performance Work Statement, Pricing Schedules and Attachments. See Attachment A2 for item description and to input pricing. FOB: Destination FOB: Destination PURCHASE REQUEST NUMBER: 0011876439 PSC CD: V003				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2015		1	Months		
OPTION	Fairfield County, CT- Inbound FFP Fairfield County, CT- Inbound FFP Area V, Schedule II. Provide storage if necessary and deliver items after member is assigned new quarters. Estimated weight: 1,000 lbs. per delivery. Option 2. In accordance with the Performance Work Statement, Pricing Schedules and Attachments. See Attachment A2 for item description and to input pricing. FOB: Destination FOB: Destination PURCHASE REQUEST NUMBER: 0011876439 PSC CD: V003				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2016		1	Months		
OPTION	Fairfield County, CT- Intra-City FFP Fairfield County, CT- Intra-City FFP Area V, Schedule III. Inbound / Outbound Local Moves. Soldiers and Civilians. Pack, crate, and pick-up personal items at their quarters and ship them to their new quarters. Option 2. In accordance with the Performance Work Statement, Pricing Schedules and Attachments. See Attachment A2 for item description and to input pricing. FOB: Destination FOB: Destination PURCHASE REQUEST NUMBER: 0011876439 PSC CD: V003				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2017 OPTION	<p>Service Contract Reporting FFP</p> <p>Service Contract Reporting. The Service Contract Reporting (SCR), formerly Contractor Manpower Reporting Application (CMRA), is a business process that has been approved by the Secretary of the Army as the means for collecting information on contracts that provide services to the Department of the Army.</p> <p>The contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the ARMY via a secure data collection site. The contractor is required to completely fill in all required data fields using the following web address: http://www.sam.gov.</p> <p>Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year, beginning with 2020. Contractors may direct questions to the help desk at help desk at: http://www.sam.gov.</p> <p>FFP</p> <p>FOB: Destination</p> <p>FOB: Destination</p> <p>PURCHASE REQUEST NUMBER: 0011876439</p> <p>PSC CD: V003</p>	1	Months		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001		1	Months		
OPTION	Orange County, NY - Outbound FFP Orange County, NY - Outbound FFP Area I, Schedule I. Soldiers and Civilians. Pack, crate, and pick-up personal items at their quarters, and ship them to their next duty station. Estimated weight per shipment: 1,000 lbs. Option 3. In accordance with the Performance Work Statement, Pricing Schedules and Attachments. See Attachment A3 for item description and to input pricing. FOB: Destination FOB: Destination PURCHASE REQUEST NUMBER: 0011876439 PSC CD: V003				

 NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3002		1	Months		
OPTION	Orange County, NY - Inbound FFP Orange County, NY - Inbound FFP Area I, Schedule II. Provide storage if necessary and deliver items after member is assigned new quarters. Estimated weight: 1,000 lbs. per delivery. Option 3. In accordance with the Performance Work Statement, Pricing Schedules and Attachments. See Attachment A3 for item description and to input pricing. FOB: Destination FOB: Destination PURCHASE REQUEST NUMBER: 0011876439 PSC CD: V003				

 NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3003		1	Months		
OPTION	Orange County, NY - Intra-City FFP Orange County, NY - Intra-City FFP Area I, Schedule III. Inbound / Outbound Local Moves. Soldiers and Civilians. Pack, crate, and pick-up personal items at their quarters and deliver them to their next set of quarters. Option 3. In accordance with the Performance Work Statement, Pricing Schedules and Attachments. See Attachment A3 for item description and to input pricing. FOB: Destination FOB: Destination PURCHASE REQUEST NUMBER: 0011876439 PSC CD: V003				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3004		1	Months		
OPTION	Orange County, NY – Graduate Moves FFP Orange County, NY – Graduating Cadets and Cadet Candidates FFP Area I, Schedule IV. Outbound. Pack, crate, and pick-up personal items at their quarters and deliver them to their next duty station. Estimate Weight: 350 lbs. per shipment. Option 3. In accordance with the Performance Work Statement, Pricing Schedules and Attachments. See Attachment A3 for item description and to input pricing. FOB: Destination FOB: Destination PURCHASE REQUEST NUMBER: 0011876439 PSC CD: V003				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3005		1	Months		
OPTION	Westchester/Rockland Counties - Outbound FFP Westchester/Rockland Counties, NY - Outbound FFP Area II, Schedule I. Soldiers and Civilians. Pack, crate, and pick-up personal items at their quarters, and ship them to their next duty station. Estimated weight per shipment: 1,000 lbs. Option 3. In accordance with the Performance Work Statement, Pricing Schedules and Attachments. See Attachment A3 for item description and to input pricing. FOB: Destination FOB: Destination PURCHASE REQUEST NUMBER: 0011876439 PSC CD: V003				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3006		1	Months		
OPTION	Westchester/Rockland Counties – Inbound FFP Westchester/Rockland Counties, NY – Inbound FFP Area II, Schedule II. Provide storage if necessary and deliver after member is assigned new quarters. Estimated weight per shipment: 1,000 lbs. Option 3. In accordance with the Performance Work Statement, Pricing Schedules and Attachments. See Attachment A3 for item description and to input pricing. FOB: Destination FOB: Destination PURCHASE REQUEST NUMBER: 0011876439 PSC CD: V003				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3007		1	Months		
OPTION	Westchester/Rockland Counties-Intra-City FFP Westchester/Rockland Counties, NY-Intra-City FFP Area II, Schedule III. Inbound/Outbound Local Moves. Soldiers and Civilians. Pack, crate, and pick-up personal items at their quarters, and ship them to their new quarters. Option 3. In accordance with the Performance Work Statement, Pricing Schedules and Attachments. See Attachment A3 for item description and to input pricing. FOB: Destination FOB: Destination PURCHASE REQUEST NUMBER: 0011876439 PSC CD: V003				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3008		1	Months		
OPTION	Putnam / Dutchess Counties, NY- Outbound FFP Putnam / Dutchess Counties, NY- Outbound FFP Area III, Schedule I. Soldiers and Civilians. Pack, crate, and pick-up personal items at their quarters and ship them to their next duty station. Estimated weight: 1,000 lbs. per shipment. Option 3. In accordance with the Performance Work Statement, Pricing Schedules and Attachments. See Attachment A3 for item description and to input pricing. FOB: Destination FOB: Destination PURCHASE REQUEST NUMBER: 0011876439 PSC CD: V003				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3009		1	Months		
OPTION	Putnam / Dutchess Counties, NY - Inbound FFP				
	Putnam / Dutchess Counties, NY - Inbound FFP				
	Area III, Schedule II. Provide storage if necessary and deliver items after member is assigned new quarters. Estimated weight: 1,000 lbs. per delivery. Option 3. In accordance with the Performance Work Statement, Pricing Schedules and Attachments. See Attachment A3 for item description and to input pricing. FOB: Destination				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: 0011876439				
	PSC CD: V003				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3010		1	Months		
OPTION	Putnam/Dutchess Counties, NY- Intra-City FFP Putnam/Dutchess Counties, NY - Intra-City FFP Area III, Schedule III. Inbound / Outbound Local Moves. Soldiers and Civilians. Pack, crate, and pick-up personal items at their quarters and ship them to their next quarters. Option 3. In accordance with the Performance Work Statement, Pricing Schedules and Attachments. See Attachment A3 for item description and to input pricing. FOB: Destination FOB: Destination PURCHASE REQUEST NUMBER: 0011876439 PSC CD: V003				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3011		1	Months		
OPTION	Ulster/Sullivan Counties, NY - Outbound FFP Ulster/Sullivan Counties, NY - Outbound FFP Area IV, Schedule I. Soldiers and Civilians. Pack, crate, and pick-up personal items at their quarters and ship them to their next duty station. Estimated weight: 1,000 lbs. per shipment. Option 3. In accordance with the Performance Work Statement, Pricing Schedules and Attachments. See Attachment A3 for item description and to input pricing. FOB: Destination FOB: Destination PURCHASE REQUEST NUMBER: 0011876439 PSC CD: V003				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3012		1	Months		
OPTION	Ulster / Sullivan Counties, NY - Inbound FFP				
	Ulster / Sullivan Counties, NY - Inbound FFP				
	Area IV, Schedule II. Provide storage if necessary and deliver items after member is assigned new quarters. Estimated weight: 1,000 lbs. per delivery. Option 3. In accordance with the Performance Work Statement, Pricing Schedules and Attachments. See Attachment A3 for item description and to input pricing.				
	FOB: Destination				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: 0011876439				
	PSC CD: V003				

 NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3013		1	Months		
OPTION	Ulster/Sullivan Counties, NY- Intra-City FFP				
	Ulster/Sullivan Counties, NY- Intra-City FFP				
	Area IV, Schedule III. Inbound / Outbound Local Moves. Soldiers and Civilians. Pack, crate, and pick-up personal items at their quarters and ship them to their new quarters. Option 3. In accordance with the Performance Work Statement, Pricing Schedules and Attachments. See Attachment A3 for item description and to input pricing.				
	FOB: Destination				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: 0011876439				
	PSC CD: V003				

 NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3014		1	Months		
OPTION	Fairfield County, CT - Outbound FFP Fairfield County, CT - Outbound FFP Area V, Schedule I. Soldiers and Civilians. Pack, crate, and pick-up personal items at their quarters and ship them to their next duty station. Estimated weight: 1,000 lbs. per shipment. Option 3. In accordance with the Performance Work Statement, Pricing Schedules and Attachments. See Attachment A3 for item description and to input pricing. FOB: Destination FOB: Destination PURCHASE REQUEST NUMBER: 0011876439 PSC CD: V003				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3015		1	Months		
OPTION	Fairfield County, CT- Inbound FFP Fairfield County, CT- Inbound FFP Area V, Schedule II. Provide storage if necessary and deliver items after member is assigned new quarters. Estimated weight: 1,000 lbs. per delivery. Option 3. In accordance with the Performance Work Statement, Pricing Schedules and Attachments. See Attachment A3 for item description and to input pricing. FOB: Destination FOB: Destination PURCHASE REQUEST NUMBER: 0011876439 PSC CD: V003				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3016		1	Months		
OPTION	Fairfield County, CT- Intra-City FFP Fairfield County, CT- Intra-City FFP Area V, Schedule III. Inbound / Outbound Local Moves. Soldiers and Civilians. Pack, crate, and pick-up personal items at their quarters and ship them to their new quarters. Option 3. In accordance with the Performance Work Statement, Pricing Schedules and Attachments. See Attachment A3 for item description and to input pricing. FOB: Destination FOB: Destination PURCHASE REQUEST NUMBER: 0011876439 PSC CD: V003				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3017		1	Months		
OPTION	<p>Service Contract Reporting</p> <p>FFP</p> <p>Service Contract Reporting. The Service Contract Reporting (SCR), formerly Contractor Manpower Reporting Application (CMRA), is a business process that has been approved by the Secretary of the Army as the means for collecting information on contracts that provide services to the Department of the Army.</p> <p>The contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the ARMY via a secure data collection site. The contractor is required to completely fill in all required data fields using the following web address: http://www.sam.gov.</p> <p>Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year, beginning with 2020. Contractors may direct questions to the help desk at help desk at: http://www.sam.gov.</p> <p>FFP</p> <p>FOB: Destination</p> <p>FOB: Destination</p> <p>PURCHASE REQUEST NUMBER: 0011876439</p> <p>PSC CD: V003</p>				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001		1	Months		
OPTION	Orange County, NY - Outbound FFP Orange County, NY - Outbound FFP Area I, Schedule I. Soldiers and Civilians. Pack, crate, and pick-up personal items at their quarters, and ship them to their next duty station. Estimated weight per shipment: 1,000 lbs. Option 4. In accordance with the Performance Work Statement, Pricing Schedules and Attachments. See Attachment A4 for item description and to input pricing. FOB: Destination FOB: Destination PURCHASE REQUEST NUMBER: 0011876439 PSC CD: V003				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4002		1	Months		
OPTION	Orange County, NY - Inbound FFP Orange County, NY - Inbound FFP Area I, Schedule II. Provide storage if necessary and deliver items after member is assigned new quarters. Estimated weight: 1,000 lbs. per delivery. Option 4. In accordance with the Performance Work Statement, Pricing Schedules and Attachments. See Attachment A4 for item description and to input pricing. FOB: Destination FOB: Destination PURCHASE REQUEST NUMBER: 0011876439 PSC CD: V003				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4003		1	Months		
OPTION	Orange County, NY - Intra-City FFP Orange County, NY - Intra-City FFP Area I, Schedule III. Inbound / Outbound Local Moves. Soldiers and Civilians. Pack, crate, and pick-up personal items at their quarters and deliver them to their next set of quarters. Option 4. In accordance with the Performance Work Statement, Pricing Schedules and Attachments. See Attachment A4 for item description and to input pricing. FOB: Destination FOB: Destination PURCHASE REQUEST NUMBER: 0011876439 PSC CD: V003				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4004		1	Months		
OPTION	Orange County, NY – Graduate Moves FFP Orange County, NY – Graduating Cadets and Cadet Candidates FFP Area I, Schedule IV. Outbound. Pack, crate, and pick-up personal items at their quarters and deliver them to their next duty station. Estimate Weight: 350 lbs. per shipment. Option 4. In accordance with the Performance Work Statement, Pricing Schedules and Attachments. See Attachment A4 for item description and to input pricing. FOB: Destination FOB: Destination PURCHASE REQUEST NUMBER: 0011876439 PSC CD: V003				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4005		1	Months		
OPTION	Westchester/Rockland Counties - Outbound FFP Westchester/Rockland Counties, NY - Outbound FFP Area II, Schedule I. Soldiers and Civilians. Pack, crate, and pick-up personal items at their quarters, and ship them to their next duty station. Estimated weight per shipment: 1,000 lbs. Option 4. In accordance with the Performance Work Statement, Pricing Schedules and Attachments. See Attachment A4 for item description and to input pricing. FOB: Destination FOB: Destination PURCHASE REQUEST NUMBER: 0011876439 PSC CD: V003				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4006		1	Months		
OPTION	Westchester/Rockland Counties – Inbound FFP Westchester/Rockland Counties, NY – Inbound FFP Area II, Schedule II. Provide storage if necessary and deliver after member is assigned new quarters. Estimated weight per shipment: 1,000 lbs. Option 4. In accordance with the Performance Work Statement, Pricing Schedules and Attachments. See Attachment A4 for item description and to input pricing. FOB: Destination FOB: Destination PURCHASE REQUEST NUMBER: 0011876439 PSC CD: V003				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4007		1	Months		
OPTION	Westchester/Rockland Counties-Intra-City FFP Westchester/Rockland Counties, NY-Intra-City FFP Area II, Schedule III. Inbound/Outbound Local Moves. Soldiers and Civilians. Pack, crate, and pick-up personal items at their quarters, and ship them to their new quarters. Option 4. In accordance with the Performance Work Statement, Pricing Schedules and Attachments. See Attachment A4 for item description and to input pricing. FOB: Destination FOB: Destination PURCHASE REQUEST NUMBER: 0011876439 PSC CD: V003				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4008		1	Months		
OPTION	Putnam / Dutchess Counties, NY- Outbound FFP				
	Putnam / Dutchess Counties, NY- Outbound FFP				
	Area III, Schedule I. Soldiers and Civilians. Pack, crate, and pick-up personal items at their quarters and ship them to their next duty station. Estimated weight: 1,000 lbs. per shipment. Option 4. In accordance with the Performance Work Statement, Pricing Schedules and Attachments. See Attachment A4 for item description and to input pricing.				
	FOB: Destination				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: 0011876439				
	PSC CD: V003				

 NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4009		1	Months		
OPTION	Putnam / Dutchess Counties, NY - Inbound FFP				
	Putnam / Dutchess Counties, NY - Inbound FFP				
	Area III, Schedule II. Provide storage if necessary and deliver items after member is assigned new quarters. Estimated weight: 1,000 lbs. per delivery. Option 4. In accordance with the Performance Work Statement, Pricing Schedules and Attachments. See Attachment A4 for item description and to input pricing. FOB: Destination				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: 0011876439				
	PSC CD: V003				

 NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4010		1	Months		
OPTION	Putnam/Dutchess Counties, NY- Intra-City FFP Putnam/Dutchess Counties, NY - Intra-City FFP Area III, Schedule III. Inbound / Outbound Local Moves. Soldiers and Civilians. Pack, crate, and pick-up personal items at their quarters and ship them to their next quarters. Option 4. In accordance with the Performance Work Statement, Pricing Schedules and Attachments. See Attachment A4 for item description and to input pricing. FOB: Destination FOB: Destination PURCHASE REQUEST NUMBER: 0011876439 PSC CD: V003				

 NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4011		1	Months		
OPTION	Ulster/Sullivan Counties, NY - Outbound FFP Ulster/Sullivan Counties, NY - Outbound FFP Area IV, Schedule I. Soldiers and Civilians. Pack, crate, and pick-up personal items at their quarters and ship them to their next duty station. Estimated weight: 1,000 lbs. per shipment. Option 4. In accordance with the Performance Work Statement, Pricing Schedules and Attachments. See Attachment A4 for item description and to input pricing. FOB: Destination FOB: Destination PURCHASE REQUEST NUMBER: 0011876439 PSC CD: V003				

 NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4012		1	Months		
OPTION	Ulster / Sullivan Counties, NY - Inbound FFP				
	Ulster / Sullivan Counties, NY - Inbound FFP				
	Area IV, Schedule II. Provide storage if necessary and deliver items after member is assigned new quarters. Estimated weight: 1,000 lbs. per delivery. Option 4. In accordance with the Performance Work Statement, Pricing Schedules and Attachments. See Attachment A4 for item description and to input pricing.				
	FOB: Destination				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: 0011876439				
	PSC CD: V003				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4013		1	Months		
OPTION	Ulster/Sullivan Counties, NY- Intra-City FFP				
	Ulster/Sullivan Counties, NY- Intra-City FFP				
	Area IV, Schedule III. Inbound / Outbound Local Moves. Soldiers and Civilians. Pack, crate, and pick-up personal items at their quarters and ship them to their new quarters. Option 4. In accordance with the Performance Work Statement, Pricing Schedules and Attachments. See Attachment A4 for item description and to input pricing.				
	FOB: Destination				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: 0011876439				
	PSC CD: V003				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4014		1	Months		
OPTION	Fairfield County, CT - Outbound FFP Fairfield County, CT - Outbound FFP Area V, Schedule I. Soldiers and Civilians. Pack, crate, and pick-up personal items at their quarters and ship them to their next duty station. Estimated weight: 1,000 lbs. per shipment. Option 4. In accordance with the Performance Work Statement, Pricing Schedules and Attachments. See Attachment A4 for item description and to input pricing. FOB: Destination FOB: Destination PURCHASE REQUEST NUMBER: 0011876439 PSC CD: V003				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4015		1	Months		
OPTION	Fairfield County, CT- Inbound FFP Fairfield County, CT- Inbound FFP Area V, Schedule II. Provide storage if necessary and deliver items after member is assigned new quarters. Estimated weight: 1,000 lbs. per delivery. Option 4. In accordance with the Performance Work Statement, Pricing Schedules and Attachments. See Attachment A4 for item description and to input pricing. FOB: Destination FOB: Destination PURCHASE REQUEST NUMBER: 0011876439 PSC CD: V003				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4016		1	Months		
OPTION	Fairfield County, CT- Intra-City FFP Fairfield County, CT- Intra-City FFP Area V, Schedule III. Inbound / Outbound Local Moves. Soldiers and Civilians. Pack, crate, and pick-up personal items at their quarters and ship them to their new quarters. Option 4. In accordance with the Performance Work Statement, Pricing Schedules and Attachments. See Attachment A4 for item description and to input pricing. FOB: Destination FOB: Destination PURCHASE REQUEST NUMBER: 0011876439 PSC CD: V003				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4017		1	Months		
OPTION	<p>Service Contract Reporting</p> <p>FFP</p> <p>Service Contract Reporting. The Service Contract Reporting (SCR), formerly Contractor Manpower Reporting Application (CMRA), is a business process that has been approved by the Secretary of the Army as the means for collecting information on contracts that provide services to the Department of the Army.</p> <p>The contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the ARMY via a secure data collection site. The contractor is required to completely fill in all required data fields using the following web address: http://www.sam.gov.</p> <p>Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year, beginning with 2020. Contractors may direct questions to the help desk at help desk at: http://www.sam.gov.</p> <p>FFP</p> <p>FOB: Destination</p> <p>FOB: Destination</p> <p>PURCHASE REQUEST NUMBER: 0011876439</p> <p>PSC CD: V003</p>				

NET AMT

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government
0004	Destination	Government	Destination	Government
0005	Destination	Government	Destination	Government
0006	Destination	Government	Destination	Government
0007	Destination	Government	Destination	Government
0008	Destination	Government	Destination	Government

[illegible]

3013	Destination	Government	Destination	Government
3014	Destination	Government	Destination	Government
3015	Destination	Government	Destination	Government
3016	Destination	Government	Destination	Government
3017	Destination	Government	Destination	Government
4001	Destination	Government	Destination	Government
4002	Destination	Government	Destination	Government
4003	Destination	Government	Destination	Government
4004	Destination	Government	Destination	Government
4005	Destination	Government	Destination	Government
4006	Destination	Government	Destination	Government
4007	Destination	Government	Destination	Government
4008	Destination	Government	Destination	Government
4009	Destination	Government	Destination	Government
4010	Destination	Government	Destination	Government
4011	Destination	Government	Destination	Government
4012	Destination	Government	Destination	Government
4013	Destination	Government	Destination	Government
4014	Destination	Government	Destination	Government
4015	Destination	Government	Destination	Government
4016	Destination	Government	Destination	Government
4017	Destination	Government	Destination	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
0001	POP 28-FEB-2023 TO 27-FEB-2024	N/A	W1FB CORPS SUPPORT BRANCH W1FB CORPS SUPPORT BRANCH US MILITARY ACADEMY SSA WAREHOUSE BLDG 917 WASHINGTON RD WEST POINT NY 10996-5000 845-938-4659 FOB: Destination	W16XX9
0002	POP 28-FEB-2023 TO 27-FEB-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W16XX9
0003	POP 28-FEB-2023 TO 27-FEB-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W16XX9
0004	POP 28-FEB-2023 TO 27-FEB-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W16XX9
0005	POP 28-FEB-2023 TO 27-FEB-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W16XX9

0006	POP 28-FEB-2023 TO 27-FEB-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W16XX9
0007	POP 28-FEB-2023 TO 27-FEB-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W16XX9
0008	POP 28-FEB-2023 TO 27-FEB-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W16XX9
0009	POP 28-FEB-2023 TO 27-FEB-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W16XX9
0010	POP 28-FEB-2023 TO 27-FEB-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W16XX9
0011	POP 28-FEB-2023 TO 27-FEB-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W16XX9
0012	POP 28-FEB-2023 TO 27-FEB-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W16XX9
0013	POP 28-FEB-2023 TO 27-FEB-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W16XX9
0014	POP 28-FEB-2023 TO 27-FEB-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W16XX9
0015	POP 28-FEB-2023 TO 27-FEB-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W16XX9
0016	POP 28-FEB-2023 TO 27-FEB-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W16XX9
0017	POP 28-FEB-2023 TO 27-FEB-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W16XX9
1001	POP 28-FEB-2024 TO 27-FEB-2025	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W16XX9
1002	POP 28-FEB-2024 TO 27-FEB-2025	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W16XX9
1003	POP 28-FEB-2024 TO 27-FEB-2025	N/A	W1FB CORPS SUPPORT BRANCH TRICIA RODRIGUEZ US MILITARY ACADEMY SSA WAREHOUSE BLDG 917 WAS WEST POINT NY 10996 845-938-4659 FOB: Destination	W16XX9
1004	POP 01-FEB-2024 TO 27-FEB-2025	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W16XX9
1005	POP 28-FEB-2024 TO 27-FEB-2025	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W16XX9

1006	POP 28-FEB-2024 TO 27-FEB-2025	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W16XX9
1007	POP 28-FEB-2024 TO 27-FEB-2025	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W16XX9
1008	POP 28-FEB-2024 TO 27-FEB-2025	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W16XX9
1009	POP 28-FEB-2024 TO 27-FEB-2025	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W16XX9
1010	POP 28-FEB-2024 TO 27-FEB-2025	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W16XX9
1011	POP 28-FEB-2024 TO 27-FEB-2025	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W16XX9
1012	POP 28-FEB-2024 TO 27-FEB-2025	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W16XX9
1013	POP 28-FEB-2024 TO 27-FEB-2025	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W16XX9
1014	POP 28-FEB-2024 TO 27-FEB-2025	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W16XX9
1015	POP 28-FEB-2024 TO 27-FEB-2025	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W16XX9
1016	POP 28-FEB-2024 TO 27-FEB-2025	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W16XX9
1017	POP 28-FEB-2024 TO 27-FEB-2025	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W16XX9
2001	POP 28-FEB-2025 TO 27-FEB-2026	N/A	W1FB CORPS SUPPORT BRANCH W1FB CORPS SUPPORT BRANCH US MILITARY ACADEMY SSA WAREHOUSE BLDG 917 WASHINGTON RD WEST POINT NY 10996-5000 845-938-4659 FOB: Destination	W16XX9
2002	POP 28-FEB-2025 TO 27-FEB-2026	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W16XX9
2003	POP 28-FEB-2025 TO 27-FEB-2026	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W16XX9
2004	POP 28-FEB-2025 TO 27-FEB-2026	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W16XX9

2005	POP 28-FEB-2025 TO 27-FEB-2026	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W16XX9
2006	POP 28-FEB-2025 TO 27-FEB-2026	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W16XX9
2007	POP 28-FEB-2025 TO 27-FEB-2026	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W16XX9
2008	POP 28-FEB-2025 TO 27-FEB-2026	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W16XX9
2009	POP 28-FEB-2025 TO 27-FEB-2026	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W16XX9
2010	POP 28-FEB-2025 TO 27-FEB-2026	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W16XX9
2011	POP 28-FEB-2025 TO 27-FEB-2026	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W16XX9
2012	POP 28-FEB-2025 TO 27-FEB-2026	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W16XX9
2013	POP 28-FEB-2025 TO 27-FEB-2026	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W16XX9
2014	POP 28-FEB-2025 TO 27-FEB-2026	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W16XX9
2015	POP 28-FEB-2025 TO 27-FEB-2026	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W16XX9
2016	POP 28-FEB-2025 TO 27-FEB-2026	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W16XX9
2017	POP 28-FEB-2025 TO 27-FEB-2026	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W16XX9
3001	POP 28-FEB-2026 TO 27-FEB-2027	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W16XX9
3002	POP 28-FEB-2026 TO 27-FEB-2027	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W16XX9
3003	POP 28-FEB-2026 TO 27-FEB-2027	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W16XX9
3004	POP 28-FEB-2026 TO 27-FEB-2027	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W16XX9
3005	POP 28-FEB-2026 TO 27-FEB-2027	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W16XX9

3006	POP 28-FEB-2026 TO 27-FEB-2027	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W16XX9
3007	POP 28-FEB-2026 TO 27-FEB-2027	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W16XX9
3008	POP 28-FEB-2026 TO 27-FEB-2027	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W16XX9
3009	POP 28-FEB-2026 TO 27-FEB-2027	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W16XX9
3010	POP 28-FEB-2026 TO 27-FEB-2027	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W16XX9
3011	POP 28-FEB-2026 TO 27-FEB-2027	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W16XX9
3012	POP 28-FEB-2026 TO 27-FEB-2027	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W16XX9
3013	POP 28-FEB-2026 TO 27-FEB-2027	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W16XX9
3014	POP 28-FEB-2026 TO 27-FEB-2027	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W16XX9
3015	POP 28-FEB-2026 TO 27-FEB-2027	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W16XX9
3016	POP 28-FEB-2026 TO 27-FEB-2027	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W16XX9
3017	POP 28-FEB-2026 TO 27-FEB-2027	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W16XX9
4001	POP 28-FEB-2027 TO 27-FEB-2028	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W16XX9
4002	POP 28-FEB-2027 TO 27-FEB-2028	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W16XX9
4003	POP 28-FEB-2027 TO 27-FEB-2028	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W16XX9
4004	POP 28-FEB-2027 TO 27-FEB-2028	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W16XX9
4005	POP 28-FEB-2027 TO 27-FEB-2028	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W16XX9
4006	POP 28-FEB-2027 TO 27-FEB-2028	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W16XX9

