SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES

NOTE: OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30.

1. REQUISITION NUMBER

2. CONTRACT NUMBER	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
			M6700126Q0083	17 Jun 2026

7. FOR SOLICITATION INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER *(No collect calls)*	8. OFFER DUE DATE/ LOCAL TIME
	Tammila Cassell	910-451-6357	10 Jul 2026 12:00 PM

9. ISSUED BY CODE M67001

COMMANDING GENERAL
MCB CAMP LEJEUNE, BLDG 1212 PSC BOX 20004
CAMP LEJEUNE, NC 28542-0004
UNITED STATES
Tammila Cassell, Email: tammila.cassell@usmc.mil Telephone: 910-451-6357

10. THIS ACQUISITION IS
- [x] SMALL BUSINESS
- [ ] HUBZONE SMALL BUSINESS
- [ ] SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS (SDVOSB)
- [ ] UNRESTRICTED OR
- [ ] WOMEN-OWNED SMALL BUSINESS (WOSB)
- [ ] ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB)
- [ ] 8(A)
- [x] SET ASIDE: 100 % FOR:

NORTH AMERICAN INDUSTRY CLASSIFICATION STANDARD (NAICS): 484210

SIZE STANDARD: USD 34,000,000.00

11. DELIVERY FOR FREE ON BOARD (FOB) DESTINATION UNLESS BLOCK IS MARKED
- [ ] SEE SCHEDULE

12. DISCOUNT TERMS

- [ ] 13a. THIS CONTRACT IS A RATED ORDER UNDER THE DEFENSE PRIORITIES AND ALLOCATIONS SYSTEM - DPAS (15 CFR 700)

13b. RATING

14. METHOD OF SOLICITATION
- [x] REQUEST FOR QUOTE (RFQ)
- [ ] INVITATION FOR BID (IFB)
- [ ] REQUEST FOR PROPOSAL (RFP)

15. DELIVER TO CODE

See Continuation

16. ADMINISTERED BY CODE

17a. CONTRACTOR/ OFFEROR CODE FACILITY CODE

TELEPHONE NUMBER

- [ ] 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18a. PAYMENT WILL BE MADE BY CODE

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED
- [ ] SEE ADDENDUM

19. ITEM NUMBER	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	See Continuation *(Use Reverse and/or Attach Additional Sheets as Necessary)*				

25. ACCOUNTING AND APPROPRIATION DATA

See Continuation

26. TOTAL AWARD AMOUNT *(For Government Use Only)*

- [x] 27a. SOLICITATION INCORPORATES BY REFERENCE (FEDERAL ACQUISITION REGULATION) FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA — [ ] ARE [x] ARE NOT ATTACHED
- [ ] 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA — [ ] ARE [ ] ARE NOT ATTACHED

- [ ] 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ 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

- [ ] 29. AWARD OF CONTRACT: REFERENCE _____ OFFER DATED . _____ . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: See Continuat

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)*	31c. DATE SIGNED

Solicitation/Contract Form Continuation

DMO Personal Effects Storage

0001

Product Service Code: S215

0002

Product Service Code: S215

0003

Product Service Code: S215

Option Line Item
1001

Product Service Code: S215

Option Line Item
1002

Product Service Code: S215

Option Line Item
1003

Product Service Code: S215

Option Line Item
2001

Product Service Code: S215

2002

Product Service Code: S215

Option Line Item
2003

Product Service Code: S215

Option Line Item
3001

Product Service Code: S215

Option Line Item
3002

Product Service Code: S215

Option Line Item
3003

Product Service Code: S215

Option Line Item
4001

Product Service Code: S215

Option Line Item
4002

Product Service Code: S215

Option Line Item
4003

Product Service Code: S215

Continuation of Supplies or Services and Prices/Costs

Additional Information/Notes

Allowed Per Order
Minimum: 3.00 Dollars, U.S.
Maximum: 150,000.00 Dollars, U.S.

Government Minimum/Maximum to Order
Minimum: 3.00 Dollars, U.S.
Maximum: 400,000.00 Dollars, U.S.

Item	Supplies/Service	Estimated Quantity	Unit	Unit Price	Amount
0001	Storage Services. Storage Services will be performed in accordance with the Performance Work Statement (PWS). Pricing Arrangement: Firm Fixed Price	2,000	Hundred Pounds (CWT)		
0002	Pack and Inventory (Normal). Pack and Inventory of service members Personal Effects (PE) will be conducted during regular work hours as per the Performance Work Statement (PWS). Pricing Arrangement: Firm Fixed Price	1,400	Hundred Pounds (CWT)		
0003	Pack and Inventory (Emergency). Pack and Inventory of service members Personal Effects (PE) will be conducted during regular work hours as per the Performance Work Statement (PWS). Pricing Arrangement: Firm Fixed Price	180	Hundred Pounds (CWT)		
Option Line Item 1001	Storage Services. Storage Services will be performed in accordance with the Performance Work Statement (PWS). Pricing Arrangement: Firm Fixed Price	2,000	Hundred Pounds (CWT)		
Option Line Item 1002	Pack and Inventory (Normal). Pack and Inventory of service members Personal Effects (PE) will be conducted during regular work hours as per the Performance Work Statement (PWS). Pricing Arrangement: Firm Fixed Price	1,400	Hundred Pounds (CWT)		
Option Line Item 1003	Pack and Inventory (Emergency). Pack and Inventory of service members Personal Effects (PE) will be conducted during regular work hours as per the Performance Work Statement (PWS). Pricing Arrangement: Firm Fixed Price	180	Hundred Pounds (CWT)		

Option Line Item 2001	Storage Services. Storage Services will be performed in accordance with the Performance Work Statement (PWS). Pricing Arrangement: Firm Fixed Price	2,000	Hundred Pounds (CWT)		
2002	Pack and Inventory (Normal). Pack and Inventory of service members Personal Effects (PE) will be conducted during regular work hours as per the Performance Work Statement (PWS). Pricing Arrangement: Firm Fixed Price	1,400	Hundred Pounds (CWT)		
Option Line Item 2003	Pack and Inventory (Emergency). Pack and Inventory of service members Personal Effects (PE) will be conducted during regular work hours as per the Performance Work Statement (PWS). Pricing Arrangement: Firm Fixed Price	180	Hundred Pounds (CWT)		
Option Line Item 3001	Storage Services. Storage Services will be performed in accordance with the Performance Work Statement (PWS). Pricing Arrangement: Firm Fixed Price	2,000	Hundred Pounds (CWT)		
Option Line Item 3002	Pack and Inventory (Normal). Pack and Inventory of service members Personal Effects (PE) will be conducted during regular work hours as per the Performance Work Statement (PWS). Pricing Arrangement: Firm Fixed Price	1,400	Hundred Pounds (CWT)		
Option Line Item 3003	Pack and Inventory (Emergency). Pack and Inventory of service members Personal Effects (PE) will be conducted during regular work hours as per the Performance Work Statement (PWS). Pricing Arrangement: Firm Fixed Price	180	Hundred Pounds (CWT)		
Option Line Item 4001	Storage Services. Storage Services will be performed in accordance with the Performance Work Statement (PWS). Pricing Arrangement: Firm Fixed Price	2,000	Hundred Pounds (CWT)		
Option Line Item 4002	Pack and Inventory (Normal). Pack and Inventory of service members Personal Effects (PE) will be conducted during regular work hours as per the Performance Work Statement (PWS). Pricing Arrangement: Firm Fixed Price	1,400	Hundred Pounds (CWT)		
	Pack and Inventory (Emergency). Pack and Inventory of service members Personal Effects (PE) will be conducted during		Hundred Pounds (CWT)		

Option Line Item 4003	regular work hours as per the Performance Work Statement (PWS). Pricing Arrangement: Firm Fixed Price	180			

Continuation of Description

Performance Work Statement for Personal Effects Storage

1. BACKGROUND
Marine Corps Installations East (MCIEAST), Camp Lejeune, North Carolina (CLNC), G-4, Distribution Management Office (DMO) is responsible to provide traffic management services to all service members and tenant commands in the area. Traffic management services include passenger travel, freight (shipping and receiving), and personal property programs as regulated by United States Transportation Command (USTC) via the Defense Transportation Regulations (DTR) DoD 4500.9R. Camp Lejeune Distribution Management Office (CLNC DMO) has an ongoing requirement to provide storage for personal effects (PE) for deploying service members aboard CLNC and satellite activities deploying for 90 or more days. These satellite activities include the following:
Camp Johnson, North Carolina
Camp Geiger, North Carolina
Marine Corps Air Station New River, North Carolina
Stone Bay, MCB CLNC

2. SCOPE

2.1 The Contracting Officer Representative (COR) will work with the Contractor pursuant to the scope of the tasks defined in the Performance Work Statement (PWS). The COR is not authorized to direct the Contractor or take any actions that would change the contract or commit the government in any way.

