U.S. Marshals Service

Asset Forfeiture Division

Personal Property Unit

Statement of Work for Assorted Asset Management Services (AAMS)

June 25, 2026

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1 GENERAL

1.1 Introduction

The U.S. Marshals Service (USMS) serves to protect, defend, and enforce the American justice system and is a key component within the United States (U.S.) Department of Justice (DOJ) Asset Forfeiture Program (AFP). Asset forfeiture plays a critical role in disrupting and dismantling illegal enterprises, depriving criminals of the proceeds of illegal activity, deterring crime, and restoring property to victims. The effective use of both criminal and civil asset forfeiture is an essential component of the DOJ's efforts to combat the most sophisticated criminal actors and organizations including terrorist financiers, cyber criminals, fraudsters, human traffickers, and transnational drug cartels.

The USMS is the primary custodian of seized assets for the DOJ AFP. Such assets include, but are not limited to real estate, jewelry, art, antiques, collectibles, vehicles, vessels, aircraft, animals, cash, financial instruments, and cryptocurrency. In addition to core fiduciary responsibilities associated with the management and disposal of assets, the USMS also provides vital support to the United States Attorney's Offices (USAO) and seizing agencies (SA) by assisting with pre-seizure planning and financial investigations. As a world leader in asset management and disposal, the USMS also receives requests for technical assistance from countries around the world.

As the DOJ custodian of all seized and forfeited assets, this contract will support the USMS in providing national and international relocation, storage, maintenance, assessment, consultation, and disposal services for unforeseen, emerging, or specialized asset categories. Such assets include, but are not limited to:

- Chemicals
- Pharmaceuticals
- Hazardous materials
- Electronic cigarettes (e-Cigarettes) and vaping products
- Domain names
- IP addresses and digital assets
- Rare livestock
- Racehorses
- Exotic animals
- Heavy equipment
- Gambling Machines
- Specialized vehicles and aircraft (e.g. e-Bikes, Drones)
- Negotiable Instruments (including checks, promissory notes, and money orders)
- Derivatives
- Real estate with encumbrances
- Commodities (including natural resources)
- Rights
- Titles
- Specialized business holdings
- Proprietary technology

1.2 Objective

This contract will assist the USMS with managing and disposing of unforeseen, emerging, or specialized asset categories not currently addressed in the USMS' contracts and may require management under mutual legal assistance treaties (MLATs), executive agreements, or via informal arrangements with foreign partners. These assets may be in various locations and conditions. This will require certified staff and

industry standard practices employed in a manner that is professional, lawful, and consistent with DOJ and USMS policy. This contract will also streamline relocation, custody, maintenance, assessment, sale, and destruction processes for assets located nationally and internationally, while allowing for the diversification of the type, volume, and size of assets that can be handled under the Government's forfeiture program.

The USMS has a duty to ensure all services in the contract provide maximum value while minimizing expenses in the best interest of the Government. The USMS expects the Contractor, as its agent, to take prudent action and to act in good faith on the USMS' behalf with the same level of care while augmenting our ongoing capacity requirements and efficiency regarding all services pertaining to the relocation, custody, management, and disposal of assets. This contract must ensure global operational flexibility, including rapid establishment of subcontractor relationships

The Contractor shall provide comprehensive inventory control, administrative management and demonstrate financial stewardship in overseeing the tracking of the Government's assets.

1.3 Scope of Work

The purpose of this contract is to provide the full range of relocation, custody, management, assessment, consultation, and disposal services that are in line with industry, manufacturer, and all other government standards. This includes, but is not limited to, activities such as project oversight, consultation, travel, ground transportation, relocation preparation and logistics, sourcing supplies and sub-contractor services, valuation/appraisal services, title and lien searches, storage arrangements, inspections, maintenance proposals and completions, mechanical repairs and assessments, inventory and intake, executing custody and sales procedures including marketing efforts, weather preparedness, financial stewardship, case file creation, database management, accounting and invoicing, customer service, and audit compliance.

The Contractor shall perform required functions in accordance with all Federal, State, and local laws and regulations applicable to the services being provided as well as any policies as specified by the USMS.