4007	POP 28-FEB-2027 TO 27-FEB-2028	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W16XX9
4008	POP 28-FEB-2027 TO 27-FEB-2028	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W16XX9
4009	POP 28-FEB-2027 TO 27-FEB-2028	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W16XX9
4010	POP 28-FEB-2027 TO 27-FEB-2028	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W16XX9
4011	POP 28-FEB-2027 TO 27-FEB-2028	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W16XX9
4012	POP 28-FEB-2027 TO 27-FEB-2028	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W16XX9
4013	POP 28-FEB-2027 TO 27-FEB-2028	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W16XX9
4014	POP 28-FEB-2027 TO 27-FEB-2028	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W16XX9
4015	POP 28-FEB-2027 TO 27-FEB-2028	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W16XX9
4016	POP 28-FEB-2027 TO 27-FEB-2028	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W16XX9
4017	POP 28-FEB-2027 TO 27-FEB-2028	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W16XX9

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUN 2020
52.203-3	Gratuities	APR 1984
52.203-6 Alt I	Restrictions On Subcontractor Sales To The Government (JUN 2020) -- Alternate I	NOV 2021
52.203-11	Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions	SEP 2007
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 2020
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights	JUN 2020
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-6	Unique Entity Identifier	OCT 2016
52.204-7	System for Award Management	OCT 2018
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011

52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	JUN 2020
52.204-16	Commercial and Government Entity Code Reporting	AUG 2020
52.204-18	Commercial and Government Entity Code Maintenance	AUG 2020
52.204-22	Alternative Line Item Proposal	JAN 2017
52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities	NOV 2021
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment	NOV 2021
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	NOV 2021
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	OCT 2018
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	NOV 2015
52.212-1	Instructions to Offerors--Commercial Products and Commercial Services	NOV 2021
52.212-4	Contract Terms and Conditions--Commercial Products and Commercial Services	NOV 2021
52.214-29	Order Of Precedence--Sealed Bidding	JAN 1986
52.219-6	Notice Of Total Small Business Set-Aside	NOV 2020
52.219-8	Utilization of Small Business Concerns	OCT 2022
52.222-3	Convict Labor	JUN 2003
52.222-21	Prohibition Of Segregated Facilities	APR 2015
52.222-26	Equal Opportunity	SEP 2016
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010
52.222-50	Combating Trafficking in Persons	NOV 2021
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011
52.223-6	Drug-Free Workplace	MAY 2001
52.223-16	Acquisition of EPEAT (R) - Registered Personal Computer Products	OCT 2015
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	JUN 2020
52.225-13	Restrictions on Certain Foreign Purchases	FEB 2021
52.225-20	Prohibition on Conducting Restricted Business Operations in Sudan--Certification	AUG 2009
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.229-3	Federal, State And Local Taxes	FEB 2013
52.232-1	Payments	APR 1984
52.232-4	Payments Under Transportation Contracts and Transportation-Related Services Contracts	APR 1984
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-37	Multiple Payment Arrangements	MAY 1999
52.233-1	Disputes	MAY 2014
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.242-13	Bankruptcy	JUL 1995
52.242-15	Stop-Work Order	AUG 1989
52.246-4	Inspection Of Services--Fixed Price	AUG 1996
52.246-25	Limitation Of Liability--Services	FEB 1997
52.247-5	Familiarization With Conditions	APR 1984
52.247-8	Estimated Weights or Quantities Not Guaranteed	APR 1984

52.247-12	Supervision, Labor, or Materials	APR 1984
52.247-13	Accessorial Services - Moving Contracts	APR 1984
52.247-14	Contractor Responsibility for Receipt of Shipment	APR 1984
52.247-15	Contractor Responsibility for Loading and Unloading	APR 1984
52.247-16	Contractor Responsibility for Returning Undelivered Freight	APR 1984
52.247-17	Charges	APR 1984
52.247-21	Contractor Liability for Personal Injury and/or Property Damage	APR 1984
52.247-28	Contractor's Invoices	APR 1984
52.247-34	F.O.B. Destination	NOV 1991
52.249-8 Alt I	Default (Fixed-Price Supply and Service) (Apr 1984) - Alternate I	APR 1984
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2008
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.223-7006	Prohibition On Storage, Treatment, and Disposal of Toxic or Hazardous Materials	SEP 2014
252.225-7012	Preference For Certain Domestic Commodities	APR 2022
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	APR 2019
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	DEC 2018
252.232-7010	Levies on Contract Payments	DEC 2006
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	DEC 2012
252.244-7000	Subcontracts for Commercial Items	JAN 2021
252.247-7014	Demurrage	DEC 1991
252.247-7016	Contractor Liability for Loss or Damage	DEC 1991
252.247-7023	Transportation of Supplies by Sea	FEB 2019

CLAUSES INCORPORATED BY FULL TEXT

52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

Common parent, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

Taxpayer Identification Number (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment

reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

___ TIN:-----

___ TIN has been applied for.

___ TIN is not required because:

___ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

___ Offeror is an agency or instrumentality of a foreign government;

___ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

___ Sole proprietorship;

___ Partnership;

___ Corporate entity (not tax-exempt);

___ Corporate entity (tax-exempt);

___ Government entity (Federal, State, or local);

___ Foreign government;

___ International organization per 26 CFR 1.6049-4;

___ Other-----

(f) Common parent.

___ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

___ Name and TIN of common parent:

Name-----

TIN-----

(End of provision)

52.204-12 UNIQUE ENTITY IDENTIFIER MAINTENANCE (OCT 2016)

(a) Definition. Unique entity identifier, as used in this clause, means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See www.sam.gov for the designated entity for establishing unique entity identifiers.

(b) The Contractor shall ensure that the unique entity identifier is maintained with the entity designated at the System for Award Management (SAM) for establishment of the unique entity identifier throughout the life of the contract. The Contractor shall communicate any change to the unique entity identifier to the Contracting Officer within 30 days after the change, so an appropriate modification can be issued to update the data on the contract. A change in the unique entity identifier does not necessarily require a novation be accomplished.

(End of clause)

52.204-17 OWNERSHIP OR CONTROL OF OFFEROR (AUG 2020)

(a) Definitions. As used in this provision--

Commercial and Government Entity (CAGE) code means—

- (1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Commercial and Government Entity (CAGE) Branch to identify a commercial or government entity by unique location; or
- (2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support and Procurement Agency (NSPA) to entities located outside the United States and its outlying areas that the DLA Commercial and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as a NATO CAGE (NCAGE) code.

Highest-level owner means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

Immediate owner means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: Ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

(b) The Offeror represents that it [☐] has or [☐] does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (c) and if applicable, paragraph (d) of this provision for each participant in the joint venture.

(c) If the Offeror indicates "has" in paragraph (b) of this provision, enter the following information:

Immediate owner CAGE code:

Immediate owner legal name: _____

(Do not use a "doing business as" name)

Is the immediate owner owned or controlled by another entity?:

[☐] Yes or [☐] No.

(d) If the Offeror indicates ``yes" in paragraph (c) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code:

Highest-level owner legal name:

(Do not use a ``doing business as" name)

(End of provision)

52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)

The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of clause)

52.204-20 Predecessor of Offeror (AUG 2020)

(a) Definitions. As used in this provision--

Commercial and Government Entity (CAGE) code means--

- (1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Commercial and Government Entity (CAGE) Branch to identify a commercial or government entity by unique location; or
- (2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support and Procurement Agency (NSPA) to entities located outside the United States and its outlying areas that the DLA Commercial and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as a NATO CAGE (NCAGE) code.

Predecessor means an entity that is replaced by a successor and includes any predecessors of the predecessor.

Successor means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term "successor" does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

(b) The Offeror represents that it [] is or [] is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(c) If the Offeror has indicated "is" in paragraph (b) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code: ____ (or mark "Unknown").

Predecessor legal name: ____.

(Do not use a "doing business as" name).

(End of provision)

52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services--Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror Representations and Certifications--Commercial Products and Commercial Services. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

(a) Definitions. As used in this provision-

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) Prohibition.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to--

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to--

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services."

(d) Representations. The Offeror represents that--

(1) It [____] will, [____] will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that--

It [____] does, [____] does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) Disclosures.

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment--

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services--

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment--

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services--

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(End of provision)

52.204-26 COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES--REPRESENTATION (OCT 2020)

(a) Definitions. As used in this provision, "covered telecommunications equipment or services" and "reasonable inquiry" have the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(c) Representations.

(1) The Offeror represents that it [____] does, [____] does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(2) After conducting a reasonable inquiry for purposes of this representation, the offeror represents that it [____] does, [____] does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

(End of provision)

52.209-2 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS--REPRESENTATION (NOV 2015)

(a) Definitions. Inverted domestic corporation and subsidiary have the meaning given in the clause of this contract entitled Prohibition on Contracting with Inverted Domestic Corporations (52.209-10).

(b) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(c) Representation. The Offeror represents that--

(1) It [☐] is, [☐] is not an inverted domestic corporation; and

(2) It [☐] is, [☐] is not a subsidiary of an inverted domestic corporation.

(End of provision)

52.209-11 REPRESENTATION BY CORPORATIONS REGARDING DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (FEB 2016)

(a) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, the Government will not enter into a contract with any corporation that--

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that--

(1) It is [☐] is not [☐] a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(2) It is [☐] is not [☐] a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(End of provision)

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (OCT 2022) ALTERNATE I (OCT 2014)

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically in the System for Award Management (SAM) accessed through <https://www.sam.gov>. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (v) of this provision.

(a) Definitions. As used in this provision--

"Covered telecommunications equipment or services" has the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

"Economically disadvantaged women-owned small business (EDWOSB) concern" means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127, and the concern is certified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

"Forced or indentured child labor" means all work or service—

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

"Highest-level owner" means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

"Immediate owner" means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: Ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

"Inverted domestic corporation," means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

"Manufactured end product" means any end product in product and service codes (PSCs) 1000-9999, except—

(1) PSC 5510, Lumber and Related Basic Wood Materials;

(2) Product or Service Group (PSG) 87, Agricultural Supplies;

(3) PSG 88, Live Animals;

(4) PSG 89, Subsistence;

(5) PSC 9410, Crude Grades of Plant Materials;

(6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;

(7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;

(8) PSC 9610, Ores;

(9) PSC 9620, Minerals, Natural and Synthetic; and

(10) PSC 9630, Additive Metal Materials.

"Place of manufacture" means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

"Reasonable inquiry" has the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

"Restricted business operations" means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

"Sensitive technology"—

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—

- (i) To restrict the free flow of unbiased information in Iran; or
- (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

"Service-disabled veteran-owned small business concern"—

- (1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern"—

(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in its field of operation, and qualified as a small business under the criteria in 13 CFR part 121 and size standards in this solicitation.

"Small disadvantaged business concern, consistent with 13 CFR 124.1002," means a small business concern under the size standard applicable to the acquisition, that--

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by--

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13 CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

"Subsidiary" means an entity in which more than 50 percent of the entity is owned—

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

"Veteran-owned small business concern" means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans(as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

"Women-owned small business concern" means a small business concern --

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned small business (WOSB) concern eligible under the WOSB Program" (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States, and the concern is certified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300.

(b)

(1) Annual Representations and Certifications. Any changes provided by the Offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications in SAM.

(2) The offeror has completed the annual representations and certifications electronically in SAM accessed through <http://www.sam.gov>. After reviewing SAM information, the Offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications--Commercial Products and Commercial Services, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard(s) applicable to the NAICS code(s) referenced for this solicitation), at the time this offer is submitted and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs ____.

[Offeror to identify the applicable paragraphs at (c) through (v) of this provision that the offeror has completed for the purposes of this solicitation only, if any.]

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on SAM.]

(c) Offerors must complete the following representations when the resulting contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii). Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that--

(i) It [____] is, [____] is not a small business concern; or

(ii) It [____] is, [____] is not a small business joint venture that complies with the requirements of 13 CFR 121.103(h) and 13 CFR 125.8(a) and (b). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: ____ .]

(2) Veteran-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it [____] is, [____] is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that--

(i) It [____] is, [____] is not a service-disabled veteran-owned small business concern; or

(ii) It [____] is, [____] is not a joint venture that complies with the requirements of 13 CFR 125.18(b)(1) and (2). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: ____ .] Each service-disabled veteran-owned small business concern participating in the joint venture shall provide representation of its service-disabled veteran-owned small business concern status.

(4) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it [____] is, [____] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it [____] is, [____] is not a women-owned small business concern.

Note: Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) WOSB joint venture eligible under the WOSB Program. The offeror represents that it [____] is, [____] is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: ____ .]

(7) Economically disadvantaged women-owned small business (EDWOSB) joint venture. The offeror represents that it [____] is, [____] is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: ____ .]

(8) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it [____] is, a women-owned business concern.

(9) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(10) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that—

(i) It [____] is, [____] is not a HUBZone small business concern listed, on the date of this representation, as having been certified by SBA as a HUBZone small business concern in the Dynamic Small Business Search and SAM, and will attempt to maintain an employment rate of HUBZone residents of 35 percent of its employees during performance of a HUBZone contract (see 13 CFR 126.200(e)(1)); and

(ii) It [____] is, [____] is not a HUBZone joint venture that complies with the requirements of 13 CFR 126.616(a) through (c). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: ____ .] Each HUBZone small business concern participating in the HUBZone joint venture shall provide representation of its HUBZone status.

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) of this provision.)

[The offeror shall check the category in which its ownership falls]:

☐ Black American.

☐ Hispanic American.

☐ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

☐ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, Republic of Palau, Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

☐ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

☐ Individual/concern, other than one of the preceding.