2.2 CONTRACTOR'S UNAUTHORIZED WORK PERFORMANCE. The Contractor shall not perform work that deviates from contract requirements and specifications. If the Contractor deviates from contract requirements and specifications without approval of the CONTRACT ADMINISTRATOR and/or the CONTRACTING OFFICER, such deviation shall be at the risk of the Contractor and any cost related thereto shall be borne by the Contractor.

2.3 The Contractor shall furnish all personnel, management, transportation, material, parts, supplies, and equipment for the packing and storage of personal effects for deploying service members. The geographical area includes Marine Corps Air Station (MCAS) New River, North Carolina and Marine Corps Base (MCB) Camp Lejeune, North Carolina. The Contractor shall perform in accordance with this Performance Work Statement.

2.4 The Contractor shall provide English reading, speaking, and writing personnel at all times during packing and unpacking services. During the performance of this contract, Contractor's employees shall wear neat, clean clothing. The Contractor's employees shall be identified by having company and employee name on or attached to their clothing/uniform.

2.5 Conflict of Interest. The Contractor shall not employ the following personnel: off-duty quality assurance personnel, an employee of the U. S. Government if the employment of that person would create a conflict of interest, an alien who does not have a valid U. S. Immigration Alien Registration card.

2.6 The Contractor shall complete baggage services outlined in this PWS for pickup services Monday through Friday to include packing, tagging, inventory, wrapping, padding, and pickup at designated areas, drayage to Contractor's facility, and weighing. Potential emergency visits to include weekends & holidays. Designated areas will be at Camp Lejeune, Jacksonville, and Marine Corps Air Station New River, Jacksonville, NC. Personal effects shall be containerized and stored in lots by pickup points.

Note: Pickups will be scheduled during regular work hours (8am to 5pm) unless otherwise specified in DD Form 1299 for emergency pickups. Wrapping and padding shall be for specialized items (i.e., televisions, furniture, etc.).

2.7 The Contractor shall accomplish pickups given the following parameters:
a. Routine: Upon ordering of services notification, the contractor must execute the order within three (3) business days per the DD Form 1299 or date specified on the DD Form 1299.

b. Emergency: Upon notifications of pickups, the contractor must execute the order within 24 hours per the DD Form 1299.

Required Deployment Supplies: The contractor must provide all necessary supplies for both routine and emergency deployments, which include but are not limited to:

-Packing materials, Inventory forms, tape, cartons/boxes, padding/wrapping.

-Minimum quality standards are common to professionals in the storage industry. More so, utilizing competencies, equipment, and practices ensuring sustained condition of stored items.
Deployed service members are allotted weight limitations with each rank. The ranks of possible service members fall within the range of E1 to E5. To assist with quote: usage (moving and storage) over the past six-month period was a total of 70,000 pounds.

3. CONTRACTOR'S PHYSICAL LOCATION

3.1 The awarded contractor shall be responsible for securing a centralized operations and storage facility within a seventy (70) mile radius of Camp Lejeune. The 70-mile radius shall be measured from the main gate of Camp Lejeune.

Note: The 70-mile radius rule is established to ensure all storage facilities remain within a manageable Area of Responsibility (AOR) for rigorous Quality Assurance (QA). This proximity enables the Distribution Management Office (DMO) to conduct mandatory quarterly and unannounced

inspections effectively, ensuring facility compliance with security and safety standards. Furthermore, the rule optimizes operational efficiency by minimizing transit time for both the awarded contractor and DMO representatives, thereby reducing resource expenditure and enhancing oversight capabilities.

3.2 The storage facility shall be a secure commercial warehouse location operated by the contractor, designed for the temporary storage of personal effects. The warehouse shall be able to accommodate all stored personal effects for all total deployments for Camp Lejeune.

3.2.1 For the purposes of this PWS, a commercial facility is defined as a fixed, permanent structure operated by the awarded contractor, whose purpose is the professional warehousing of service member's personal effects, subject to county zoning laws and building codes.

3.2.2 Inspection of intended warehouse facility shall be inspected prior to period of performance. Warehouse facility physical address shall be provided at time of contract award.

3.2.3 The use of any third-party self-storage facility is prohibited.

4. TASKS TO PERFORM

The Contractor will perform the following and provide the associated deliverables.

4.1 The Contractor shall provide all required services to receive, store, and maintain PEs, in a safe, secure location. Prices for storage shall include all maintenance and insurance as required in this section. Real world requirements, i.e., emergency/contingency situations, may require the Contractor to accept or release PEs on an emergency basis.

4.1.1. The volume of services required per deployment is highly variable. The awarded contractor shall possess the logistical capacity, to support fluctuating requirements, scaling from a minimal pickup (e.g., two to three boxes of personal effects for a single Service Member) to large-scale support for deployments involving up to 200 Service Members (or more) per event.

4.2 It is mandatory that weighing light and heavy weights occur on Camp Lejeune, NC base scales. If the scales are closed or any deviation from this requirement, the contractor shall call the COR or ordering officer for authorization to utilize and alternate certified location. The vendor will be responsible for all charges for the use of scales at the alternate certified location.

4.3 Contractor Vehicles. Vehicles used in transporting unpacked and uncrated Personal Effects shall be of the closed type and shall be supplied with sufficient clean pads, covers, and any other equipment to protect personal property adequately during transit and delivery. Vehicles used in transporting containerized personal property may be the open type, provided a weatherproof tarp is used to protect the shipment.

4.4 Contractor is authorized to contact the unit representative or alternate unit representative to coordinate time of scheduled pickup, based on the DD Form 1299. The unit representative or alternate shall be onsite and responsible for deploying members on date of scheduled pickup.
4.5 The Contractor shall maintain records of transactions with the U.S. Government, and, upon request, make such records available to properly designated representative within a reasonable period.
4.6. Pickup Operations

4.6.1 DMO authorized personnel will contact the Contractor, via email or telephone, for requested services. DMO will prepare the necessary paperwork (below) and forward, via email, to the Contractor. The Contractor shall acknowledge receipt of requested services via email. When accepted, DMO ordering official(s) will send over the following paperwork to the Contractor:

a. DMO Letter of Authorization (DD Form 1299) (Signed by authorized DMO personnel)
b. Roster of deploying service members
c. Unit representatives contact information

4.7 DMO Ordering Officer will assign a deployment number for each scheduled service. This deployment number will be assigned a D-2X-XX (fiscal year) (sequential order). An example is D-26-01.

4.8 The Contractor shall containerize personal effects/property at the designated pick-up areas on the date specified by the Ordering Officer. If a longer pickup period is necessary or if the event of inclement weather (and is authorized by the Ordering Officer), the personal effects/property, after inspection by the onsite contractor representative, may be picked up loose and containerized at the Contractor's facility. The containerization time allowed at the Contractor's facility shall be one working day following the specified pick-up date. If a loose load is utilized, the Contractor shall notify DMO at time of scheduled pickup. Notification can be made via email or telephone.

4.9 Contractor may deliver supplies to the unit representative or alternate one business day prior to the scheduled pickup. Supplies include, but not limited to, boxes, inventory sheets, packaging paper, and tape. The contractor shall provide instructions to the representative (s) on how to prepare the packaging and step-by-step instructions on completing the inventory sheet(s), supplied by the Contractor.

4.10 The service member or Government representative, appointed by service member, will pack their items into the provided box(es) and fill out an inventory sheet (provided by the Contractor). At pick up location the Contractor shall conduct a joint inspection of the PE items with the service member or Government Representative. The on-site contractor representative is then responsible for verifying the box's contents against the inventory sheet and ensuring it is ready for storage. Any damages shall be annotated on the inventory sheet with both parties signing the inventory form. After inspection, the contractor shall ensure the box is packed accurately, this includes adding packing paper if necessary and secure the box(es) with packing tape and making appropriate markings on the box and inventory sheet. The same markings will be applied to property that is wrapped or padded.

Written on box, wrapped or padded inventory, and inventory sheet:
1) Service member's rank, and

2) Name, and
3) Deployment number, and
4) Roster number.

One copy will be given to the member; one copy to the Distribution Management Office (DMO), and one copy will be maintained by the Contractor for a period of two (2) years. For items that require wrapping or padding, the Contractor shall make appropriate notation on the inventory sheet.