The Contractor shall maintain rapid-response readiness to support seizure operations with as little as 24 hours' notice, unless otherwise specified.

The Contractor shall flow down all requirements of the Statement of Work (SOW) and contract terms to any subcontractor performing service under their direction for the duration of the contract.

1.3.1 Type of Contract Contemplated

This contract will be an Indefinite Delivery, Indefinite Quantity (IDIQ) contract that includes Firm-Fixed-Price (FFP) line items. Accordingly, Task Orders will be issued on an FFP basis.

1.3.2 Period of Performance

The period of performance shall begin upon contract award to include a base period of 12 months and one (1) 12-month option period. The option period may be exercised by the government unilaterally. This contract will also include FAR 52.217-8 Option to Extend Services for an optional up to six (6)-month extension.

1.3.3 Place of Performance

The primary place of performance includes all 94 federal judicial districts located in the U.S., U.S. Virgin Islands, Puerto Rico, Guam, and the Northern Mariana Islands.

International services, where the USMS has authority, may also be required and will be determined on a case-by-case basis. Specific service locations will be determined at times of need. Services provided internationally shall comply with applicable foreign law and diplomatic protocols.

1.3.4 Hours of Operation

The Contractor shall designate a 24/7/365 primary Point of Contact (POC) and include a contact number and email address. Said POC shall always have access to personnel and shall have complete authority to manage and implement all matters related to the work outlined in this contract. The designated POC shall acknowledge communications with the Contracting Officer Representative (COR) within two (2) hours and initiate required actions within four (4) hours of notification to ensure 24/7 responsiveness.

2 SPECIFIC REQUIREMENTS/TASKS

2.1 Universal Requirements

The Contractor shall provide all personnel with the training, skills, experience, and knowledge to perform services in the SOW. The Contractor shall also provide all the equipment, tools, and materials necessary and maintain all required licenses, permits, certifications, and insurance relevant to asset type(s) handled.

The services performed by the Contractor should reflect the highest industry standards in all areas of operation as well as fully complying with all applicable laws and statutes. Each asset should be evaluated and assessed individually with the most economical approach considered. The Contractor shall recommend and advise on the proper storage, management, and mechanical services, as applicable, needed for the inventory throughout the duration of this contract. The COR will provide final approval before any action commences.

At all times during the contract and in all operations involving the USMS or USMS assets, the Contractor shall comply with the following standards:

- Perform all functions in accordance with all Federal, State, and local applicable laws, regulations, policies, and established industry best practices. The Contractor shall ensure all subcontractors engaged in international logistics or hazardous material handling are screened through applicable regulatory agencies either at a Federal or State level; and upon request proof of vetting shall be made available to the COR.
- Obtain COR final approval, in writing, before taking action with any assets. All services performed or expenses incurred without prior written authorization by the COR will not be paid to the Contractor.
- For any expected expense of $2,500 or greater; provide a minimum of three (3) estimates from competing sources for COR consideration.
- Maintain adequate, skilled, and fully certified and trained staff to perform all contract functions, including administrative duties, continuously during the life of the contract.
- At all times maintain insurance coverage commensurate with the type and value of all assets and the services being performed. Contractor is solely responsible for any and all insurance coverage from time of initial relocation or custody through disposal.
- Maintain adequate security to physically protect the assets, ensure no damage or deterioration to the assets, reduce risk to both staff and the public, and minimize access to assets.
- Execute all required documentation within USMS specified deadlines.

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- Provide copies of any documentation or reports to the COR promptly on demand.
- Maintain all records for the duration of the contract plus three (3) subsequent years and provide electronically to the COR (or a COR representative) said records or portions thereof immediately upon request.
- Ensure all systems, networks, and data storage utilized in the performance of the contract comply with all DOJ and USMS IT security requirements and standards. This includes compliance with DOJ-05 Security of Department Information and Systems (APR 2026)
- All systems shall comply with FAR 52.204-21 and DOJ-05 (APR 2026) security requirements.