(d) Representations required to implement provisions of Executive Order 11246 --

(1) Previous contracts and compliance. The offeror represents that --

(i) It [☐] has, [☐] has not, participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It [☐] has, [☐] has not, filed all required compliance reports.

(2) *Affirmative Action Compliance.* The offeror represents that --

(i) It [☐] has developed and has on file, [☐] has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It [☐] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions* (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) *Buy American Certificate.* (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American – Supplies, is included in this solicitation.)

(1) (i) The Offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that each domestic end product listed in paragraph (f)(3) of this provision contains a critical component.

(ii) The Offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. For those foreign end products that do not consist wholly or predominantly of iron or steel or a combination of both, the Offeror shall also indicate whether these foreign end products exceed 55 percent domestic content, except for those that are COTS items. If the percentage of the domestic content is unknown, select "no".

(iii) The Offeror shall separately list the line item numbers of domestic end products that contain a critical component (see FAR 25.105).

(iv) The terms "commercially available off-the-shelf (COTS) item," "critical component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American-Supplies."

(2) Foreign End Products:

Line Item No.	Country of origin	Exceeds 55% domestic content (yes/no)
___	___	___
___	___	___
___	___	___

[List as necessary]

(3) Domestic end products containing a critical component:
Line Item No. ___

[List as necessary]

(4) The Government will evaluate offers in accordance with the policies and procedures of FAR part 25.

(g)

(1) *Buy American -- Free Trade Agreements -- Israeli Trade Act Certificate.* (Applies only if the clause at FAR 52.225-3, Buy American -- Free Trade Agreements -- Israeli Trade Act, is included in this solicitation.)

(i) (A) The Offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (iii) of this provision, is a domestic end product and that each domestic end product listed in paragraph (g)(1)(iv) of this provision contains a critical component.

(B) The terms "Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product," "commercially available off-the-shelf (COTS) item," "critical component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American--Free Trade Agreements--Israeli Trade Act."

(ii) The Offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American--Free Trade Agreements--Israeli Trade Act."

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The Offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American--Free Trade Agreements--Israeli Trade Act." The Offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products. For those foreign end products that do not consist wholly or predominantly of iron or steel or a combination of both, the Offeror shall also indicate whether these foreign end products exceed 55 percent domestic content, except for those that are COTS items. If the percentage of the domestic content is unknown, select "no".

Other Foreign End Products:

Line Item No.	Country of origin	Exceeds 55% domestic content (yes/no)
_____	_____	_____
_____	_____	_____
_____	_____	_____

[List as necessary]

(iv) The Offeror shall list the line item numbers of domestic end products that contain a critical component (see FAR 25.105).

Line Item No. _____

[List as necessary]

(v) The Government will evaluate offers in accordance with the policies and procedures of FAR part 25.

(2) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I.* If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American—Free Trade Agreements—Israeli Trade Act":

Canadian End Products:

Line Item No.

[List as necessary]

(3) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II.* If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American--Free Trade Agreements--Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.	Country of origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(4) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate III.* If Alternate III to the clause at 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American—Free Trade Agreements—Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of origin
_____	_____
_____	_____

_____	_____
-------	-------

[List as necessary]

(5) *Trade Agreements Certificate*. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products

Line Item No.	Country of origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Responsibility Matters (Executive Order 12689)*. (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1) [____] Are, [____] are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) [____] Have, [____] have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property; and

(3) [____] Are, [____] are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) [____] Have, [____] have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds the threshold at 9.104-5(a)(2) for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) Examples.

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals. Contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed End Product

Listed end product	Listed countries of origin
_____	_____
_____	_____
_____	_____

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

[____] (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

[☐] (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) [☐] In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) [☐] Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Labor Standards. (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

(1) [☐] Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror [☐] does [☐] does not certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

(2) [☐] Certain services as described in FAR 22.1003-4(d)(1). The offeror [☐] does [☐] does not certify that—

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) *Taxpayer identification number (TIN)* (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to SAM to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

[____] TIN: ____ .

[____] TIN has been applied for.

[____] TIN is not required because:

[____] Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

[____] Offeror is an agency or instrumentality of a foreign government;

[____] Offeror is an agency or instrumentality of the Federal Government;

(4) Type of organization.

[____] Sole proprietorship;

[____] Partnership;

[____] Corporate entity (not tax-exempt);

[____] Corporate entity (tax-exempt);

[____] Government entity (Federal, State, or local);

[____] Foreign government;

[____] International organization per 26 CFR 1.6049-4;

[____] Other ____ .

(5) Common parent.

[____] Offeror is not owned or controlled by a common parent:

[____] Name and TIN of common parent:

Name ____

TIN ____

(m) *Restricted business operations in Sudan.* By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) Prohibition on Contracting with Inverted Domestic Corporations—

(1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(2) Representation. The Offeror represents that--

(i) It [____] is, [____] is not an inverted domestic corporation; and

(ii) It [____] is, [____] is not a subsidiary of an inverted domestic corporation.

(o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.

(1) The offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(2) Representation and Certification. Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror—

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds the threshold at FAR 25.703-2(a)(2) with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if—

(i) This solicitation includes a trade agreements certification (e.g., 52.212-3(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(p) Ownership or Control of Offeror. (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a unique entity identifier in the solicitation.

(1) The Offeror represents that it [____] has or [____] does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates "has" in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code: _____.

Immediate owner legal name: _____.

(Do not use a "doing business as" name)

Is the immediate owner owned or controlled by another entity: _ Yes or _ No.

(3) If the Offeror indicates "yes" in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code: _____.

Highest-level owner legal name: _____.

(Do not use a "doing business as" name)

(q) Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.

(1) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, The Government will not enter into a contract with any corporation that—

(i) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(ii) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(2) The Offeror represents that—

(i) It is ☐ is not ☐ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(ii) It is ☐ is not ☐ a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(r) Predecessor of Offeror. (Applies in all solicitations that include the provision at 52.204-16, Commercial and Government Entity Code Reporting.)

(1) The Offeror represents that it ☐ is or ☐ is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(2) If the Offeror has indicated "is" in paragraph (r)(1) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code: (or mark "Unknown").

Predecessor legal name: .

(Do not use a "doing business as" name).

(t) Public Disclosure of Greenhouse Gas Emissions and Reduction Goals. Applies in all solicitations that require offerors to register in SAM (12.301(d)(1)).

(1) This representation shall be completed if the Offeror received \$7.5 million or more in contract awards in the prior Federal fiscal year. The representation is optional if the Offeror received less than \$7.5 million in Federal contract awards in the prior Federal fiscal year.

(2) Representation. [Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii)]. (i) The Offeror (itself or through its immediate owner or highest-level owner) ☐ does, ☐ does not publicly disclose greenhouse gas emissions, i.e., makes available on a publicly accessible Web site the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

(ii) The Offeror (itself or through its immediate owner or highest-level owner) ☐ does, ☐ does not publicly disclose a quantitative greenhouse gas emissions reduction goal, i.e., make available on a publicly accessible Web site a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.

(iii) A publicly accessible Web site includes the Offeror's own Web site or a recognized, third-party greenhouse gas emissions reporting program.

(3) If the Offeror checked "does" in paragraphs (t)(2)(i) or (t)(2)(ii) of this provision, respectively, the Offeror shall provide the publicly accessible Web site(s) where greenhouse gas emissions and/or reduction goals are reported:

.

(u)(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(2) The prohibition in paragraph (u)(1) of this provision does not contravene requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(3) Representation. By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).

(v) Covered Telecommunications Equipment or Services--Representation. Section 889(a)(1)(A) and section 889(a)(1)(B) of Public Law 115-232.

(1) The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(2) The Offeror represents that--

(i) It [☐] does, [☐] does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(ii) After conducting a reasonable inquiry for purposes of this representation, that it [☐] does, [☐] does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

(End of provision)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DEVIATION 2018-O0021) (OCT 2022) ALTERNATE I (FEB 2000)

(a) Notwithstanding the requirements of any other clauses of this contract, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (b) (1) in a subcontract for commercial products and commercial services. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(1) 52.203-13, Contractor Code of Business Ethics and Conduct (NOV 2021) (41 U.S.C. 3509).

(2) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

- (3) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (NOV 2021) (Section 1634 of Pub. L. 115-91).
- (4) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).
- (5) 52.219-8, Utilization of Small Business Concerns (OCT 2022) (15 U.S.C.637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
- (6) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
- (7) 52.222-26, Equal Opportunity (SEP 2015) (E.O.11246).
- (8) 52.222-35, Equal Opportunity for Veterans (OCT 2015) (38 U.S.C.4212).
- (9) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C.793).
- (10) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C.4212)
- (11) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
- (12) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67).
- (13)
- (A) 52.222-50, Combating Trafficking in Persons (NOV 2021) (22 U.S.C. chapter 78 and E.O 13627).
- (B) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O 13627).
- (14) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (MAY 2014) (41 U.S.C. chapter 67).
- (15) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (MAY 2014) (41 U.S.C. chapter 67).
- (16) 52.222-54, Employment Eligibility Verification (MAY 2022) (E.O. 12989).
- (17) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022).
- (18) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).
- (19)
- (A) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

(B) Alternate I (JAN 2017) of 52.224-3.

(20) 52.225-26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(21) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(22) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (NOV 2021) (46 U.S.C. 55305 and 10 U.S.C.2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(b) While not required, the Contractor may include in its subcontracts for commercial products and commercial services a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

52.214-3 AMENDMENTS TO INVITATIONS FOR BIDS (DEC 2016)

(a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

(b) (1) Bidders shall acknowledge receipt of any amendment to this solicitation--

(i) By signing and returning the amendment;

(ii) By identifying the amendment number and date in space provided for this purpose on the form for submitting a bid;

(iii) By letter;

(iv) By facsimile, if facsimile bids are authorized in the solicitation; or

(v) By email, if email bids are authorized in the solicitation.

(2) The Government must receive the acknowledgement by the time and at the place specified for receipt of bids.

(End of provision)

52.214-4 FALSE STATEMENTS IN BIDS (APR 1984)

Bidders must provide full, accurate, and complete information as required by this solicitation and its attachments. The penalty for making false statements in bids is prescribed in 18 U.S.C. 1001.

(End of provision)

52.214-5 SUBMISSION OF BIDS (DEC 2016)

(a) Bids and bid modifications shall be submitted in sealed envelopes or packages (unless submitted by electronic means) (1) addressed to the office specified in the solicitation, and (2) showing the time and date specified for receipt, the solicitation number, and the name and address of the bidder.

(b) Bidders using commercial carrier services shall ensure that the bid is addressed and marked on the outermost envelope or wrapper as prescribed in subparagraphs (a)(1) and (2) of this provision when delivered to the office specified in the solicitation.

(c) Facsimile bids, modifications, or withdrawals, will not be considered unless authorized by the solicitation.

(d) Bids submitted by electronic commerce shall be considered only if the electronic commerce method was specifically stipulated or permitted by the solicitation.

(End of provision)

52.214-6 EXPLANATION TO PROSPECTIVE BIDDERS (APR 1984)

Any prospective bidder desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing soon enough to allow a reply to reach all prospective bidders before the submission of their bids. Oral explanations or instructions given before the award of a contract will not be binding. Any information given a prospective bidder concerning a solicitation will be furnished promptly to all other prospective bidders as an amendment to the solicitation, if that information is necessary in submitting bids or if the lack of it would be prejudicial to other prospective bidders.

(End of provision)

52.214-7 LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF BIDS (NOV 1999)

(a) Bidders are responsible for submitting bids, and any modifications or withdrawals, so as to reach the Government office designated in the invitation for bids (IFB) by the time specified in the IFB. If no time is specified in the IFB, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that bids are due.

(b)(1) Any bid, modification, or withdrawal received at the Government office designated in the IFB after the exact time specified for receipt of bids is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late bid would not unduly delay the acquisition; and--

(i) If it was transmitted through an electronic commerce method authorized by the IFB, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of bids; or

(ii) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of bids and was under the Government's control prior to the time set for receipt of bids.

(2) However, a late modification of an otherwise successful bid that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(c) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the bid wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(d) If an emergency or unanticipated event interrupts normal Government processes so that bids cannot be received at the Government office designated for receipt of bids by the exact time specified in the IFB and urgent Government requirements preclude amendment of the IFB, the time specified for receipt of bids will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(e) Bids may be withdrawn by written notice received at any time before the exact time set for receipt of bids. If the IFB authorizes facsimile bids, bids may be withdrawn via facsimile received at any time before the exact time set for receipt of bids, subject to the conditions specified in the provision at 52.214-31, Facsimile Bids. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for receipt of bids, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid.

(End of provision)

52.214-10 CONTRACT AWARD--SEALED BIDDING (JUL 1990)

(a) The Government will evaluate bids in response to this solicitation without discussions and will award a contract to the responsible bidder whose bid, conforming to the solicitation, will be most advantageous to the Government considering only price and the price-related factors specified elsewhere in the solicitation.

(b) The Government may (1) reject any or all bids, (2) accept other than the lowest bid, and (3) waive informalities or minor irregularities in bids received.

(c) The Government may accept any item or group of items of a bid, unless the bidder qualifies the bid by specific limitations. Unless otherwise provided in the Schedule, bids may be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the bidder specifies otherwise in the bid.

(d) A written award or acceptance of a bid mailed or otherwise furnished to the successful bidder within the time for acceptance specified in the bid shall result in a binding contract without further action by either party.

(e) The Government may reject a bid as nonresponsive if the prices bid are materially unbalanced between line items or subline items. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the Government even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount to allowing an advance payment.

(End of provision)

52.214-12 PREPARATION OF BIDS (APR 1984)

(a) Bidders are expected to examine the drawings, specifications, Schedule, and all instructions. Failure to do so will be at the bidder's risk.

(b) Each bidder shall furnish the information required by the solicitation. The bidder shall sign the bid and print or type its name on the Schedule and each continuation sheet on which it makes an entry. Erasures or other changes must be initialed by the person signing the bid. Bids signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(c) For each item offered, bidders shall (1) show the unit price, including, unless otherwise specified, packaging, packing, and preservation and (2) enter the extended price for the quantity of each item offered in the "Amount" column of the Schedule. In case of discrepancy between a unit price and an extended price, the unit price will be presumed to be correct, subject, however, to correction to the same extent and in the same manner as any other mistake.