Note: In the context of packing of PE, "loose load" (or loose cargo) refers to items that are loaded directly into a transport vehicle, rather than being containerized.

4.11 If the contractor deems any personal effects to be ineligible for storage, they must notify the COR or Ordering Official immediately.

Note: A DMO representative will be on site for scheduled services of 25 or more service members.

4.12 If the unit fails to be present for an attempted pick up the Contractor must wait for one hour, after scheduled pickup time, before departing the pickup site location. The Contractor shall contact the Ordering Official or COR before departing the pickup location. If there is a failed pickup, a date will be rescheduled within one to two business days. DMO Ordering Official will contact the Contractor to advise of situation and reschedule the delivery, via a new DD Form 1299.

4.13. Storage Operations
4.13.1 PERSONAL EFFECTS STORAGE RATES. Storage rate for routine and emergency personal effects shall be a flat rate notating actual CWT net weight (per 100 pounds) stored.

Note: CWT stands for hundredweight.

On a monthly basis, the Contractor shall send a matrix of active stored personal effect service member names to DMO, via email. The matrix will include service member names with assigned deployment number. The matrix is to be sent to USMC-DMO-STORAGE@USMC.MIL. The subject line of the email shall read (MONTH) (YEAR) PERSONAL EFFECTS STORAGE.

4.14 If the contractor is contacted directly by a deployed service member, identified on the issued DD Form 1299, requesting items from a container, the Contractor shall inform the service member to contact DMO. The Ordering Officer will work with the unit representative and may authorize a one-time break-out of requested item. The individual's property shall be issued in its entirety with no partial issues. Distribution Management Office (DMO) is responsible for providing the Contractor with the DD 1299 and shall provide delivery instructions at that time. The Contractor shall provide weight tickets reflecting total weight removed.

Note: Break-out of an assigned lot may contain one or more service member's property.

4.15 DMO Ordering Official may authorize a Release to Dock on a case-by-case situation. The Contractor will be notified via email or telephone by a DMO Ordering Official to request this type of release. If authorized, the service member will be authorized to go to the warehouse and pick up PE directly. A DD Form 1299 will be prepared and sent to the Contractor, via email, within one (1) business day. If only one (1) service member is to conduct a Release to Dock, no roster will be provided as the name of the service member will be listed on DD 1299 Form.

4.16. Delivery and Claims Operations

4.16.1 DMO authorized personnel will contact the Contractor, via email or telephone, for requested delivery services. DMO will prepare the necessary paperwork (below) and forward, via email, to the Contractor. The Contractor shall acknowledge receipt of requested services via email. When accepted, DMO ordering official(s) will send over the following paperwork to the Contractor:
a. DMO Letter of Authorization (DD Form 1299) (Signed by authorized DMO personnel)
b. Roster of (returning) deployed service members
c. Unit representatives contact information

4.17 On the scheduled delivery date, the Contractor shall arrive at the designated location and contact the unit representative and/or service member(s) to conduct delivery of PE. The Contractor shall conduct a joint inspection of large PE (i.e., television, small furniture, bicycle, etc.) with the member or Government Representative. After inspection, the contractor shall annotate any damages on DD Form 1840R, Notice of Loss or Damage., with both parties signing the form. One copy will be given to the member, and one copy will be maintained by the Contractor for a period of two (2) years.

Note: On the scheduled delivery date, a DMO representative will be onsite, at the delivery location, if services are for 25 or more service members.

4.18 The Contractor shall deliver all stored PE to designated site and is not required to deliver to service member's barracks. The Contractor may authorize service members to borrow moving equipment to allow the service member to deliver their PE to their own barracks room.

4.19 If the unit is not present for the delivery of PE items the Contractor must wait for one hour, after scheduled delivery time, before departing the site location. The Contractor shall contact the Ordering Official or COR before departing the delivery location. If there is a failed delivery, a date will be rescheduled within one to two business days.

Note: A DMO representative will be on site for scheduled services of 25 or more service members.

4.20. Recording Loss or Damage.

4.20.1 The Contractor is required to notify the COR or DMO Ordering Official on any claims of damage or missing items. The Contractor shall furnish the COR or Ordering Official a completed copy of the DD Form 1840R within 3-5 business days after delivery or notification.

4.20.2 The service member has up to five (5) business days to notify the Contractor of any identified damage or missing items after delivery and unpacking. The Contractor shall work with the service member and provide adequate instructions and forms to be completed for any claim submission. The Contractor shall comply with 4.21 on claim processing and submission.

4.21 CLAIMS. The Contractor shall make prompt settlement directly to the member on any claims for loss or damage to personal property for which there is liability under the provisions of this contract. Contractors receiving a written claim or correspondence for loss or damage shall acknowledge receipt of such claim or correspondence, in writing, to the originator within five (5) business days after its receipt. The Contractor shall, at the time such claim is received, cause the date of receipt to be recorded on the claim. When the Contractor receives a claim for loss or damage, the Contractor shall pay, decline, or make a firm compromise settlement offer in writing to the claimant within 60 days after receipt thereof. If the Contractor fails to settle the claim satisfactorily within 60 days, the claimant may file a concurrent claim with the U.S. Government. The Contractor shall at that time and at the expiration of each succeeding 30-day period, while the claims remain pending, advise the claimant, in writing, of the status of the claim and the reasons for delay in making final disposition thereof. The Contractor shall furnish the Ordering Officer within five (5) business days an information copy of all correspondence. The ordering office shall retain the correspondence in the Contractor's quality assurance file for evaluation and reference purposes until one (1) year after contract expires. When a meritorious claim is not paid promptly as established above, the Government reserves the right to set off the amount of the claim against any amounts that may be owed to the Contractor.

Note: The maximum threshold for an individual claim is $15,000.

4.22 INSURANCE COVERAGE. Upon receipt of contract award, if requested by the Contracting Officer, the contractor shall furnish the contracting officer, evidence of the required insurance, covering work to be performed. The contractor shall maintain at least the minimum insurance coverage required as specified in the FAR 28.307-2 Liability. Each policy shall contain an endorsement that cancellation or material change in the policy shall not be effective until after a 30-day written notice is furnished to the contracting officer.

4.23 CARGO INSURANCE. Upon receipt of contract award, if requested by the Contracting Officer, the contractor shall provide a certification (within 5 calendar days ARO CDRL 0011) of cargo insurance reflecting coverage on a continuous basis in at least six (6) times the weight of the PE (for the service member).

4.24 LICENSES, PERMITS AND APPROVALS. The Contractor performing this contract shall possess all environmental, construction, and any other licenses, permits and approvals required for operation of the storage facility and to make improvements so the facility will meet the minimum security and storage requirements as outlined in this PWS.

5. ADMINISTRATION
5.1 Services performed under this contract will be 0800 - 1700, Monday through Friday, excluding weekends and observed federal holidays. For Emergency Pick-up/Drop offs see paragraph 8.1.1.

5.1.1 The Contractor shall not perform any services outside of standard business hours, including emergency, weekend, or holiday work, without prior authorization from the Contracting Officer, Contracting Officer's Representative (COR), or other authorized DMO personnel. The Contractor is required to designate a Point of Contact (POC) and provide a telephone number for the express purpose of managing emergency service requests. In specific circumstances, such as a Bluebark event, the Government retains the right to remove effects from the Contractor's storage facility.

5.2 In the event of a base closure due to national emergencies, inclement weather conditions (snow and ice storms, hurricanes, tornadoes, etc.) and other emergency situations, notification will be given by TV and radio announcements, telephone, verbal means, etc. Marine Corps Base (MCB) Camp Lejeune Information Systems telephone number for reporting instructions is (910) 451-1717. Upon receiving notification by one of the above mediums that the base has returned to normal operations, the Contractor shall resume normal work hours.

6. SAFETY REGULATIONS

6.1 The Contractor shall obey and conform to all OSHA and Marine Corps Base Camp Lejeune Safety Regulations. Base Safety Regulations may be obtained from the COR.

7. DEFINITIONS

7.1 BLUEBARK. The term used to designate a personal property shipment of a deceased member.

7.2 CALL NUMBER OR LOT NUMBER. Locally assigned control number provided by the ordering activity when requirement for services is placed with the Contractor by the Distribution Management Office (DMO).