The Contractor shall provide a web-based asset management system or portal, accessible by the COR, that provides real time tracking and reporting, to include status of assets and services pending and/or in the planning stages. At minimum, the system should provide access to all documentation and records relating to all services provided by the Contractor. The system should also include expenses incurred to date and contract budget tracking, on a per asset basis as well as in the aggregate. Any system proposed for use by the Contractor shall meet all USMS and DOJ security requirements and is subject to approval by the Contracting Officer (CO).

A SUB-TASK ORDER (STO) must be issued by the COR prior to the Contractor commencing any non-emergency tasks.

- STO: A written authorization from the COR to commence tasks presently ordered by the CO; a STO may also be used by the COR to notify the Contractor of other non-payment related tasks, (such as to inform the Contractor of an authorized visitor, etc.).
- The Contractor must acknowledge STOs within 24 hours and mobilize within 48 hours unless otherwise specified.
- In the event of an emergency, Contractor shall take all reasonable steps to preserve personnel safety and all assets in custody. As soon as practical after an emergency event, Contractor must contact COR for further guidance.
- Contractor shall only bill for services requested via STO.

STOs will be issued prior to any seizure and will authorize all services expected for the entire period when an asset is in custody. Contractor shall inform the COR of any special circumstances or needs that arise during the custody period and receive a STO from the COR before proceeding with any services. The STO for any on-site seizure services will include:

- Asset description and estimated value
- Location and required timeline
- Commission or fee arrangement
- Deliverables and reporting schedule

Due to confidentiality concerns, information regarding the specific locations of asset(s) will be provided near to the planned seizure date, but no later than the day of seizure. All information will be shared with the Contractor by the USMS as soon as practical.

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2.2 Pre-Seizure Services

As specified in a STO, the Contractor shall provide pre-seizure coordination and planning services. Such services may require the pre-positioning of resources (Contractor staff and equipment) prior to the actual seizure of the property by the Government. The Contractor shall pre-position resources at the time and location specified by the COR (e.g., the Contractor may be required to conduct staging approximately 1.5-2 hours away from the seizure location). In addition to providing specific details in a task order, the Government will coordinate with the Contractor as much as possible regarding required pre-seizure activities.

2.3 Property Identification

All assets shall be inventoried, tagged, and photographed, with intake documented on appropriate USMS forms.

The Contractor shall complete an inventory of assets by identifying and labeling all property with the Asset Identification Number (AIN), and case number/sequence number assigned by the seizing agency and with the current location within the storage facility. If applicable, immediately triage assets requiring climate or medical stabilization.

The Contractor shall identify and label palletized property from a single seizure with one (1) identification label per pallet. The Contractor shall individually identify and label un-palletized, loose, or sealed containers.

When stored, the identification label shall be visible to the maximum extent possible to allow for easy location of property. The Contractor shall be able to locate and provide property within one (1) hour of request.

The Contractor shall create a case file shall for each asset that includes all relevant documents, photos, permits, and STO copies.

2.4 Relocation/Transportation

The Contractor shall conduct all relocations in full compliance with all Federal, State, and local applicable laws, regulations, policies, and established industry best practices. A written relocation plan shall be submitted to the COR for approval within three (3) business days of task order issuance; if an extension of the three (3) day window is required it must be requested in writing by the Contractor and approved in advance by the COR. All relocations must be executed to limit risk to people, assets, and to minimize expenses. The COR shall be made fully aware of all actions prior to execution and full documentation/reporting of all aspects of the operation shall be made available immediately upon request.

Prior to each relocation, the Contractor shall provide the COR with a comprehensive written relocation plan with proposed option(s), recommended course, and deciding factors including, but not limited to, security measures and regulatory compliance steps. Estimated costs shall be itemized in detail. The Contractor shall ensure all packaging, labeling, and documentation meet Federal, State, local, and international laws and shall secure transport with tamper-evident measures and for hazardous materials, include required vehicle placards. Prior to any relocation, the Contractor shall provide proof of compliance for all applicable licensing and permitting regulations. The Contractor shall maintain chain-of-custody documentation from pick-up of assets through delivery.

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The Contractor shall receive explicit written approval from the COR before proceeding. Relocation plan parameters and deadlines, if any, shall be provided by the COR on a case-by-case basis and may require quick turnaround. The Contractor shall accept custody and bear sole and complete liability for any damages, to the asset, personnel, 3rd parties, and/or other property that may occur during a relocation.