(d) Bids for supplies or services other than those specified will not be considered unless authorized by the solicitation.

(e) Bidders must state a definite time for delivery of supplies or for performance of services, unless otherwise specified in the solicitation.

(f) Time, if stated as a number of days, will include Saturdays, Sundays, and holidays.

(End of provision)

52.214-15 PERIOD FOR ACCEPTANCE OF BIDS (APR 1984)

In compliance with the solicitation, the bidder agrees, if this bid is accepted within 60 calendar days from the date specified in the solicitation for receipt of bids, to furnish any or all items upon which prices are bid at the price set opposite each item, delivered at the designated point(s), within the time specified in the Schedule.

(End of clause)

52.214-16 MINIMUM BID ACCEPTANCE PERIOD (APR 1984)

(a) "Acceptance period," as used in this provision, means the number of calendar days available to the Government for awarding a contract from the date specified in this solicitation for receipt of bids.

(b) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.

(c) The Government requires a minimum acceptance period of 60 calendar days.

(d) In the space provided immediately below, bidders may specify a longer acceptance period than the Government's minimum requirement.

The bidder allows the following acceptance period: _____ calendar days.

(e) A bid allowing less than the Government's minimum acceptance period will be rejected.

(f) The bidder agrees to execute all that it has undertaken to do, in compliance with its bid, if that bid is accepted in writing within (1) the acceptance period stated in paragraph (c) above or (2) any longer acceptance period stated in paragraph (d) above.

(End of clause)

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a firm fixed price contract resulting from this solicitation.

(End of provision)

52.216-21 REQUIREMENTS (OCT 1995)

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 30 December 2027.

(End of clause)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 60 calendar days.

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 63 months.

(End of clause)

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (OCT 2022) - ALTERNATE I (SEPT 2015)

(a) Definitions. As used in this provision--

Economically disadvantaged women-owned small business (EDWOSB) concern means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127, and the concern is certified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300. It automatically qualifies as a women-owned small business concern eligible under the WOSB Program.

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

Small business concern--

(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in its field of operation, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (b) of this provision.

(2) Affiliates, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

Small disadvantaged business concern, consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that--

- (1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by--
 - (i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States, and
 - (ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and
- (2) The management and daily business operations of which are controlled (as defined at 13 CFR 124.106) by individuals who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

Veteran-owned small business concern means a small business concern--

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

Women-owned small business concern means a small business concern--

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127) means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States, and the concern is certified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300.

(b)(1) The North American Industry Classification System (NAICS) code for this acquisition is 488991.

(2) The small business size standard is \$30 million.

(3) The small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce (i.e., nonmanufacturer), is 500 employees if the acquisition--

- (i) Is set aside for small business and has a value above the simplified acquisition threshold;
- (ii) Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or
- (iii) Is an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

(c) Representations.

- (1) The offeror represents as part of its offer that--

(i) It [____] is, [____] is not a small business concern; or

(ii) It [____] is, [____] is not a small business joint venture that complies with the requirements of 13 CFR 121.103(h) and 13 CFR 125.8(a) and (b). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: ____ .]

(2) [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it [____] is, [____] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it [____] is, [____] is not a women-owned small business concern.

(4) Women-owned small business (WOSB) joint venture eligible under the WOSB Program. The offeror represents as part of its offer that it [____] is, [____] is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: ____ .]

(5) Economically disadvantaged women-owned small business (EDWOSB) joint venture. The offeror represents as part of its offer that it [____] is, [____] is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: ____ .]

(6) [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it [____] is, [____] is not a veteran-owned small business concern.

(7) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(6) of this provision.] The offeror represents as part of its offer that--

(i) It [____] is, [____] is not a service-disabled veteran-owned small business concern; or

(ii) It [____] is, [____] is not a service-disabled veteran-owned joint venture that complies with the requirements of 13 CFR 125.18(b)(1) and (2). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: ____ .] Each service-disabled veteran-owned small business concern participating in the joint venture shall provide representation of its service-disabled veteran-owned small business concern status.

(8) [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It [____] is, [____] is not a HUBZone small business concern listed, on the date of this representation, as having been certified by SBA as a HUBZone small business concern in the Dynamic Small Business Search and SAM, and will attempt to maintain an employment rate of HUBZone residents of 35 percent of its employees during performance of a HUBZone contract (see 13 CFR 126.200(e)(1)); and

(ii) It [____] is, [____] is not a HUBZone joint venture that complies with the requirements of 13 CFR 126.616(a) through (c). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: ____ .] Each HUBZone small business concern participating in the HUBZone joint venture shall provide representation of its HUBZone status.

(d) Notice. Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged women-owned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, 15, 31, and 36 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall—

- (1) Be punished by imposition of fine, imprisonment, or both;
 - (2) Be subject to administrative remedies, including suspension and debarment; and
 - (3) Be ineligible for participation in programs conducted under the authority of the Act.
- (9) [Complete if offeror represented itself as disadvantaged in paragraph (c)(2) of this provision.] The offeror shall check the category in which its ownership falls:
- ☐ Black American.
 - ☐ Hispanic American.
 - ☐ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).
 - ☐ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, Republic of Palau, Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).
 - ☐ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).
 - ☐ Individual/concern, other than one of the preceding.

(End of provision)

52.219-14 LIMITATIONS ON SUBCONTRACTING (OCT 2022)

- (a) This clause does not apply to the unrestricted portion of a partial set-aside.
- (b) Definition. Similarly situated entity, as used in this clause, means a first-tier subcontractor, including an independent contractor, that--
 - (1) Has the same small business program status as that which qualified the prime contractor for the award (e.g., for a small business set-aside contract, any small business concern, without regard to its socioeconomic status); and
 - (2) Is considered small for the size standard under the North American Industry Classification System (NAICS) code the prime contractor assigned to the subcontract.
- (c) Applicability. This clause applies only to--
 - (1) Contracts that have been set aside for any of the small business concerns identified in 19.000(a)(3);
 - (2) Part or parts of a multiple-award contract that have been set aside for any of the small business concerns identified in 19.000(a)(3);
 - (3) Contracts that have been awarded on a sole-source basis in accordance with subparts 19.8, 19.13, 19.14, and 19.15;
 - (4) Orders expected to exceed the simplified acquisition threshold and that are--
 - (i) Set aside for small business concerns under multiple-award contracts, as described in 8.405-5 and 16.505(b)(2)(i)(F); or
 - (ii) Issued directly to small business concerns under multiple-award contracts as described in 19.504(c)(1)(ii);

(5) Orders, regardless of dollar value, that are--

(i) Set aside in accordance with subparts 19.8, 19.13, 19.14, or 19.15 under multiple-award contracts, as described in 8.405-5 and 16.505(b)(2)(i)(F); or

(ii) Issued directly to concerns that qualify for the programs described in subparts 19.8, 19.13, 19.14, or 19.15 under multiple-award contracts, as described in 19.504(c)(1)(ii); and

(6) Contracts using the HUBZone price evaluation preference to award to a HUBZone small business concern unless the concern waived the evaluation preference.

(d) Independent contractors. An independent contractor shall be considered a subcontractor.

(e) Limitations on subcontracting. By submission of an offer and execution of a contract, the Contractor agrees that in performance of a contract assigned a North American Industry Classification System (NAICS) code for--

(1) Services (except construction), it will not pay more than 50 percent of the amount paid by the Government for contract performance to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both services and supplies, the 50 percent limitation shall apply only to the service portion of the contract;

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), it will not pay more than 50 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both supplies and services, the 50 percent limitation shall apply only to the supply portion of the contract;

(3) General construction, it will not pay more than 85 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 85 percent subcontract amount that cannot be exceeded; or

(4) Construction by special trade contractors, it will not pay more than 75 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 75 percent subcontract amount that cannot be exceeded.

(f) The Contractor shall comply with the limitations on subcontracting as follows:

(1) For contracts, in accordance with paragraphs (c)(1), (2), (3) and (6) of this clause--

[Contracting Officer check as appropriate.]

___ By the end of the base term of the contract and then by the end of each subsequent option period; or

___ By the end of the performance period for each order issued under the contract.

(2) For orders, in accordance with paragraphs (c)(4) and (5) of this clause, by the end of the performance period for the order.

(g) A joint venture agrees that, in the performance of the contract, the applicable percentage specified in paragraph (e) of this clause will be performed by the aggregate of the joint venture participants.

(1) In a joint venture comprised of a small business protege and its mentor approved by the Small Business Administration, the small business protege shall perform at least 40 percent of the work performed by the joint venture. Work performed by the small business protege in the joint venture must be more than administrative functions.

(2) In an 8(a) joint venture, the 8(a) participant(s) shall perform at least 40 percent of the work performed by the joint venture. Work performed by the 8(a) participants in the joint venture must be more than administrative functions.

(End of clause)

52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (OCT 2022)

(a) Definitions. As used in this clause--

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

Small business concern--

(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in its field of operation, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (d) of this clause.

(2) Affiliates, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

(b) If the Contractor represented that it was any of the small business concerns identified in 19.000(a)(3) prior to award of this contract, the Contractor shall rerepresent its size and socioeconomic status according to paragraph (f) of this clause or, if applicable, paragraph (h) of this clause, upon occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts--

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) If the Contractor represented that it was any of the small business concerns identified in 19.000(a)(3) prior to award of this contract, the Contractor shall rerepresent its size and socioeconomic status according to paragraph (f)

of this clause or, if applicable, paragraph (h) of this clause, when the Contracting Officer explicitly requires it for an order issued under a multiple-award contract.

(d) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code(s) assigned to this contract. The small business size standard corresponding to this NAICS code(s) can be found at <https://www.sba.gov/document/support--table-size-standards>.

(e) The small business size standard for a Contractor providing an end item that it does not manufacture, process, or produce itself, for a contract other than a construction or service contract, is 500 employees if the acquisition--

(1) Was set aside for small business and has a value above the simplified acquisition threshold;

(2) Used the HUBZone price evaluation preference regardless of dollar value, unless the Contractor waived the price evaluation preference; or

(3) Was an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

(f) Except as provided in paragraph (h) of this clause, the Contractor shall make the representation(s) required by paragraph (b) and (c) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause, or with its offer for an order (see paragraph (c) of this clause), that the data have been validated or updated, and provide the date of the validation or update.

(g) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (f) or (h) of this clause.

(h) If the Contractor does not have representations and certifications in SAM, or does not have a representation in SAM for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

(1) The Contractor represents that it [] is, [] is not a small business concern under NAICS Code 488991 assigned to contract number W911SD-23-R-0018.

(2) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.] The Contractor represents that it [] is, [] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.] The Contractor represents that it [] is, [] is not a women-owned small business concern.

(4) Women-owned small business (WOSB) joint venture eligible under the WOSB Program. The Contractor represents that it [] is, [] is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [The Contractor shall enter the name and unique entity identifier of each party to the joint venture: .]

(5) Economically disadvantaged women-owned small business (EDWOSB) joint venture. The Contractor represents that it [] is, [] is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [The Contractor shall enter the name and unique entity identifier of each party to the joint venture: .]

(6) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.] The Contractor represents that it [] is, [] is not a veteran-owned

small business concern.

(7) [Complete only if the Contractor represented itself as a veteran-owned small business concern in paragraph (h)(6) of this clause.] The Contractor represents that it [] is, [] is not a service-disabled veteran-owned small business concern.

(8) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.] The Contractor represents that--

(i) It [] is, [] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR part 126; and

(ii) It [] is, [] is not a HUBZone joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (h)(8)(i) of this clause is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The Contractor shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: .] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

[Contractor to sign and date and insert authorized signer's name and title.]

(End of clause)

52.222-35 EQUAL OPPORTUNITY FOR VETERANS (JUN 2020)

(a) Definitions. As used in this clause--

"Active duty wartime or campaign badge veteran," "Armed Forces service medal veteran," "disabled veteran," "protected veteran," "qualified disabled veteran," and "recently separated veteran" have the meanings given at Federal Acquisition Regulation (FAR) 22.1301.

(b) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.

(c) Subcontracts. The Contractor shall insert the terms of this clause in subcontracts valued at or above the threshold specified in FAR 22.1303(a) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUN 2020)

(a) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

(b) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of the threshold specified in Federal Acquisition Regulation (FAR) 22.1408(a) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 2014)

In compliance with the Service Contract Labor Standards statute and the regulations of the Secretary of Labor (29 CFR part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION
Employee Class Monetary Wage-Fringe Benefits

Truck Driver/Light	\$21.32/hr.
Truck Driver/Medium	\$22.58/hr.
Truck Driver/Heavy	\$27.62/hr.
Truck Driver/Tractor Trailer	\$27.62/hr.
Shipping Packer	\$18.49/hr.
Forklift Operator	\$20.92/hr.

(End of clause)

52.225-25 PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN--REPRESENTATION AND CERTIFICATIONS. (JUN 2020)

(a) Definitions. As used in this provision--

Person--

(1) Means--

(i) A natural person;

(ii) A corporation, business association, partnership, society, trust, financial institution, insurer, underwriter, guarantor, and any other business organization, any other nongovernmental entity, organization, or group, and any governmental entity operating as a business enterprise; and

(iii) Any successor to any entity described in paragraph (1)(ii) of this definition; and

(2) Does not include a government or governmental entity that is not operating as a business enterprise.

Sensitive technology--

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically--

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

(b) The offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(c) Except as provided in paragraph (d) of this provision or if a waiver has been granted in accordance with Federal Acquisition Regulation (FAR) 25.703-4, by submission of its offer, the offeror—

(1) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(2) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act. These sanctioned activities are in the areas of development of the petroleum resources of Iran, production of refined petroleum products in Iran, sale and provision of refined petroleum products to Iran, and contributing to Iran's ability to acquire or develop certain weapons or technologies; and

(3) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds the threshold at FAR 25.703-2(a)(2) with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>).