7.3 DISTRIBITION MANAGEMENT OFFICER. The individual designated by appropriate authority to perform assigned distribution management functions at military installations or activities, regardless of whether or not this is the organization title of the individual. For the purpose of this contract, the term includes representatives designated to order the services required and to inspect and evaluate those services performed by the Contractor for acceptance or rejection

7.4 DRAYAGE. The term "drayage" refers to the transport of goods over a short distance in the shipping and logistics industries. Drayage is often part of a longer overall move, such as from a ship to a warehouse. Drayage is a key aspect of the transfer of shipments to and from other means of transportation. Drayage applies in those instances when a shipment requires drayage from a pickup point (barracks) to the Contractor's warehouse and from Contractor's facility to the final delivery point (barracks).

7.5 HUNDREDWEIGHT (CWT). Hundredweight is equal to 100 pounds and is also known as a short hundredweight

7.6 INCIDENT. An occasion where damage or loss of personal effects.

7.7 NEGLIGENCE. The omission or neglect of reasonable precaution, care, or action on the part of the Contractor or his/her personnel.

7.8 PACKED BY OWNER (PBO). Those articles are packed in an interior container by the owner.

7.9 Personal Effects. Service member's personal property includes articles of individual uniform clothing, civilian clothing, individual equipment, motorcycle, scooter, E-bike, and other personal items not defined herein.

The following items will not be packed, shipped, nor stored:
Automobiles, trucks, vans, and similar motor vehicles; airplanes, mobile homes, camper trailers, and farm equipment.
Live animals include birds, fish, and reptiles.
Cordwood and building materials.
Property for resale, disposal, or commercial use rather than for use by members and their dependents.
Privately owned live ammunition
Snow mobiles, golf carts, and boats (with or without an associated trailer equal to or more than the following dimensions: Length 14 feet x Width 6 feet 10 inches x Height 6 feet 5 inches)
Hazardous/flammables/combustibles/alcohol
7.10 Personal Property Shipping Officer (PPSO). The individual, usually a military or DoD civilian Supervisor, is designated by authority to perform assigned distribution management functions at military installations or activities, regardless of whether that is the organizational title of the individual. For this Order, the term Personal Property Shipping Officer includes representatives designated to order the services required and to inspect and evaluate those services performed by the Transportation Service Provider/Contactor for acceptance or rejection.

7.11 RELEASE TO DOCK. Authorization for property to be made available at the contractor's dock or facility for service member pickup.

8. PERIOD AND PLACE OF PERFORMANCE

8.1 Period of Performance: The contract will have one twelve-month base period of performance, followed by four 12-month option periods.

Period of Performance:	Dates:
Base Period	1 August 2026- 31 July 2027
Option Period 1	1 August 2027- 31 July 2028
Option Period 2	1 August 2028- 31 July 2029
Option Period 3	1 August 2029- 31 July 2030
Option Period 4	1 August 2030- 31 July 2031

8.1.1 Services under this contract will be performed between Monday through Friday 8-5pm EST. The following federal holidays will be observed. This contract does provide up to 10 Emergency Pick-up/Drop-off visits outside regular work hours. If invoked, Emergency Pick-Up/Drop Off will take precedence over the observed federal holidays.

8.2 The following are recognized federal holidays:

(a) New Year's Day
(b) Martin Luther King Day
(c) Presidents Day
(d) Memorial Day
(e) Juneteenth Day
(f) Independence Day
(g) Labor Day
(h) Columbus Day
(i) Veterans Days
(j) Thanksgiving Day
(k) Christmas Day

Note: When a holiday falls on a Sunday, the following Monday will be observed as a legal holiday by U.S. Government agencies. When a holiday falls on a Saturday, the preceding Friday is observed as a holiday by U.S. Government agencies.

8.3 In the event of base closure see section 5.2.

8. GOVERNMENT POINTS OF CONTACT

a) DMO COR: **To be provided at time of award.**

b) Contract Administrator: Mrs. Tammie Cassell, Tammila.cassell@usmc.mil, (910) 451-6357.

10. DELIVERIES OR PERFORMANCE

10.1 Services shall be provided according to the specifications and requirements as defined in the contract.

10.2 MEETINGS. When problems, or other issues, arise that may affect contract performance, the Contractor and the Contracting Officer, or his designated representative, shall meet to mutually resolve the issue. Meetings shall be held as often as necessary to ensure requirements of the contract are being met.

10.3 PERFORMANCE REQUIREMENTS SUMMARY. The performance standards are stated in the summary below:

Required Service (PWS Reference)	**Performance Measurement**	**Inspection Method**	**Acceptable Quality Level (AQL)**
Paragraphs 4.6-4.12	On-Time pick-up of personal effects /property	95% inspection of all shipments per deployment	95%
Paragraphs 4.16-4.20	On-Time delivery of personal effects /property	95% inspection of all shipments per deployment	95%
Paragraphs 4.20-4.21	Claim Filed -Timeliness -Number of claims	95% inspection of all shipments per deployment	-Processed within timeframes in paragraph 4.18 -No more than 2 per month
Paragraph: 13.2.1	Warehouse Inspection	Quarterly using DD Form 1812	Evaluated grade of "C" or better

11. INVOICING INSTRUCTIONS

11.1 BILLING PERIOD. The billing period for contract and pay purposes shall begin the first day and end the last day of the month for each item shown in this contract.

11.2 INVOICING INSTRUCTIONS. Contractor must be registered in the Wide Area Workflow (WAWF) system and shall invoice as reflected within this contract. To register for an account, go to https://wawf.eb.mil.

11.2.1 When services are requested for pickup from the designated location to the storage facility or delivered to the designated location from the storage facility, the Contractor shall invoice for total days of the month storage was utilized.

11.2.2 Invoice shall include the items listed below to ensure no delay in certifying the invoice.

a. Day / Month / Year of invoice period
b. Deployment Number
c. Pickup date
d. Contract number

11.2.3 When invoices are submitted, the contractor shall upload or attach a copy of the company invoices. A description of services, from 11.2.2 shall be notated in WAWF.

11.3 The contractor must first register in SAM.GOV. On the website main screen, the user clicks on "GET STARTED" button. From there, the contractor registers their account, where they will receive their Commercial and Government Entity (CAGE) code and Unique Entity Identifier (UEI).

11.3.1 After successfully creating a SAM.GOV account, the user must contact the Procurement Integrated Enterprise Environment (PIEE) help desk to continue registering an account in WAWF. The PIEE help desk will provide guidance with registering a WAWF account.

12. BASE ACCESS

12.1 Contractor must be registered in the Defense Biometrics Identification System (DBIDS). It is the Contractors responsibility to ensure all their employees and or subcontractors are properly registered within DBIDS. To gain access to the installation, the contractor will require their personnel to have a REAL ID as the primary credential and submit a request for DBIDS access.

12.1.1. Contractors, and/or delivery drivers, must have in their possession: the contract number, delivery/service address, and sponsor's contact information in order to gain initial access to the base.
(The sponsor for this requirement will be provided at the time of award.)

Contract Number: To be provided at time of award

Sponsor:

Phone Number:

Email:

12.1.2. For updated information and proper documentation to gain access to the installation, the contractor is required to visit the installation website at: https://www.lejeune.marines.mil/Base-Access/.

12.2. When the contractor is approved for access, they will receive either a DBIDS credential or temporary pass, depending upon the length of time they require access. A DBIDS credential is issued to individuals requiring access for 61 days or more. A temporary pass is issued to individuals requiring access for 60 days or less.

12.3. Contractor personnel will report to the Contractor Vetting Office to confirm their access requirements, undergo a background check, and receive their pass.

12.3.1. Contractor Common Access Card (CAC) Eligibility: Contractor personnel authorized CACs are exempt from DBIDS enrollment.

12.4. If you have additional questions regarding base access, Contractor CACs, or DBIDS requirements, contact the Contractor Vetting Office (CVO). The CVO is in Bldg. 818 adjacent to the Camp Lejeune Main Gate on Holcomb Blvd, just off NC Highway 24. The CVO is open Monday through Friday from 6 a.m. to 2 p.m. and is closed on weekends and holidays.
Contractor Vetting Office - Appointments: 910-451-8558
Contractor Vetting Office - Questions: 910-451-3220
Vetting Office Email: lejeunecontractorvetting@usmc.mil
DBIDS email: https://dbids-global-enroll.dmdc.mil/preenrollui/#!/

PLEASE NOTE: Individuals with active warrants may be subject to arrest on the spot.

The Government will not be responsible for any contractor access delays. Delays that may result from inadequate planning are strictly the responsibility of the Contractor.