Each approved relocation shall be completed within five (5) business days of COR approval unless otherwise directed. Any loss, damage, or incident must be reported immediately to the COR and no later than 24 hours of incident.

2.5 International Movement Compliance

If an asset(s) is to be transported outside U.S. territory, the Contractor shall comply with all applicable export, customs, foreign laws, and diplomatic protocols.

The Contractor shall not commence with any action related to an internationally located asset without written authorization from the COR and CO.

2.6 Storage

The Contractor shall provide the COR with a written storage plan with proposed option(s) based upon USMS' inventory, the condition, needs, and nature of the asset, current asset location, and any other relevant factors. Condition inspections, including photographic documentation, shall be conducted at least every 30 days, and monthly inventory reports shall be uploaded to the web-based asset system by the 5th business day of each month. The proposed storage plan must include a detailed itemized cost estimate. Prior to any relocation, the Contractor shall receive written approval from the COR before proceeding. Storage needs and deadlines, if any, shall be provided by the COR on a case-by-case basis and may require quick turnaround. The Contractor shall accept custody of assets inventory and bear sole, and complete liability for any damages to the asset, personnel, 3rd parties, and/or other property that may occur while in storage.

As this is an IDIQ contract, the Contractor shall provide CO approved storage space to include the entire inventory of the USMS as said inventory expands or declines over the course of this contract and any extensions.

All storage arrangements shall include provisions for COR and/or designee to conduct periodic inspections at their sole discretion.

Contractor shall maintain an Emergency Continuity Plan (ECP) identifying alternate storage locations greater than or equal to 50 miles from the impacted areas that are prone to hurricanes, flooding, or other natural disaster scenarios. The plan must ensure uninterrupted custody of all assets under disaster scenarios. This plan will only be enacted with STO direction unless under immediate threat and duress to the asset.

The Contractor shall be responsible for ensuring the security and safety of all assets in inventory regardless of centralized or dispersed storage location. All assets shall be stored in an environment suitable for their type (e.g., climate controlled for perishables, encrypted storage for digital assets, etc.) and in such a way as to preserve the condition and value of the asset as it was at time of seizure.

For assets requiring climate control, the Contractor shall make reasonable and best efforts to properly store items that must be cooled, refrigerated, or kept at specific humidity levels. The Contractor shall perform necessary inspection and maintenance on items such as perishables in order to preserve them in the overall condition at the time of acceptance. When climate-controlled items are received, the Contractor shall follow any designated special handling instructions provided by the COR to ensure proper storage of items and to prevent deterioration or spoilage.

Assets are not to be used in any way except as necessary for maintenance and any ordered relocation. Under no circumstances may the Contractor or any sub-contractors put assets to personal use. Upon receipt of an asset, the Contractor shall conduct a thorough analysis and develop a management plan for long-term storage, recurring maintenance, and all measures necessary to preserve the asset from environmental degradation, including itemized cost estimates for all such efforts. All management plans shall be explicitly approved in writing by the COR prior to the incurring of any expenses.

In the event of an emergency (including, but not limited to, fire, flood, tornado, earthquake or hurricane), the Contractor shall take all reasonable measures to immediately secure all assets and prevent damage. As soon as practical after the emergency, the Contractor shall inform the COR of the event, any impact on any asset in custody, and provide a comprehensive plan to repair and/or mitigate any damages. The COR shall have sole and final discretion in determining whether an incident qualifies as an actual emergency after conclusion of the event. The Contractor shall notify the COR immediately of any loss, damage, or environmental event affecting Government assets and no later than 24 hours of occurrence.

In the event of any loss (e.g. fire), damage, theft, or vandalism to any asset while in the Contractor's custody, the Contractor shall report the incident to the relevant local legal authority immediately, inform the COR as soon as practical, and provide the COR a copy of the police report as soon as available. The Contractor shall also provide a recommendation to replace/repair any damages to make the government whole; any associated costs will be the sole responsibility of the Contractor. In the event of total loss of an asset, the Contractor will provide payment equal to the full appraised value of the asset.