(d) Exception for trade agreements. The representation requirement of paragraph (c)(1) and the certification requirements of paragraphs (c)(2) and (c)(3) of this provision do not apply if—

(1) This solicitation includes a trade agreements notice or certification (e.g., 52.225-4, 52.225-6, 52.225-12, 52.225-24, or comparable agency provision); and

(2) The offeror has certified that all the offered products to be supplied are designated country end products or designated country construction material.

(End of provision)

(a) The Contractor, at the Contractor's expense, shall provide and maintain, during the continuance of this contract, cargo insurance of \$75,000.00 per vehicle to cover the value of property on each vehicle and of \$75,000.00 to cover the total value of the property in the shipment.

(b) All insurance shall be written on companies acceptable to Mission and Installation Contracting Command at West Point (MICC-WP), and policies shall include such terms and conditions as required by MICC-WP. The Contractor shall provide evidence of acceptable cargo insurance to MICC-WP before commencing operations under this contract.

(c) Each cargo insurance policy shall include the following statement:

“It is a condition of this policy that the Company shall furnish--

(1) Written notice to MICC-WP, 30 days in advance of the effective date of any reduction in, or cancellation of, this policy; and

(2) Evidence of any renewal policy to the address specified in paragraph (1) of this statement, not less than 15 days prior to the expiration of any current policy on file with MICC-WP.

(End of clause)

52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond FY23. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond FY23, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013)

(a) Except as stated in paragraph (b) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(1) Any such clause is unenforceable against the Government.

(2) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an “I agree” click box or other comparable mechanism (e.g., “click-wrap” or “browse-wrap” agreements), execution does not bind the Government or any Government authorized end user to such clause.

(3) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(b) Paragraph (a) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(End of clause)

52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (NOV 2021)

(a) Upon receipt of accelerated payments from the Government, the Contractor shall make accelerated payments to its small business subcontractors under this contract, to the maximum extent practicable and prior to when such payment is otherwise required under the applicable contract or subcontract, after receipt of a proper invoice and all other required documentation from the small business subcontractor.

(b) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

(c) Include the substance of this clause, including this paragraph (c), in all subcontracts with small business concerns, including subcontracts with small business concerns for the acquisition of commercial products or commercial services.

(End of clause)

52.233-3 PROTEST AFTER AWARD (AUG. 1996)

(a) Upon receipt of a notice of protest (as defined in FAR 33.101) or a determination that a protest is likely (see FAR 33.102(d)), the Contracting Officer may, by written order to the Contractor, direct the Contractor to stop performance of the work called for by this contract. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Upon receipt of the final decision in the protest, the Contracting Officer shall either--

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled either before or after a final decision in the protest, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if--

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to an adjustment within 30 days after the end of the period of work stoppage; provided, that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon a proposal at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(e) The Government's rights to terminate this contract at any time are not affected by action taken under this clause.

(f) If, as the result of the Contractor's intentional or negligent misstatement, misrepresentation, or miscertification, a protest related to this contract is sustained, and the Government pays costs, as provided in FAR 33.102(b)(2) or 33.104(h)(1), the Government may require the Contractor to reimburse the Government the amount of such costs. In addition to any other remedy available, and pursuant to the requirements of Subpart 32.6, the Government may collect this debt by offsetting the amount against any payment due the Contractor under any contract between the Contractor and the Government.

(End of clause)

52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)

United States law will apply to resolve any claim of breach of this contract.

(End of clause)

52.243-1 CHANGES--FIXED-PRICE (AUG 1987) - ALTERNATE IV (APR 1984)

(a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:

(1) Specifications.

(2) Work or services.

(3) Place of origin.

(4) Place of delivery.

(5) Tonnage to be shipped.

(6) Amount of Government-furnished property.

(b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the Contracting Officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.

(c) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

(d) If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the Contracting Officer shall have the right to prescribe the manner of the disposition of the property.

(e) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

(End of clause)

52.247-2 PERMITS, AUTHORITIES, OR FRANCHISES (JAN 1997)

(a) The offeror does (), does not (), hold authorization from the Federal Highway Administration (FHWA) or other cognizant regulatory body. If authorization is held, it is as follows:

(Name of regulatory body)

(Authorization No.)

(b) The offeror shall furnish to the Government, if requested, copies of the authorization before moving the material under any contract awarded. In addition, the offeror shall, at the offeror's expense, obtain and maintain any permits, franchises, licenses, and other authorities issued by State and local governments.

(End of clause)

52.247-7 FREIGHT EXCLUDED (APR 1984)

Excluded from the scope of this contract are shipments that can be more advantageously or economically moved via parcel post or small package carrier; shipments of unusual value, explosives and other dangerous articles, household goods, commodities in bulk, commodities injurious or contaminating to other freight; and shipments that the Government may elect to move in Government vehicles.

(End of clause)

52.247-24 ADVANCE NOTIFICATION BY THE GOVERNMENT (APR 1984)

The Government will notify the Contractor 24 hours in advance of the number of pieces and weight of all normal shipments and the time the shipment will be available for pickup. On other-than-normal shipments, the Government will furnish additional information; e.g., dimension of oversized pieces, as necessary to determine the amount of equipment and/or manpower needed to perform the required services.

(End of clause)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by

paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<https://www.acquisition.gov>

(End of provision)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<https://www.acquisition.gov>

(End of clause)

52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (NOV 2020)

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

(b) The use in this solicitation of any Defense Federal Acquisition Regulation Supplement (48 CFR Chapter Two) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (NOV 2020)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any Defense Federal Acquisition Regulation Supplement (48 CFR Two) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

252.204-7006 BILLING INSTRUCTIONS (OCT 2005)

When submitting a request for payment, the Contractor shall--

(a) Identify the contract line item(s) on the payment request that reasonably reflect contract work performance; and

(b) Separately identify a payment amount for each contract line item included in the payment request.

(End of clause)

252.204-7012 SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (DEC 2019)

(a) Definitions. As used in this clause--

Adequate security means protective measures that are commensurate with the consequences and probability of loss, misuse, or unauthorized access to, or modification of information.

Compromise means disclosure of information to unauthorized persons, or a violation of the security policy of a system, in which unauthorized intentional or unintentional disclosure, modification, destruction, or loss of an object, or the copying of information to unauthorized media may have occurred.

Contractor attributional/proprietary information means information that identifies the contractor(s), whether directly or indirectly, by the grouping of information that can be traced back to the contractor(s) (e.g., program description, facility locations), personally identifiable information, as well as trade secrets, commercial or financial information, or other commercially sensitive information that is not customarily shared outside of the company.

Controlled technical information means technical information with military or space application that is subject to controls on the access, use, reproduction, modification, performance, display, release, disclosure, or dissemination. Controlled technical information would meet the criteria, if disseminated, for distribution statements B through F using the criteria set forth in DoD Instruction 5230.24, Distribution Statements on Technical Documents. The term does not include information that is lawfully publicly available without restrictions.

Covered contractor information system means an unclassified information system that is owned, or operated by or for, a contractor and that processes, stores, or transmits covered defense information.

Covered defense information means unclassified controlled technical information or other information, as described in the Controlled Unclassified Information (CUI) Registry at <http://www.archives.gov/cui/registry/category-list.html>, that requires safeguarding or dissemination controls pursuant to and consistent with law, regulations, and Governmentwide policies, and is--

(1) Marked or otherwise identified in the contract, task order, or delivery order and provided to the contractor by or on behalf of DoD in support of the performance of the contract; or

(2) Collected, developed, received, transmitted, used, or stored by or on behalf of the contractor in support of the performance of the contract.

Cyber incident means actions taken through the use of computer networks that result in a compromise or an actual or potentially adverse effect on an information system and/or the information residing therein.

Forensic analysis means the practice of gathering, retaining, and analyzing computer-related data for investigative purposes in a manner that maintains the integrity of the data.

Information system means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.

Malicious software means computer software or firmware intended to perform an unauthorized process that will have adverse impact on the confidentiality, integrity, or availability of an information system. This definition includes a virus, worm, Trojan horse, or other code-based entity that infects a host, as well as spyware and some forms of adware.

Media means physical devices or writing surfaces including, but is not limited to, magnetic tapes, optical disks, magnetic disks, large-scale integration memory chips, and printouts onto which covered defense information is recorded, stored, or printed within a covered contractor information system.

Operationally critical support means supplies or services designated by the Government as critical for airlift, sealift, intermodal transportation services, or logistical support that is essential to the mobilization, deployment, or sustainment of the Armed Forces in a contingency operation.

Rapidly report means within 72 hours of discovery of any cyber incident.

Technical information means technical data or computer software, as those terms are defined in the clause at DFARS 252.227-7013, Rights in Technical Data--Noncommercial Items, regardless of whether or not the clause is incorporated in this solicitation or contract. Examples of technical information include research and engineering data, engineering drawings, and associated lists, specifications, standards, process sheets, manuals, technical reports, technical orders, catalog-item identifications, data sets, studies and analyses and related information, and computer software executable code and source code.

(b) Adequate security. The Contractor shall provide adequate security on all covered contractor information systems. To provide adequate security, the Contractor shall implement, at a minimum, the following information security protections:

(1) For covered contractor information systems that are part of an information technology (IT) service or system operated on behalf of the Government, the following security requirements apply:

(i) Cloud computing services shall be subject to the security requirements specified in the clause 252.239-7010, Cloud Computing Services, of this contract.

(ii) Any other such IT service or system (i.e., other than cloud computing) shall be subject to the security requirements specified elsewhere in this contract.

(2) For covered contractor information systems that are not part of an IT service or system operated on behalf of the Government and therefore are not subject to the security requirement specified at paragraph (b)(1) of this clause, the following security requirements apply:

(i) Except as provided in paragraph (b)(2)(ii) of this clause, the covered contractor information system shall be subject to the security requirements in National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, "Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations" (available via the internet at <http://dx.doi.org/10.6028/NIST.SP.800-171>) in effect at the time the solicitation is issued or as authorized by the Contracting Officer.

(ii)(A) The Contractor shall implement NIST SP 800-171, as soon as practical, but not later than December 31, 2017. For all contracts awarded prior to October 1, 2017, the Contractor shall notify the DoD Chief Information Officer (CIO), via email at osd.dibcsia@mail.mil, within 30 days of contract award, of any security requirements specified by NIST SP 800-171 not implemented at the time of contract award.

(B) The Contractor shall submit requests to vary from NIST SP 800-171 in writing to the Contracting Officer, for consideration by the DoD CIO. The Contractor need not implement any security requirement adjudicated by an authorized representative of the DoD CIO to be nonapplicable or to have an alternative, but equally effective, security measure that may be implemented in its place.

(C) If the DoD CIO has previously adjudicated the contractor's requests indicating that a requirement is not applicable or that an alternative security measure is equally effective, a copy of that approval shall be provided to the Contracting Officer when requesting its recognition under this contract.

(D) If the Contractor intends to use an external cloud service provider to store, process, or transmit any covered defense information in performance of this contract, the Contractor shall require and ensure that the cloud service provider meets security requirements equivalent to those established by the Government for the Federal Risk and Authorization Management Program (FedRAMP) Moderate baseline (<https://www.fedramp.gov/resources/documents/>) and that the cloud service provider complies with requirements in paragraphs (c) through (g) of this clause for cyber incident reporting, malicious software, media preservation and protection, access to additional information and equipment necessary for forensic analysis, and cyber incident damage assessment.

(3) Apply other information systems security measures when the Contractor reasonably determines that information systems security measures, in addition to those identified in paragraphs (b)(1) and (2) of this clause, may be required to provide adequate security in a dynamic environment or to accommodate special circumstances (e.g., medical devices) and any individual, isolated, or temporary deficiencies based on an assessed risk or vulnerability. These measures may be addressed in a system security plan.

(c) Cyber incident reporting requirement.

(1) When the Contractor discovers a cyber incident that affects a covered contractor information system or the covered defense information residing therein, or that affects the contractor's ability to perform the requirements of the contract that are designated as operationally critical support and identified in the contract, the Contractor shall--

(i) Conduct a review for evidence of compromise of covered defense information, including, but not limited to, identifying compromised computers, servers, specific data, and user accounts. This review shall also include analyzing covered contractor information system(s) that were part of the cyber incident, as well as other information systems on the Contractor's network(s), that may have been accessed as a result of the incident in order to identify compromised covered defense information, or that affect the Contractor's ability to provide operationally critical support; and

(ii) Rapidly report cyber incidents to DoD at <https://dibnet.dod.mil>.

(2) Cyber incident report. The cyber incident report shall be treated as information created by or for DoD and shall include, at a minimum, the required elements at <https://dibnet.dod.mil>.

(3) Medium assurance certificate requirement. In order to report cyber incidents in accordance with this clause, the Contractor or subcontractor shall have or acquire a DoD-approved medium assurance certificate to report cyber incidents. For information on obtaining a DoD-approved medium assurance certificate, see <https://public.cyber.mil/eca/>.

(d) Malicious software. When the Contractor or subcontractors discover and isolate malicious software in connection with a reported cyber incident, submit the malicious software to DoD Cyber Crime Center (DC3) in accordance with instructions provided by DC3 or the Contracting Officer. Do not send the malicious software to the Contracting Officer.

(e) Media preservation and protection. When a Contractor discovers a cyber incident has occurred, the Contractor shall preserve and protect images of all known affected information systems identified in paragraph (c)(1)(i) of this clause and all relevant monitoring/packet capture data for at least 90 days from the submission of the cyber incident report to allow DoD to request the media or decline interest.

(f) Access to additional information or equipment necessary for forensic analysis. Upon request by DoD, the Contractor shall provide DoD with access to additional information or equipment that is necessary to conduct a forensic analysis.

(g) Cyber incident damage assessment activities. If DoD elects to conduct a damage assessment, the Contracting Officer will request that the Contractor provide all of the damage assessment information gathered in accordance with paragraph (e) of this clause.