Requirements

Marine Corps Installations East (MCIEAST), Camp Lejeune, North Carolina, G-4 Distribution Management Office (DMO) has an ongoing requirement to provide storage for Personal Effects (PE) for deploying service members aboard Camp Lejeune and satellite activities deploying for 90 or more days.

The satellite activities include the following:
Camp Johnson, North Carolina
Camp Geiger, North Carolina
Marine Corps Air Station New River, North Carolina
Stone Bay, North Carolina

Continuation of Packaging and Marking

Continuation of Inspection and Acceptance

Overall Contract Inspection/Acceptance Locations

0001	Inspection and Acceptance Location Both Destination Instructions: No specific instructions. DoDAAC: MMP100 CountryCode: USA DISTRIBUTION MANAGEMENT OFFICE BLDG 1012,O STREET BAY#8, M/F MMP100 MCIEAST-MCB (ATTN: SUPO) CAMP LEJEUNE, NC 28547-2503 UNITED STATES Robert Clerkin, Unit Representative (COR) Email: Robert.clerkin@usmc.mil
0002	Inspection and Acceptance Location Both Destination Instructions: No specific instructions. DoDAAC: MMP100 CountryCode: USA DISTRIBUTION MANAGEMENT OFFICE BLDG 1012,O STREET BAY#8, M/F MMP100 MCIEAST-MCB (ATTN: SUPO) CAMP LEJEUNE, NC 28547-2503 UNITED STATES Robert Clerkin, Unit Representative (COR) Email: Robert.clerkin@usmc.mil
0003	Inspection and Acceptance Location Both Destination Instructions: No specific instructions. DoDAAC: MMP100 CountryCode: USA DISTRIBUTION MANAGEMENT OFFICE BLDG 1012,O STREET BAY#8, M/F MMP100 MCIEAST-MCB (ATTN: SUPO) CAMP LEJEUNE, NC 28547-2503 UNITED STATES Robert Clerkin, Unit Representative (COR) Email: Robert.clerkin@usmc.mil
Option Line Item 1001	Inspection and Acceptance Location Both Destination Instructions: No specific instructions. DoDAAC: MMP100 CountryCode: USA

	DISTRIBUTION MANAGEMENT OFFICE BLDG 1012,O STREET BAY#8, M/F MMP100 MCIEAST-MCB (ATTN: SUPO) CAMP LEJEUNE, NC 28547-2503 UNITED STATES Robert Clerkin, Unit Representative (COR) Email: Robert.clerkin@usmc.mil
Option Line Item 1002	Inspection and Acceptance Location Both Destination Instructions: No specific instructions. DoDAAC: MMP100 CountryCode: USA DISTRIBUTION MANAGEMENT OFFICE BLDG 1012,O STREET BAY#8, M/F MMP100 MCIEAST-MCB (ATTN: SUPO) CAMP LEJEUNE, NC 28547-2503 UNITED STATES Robert Clerkin, Unit Representative (COR) Email: Robert.clerkin@usmc.mil
Option Line Item 1003	Inspection and Acceptance Location Both Destination Instructions: No specific instructions. DoDAAC: MMP100 CountryCode: USA DISTRIBUTION MANAGEMENT OFFICE BLDG 1012,O STREET BAY#8, M/F MMP100 MCIEAST-MCB (ATTN: SUPO) CAMP LEJEUNE, NC 28547-2503 UNITED STATES Robert Clerkin, Unit Representative (COR) Email: Robert.clerkin@usmc.mil
Option Line Item 2001	Inspection and Acceptance Location Both Destination Instructions: No specific instructions. DoDAAC: MMP100 CountryCode: USA DISTRIBUTION MANAGEMENT OFFICE BLDG 1012,O STREET BAY#8, M/F MMP100 MCIEAST-MCB (ATTN: SUPO) CAMP LEJEUNE, NC 28547-2503 UNITED STATES Robert Clerkin, Unit Representative (COR) Email: Robert.clerkin@usmc.mil
2002	Inspection and Acceptance Location Both Destination Instructions: No specific instructions. DoDAAC: MMP100 CountryCode: USA

	DISTRIBUTION MANAGEMENT OFFICE BLDG 1012,O STREET BAY#8, M/F MMP100 MCIEAST-MCB (ATTN: SUPO) CAMP LEJEUNE, NC 28547-2503 UNITED STATES Robert Clerkin, Unit Representative (COR) Email: Robert.clerkin@usmc.mil
Option Line Item 2003	Inspection and Acceptance Location Both Destination Instructions: No specific instructions. DoDAAC: MMP100 CountryCode: USA DISTRIBUTION MANAGEMENT OFFICE BLDG 1012,O STREET BAY#8, M/F MMP100 MCIEAST-MCB (ATTN: SUPO) CAMP LEJEUNE, NC 28547-2503 UNITED STATES Robert Clerkin, Unit Representative (COR) Email: Robert.clerkin@usmc.mil
Option Line Item 3001	Inspection and Acceptance Location Both Destination Instructions: No specific instructions. DoDAAC: MMP100 CountryCode: USA DISTRIBUTION MANAGEMENT OFFICE BLDG 1012,O STREET BAY#8, M/F MMP100 MCIEAST-MCB (ATTN: SUPO) CAMP LEJEUNE, NC 28547-2503 UNITED STATES Robert Clerkin, Unit Representative (COR) Email: Robert.clerkin@usmc.mil
Option Line Item 3002	Inspection and Acceptance Location Both Destination Instructions: No specific instructions. DoDAAC: MMP100 CountryCode: USA DISTRIBUTION MANAGEMENT OFFICE BLDG 1012,O STREET BAY#8, M/F MMP100 MCIEAST-MCB (ATTN: SUPO) CAMP LEJEUNE, NC 28547-2503 UNITED STATES Robert Clerkin, Unit Representative (COR) Email: Robert.clerkin@usmc.mil
Option Line Item 3003	Inspection and Acceptance Location Both Destination Instructions: No specific instructions. DoDAAC: MMP100 CountryCode: USA

	DISTRIBUTION MANAGEMENT OFFICE BLDG 1012,O STREET BAY#8, M/F MMP100 MCIEAST-MCB (ATTN: SUPO) CAMP LEJEUNE, NC 28547-2503 UNITED STATES Robert Clerkin, Unit Representative (COR) Email: Robert.clerkin@usmc.mil
Option Line Item 4001	Inspection and Acceptance Location Both Destination Instructions: No specific instructions. DoDAAC: MMP100 CountryCode: USA DISTRIBUTION MANAGEMENT OFFICE BLDG 1012,O STREET BAY#8, M/F MMP100 MCIEAST-MCB (ATTN: SUPO) CAMP LEJEUNE, NC 28547-2503 UNITED STATES Robert Clerkin, Unit Representative (COR) Email: Robert.clerkin@usmc.mil
Option Line Item 4002	Inspection and Acceptance Location Both Destination Instructions: No specific instructions. DoDAAC: MMP100 CountryCode: USA DISTRIBUTION MANAGEMENT OFFICE BLDG 1012,O STREET BAY#8, M/F MMP100 MCIEAST-MCB (ATTN: SUPO) CAMP LEJEUNE, NC 28547-2503 UNITED STATES Robert Clerkin, Unit Representative (COR) Email: Robert.clerkin@usmc.mil
Option Line Item 4003	Inspection and Acceptance Location Both Destination Instructions: No specific instructions. DoDAAC: MMP100 CountryCode: USA DISTRIBUTION MANAGEMENT OFFICE BLDG 1012,O STREET BAY#8, M/F MMP100 MCIEAST-MCB (ATTN: SUPO) CAMP LEJEUNE, NC 28547-2503 UNITED STATES Robert Clerkin, Unit Representative (COR) Email: Robert.clerkin@usmc.mil

Continuation of Deliveries or Performance

Overall Contract Delivery Period

Period of Performance
From 01 Aug 2026 to 31 Jul 2031

The ordering period above may include unexercised options

Contractor
Destination

Line Item	Delivery Schedule	Estimated Quantity	Address and POC
0001	Period of Performance From 01 Aug 2026 To 31 Jul 2027	2,000 Hundred Pounds (CWT)	Place of Performance DoDAAC: MMP100 CountryCode: USA DISTRIBUTION MANAGEMENT OFFICE BLDG 1012,O STREET BAY#8, M/F MMP100 MCIEAST-MCB (ATTN: SUPO) CAMP LEJEUNE, NC 28547-2503 UNITED STATES Robert Clerkin, Unit Representative (COR) Email: robert.clerkin@usmc.mil
0002	Period of Performance From 01 Aug 2026 To 31 Jul 2027	1,400 Hundred Pounds (CWT)	Place of Performance DoDAAC: MMP100 CountryCode: USA DISTRIBUTION MANAGEMENT OFFICE BLDG 1012,O STREET BAY#8, M/F MMP100 MCIEAST-MCB (ATTN: SUPO) CAMP LEJEUNE, NC 28547-2503 UNITED STATES Robert Clerkin, Unit Representative (COR) Email: robert.clerkin@usmc.mil
0003		180 Hundred Pounds (CWT)	Place of Performance DoDAAC: MMP100 CountryCode: USA DISTRIBUTION MANAGEMENT OFFICE BLDG 1012,O STREET BAY#8, M/F MMP100 MCIEAST-MCB (ATTN: SUPO) CAMP LEJEUNE, NC 28547-2503 UNITED STATES Robert Clerkin, Unit Representative (COR)