At all times, the Contractor shall maintain complete and accurate records of all assets in their care. Specifically, evidence of compliance with all applicable laws and regulations, photographic and written documentation of the condition of each asset at time of initial intake and periodically while in storage, and records of all maintenance/repairs performed.

2.7 Facility Requirements

The Contractor shall provide and operate facilities which fulfill the requirements set forth in this SOW and are as follows:

- Contractor facilities must be located within the Contiguous United States (CONUS) unless otherwise approved.
- Facilities must be secure, permanent structures with adequate protections against environmental and security risks appropriate to the nature of the asset.
- Facilities must be capable of storing, securing, and preserving any assigned asset type, whether physical or digital.
- Facilities must be able to segregate USMS property from non-USMS property.
- Deny facility access to unapproved individuals, maintain a visitor log, and issue identification badges to all staff.
- The Contractor shall be operational within 14 calendar days of the contract award and able to mobilize within timelines specified in STOs.
- USMS may conduct announced or unannounced inspections of facilities, processes, and assets. Remote inspection options (e.g., live video feed, recorded walkthroughs) shall be provided upon CO or COR request.

2.8 Maintenance/Repairs/Mechanical Inspection

The Contractor shall make reasonable and best efforts to maintain and preserve property as necessary to

ensure that it retains its value, operating ability, and overall condition from the time of acceptance until disposition. Preservation includes, but is not limited to, protection from heat, cold, humidity, water damage, weather, insects, rodents (rats, mice), dirt, dust, and contamination.

Maintenance of stored property shall be performed within two (2) business days of discovery of deterioration, damage, inoperability, and etc.

When applicable, the Contractor shall conduct a thorough evaluation of all assets prior to any relocation, immediately upon receipt for storage, periodically while the asset remains in storage, and whenever requested by the COR. All assets shall be inspected at least once every 90 calendar days, or immediately following any severe weather event, for hull integrity, electrical safety, and environmental compliance. Inspections results shall be uploaded to the Contractor's Asset Management System within 48 hours of completion. Upon completion of any mechanical evaluation, the Contractor shall provide the COR with a comprehensive report of the physical condition of the asset, any damage or malfunction detected, and recommendations for any maintenance or repairs that may be needed; to include itemized cost estimates for any such maintenance or repairs. The COR shall approve all mechanical services, in writing prior to the start of any work. This includes any proposed services to maintain or extend an existing warranty or warranties if deemed necessary by the USMS. The Contractor shall conduct all maintenance/repairs in full compliance with all applicable local, state, and federal laws, regulations, and industry best practices; as efficiently as possible in terms of both time and expenses; and transparently, with full documentation of all work performed.

The Contractor shall accommodate and assist a full facility and complete asset inspection by USMS representative(s) at least every 90 days, including scheduled and unannounced inspections.

2.9 Assessment

For each asset, upon initial arrival at the approved storage location, Contractor shall conduct a complete physical or digital assessment of the asset, to include comprehensive photography or relevant documentation of the overall condition of the asset and any damage or degradation present at time of intake. Contractor shall provide both a written summary of this intake assessment and copies of all photographs and/or documentation within five (5) business days of asset arrival at the storage location.

When requested by the COR, the Contractor shall conduct research into an asset (which may include assets not yet taken into custody, physical inspection of the asset may or may not be possible). All assessments shall be completed and submitted within 10 business days of COR request. Each report shall include asset ID, appraisal summary, ownership/lien results, and recommended disposition. Such requests may include, but are not limited, to professional appraisals of asset value, determining all ownership interests, classifications, society memberships, or liens applicable to an asset, and/or determining any official registrations or restrictions (either in the U.S. or with other countries) that may apply to an asset. If in the Contractor's opinion there is additional relevant information that is of interest, that may be included in any assessment. Any such assessment shall be summarized and documented in a comprehensive and professionally written report to the COR. All expenses for any such research shall be pre-approved in writing by the COR.

The Contractor may need to provide or obtain other expert services (e.g. expert witness court testimony, third party consultation, additional documentation, etc.), on a case-by-case basis. Such requests and deliverables may vary. All expenses for any expert services shall be pre-approved in writing by the COR. The COR shall have sole and final discretion in determining whether the consultation qualifies as a separate, billable service.