(h) DoD safeguarding and use of contractor attributional/proprietary information. The Government shall protect against the unauthorized use or release of information obtained from the contractor (or derived from information obtained from the contractor) under this clause that includes contractor attributional/proprietary information, including such information submitted in accordance with paragraph (c). To the maximum extent practicable, the Contractor shall identify and mark attributional/proprietary information. In making an authorized release of such information, the Government will implement appropriate procedures to minimize the contractor attributional/proprietary information that is included in such authorized release, seeking to include only that information that is necessary for the authorized purpose(s) for which the information is being released.

(i) Use and release of contractor attributional/proprietary information not created by or for DoD. Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is not created by or for DoD is authorized to be released outside of DoD--

(1) To entities with missions that may be affected by such information;

(2) To entities that may be called upon to assist in the diagnosis, detection, or mitigation of cyber incidents;

(3) To Government entities that conduct counterintelligence or law enforcement investigations;

(4) For national security purposes, including cyber situational awareness and defense purposes (including with Defense Industrial Base (DIB) participants in the program at 32 CFR part 236); or

(5) To a support services contractor ("recipient") that is directly supporting Government activities under a contract that includes the clause at 252.204-7009, Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information.

(j) Use and release of contractor attributional/proprietary information created by or for DoD. Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is created by or for DoD (including the information submitted pursuant to paragraph (c) of this clause) is authorized to be used and released outside of DoD for purposes and activities authorized by paragraph (i) of this clause, and for any other lawful Government purpose or activity, subject to all applicable statutory, regulatory, and policy based restrictions on the Government's use and release of such information.

(k) The Contractor shall conduct activities under this clause in accordance with applicable laws and regulations on the interception, monitoring, access, use, and disclosure of electronic communications and data.

(l) Other safeguarding or reporting requirements. The safeguarding and cyber incident reporting required by this clause in no way abrogates the Contractor's responsibility for other safeguarding or cyber incident reporting pertaining to its unclassified information systems as required by other applicable clauses of this contract, or as a result of other applicable U.S. Government statutory or regulatory requirements.

(m) Subcontracts. The Contractor shall--

(1) Include this clause, including this paragraph (m), in subcontracts, or similar contractual instruments, for operationally critical support, or for which subcontract performance will involve covered defense information, including subcontracts for commercial items, without alteration, except to identify the parties. The Contractor shall determine if the information required for subcontractor performance retains its identity as covered defense information and will require protection under this clause, and, if necessary, consult with the Contracting Officer; and

(2) Require subcontractors to--

(i) Notify the prime Contractor (or next higher-tier subcontractor) when submitting a request to vary from a NIST SP 800-171 security requirement to the Contracting Officer, in accordance with paragraph (b)(2)(ii)(B) of this clause; and

(ii) Provide the incident report number, automatically assigned by DoD, to the prime Contractor (or next higher-tier subcontractor) as soon as practicable, when reporting a cyber incident to DoD as required in paragraph (c) of this clause.

(End of clause)

252.204-7015 NOTICE OF AUTHORIZED DISCLOSURE OF INFORMATION FOR LITIGATION SUPPORT (MAY 2016)

(a) Definitions. As used in this clause--

Computer software means computer programs, source code, source code listings, object code listings, design details, algorithms, processes, flow charts, formulae, and related material that would enable the software to be reproduced, recreated, or recompiled. Computer software does not include computer data bases or computer software documentation.

Litigation support means administrative, technical, or professional services provided in support of the Government during or in anticipation of litigation.

Litigation support contractor means a contractor (including its experts, technical consultants, subcontractors, and suppliers) providing litigation support under a contract that contains the clause at 252.204-7014, Limitations on the Use or Disclosure of Information by Litigation Support Contractors.

Sensitive information means controlled unclassified information of a commercial, financial, proprietary, or privileged nature. The term includes technical data and computer software, but does not include information that is lawfully, publicly available without restriction.

Technical data means recorded information, regardless of the form or method of the recording, of a scientific or technical nature (including computer software documentation). The term does not include computer software or data incidental to contract administration, such as financial and/or management information.

(b) Notice of authorized disclosures. Notwithstanding any other provision of this solicitation or contract, the Government may disclose to a litigation support contractor, for the sole purpose of litigation support activities, any information, including sensitive information, received—

(1) Within or in connection with a quotation or offer; or

(2) In the performance of or in connection with a contract.

(c) Flowdown. Include the substance of this clause, including this paragraph (c), in all subcontracts, including subcontracts for commercial items.

(End of clause)

252.204-7016 COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES -- REPRESENTATION (DEC 2019)

(a) Definitions. As used in this provision, covered defense telecommunications equipment or services has the meaning provided in the clause 252.204-7018, Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services.

(b) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for “covered defense telecommunications equipment or services”.

(c) Representation. The Offeror represents that it ☐ does, ☐ does not provide covered defense telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(End of provision)

252.204-7017 PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES--REPRESENTATION (MAY 2021)

The Offeror is not required to complete the representation in this provision if the Offeror has represented in the provision at 252.204-7016, Covered Defense Telecommunications Equipment or Services--Representation, that it “does not provide covered defense telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.”

(a) Definitions. Covered defense telecommunications equipment or services, covered mission, critical technology, and substantial or essential component, as used in this provision, have the meanings given in the 252.204-7018 clause, Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services, of this solicitation.

(b) Prohibition. Section 1656 of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91) prohibits agencies from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service to carry out covered missions that uses covered defense telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) at <https://www.sam.gov> for entities that are excluded when providing any equipment, system, or service to carry out covered missions that uses covered defense telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless a waiver is granted.

(d) Representation. If in its annual representations and certifications in SAM the Offeror has represented in paragraph (c) of the provision at 252.204-7016, Covered Defense Telecommunications Equipment or Services--Representation, that it “does” provide covered defense telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument, then the Offeror shall complete the following additional representation:

The Offeror represents that it ☐ will ☐ will not provide covered defense telecommunications equipment or services as a part of its offered products or services to DoD in the performance of any award resulting from this solicitation.

(e) Disclosures. If the Offeror has represented in paragraph (d) of this provision that it “will provide covered defense telecommunications equipment or services,” the Offeror shall provide the following information as part of the offer:

- (1) A description of all covered defense telecommunications equipment and services offered (include brand or manufacturer; product, such as model number, original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable).
- (2) An explanation of the proposed use of covered defense telecommunications equipment and services and any factors relevant to determining if such use would be permissible under the prohibition referenced in paragraph (b) of this provision.
- (3) For services, the entity providing the covered defense telecommunications services (include entity name, unique entity identifier, and Commercial and Government Entity (CAGE) code, if known).
- (4) For equipment, the entity that produced or provided the covered defense telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known).

(End of provision)

252.204-7018 PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES (JAN 2021)

(a) Definitions. As used in this clause--

Covered defense telecommunications equipment or services means--

- (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation, or any subsidiary or affiliate of such entities;
- (2) Telecommunications services provided by such entities or using such equipment; or
- (3) Telecommunications equipment or services produced or provided by an entity that the Secretary of Defense reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Covered foreign country means--

- (1) The People's Republic of China; or
- (2) The Russian Federation.

Covered missions means--

- (1) The nuclear deterrence mission of DoD, including with respect to nuclear command, control, and communications, integrated tactical warning and attack assessment, and continuity of Government; or
- (2) The homeland defense mission of DoD, including with respect to ballistic missile defense.

Critical technology means--

- (1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled--

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) Prohibition. In accordance with section 1656 of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91), the contractor shall not provide to the Government any equipment, system, or service to carry out covered missions that uses covered defense telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless the covered defense telecommunication equipment or services are covered by a waiver described in Defense Federal Acquisition Regulation Supplement 204.2104.

(c) Procedures. The Contractor shall review the list of excluded parties in the System for Award Management (SAM) at <https://www.sam.gov> for entities that are excluded when providing any equipment, system, or service, to carry out covered missions, that uses covered defense telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless a waiver is granted.

(d) Reporting.

(1) In the event the Contractor identifies covered defense telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, the Contractor shall report at <https://dibnet.dod.mil> the information in paragraph (d)(2) of this clause.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within 3 business days from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 30 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of a covered defense telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

(End of clause)

252.204-7019 NOTICE OF NIST SP 800-171 DOD ASSESSMENT REQUIREMENTS (MAR 2022)

(a) Definitions.

Basic Assessment, Medium Assessment, and High Assessment have the meaning given in the clause 252.204-7020, NIST SP 800-171 DoD Assessments.

Covered contractor information system has the meaning given in the clause 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting, of this solicitation.

(b) Requirement. In order to be considered for award, if the Offeror is required to implement NIST SP 800-171, the Offeror shall have a current assessment (i.e., not more than 3 years old unless a lesser time is specified in the solicitation) (see 252.204-7020) for each covered contractor information system that is relevant to the offer, contract, task order, or delivery order. The Basic, Medium, and High NIST SP 800-171 DoD Assessments are described in the NIST SP 800-171 DoD Assessment Methodology located at <https://www.acq.osd.mil/asda/dpc/cp/cyber/safeguarding.html#nistSP800171>.

(c) Procedures.

(1) The Offeror shall verify that summary level scores of a current NIST SP 800-171 DoD Assessment (i.e., not more than 3 years old unless a lesser time is specified in the solicitation) are posted in the Supplier Performance Risk System (SPRS) (<https://www.sprs.csd.disa.mil/>) for all covered contractor information systems relevant to the offer.

(2) If the Offeror does not have summary level scores of a current NIST SP 800-171 DoD Assessment (i.e., not more than 3 years old unless a lesser time is specified in the solicitation) posted in SPRS, the Offeror may conduct and submit a Basic Assessment to webptsmh@navy.mil for posting to SPRS in the format identified in paragraph (d) of this provision.

(d) Summary level scores. Summary level scores for all assessments will be posted 30 days post-assessment in SPRS to provide DoD Components visibility into the summary level scores of strategic assessments.

(1) Basic Assessments. An Offeror may follow the procedures in paragraph (c)(2) of this provision for posting Basic Assessments to SPRS.

(i) The email shall include the following information:

(A) Cybersecurity standard assessed (e.g., NIST SP 800-171 Rev 1).

(B) Organization conducting the assessment (e.g., Contractor self-assessment).

(C) For each system security plan (security requirement 3.12.4) supporting the performance of a DoD contract--

(1) All industry Commercial and Government Entity (CAGE) code(s) associated with the information system(s) addressed by the system security plan; and

(2) A brief description of the system security plan architecture, if more than one plan exists.

(D) Date the assessment was completed.

(E) Summary level score (e.g., 95 out of 110, NOT the individual value for each requirement).

(F) Date that all requirements are expected to be implemented (i.e., a score of 110 is expected to be achieved) based on information gathered from associated plan(s) of action developed in accordance with NIST SP 800-171.

(ii) If multiple system security plans are addressed in the email described at paragraph (d)(1)(i) of this section, the Offeror shall use the following format for the report:

System security plan	CAGE codes supported by this plan	Brief description of the plan architecture	Date of assessment	Total score	Date score of 110 will be achieved

(2) Medium and High Assessments. DoD will post the following Medium and/or High Assessment summary level scores to SPRS for each system assessed:

(i) The standard assessed (e.g., NIST SP 800-171 Rev 1).

(ii) Organization conducting the assessment, e.g., DCMA, or a specific organization (identified by Department of Defense Activity Address Code (DoDAAC)).

(iii) All industry CAGE code(s) associated with the information system(s) addressed by the system security plan.

(iv) A brief description of the system security plan architecture, if more than one system security plan exists.

(v) Date and level of the assessment, i.e., medium or high.

(vi) Summary level score (e.g., 105 out of 110, not the individual value assigned for each requirement).

(vii) Date that all requirements are expected to be implemented (i.e., a score of 110 is expected to be achieved) based on information gathered from associated plan(s) of action developed in accordance with NIST SP 800-171.

(3) Accessibility.

(i) Assessment summary level scores posted in SPRS are available to DoD personnel, and are protected, in accordance with the standards set forth in DoD Instruction 5000.79, Defense-wide Sharing and Use of Supplier and Product Performance Information (PI).

(ii) Authorized representatives of the Offeror for which the assessment was conducted may access SPRS to view their own summary level scores, in accordance with the SPRS Software User's Guide for Awardees/Contractors available at https://www.sprs.csd.disa.mil/pdf/SPRS_Awardee.pdf.

(iii) A High NIST SP 800-171 DoD Assessment may result in documentation in addition to that listed in this section. DoD will retain and protect any such documentation as "Controlled Unclassified Information (CUI)" and intended for internal DoD use only. The information will be protected against unauthorized use and release, including through the exercise of applicable exemptions under the Freedom of Information Act (e.g., Exemption 4 covers trade secrets and commercial or financial information obtained from a contractor that is privileged or confidential).

(End of provision)

252.204-7020 NIST SP 800-171 DOD ASSESSMENT REQUIREMENTS (MAR 2022)

(a) Definitions.

Basic Assessment means a contractor's self-assessment of the contractor's implementation of NIST SP 800-171 that--

- (1) Is based on the Contractor's review of their system security plan(s) associated with covered contractor information system(s);
- (2) Is conducted in accordance with the NIST SP 800-171 DoD Assessment Methodology; and
- (3) Results in a confidence level of "Low" in the resulting score, because it is a self-generated score.

Covered contractor information system has the meaning given in the clause 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting, of this contract.

High Assessment means an assessment that is conducted by Government personnel using NIST SP 800-171A, Assessing Security Requirements for Controlled Unclassified Information that--

(1) Consists of--

- (i) A review of a contractor's Basic Assessment;
 - (ii) A thorough document review;
 - (iii) Verification, examination, and demonstration of a Contractor's system security plan to validate that NIST SP 800-171 security requirements have been implemented as described in the contractor's system security plan; and
 - (iv) Discussions with the contractor to obtain additional information or clarification, as needed; and
- (2) Results in a confidence level of "High" in the resulting score.

Medium Assessment means an assessment conducted by the Government that--

(1) Consists of--

- (i) A review of a contractor's Basic Assessment;
 - (ii) A thorough document review; and
 - (iii) Discussions with the contractor to obtain additional information or clarification, as needed; and
- (2) Results in a confidence level of "Medium" in the resulting score.