	Period of Performance From 01 Aug 2026 To 31 Jul 2027		Email: robert.clerkin@usmc.mil
Option Line Item 1001	Period of Performance From 01 Aug 2027 To 31 Jul 2028	2,000 Hundred Pounds (CWT)	Place of Performance DoDAAC: MMP100 CountryCode: USA DISTRIBUTION MANAGEMENT OFFICE BLDG 1012,O STREET BAY#8, M/F MMP100 MCIEAST-MCB (ATTN: SUPO) CAMP LEJEUNE, NC 28547-2503 UNITED STATES Robert Clerkin, Unit Representative (COR) Email: robert.clerkin@usmc.mil
Option Line Item 1002	Period of Performance From 01 Aug 2027 To 31 Jul 2028	1,400 Hundred Pounds (CWT)	Place of Performance DoDAAC: MMP100 CountryCode: USA DISTRIBUTION MANAGEMENT OFFICE BLDG 1012,O STREET BAY#8, M/F MMP100 MCIEAST-MCB (ATTN: SUPO) CAMP LEJEUNE, NC 28547-2503 UNITED STATES Robert Clerkin, Unit Representative (COR) Email: robert.clerkin@usmc.mil
Option Line Item 1003	Period of Performance From 01 Aug 2027 To 31 Jul 2028	180 Hundred Pounds (CWT)	Place of Performance DoDAAC: MMP100 CountryCode: USA DISTRIBUTION MANAGEMENT OFFICE BLDG 1012,O STREET BAY#8, M/F MMP100 MCIEAST-MCB (ATTN: SUPO) CAMP LEJEUNE, NC 28547-2503 UNITED STATES Robert Clerkin, Unit Representative (COR) Email: robert.clerkin@usmc.mil
		2,000 Hundred Pounds (CWT)	Place of Performance DoDAAC: MMP100

Option Line Item 2001	Period of Performance From 01 Aug 2028 To 31 Jul 2029		CountryCode: USA DISTRIBUTION MANAGEMENT OFFICE BLDG 1012,O STREET BAY#8, M/F MMP100 MCIEAST-MCB (ATTN: SUPO) CAMP LEJEUNE, NC 28547-2503 UNITED STATES Robert Clerkin, Unit Representative (COR) Email: robert.clerkin@usmc.mil
2002	Period of Performance From 01 Aug 2028 To 31 Jul 2029	1,400 Hundred Pounds (CWT)	Place of Performance DoDAAC: MMP100 CountryCode: USA DISTRIBUTION MANAGEMENT OFFICE BLDG 1012,O STREET BAY#8, M/F MMP100 MCIEAST-MCB (ATTN: SUPO) CAMP LEJEUNE, NC 28547-2503 UNITED STATES Robert Clerkin, Unit Representative (COR) Email: robert.clerkin@usmc.mil
Option Line Item 2003	Period of Performance From 01 Aug 2028 To 31 Jul 2029	180 Hundred Pounds (CWT)	Place of Performance DoDAAC: MMP100 CountryCode: USA DISTRIBUTION MANAGEMENT OFFICE BLDG 1012,O STREET BAY#8, M/F MMP100 MCIEAST-MCB (ATTN: SUPO) CAMP LEJEUNE, NC 28547-2503 UNITED STATES Robert Clerkin, Unit Representative (COR) Email: robert.clerkin@usmc.mil
Option Line Item 3001	Period of Performance From	2,000 Hundred Pounds (CWT)	Place of Performance DoDAAC: MMP100 CountryCode: USA DISTRIBUTION MANAGEMENT OFFICE BLDG 1012,O STREET BAY#8, M/F MMP100 MCIEAST-MCB (ATTN: SUPO) CAMP LEJEUNE, NC 28547-2503 UNITED STATES Robert Clerkin, Unit Representative (COR) Email: robert.clerkin@usmc.mil

	01 Aug 2029 To 31 Jul 2030		
Option Line Item 3002	Period of Performance From 01 Aug 2029 To 31 Jul 2030	1,400 Hundred Pounds (CWT)	Place of Performance DoDAAC: MMP100 CountryCode: USA DISTRIBUTION MANAGEMENT OFFICE BLDG 1012,O STREET BAY#8, M/F MMP100 MCIEAST-MCB (ATTN: SUPO) CAMP LEJEUNE, NC 28547-2503 UNITED STATES Robert Clerkin, Unit Representative (COR) Email: robert.clerkin@usmc.mil
Option Line Item 3003	Period of Performance From 01 Aug 2029 To 31 Jul 2030	180 Hundred Pounds (CWT)	Place of Performance DoDAAC: MMP100 CountryCode: USA DISTRIBUTION MANAGEMENT OFFICE BLDG 1012,O STREET BAY#8, M/F MMP100 MCIEAST-MCB (ATTN: SUPO) CAMP LEJEUNE, NC 28547-2503 UNITED STATES Robert Clerkin, Unit Representative (COR) Email: robert.clerkin@usmc.mil
Option Line Item 4001	Period of Performance From 01 Aug 2030 To 31 Jul 2031	2,000 Hundred Pounds (CWT)	Place of Performance DoDAAC: MMP100 CountryCode: USA DISTRIBUTION MANAGEMENT OFFICE BLDG 1012,O STREET BAY#8, M/F MMP100 MCIEAST-MCB (ATTN: SUPO) CAMP LEJEUNE, NC 28547-2503 UNITED STATES Robert Clerkin, Unit Representative (COR) Email: robert.clerkin@usmc.mil
		1,400 Hundred Pounds (CWT)	Place of Performance DoDAAC: MMP100 CountryCode: USA DISTRIBUTION MANAGEMENT OFFICE BLDG 1012,O STREET BAY#8, M/F MMP100 MCIEAST-MCB (ATTN: SUPO)

Option Line Item 4002	Period of Performance From 01 Aug 2030 To 31 Jul 2031		CAMP LEJEUNE, NC 28547-2503 UNITED STATES Robert Clerkin, Unit Representative (COR) Email: robert.clerkin@usmc.mil
Option Line Item 4003	Period of Performance From 01 Aug 2030 To 31 Jul 2031	180 Hundred Pounds (CWT)	Place of Performance DoDAAC: MMP100 CountryCode: USA DISTRIBUTION MANAGEMENT OFFICE BLDG 1012,O STREET BAY#8, M/F MMP100 MCIEAST-MCB (ATTN: SUPO) CAMP LEJEUNE, NC 28547-2503 UNITED STATES Robert Clerkin, Unit Representative (COR) Email: robert.clerkin@usmc.mil

Continuation of Accounting and Appropriation Data

Contract Clauses

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements.	Jan 2017		
52.203-3	Gratuities.	Apr 1984		
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards. (Deviation 2026-O0038)	Feb 2026		
52.204-13	System for Award Management-Maintenance. (Deviation 2026-O0038)	Feb 2026		
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters. (Deviation 2026-O0038)	Feb 2026		
52.219-33	Nonmanufacturer Rule. (Deviation 2026-O0038)	Feb 2026		
52.219-6	Notice of Total Small Business Set-Aside. (Deviation 2026-O0038)	Feb 2026		
52.219-8	Utilization of Small Business Concerns. (Deviation 2026-O0038)	Feb 2026		
52.222-35	Equal Opportunity for Veterans. (Deviation 2026-O0038)	Feb 2026		
52.222-36	Equal Opportunity for Workers with Disabilities. (Deviation 2026-O0038)	Feb 2026		
52.222-37	Employment Reports on Veterans. (Deviation 2026-O0038)	Feb 2026		
52.222-40	Notification of Employee Rights Under the National Labor Relations Act. (Deviation 2026-O0038)	Feb 2026		
52.222-41	Service Contract Labor Standards. (Deviation 2026-O0038)	Feb 2026		
52.222-43	Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts). (Deviation 2026-O0038)	Feb 2026		
52.222-54	Employment Eligibility Verification. (Deviation 2026-O0038)	Feb 2026		
52.222-62	Paid Sick Leave Under Executive Order 13706. (Deviation 2026-O0038)	Feb 2026		
52.226-8	Encouraging Contractor Policies to Ban Text Messaging While Driving.	May 2024		
52.229-12	Tax on Certain Foreign Procurements. (Deviation 2026-O0038)	Feb 2021		
52.232-33	Payment by Electronic Funds Transfer-System for Award Management.	Oct 2018		
52.232-40	Providing Accelerated Payments to Small Business Subcontractors.	Mar 2023		
52.233-3	Protest after Award. (Deviation 2026-O0038)	Feb 2026		
52.233-4	Applicable Law for Breach of Contract Claim. (Deviation 2026-O0038)	Feb 2026		