Contractor shall maintain all certifications and ensure appraisers are licensed under the relevant state or international jurisdiction.

2.10 Disposal

The Contractor shall propose methods for disposal for USMS assets in their custody when requested by COR. All approved disposal actions shall be initiated within 15 business days of COR authorization and completed within the time frame specified on the STO, with supporting documentation (sales receipts or destruction certificates) submitted within five (5) business days post-completion. The COR shall review each proposal and approve or modify in writing. The various disposal methods generally include, but are not limited to, sales, destruction, and release.

2.10.1 Sales

Any disposal process that generates income will be considered a sale.

When instructed by the COR, the Contractor shall provide the COR with a comprehensive sales and marketing plan in writing with proposed sales method and platform option(s), marketing details, recommended course, and deciding factors. The Contractor shall receive written approval from the COR before proceeding with any marketing and sales activity. If any issue(s) arise after approval of a sales plan, the Contractor shall inform the COR immediately and propose recommendations for resolution.

Assets shall be sold "As Is, Where Is" with no warranty or guarantee made to the buyer. All sales shall be made open to the public, barring only those individuals that are associated with the defendant from which the asset was initially seized, employees (direct and sub-contractors) of the Contractor, employees of the USMS (including contractor staff), any individual who would have non-public knowledge of the asset, and any immediate family members of prohibited individuals. The Contractor shall conduct all sales in full compliance with all applicable laws and regulations. The Contractor shall be responsible for resolving any title issues, liens, documentation signatures and transfers, correspondence with registry authorities, and any other matters that may be necessary to ensure complete transfer of ownership to the buyer. If any issues are discovered impacting sale, the Contractor is responsible for full resolution. The Contractor shall conduct all sales to maximize value received for the asset by USMS and minimize expenses incurred. The Contractor shall make all arrangements necessary for any potential buyer to inspect the asset prior to purchase.

All expenses for any sales services shall be pre-approved in writing by the COR. The COR shall have sole and final discretion in determining whether the service qualifies as a separate, billable service.

All offers including highest and best offers shall be approved in writing by the COR prior to finalization of any sale.

The Contractor shall submit all sales documents to the COR within five (5) business days from completion of the sale. The Contractor shall remit gross sales proceeds to the USMS via pay.gov or Electronic Funds Transfer (EFT) within five (5) business days of receipt from the buyer. Any deviation from this timeline requires COR approval in writing.

At the sole discretion of the COR and only when specifically directed to do so in writing, the Contractor may deduct sales fees/commission (in accordance with the Pricing Schedule) from sales proceeds and submit the remaining balance to the USMS.

2.10.2 Destruction

When instructed by the COR, Contractor shall provide a comprehensive destruction plan in writing with proposed option(s), recommended course, deciding factors, and estimated costs in itemized detail. Upon explicit written approval of the plan by the COR, the Contractor shall arrange for destruction of an asset and the appropriate disposal of any remnants.

Any such destruction shall be carried out in full compliance with all applicable laws, regulations, environmental standards, and industry best practices. The Contractor shall be solely responsible for the safety of all personnel involved and for ensuring that any hazardous material is handled/disposed appropriately. The Contractor shall maintain comprehensive records of any demolition, including photographic evidence of the asset before, during, and upon completion of the operation, as well as evidence of responsible final disposal of all debris in accordance with all applicable regulations. The Contractor shall submit all records of destruction, to include proof of compliance with environmental and other applicable regulations, to the COR within five (5) business days following completion of the destruction. Any expenses related to destruction of an asset shall be approved by the COR in writing prior to the start of any work.

2.10.3 Release

Any transfer, other than via sale, of an asset to an authorized party will be considered a release. When instructed to do so by the COR, the Contractor shall coordinate the transfer with the indicated recipient and provide all logistical arrangements to achieve release of the asset in a timely and efficient manner. Specific parameters and timeframes, if any, such as in the event of a court order shall be provided by the COR on a case-by-case basis and may require quick turnaround.