(b) Applicability. This clause applies to covered contractor information systems that are required to comply with the National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, in accordance with Defense Federal Acquisition Regulation System (DFARS) clause at 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting, of this contract.

(c) Requirements. The Contractor shall provide access to its facilities, systems, and personnel necessary for the Government to conduct a Medium or High NIST SP 800-171 DoD Assessment, as described in NIST SP 800-171 DoD Assessment Methodology at <https://www.acq.osd.mil/asda/dpc/cp/cyber/safeguarding.html#nistSP800171>, if necessary.

(d) Procedures. Summary level scores for all assessments will be posted in the Supplier Performance Risk System (SPRS) (<https://www.sprs.csd.disa.mil/>) to provide DoD Components visibility into the summary level scores of strategic assessments.

(1) Basic Assessments. A contractor may submit, via encrypted email, summary level scores of Basic Assessments conducted in accordance with the NIST SP 800-171 DoD Assessment Methodology to webptsmh@navy.mil for posting to SPRS.

(i) The email shall include the following information:

(A) Version of NIST SP 800-171 against which the assessment was conducted.

(B) Organization conducting the assessment (e.g., Contractor self-assessment).

(C) For each system security plan (security requirement 3.12.4) supporting the performance of a DoD contract--

(1) All industry Commercial and Government Entity (CAGE) code(s) associated with the information system(s) addressed by the system security plan; and

(2) A brief description of the system security plan architecture, if more than one plan exists.

(D) Date the assessment was completed.

(E) Summary level score (e.g., 95 out of 110, NOT the individual value for each requirement).

(F) Date that all requirements are expected to be implemented (i.e., a score of 110 is expected to be achieved) based on information gathered from associated plan(s) of action developed in accordance with NIST SP 800-171.

(ii) If multiple system security plans are addressed in the email described at paragraph (b)(1)(i) of this section, the Contractor shall use the following format for the report:

System security plan	CAGE codes supported by this plan	Brief description of the plan architecture	Date of assessment	Total score	Date score of 110 will be achieved
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-----	-----	-----	-----	-----	-----
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(2) Medium and High Assessments. DoD will post the following Medium and/or High Assessment summary level scores to SPRS for each system security plan assessed:

- (i) The standard assessed (e.g., NIST SP 800-171 Rev 1).
 - (ii) Organization conducting the assessment, e.g., DCMA, or a specific organization (identified by Department of Defense Activity Address Code (DoDAAC)).
 - (iii) All industry CAGE code(s) associated with the information system(s) addressed by the system security plan.
 - (iv) A brief description of the system security plan architecture, if more than one system security plan exists.
 - (v) Date and level of the assessment, i.e., medium or high.
 - (vi) Summary level score (e.g., 105 out of 110, not the individual value assigned for each requirement).
 - (vii) Date that all requirements are expected to be implemented (i.e., a score of 110 is expected to be achieved) based on information gathered from associated plan(s) of action developed in accordance with NIST SP 800-171.
- (e) Rebuttals. (1) DoD will provide Medium and High Assessment summary level scores to the Contractor and offer the opportunity for rebuttal and adjudication of assessment summary level scores prior to posting the summary level scores to SPRS (see SPRS User's Guide https://www.sprs.csd.disa.mil/pdf/SPRS_Awardee.pdf).

(2) Upon completion of each assessment, the contractor has 14 business days to provide additional information to demonstrate that they meet any security requirements not observed by the assessment team or to rebut the findings that may be of question.

(f) Accessibility.

(1) Assessment summary level scores posted in SPRS are available to DoD personnel, and are protected, in accordance with the standards set forth in DoD Instruction 5000.79, Defense-wide Sharing and Use of Supplier and Product Performance Information (PI).

(2) Authorized representatives of the Contractor for which the assessment was conducted may access SPRS to view their own summary level scores, in accordance with the SPRS Software User's Guide for Awardees/Contractors available at https://www.sprs.csd.disa.mil/pdf/SPRS_Awardee.pdf.

(3) A High NIST SP 800-171 DoD Assessment may result in documentation in addition to that listed in this clause. DoD will retain and protect any such documentation as "Controlled Unclassified Information (CUI)" and intended for internal DoD use only. The information will be protected against unauthorized use and release, including through the exercise of applicable exemptions under the Freedom of Information Act (e.g., Exemption 4 covers trade secrets and commercial or financial information obtained from a contractor that is privileged or confidential).

(g) Subcontracts.

(1) The Contractor shall insert the substance of this clause, including this paragraph (g), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items (excluding COTS items).

(2) The Contractor shall not award a subcontract or other contractual instrument, that is subject to the implementation of NIST SP 800-171 security requirements, in accordance with DFARS clause 252.204-7012 of this contract, unless the subcontractor has completed, within the last 3 years, at least a Basic NIST SP 800-171 DoD Assessment, as described in <https://www.acq.osd.mil/asda/dpc/cp/cyber/safeguarding.html#nistSP800171>, for all covered contractor information systems relevant to its offer that are not part of an information technology service or system operated on behalf of the Government.

(3) If a subcontractor does not have summary level scores of a current NIST SP 800-171 DoD Assessment (i.e., not more than 3 years old unless a lesser time is specified in the solicitation) posted in SPRS, the subcontractor may conduct and submit a Basic Assessment, in accordance with the NIST SP 800-171 DoD Assessment Methodology, to webptsmh@navy.mil for posting to SPRS along with the information required by paragraph (d) of this clause.

(End of clause)

252.225-7048 EXPORT-CONTROLLED ITEMS (JUNE 2013)

(a) Definition. "Export-controlled items," as used in this clause, means items subject to the Export Administration Regulations (EAR) (15 CFR Parts 730-774) or the International Traffic in Arms Regulations (ITAR) (22 CFR Parts 120-130). The term includes--

(1) "Defense items," defined in the Arms Export Control Act, 22 U.S.C. 2778(j)(4)(A), as defense articles, defense services, and related technical data, and further defined in the ITAR, 22 CFR Part 120; and

(2) "Items," defined in the EAR as "commodities", "software", and "technology," terms that are also defined in the EAR, 15 CFR 772.1.

(b) The Contractor shall comply with all applicable laws and regulations regarding export-controlled items, including, but not limited to, the requirement for contractors to register with the Department of State in accordance with the ITAR. The Contractor shall consult with the Department of State regarding any questions relating to compliance with the ITAR and shall consult with the Department of Commerce regarding any questions relating to compliance with the EAR.

(c) The Contractor's responsibility to comply with all applicable laws and regulations regarding export-controlled items exists independent of, and is not established or limited by, the information provided by this clause.

(d) Nothing in the terms of this contract adds, changes, supersedes, or waives any of the requirements of applicable Federal laws, Executive orders, and regulations, including but not limited to—

(1) The Export Administration Act of 1979, as amended (50 U.S.C. App. 2401, et seq.);

(2) The Arms Export Control Act (22 U.S.C. 2751, et seq.);

(3) The International Emergency Economic Powers Act (50 U.S.C. 1701, et seq.);

(4) The Export Administration Regulations (15 CFR Parts 730-774);

(5) The International Traffic in Arms Regulations (22 CFR Parts 120-130); and

(6) Executive Order 13222, as extended.

(e) The Contractor shall include the substance of this clause, including this paragraph (e), in all subcontracts.

(End of clause)

252.225-7055 REPRESENTATION REGARDING BUSINESS OPERATIONS WITH THE MADURO REGIME (MAY 2022)

(a) Definitions. As used in this provision--

Agency or instrumentality of the government of Venezuela, business operations, government of Venezuela, and person have the meaning given in the clause 252.225-7056, Prohibition Regarding Business Operations with the Maduro Regime, of this solicitation.

(b) Prohibition. In accordance with section 890 of the National Defense Authorization Act for Fiscal Year 2020 (Pub. L. 116-92), DoD is prohibited from entering into a contract for the procurement of products or services with any person that has business operations with an authority of the government of Venezuela that is not recognized as the legitimate government of Venezuela by the U.S. Government, unless the person has a valid license to operate in Venezuela issued by the Office of Foreign Assets Control of the Department of the Treasury.

(c) Representation. By submission of its offer, the Offeror represents that the Offeror is a person that--

(1) Does not have any business operations with an authority of the Maduro regime or the government of Venezuela that is not recognized as the legitimate government of Venezuela by the U.S. Government; or

(2) Has a valid license to operate in Venezuela issued by the Office of Foreign Assets Control of the Department of the Treasury.

(End of provision)

252.225-7056 PROHIBITION REGARDING BUSINESS OPERATIONS WITH THE MADURO REGIME (MAY 2022)

(a) Definitions. As used in this clause--

Agency or instrumentality of the government of Venezuela means an agency or instrumentality of a foreign state as defined in 28 U.S.C. 1603(b), with each reference in section 1603(b) to a foreign state deemed to be a reference to Venezuela.

Business operations means engaging in commerce in any form, including acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.

Government of Venezuela means the government of any political subdivision of Venezuela, and any agency or instrumentality of the government of Venezuela.

Person means--

(1) A natural person, corporation, company, business association, partnership, society, trust, or any other nongovernmental entity, organization, or group;

(2) Any governmental entity or instrumentality of a government, including a multilateral development institution (as defined in section 1701(c)(3) of the International Financial Institutions Act (22 U.S.C. 262r(c)(3)); and

(3) Any successor, subunit, parent entity, or subsidiary of, or any entity under common ownership or control with, any entity described in paragraph (1) or (2) of this definition.

(b) Prohibition. In accordance with section 890 of the National Defense Authorization Act for Fiscal Year 2020 (Pub. L. 116-92), DoD is prohibited from entering into a contract for the procurement of products or services with any person that has business operations with an authority of the government of Venezuela that is not recognized as the legitimate government of Venezuela by the U.S. Government, unless the person has a valid license to operate in Venezuela issued by the Office of Foreign Assets Control of the Department of the Treasury.

(c) The Contractor shall--

(1) Not have any business operations with an authority of the Maduro regime or the government of Venezuela that is not recognized as the legitimate government of Venezuela by the U.S. Government; or

(2) Have a valid license to operate in Venezuela issued by the Office of Foreign Assets Control of the Department of the Treasury.

(d) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts, including subcontracts for the acquisition of commercial items.

(End of clause)

252.225-7974 REPRESENTATION REGARDING BUSINESS OPERATIONS WITH THE MADURO REGIME (DEVIATION 2020-O0005) (FEB 2020)

(a) Definitions. As used in this provision -

Agency or instrumentality of the government of Venezuela means an agency or instrumentality of a foreign state as defined in section 28 U.S.C. 1603(b), with each reference in such section to "a foreign state" deemed to be a reference to "Venezuela".

Business operations means engaging in commerce in any form, including acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.

Government of Venezuela means the government of any political subdivision of Venezuela, and any agency or instrumentality of the government of Venezuela.

Person means -

(1) A natural person, corporation, company, business association, partnership, society, trust, or any other nongovernmental entity, organization, or group;

(2) Any governmental entity or instrumentality of a government, including a multilateral development institution (as defined in section 1701(c)(3) of the International Financial Institutions Act (22 U.S.C. 262r(c)(3)); and

(3) Any successor, subunit, parent entity, or subsidiary of, or any entity under common ownership or control with, any entity described in paragraphs (1) or (2) of this definition.

(b) Prohibition. In accordance with section 890 of the National Defense Authorization Act for Fiscal Year 2020 (Pub. L. 116-92), contracting officers are prohibited from entering into a contract for the procurement of products or services with any person that has business operations with an authority of the government of Venezuela that is not recognized as the legitimate government of Venezuela by the United States Government, unless the person has a valid license to operate in Venezuela issued by the Office of Foreign Assets Control of the Department of the Treasury.

(c) Representation. By submission of its offer, the Offeror represents that the Offeror -

(1) Does not have any business operations with an authority of the Maduro regime or the government of Venezuela that is not recognized as the legitimate government of Venezuela by the United States Government; or

(2) Has a valid license to operate in Venezuela issued by the Office of Foreign Assets Control of the Department of the Treasury.

(End of provision)

252.237-7010 PROHIBITION ON INTERROGATION OF DETAINEES BY CONTRACTOR PERSONNEL (JUN 2013)

(a) Definitions. As used in this clause--

Detainee means any person captured, detained, held, or otherwise under the effective control of DoD personnel (military or civilian) in connection with hostilities. This includes, but is not limited to, enemy prisoners of war, civilian internees, and retained personnel. This does not include DoD personnel or DoD contractor personnel being held for law enforcement purposes.

Interrogation of detainees means a systematic process of formally and officially questioning a detainee for the purpose of obtaining reliable information to satisfy foreign intelligence collection requirements.

(b) Contractor personnel shall not interrogate detainees.

(c) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (c), in all subcontracts, including subcontracts for commercial items, that may require subcontractor personnel to interact with detainees in the course of their duties.

(End of clause)

5152.233-4000 AMC-LEVEL PROTEST PROGRAM (Feb 2014) (LOCAL CLAUSE)

Prior to submitting an agency protest, it is preferable that you first attempt to resolve your concerns with the responsible contracting officer. However, you may also file a protest to the Headquarters (HQ), Army Materiel Command (AMC). The HQ AMC-Level Protest Program is intended to encourage interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with the Government Accountability Office (GAO) or other external forum. Contract award or performance is suspended during the protest to the same extent, and within the same time periods, as if filed at the GAO. The AMC protest decision goal is to resolve protests within 35 calendar days from filing. To be timely, protests must be filed within the periods specified in FAR 33.103. If you want to file a protest under the HQ AMC-Level Protest Program, the protest must request resolution under that program and be sent to the address below.

Headquarters U.S. Army Materiel Command
Office of Command Counsel-Deputy Command Counsel
4400 Martin Road
Rm: A6SE040.001
Redstone Arsenal, AL 35898-5000
Fax: (256) 450-8840 or email usarmy.redstone.usamc.mbx.protests@army.mil

The AMC-Level Protest procedures are found at: <http://www.amc.army.mil/amc/commandcounsel.html>.

If internet access is not available, contact the contracting officer or HQ, AMC to obtain the HQ AMC-Level Protest Procedures.

(End of Clause)