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
252.203-7000	Requirements Relating to Compensation of Former DoD Officials.	Sep 2011		
252.203-7002	Requirement to Inform Employees of Whistleblower Rights.	Dec 2022		
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting.	May 2024		
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services.	Jan 2023		
252.225-7056	Prohibition Regarding Business Operations with the Maduro Regime.	Jan 2023		
252.225-7060	Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region.	Jun 2023		
252.226-7001	Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns.	Jan 2023		
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports.	Dec 2018		
252.232-7010	Levies on Contract Payments.	Dec 2006		
252.243-7002	Requests for Equitable Adjustment.	Dec 2022		
252.247-7023	Transportation of Supplies by Sea.	Oct 2024		

FAR Clauses Incorporated by Full Text

52.219-14 Limitations on Subcontracting. (Deviation 2026-O0038) (Feb 2026)

Limitations on Subcontracting (Feb 2026) (Deviation 2026-O0038)

(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 sections 19.105, 19.106, 19.107, and 19.108;

(4) Orders expected to exceed the simplified acquisition threshold and that are set aside for small business concerns under multiple-award contracts, as described in 8.4 and 16.5;

(5) Orders, regardless of dollar value, that are set aside in accordance with sections 19.105, 19.106, 19.107, and 19.108 under multiple-award contracts, as described in 8.4 and 16.5; 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) 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-

[X] 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)

52.222-42 Statement of Equivalent Rates for Federal Hires. (May 2014)

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
___	___
___	___
___	___
___	___
___	___
___	___
___	___

(End of clause)

DFARS Clauses Incorporated by Full Text

252.232-7006 Wide Area WorkFlow Payment Instructions. (Jan 2023)

WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JAN 2023)

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

"Department of Defense Activity Address Code (DoDAAC)" is a six position code that uniquely identifies a unit, activity, or organization.

"Document type" means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

"Local processing office (LPO)" is the office responsible for payment certification when payment certification is done external to the entitlement system.

"Payment request" and "receiving report" are defined in the clause at 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(b) *Electronic invoicing.* The WAWF system provides the method to electronically process vendor payment requests and receiving reports, as authorized by Defense Federal Acquisition Regulation Supplement (DFARS) 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) *WAWF access.* To access WAWF, the Contractor shall-

(1) Have a designated electronic business point of contact in the System for Award Management at https://www.sam.gov; and

(2) Be registered to use WAWF at https://wawf.eb.mil/ following the step-by-step procedures for self-registration available at this web site.

(d) *WAWF training.* The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the "Web Based Training" link on the WAWF home page at https://wawf.eb.mil/

(e) *WAWF methods of document submission.* Document submissions may be via web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) *WAWF payment instructions.* The Contractor shall use the following information when submitting payment requests and receiving reports in WAWF for this contract or task or delivery order:

(1) *Document type.* The Contractor shall submit payment requests using the following document type(s):

(i) For cost-type line items, including labor-hour or time-and-materials, submit a cost voucher.

(ii) For fixed price line items-

(A) That require shipment of a deliverable, submit the invoice and receiving report specified by the Contracting Officer.

(B) For services that do not require shipment of a deliverable, submit either the **Invoice 2in1,** which meets the requirements for the invoice and receiving report, or the applicable invoice and receiving report, as specified by the Contracting Officer.

(iii) For customary progress payments based on costs incurred, submit a progress payment request.

(iv) For performance based payments, submit a performance based payment request.

(v) For commercial financing, submit a commercial financing request.

(2)) Fast Pay requests are only permitted when Federal Acquisition Regulation (FAR) 52.213-1 is included in the contract.

(3) *Document routing.* The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table*

Field Name in WAWF	*Data to be entered in WAWF*
Pay Official DoDAAC	HQ0871
Issue By DoDAAC	M67001
Admin DoDAAC	M67001
Inspect By DoDAAC	____
Ship To Code	____

Ship From Code	____
Mark For Code	____
Service Approver (DoDAAC)	____
Service Acceptor (DoDAAC)	MMP100
Accept at Other DoDAAC	____
LPO DoDAAC	____
DCAA Auditor DoDAAC	____
Other DoDAAC(s)	____

(4) *Payment request.* The Contractor shall ensure a payment request includes documentation appropriate to the type of payment request in accordance with the payment clause, contract financing clause, or Federal Acquisition Regulation 52.216-7, Allowable Cost and Payment, as applicable.

(5) *Receiving report.* The Contractor shall ensure a receiving report meets the requirements of DFARS Appendix F.

(g) *WAWF point of contact.*

(1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

For questions on how to use the applications in the Procurement Integrated Enterprise Environment (PIEE) eBusiness Suite refer to the Web Based Training for the specific application by clicking the Help Training button on the PIEE Suite Homepage.

https://piee.eb.mil/xhtml/unauth/help/help.xhtml

For questions or concerns with the information on your contract or the current status of an existing payment request, please contact:

Tammila.cassell@usmc.mil

(2) Contact the WAWF helpdesk at 866-618-5988, if assistance is needed.

(End of clause)

Addendum to 52.212-4, Contract Terms and Conditions - Commercial Products and Commercial Services

Contract Terms and Conditions Required To Implement Statutes or Executive Orders — Commercial Products and Commercial Services

Addendum to Contract Clauses

Contract Clauses

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations. (Deviation 2026-O0038)	Feb 2026		
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded. (Deviation 2026-O0038)	Feb 2026		
52.222-3	Convict Labor. (Deviation 2026-O0038)	Feb 2026		
52.222-90	Addressing DEI Discrimination by Federal Contractors. (Deviation 2026-O0040, Revision 1)	Apr 2026		
52.240-91	Security Prohibitions and Exclusions. (Deviation 2026-O0038)	Feb 2026		
52.244-6	Subcontracts for Commercial Products and Commercial Services. (Deviation 2026-O0038)	Apr 2026		

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
252.201-7000	Contracting Officer's Representative.	Dec 1991		
252.225-7012	Preference for Certain Domestic Commodities.	Apr 2022		
252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel.	Jan 2023		
252.247-7003	Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer.	Jan 2023		

FAR Clauses Incorporated by Full Text

52.212-4	**Terms and Conditions-Commercial Products and Commercial Services. (Deviation 2026-O0038) (Alternate I)**	**(Feb 2026)**	**Alternate I**	**(Feb 2026)**

Alternate I (Feb 2026) (Deviation 2026-O0038). When contemplating a time-and-materials or labor-hour contract, substitute the following paragraphs (a), (b), (i), (l), and (m) for those in the basic clause.

(a) The clause at Federal Acquisition Regulation (FAR) 52.202-1, Definitions, is incorporated by reference. As used in this clause-

Direct materials means those materials that enter directly into the end product, or that are used or consumed directly in connection with the furnishing of the end product or service.

Hourly rate means the rate(s) prescribed in the contract for payment for labor that meets the labor category qualifications of a labor category specified in the contract that are-

(1) Performed by the contractor;

(2) Performed by the subcontractors; or

(3) Transferred between divisions, subsidiaries, or affiliates of the contractor under a common control.

Materials means-

(1) Direct materials, including supplies transferred between divisions, subsidiaries, or affiliates of the contractor under a common control;

(2) Subcontracts for supplies and incidental services for which there is not a labor category specified in the contract;

(3) Other direct costs (e.g., incidental services for which there is not a labor category specified in the contract, travel, computer usage charges, etc.);

(4) The following subcontracts for services which are specifically excluded from the hourly rate: ____*[Insert any subcontracts for services to be excluded from the hourly rates prescribed in the schedule.]*; and

(5) Indirect costs specifically provided for in this clause.