The Contractor shall be responsible for verifying and obtaining a copy of the recipient's identification prior to transfer as well as executing any necessary documentation, including transfer of insurance coverage, as required. The Contractor shall be solely responsible for the safety of the asset, the public, and all parties involved. The Contractor shall submit all records to the COR within five (5) business days following completion of the release.

If any issue(s) arise surrounding the release, the Contractor shall inform the COR immediately and propose recommendations for resolution. All corrective measures and expenses, if any, shall be approved in writing by the COR prior to any action. The Contractor shall be responsible for full resolution of all issues.

2.11 Invoicing

The Contractor shall submit one (1) monthly invoice electronically to the COR by no later than the 10th calendar day of the following month. All invoices shall be received between the hours of 9:00 AM and 2:00 PM EST, Monday through Friday, excluding Federal Government holidays. The invoices shall include all necessary support documentation (e.g. expense receipts, third party invoices, activity logs, etc.). Any documentation not in U.S. dollars shall be accompanied by additional documentation detailing the date and

source of the currency exchange rate used. Any documentation in a foreign language shall be accompanied by an English translation.

Any invoice submitted that is inaccurate, lacks adequate and complete supporting documentation, or otherwise does not meet these requirements will be rejected by the COR and require resubmission. Acceptability of any invoice/documentation is at sole discretion of the COR.

Invoices must comply with FAR 32.905(b) and a performance log must be attached showing all deliverables completed during the billing cycle. The COR will reject any invoice lacking traceable deliverables.

The Contractor shall include up to one (1) revision or update to any required plan, report, or deliverable in the fixed price of the corresponding CLIN or task order. Any additional revisions or re-submissions requested due to Government oversight, omitted reviews, or scope changes beyond the original requirement shall be negotiated separately and executed only through a written CO modification in accordance with FAR 43.102. The Contractor shall not perform or invoice for any additional revisions without such written authorization.

2.12 Contract Transition

Upon contract termination, the Contractor shall provide full cooperation, access, and assistance for transition of all assets and records, as needed. There shall be a 30-day transition period, unless otherwise specified by the COR, to complete the Phase-Out transition. Digital copies of all records shall be transferred to the COR at the completion of the contract. Final payment will be held, at zero interest, until the COR certifies that all assigned work is complete.

3 GOVERNMENT FURNISHED INFORMATION AND TECHNOLOGY

3.1 Government Furnished Information

The Government will furnish all relevant program information, OMB guidance, and Department Orders, Policies and Procedures necessary to reference for the performance of the tasks. The USMS AFD will provide equipment and resources in support of this requirement.

3.2 Government Furnished Property

The Government shall provide the Contractor personnel with laptops, phones, and RSA tokens (if necessary). Pursuant to FAR Clause 52.245-1 Government Property, the Contractor is responsible for replacement of damaged or lost Government Furnished Property.

3.2.1 Responsibility for Government-owned or -leased Property and Equipment

During the contract performance, the Contractor shall be responsible for all negligent acts or omissions of its employees or agents or the employees or agents of its subcontractor(s). In this regard, the Contractor shall, at no cost to the Government and at the Government's option, replace or compensate the Government for any damage to or loss of Government-owned or leased property caused by such negligent acts or omissions.

4 CONTRACTOR ACCESS TO SYSTEMS, DATA, AND INFORMATION

No Contractor access to USMS systems, services, and privileged information is required under this SOW. If Contractor employees do receive access to such systems, services, and/or information, they shall safeguard that information against unauthorized disclosure or dissemination in accordance with pertinent laws and regulations governing the confidentiality of privileged information and safeguarding Controlled Unclassified Information (CUI) or For Official Use Only (FOUO) Information. The Contractor shall comply with OMB M-22-18 and M-23-16 Secure Software Attestation policies and maintain FISMA Moderate-level security controls per DOJ APN 2024-08.

4.1 Contractor Distribution of Data and Information

All data generated under the performance of this contract shall be considered the property of the U.S. Government and is protected by unauthorized release and disclosure.

The CO will be the sole authorized official to release verbally or in writing, any data, the draft deliverables, the final deliverables, or any other written or printed materials pertaining to this contract. Press releases, marketing material, or any other printed or electronic documentation related to this project, shall not be publicized without the written approval of the CO and/or the COR.

The Contractor shall not provide any information regarding operations or assets to any third party (e.g.: media outlets, attorneys, industry personnel, other government agencies, etc.). Any requests for information shall be forwarded to the COR immediately upon receipt. The Contractor shall be fined $100,000 per violation, and on the third violation the contract may be terminated.

Unauthorized disclosure of USMS records and technical system breaches shall be reported in accordance with DOJ-05 Security of Department Information and Systems (OCT2023) and USMS security incident reporting procedures and timeframes. The Contractor is responsible for maintain appropriate access and systems technical controls to ensure protection and compliance.

All Government data shall be transferred only via DOJ-approved secure channels. The Contractor shall retain records electronically for five (5) years following contract completion and shall not disclose any Government information without written authorization from the COR.

5 CONTRACTOR INSURANCE REQUIREMENTS

5.1 General

The Contractor shall maintain insurance coverage in amounts sufficient to protect both the Contractor and the Government from all claims or losses that may arise out of or result from the performance of this contract.

All insurance policies shall remain in effect throughout the entire period of performance, including all option periods and any extensions**.** Proof of insurance shall be submitted to the CO and the COR within 10 calendar days after contract award and updated annually or upon any policy change.

5.2 Required Coverages

The Contractor shall propose the appropriate insurance and coverage which may include, but is not limited to, Commercial General Liability, Worker's Compensation and Employer's Liability, and Property/Fire for USMS assets when requested by COR. All approved actions shall be initiated within two (2) business days

of COR authorization and completed within the time frame specified on the STO, with supporting documentation (sales receipts or destruction certificates) submitted within five (5) business days post-completion. The COR shall review each proposal and approve or modify in writing. The Contractor shall maintain the appropriate types of insurance and coverage throughout the Contractor's custody of USMS assets.

5.3 Certificates of Insurance

The Contractor shall provide certificates of insurance listing the Unites States of America (U.S.A), USMS as an additional insured under all liability and property policies. Each certificate shall show the policy number, effective dates, coverage limits, and the following statements:

"The U.S.A. and U.S.M.S. are named as Additional Insured as their interests may appear. Coverage applies to all operations performed under Contract No….xxxxxxx.. Policies include waiver of subrogation in favor of the U.S. Gov't."

Certificates shall be submitted electronically to the CO and COR. Failure to maintain valid coverage may result in suspension of work or termination for default.

5.4 Deductibles and Self-Insurance

Any deductible or self-insurance retention must be disclosed to the CO. The Contractor remains fully responsible for payment of all deductibles and any losses not covered by insurance.

5.5 Insurance for Subcontractors

The Contractor shall ensure that all subcontractors maintain insurance coverage equivalent to the requirements in this section. Copies of subcontractor insurance certificates shall be provided to the COR prior to the start of any subcontract work.

5.6 Notification of Changes or Claims

The Contractor shall notify the COR and CO in writing within 24 hours of any claim, loss, or policy change that may affect this contract. This includes cancellation, non-renewal, reduction in coverage, or any incident that may lead to a claim against the Government.

5.7 Government Review

The Government's acceptance of the Contractor's insurance certificates shall not relieve the Contractor of liability for losses or damage to the Government's property or for other claims arising from Contractor operations.

5.8 Inspections and Audit Rights

All assets managed by the Contractor shall be subject to inspection at any time by the COR, the CO, or authorized federal auditors with COR pre-approval. The Contractor shall grant access to all contract locations and associated systems to verify property accountability.

APPENDIX A: DELIVERABLES

The table below summarizes the specific products the Contractor shall submit to the USMS, and the date/timeframe that the Contractor shall submit the product. Durations stated in the table are in calendar days unless otherwise noted. Unless otherwise specified below, the due date - deliverables shall be mutually

agreed upon during the transition period by USMS and the Contractor. Unless the deliverable format is specified in the Requirement/Description section below, or within a reference contract section or other document, the Contractor's format shall be acceptable. Deliverables are considered task order endpoints, work scope completions, products, reports or commitments that shall be delivered to USMS and are a required submission, although they are not a direct "payment" deliverable.

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