Subcontract means any contract, as defined in FAR 2.101, entered into with a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract including transfers between divisions, subsidiaries, or affiliates of a contractor or subcontractor. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) *Inspection/Acceptance*.

(1) The Government has the right to inspect and test all materials furnished and services performed under this contract at all places and times before acceptance. The Government will perform inspections and tests in a manner that will not unduly delay the work.

(2) If the Government performs inspection or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

(3) Unless otherwise specified in the contract, the Government will accept or reject services and materials at the place of delivery as promptly as practicable after delivery, and they will be presumed accepted 60 days after the date of delivery, unless accepted earlier.

(4) At any time during contract performance, but not later than 6 months (or such other time as may be specified in the contract) after acceptance of the services or materials last delivered under this contract, the Government may require the Contractor to replace or correct services or materials that at time of delivery failed to meet contract requirements. Except as otherwise specified in paragraph (b)(6) of this clause, the cost of replacement or correction shall be determined under paragraph (i) of this clause, but the "hourly rate" for labor hours incurred in the replacement or correction shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified below, the portion of the "hourly rate" attributable to profit shall be 10 percent. The Contractor shall not tender for acceptance materials and services required to be replaced or corrected without disclosing the former requirement for replacement or correction, and, when required, shall disclose the corrective action taken. ____*[Insert portion of labor rate attributable to profit.]*

(5)(i) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, and if the replacement or correction can be performed within the ceiling price (or the ceiling price as increased by the Government), the Government may-

(A) By contract or otherwise, perform the replacement or correction, charge to the Contractor any increased cost, or deduct such increased cost from any amounts paid or due under this contract; or

(B) Terminate this contract for cause.

(ii) Failure to agree to the amount of increased cost to be charged to the Contractor shall be a dispute under the Disputes clause of the contract.

(6) Notwithstanding paragraphs (b)(4) and (5) of this clause, the Government may, at any time, require the Contractor to remedy by correction or replacement, without cost to the Government, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to-

(i) Fraud, lack of good faith, or willful misconduct on the part of the Contractor's managerial personnel; or

(ii) The conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.

(7) This clause applies in the same manner and to the same extent to corrected or replacement materials or services as to materials and services originally delivered under this contract.

(8) The Contractor has no obligation or liability under this contract to correct or replace materials and services that at time of delivery do not meet contract requirements, except as provided in this clause or as may be otherwise specified in the contract.

(9) Unless otherwise specified in the contract, the Contractor's obligation to correct or replace Government-furnished property shall be governed by the clause pertaining to Government property.

(i) *Payments*.

(1) *Work performed*. The Government will pay the Contractor as follows upon the submission of commercial invoices approved by the Contracting Officer:

(i) *Hourly rate*.

(A) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the contract by the number of direct labor hours performed. Fractional parts of an hour shall be payable on a prorated basis.

(B) The rates shall be paid for all labor performed on the contract that meets the labor qualifications specified in the contract. Labor hours incurred to perform tasks for which labor qualifications were specified in the contract will not be paid to the extent the work is performed by individuals that do not meet the qualifications specified in the contract, unless specifically authorized by the Contracting Officer.

(C) Invoices may be submitted once each month (or at more frequent intervals, if approved by the Contracting Officer) to the Contracting Officer or the authorized representative.

(D) When requested by the Contracting Officer or the authorized representative, the Contractor shall substantiate invoices (including any subcontractor hours reimbursed at the hourly rate in the schedule) by evidence of actual payment, individual daily job timecards, records that verify the employees meet the qualifications for the labor categories specified in the contract, or other substantiation specified in the contract.

(E) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis.

(*1*) If no overtime rates are provided in the Schedule and the Contracting Officer approves overtime work in advance, overtime rates shall be negotiated.

(*2*) Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract.

(*3*) If the Schedule provides rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.

(ii) *Materials*.

(A) If the Contractor furnishes materials that meet the definition of a commercial product at FAR 2.101, the price to be paid for such materials shall not exceed the Contractor's established catalog or market price, adjusted to reflect the-

(*1*) Quantities being acquired; and

(*2*) Any modifications necessary because of contract requirements.

(B) Except as provided for in paragraph (i)(1)(ii)(A) and (D)(2) of this clause, the Government will reimburse the Contractor the actual cost of materials (less any rebates, refunds, or discounts received by the contractor that are identifiable to the contract) provided the Contractor-

(*1*) Has made payments for materials in accordance with the terms and conditions of the agreement or invoice; or

(*2*) Makes these payments within 30 days of the submission of the Contractor's payment request to the Government and such payment is in accordance with the terms and conditions of the agreement or invoice.

(C) To the extent able, the Contractor shall-

(*1*) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and

(*2*) Give credit to the Government for cash and trade discounts, rebates, scrap, commissions, and other amounts that are identifiable to the contract.

(D) Unless listed below, other direct and indirect costs will not be reimbursed.

(*1*) *Other direct costs*. The Government will reimburse the Contractor on the basis of actual cost for the following, provided such costs comply with the requirements in paragraph (i)(1)(ii)(B) of this clause: ____[Insert each element of other direct costs (e.g., travel, computer usage charges, etc. Insert "None" if no reimbursement for other direct costs will be provided. If this is an indefinite delivery contract, the Contracting Officer may insert "Each order must list separately the elements of other direct charge(s) for that order or, if no reimbursement for other direct costs will be provided, insert 'None'".]

(*2*) *Indirect costs (material handling, subcontract administration, etc.)*. The Government will reimburse the Contractor for indirect costs on a pro-rata basis over the period of contract performance at the following fixed price:____[Insert a fixed amount for the indirect costs and payment schedule. Insert "$0" if no fixed price reimbursement for indirect costs will be provided. (If this is an indefinite delivery contract, the Contracting Officer may insert "Each order must list separately the fixed amount for the indirect costs and payment schedule or, if no reimbursement for indirect costs, insert 'None')."]

(2) *Total cost*. The total cost to the Government for the performance of this contract shall not exceed the ceiling price set forth in the Schedule. The Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to the Government for performing this contract with supporting reasons and documentation. If at any time during the performance of this contract, the Contractor has reason to believe that the total price to the Government for performing this contract will be substantially greater or less than the stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performance of this contract, the Government has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the revised estimate of the total amount of effort to be required under the contract.

(3) *Ceiling price*. The Government will not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer notifies the Contractor in writing that the ceiling price has been increased and specifies in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule has been

increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.

(4) *Access to records*. At any time before final payment under this contract, the Contracting Officer (or authorized representative) will have access to the following (access shall be limited to the listing below unless otherwise agreed to by the Contractor and the Contracting Officer):

(i) Records that verify that the employees whose time has been included in any invoice meet the qualifications for the labor categories specified in the contract;

(ii) For labor hours (including any subcontractor hours reimbursed at the hourly rate in the schedule), when timecards are required as substantiation for payment-

(A) The original timecards (paper-based or electronic);

(B) The Contractor's timekeeping procedures;

(C) Contractor records that show the distribution of labor between jobs or contracts; and

(D) Employees whose time has been included in any invoice for the purpose of verifying that these employees have worked the hours shown on the invoices.

(iii) For material and subcontract costs that are reimbursed on the basis of actual cost-

(A) Any invoices or subcontract agreements substantiating material costs; and

(B) Any documents supporting payment of those invoices.

(5) *Overpayments/Underpayments*. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. The Contractor shall promptly pay any such reduction within 30 days unless the parties agree otherwise. The Government will pay any such increases within 30 days, unless the parties agree otherwise. The Contractor's payment will be made by check. If the Contractor becomes aware of a duplicate invoice payment or that the Government has otherwise overpaid on an invoice payment, the Contractor shall-

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the-

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) *Interest*.

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury, as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, and then at the rate applicable for each six-month period as established by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) The Contracting Officer will issue a final decision if-

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt in a timely manner;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer.

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on-

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in FAR part 32 in effect on the date of this contract.

(viii) Upon receipt and approval of the invoice designated by the Contractor as the "completion invoice" and supporting documentation, and upon compliance by the Contractor with all terms of this contract, any outstanding balances will be paid within 30 days unless the parties agree otherwise. The completion invoice, and supporting documentation, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 1 year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.

(7) *Release of claims*. The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions:

(i) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible to exact statement by the Contractor.

(ii) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.

(iii) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.

(8) *Prompt payment*. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(9) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(l) *Termination for the Government's convenience*. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work under this contract and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid an amount for direct labor hours (as defined in the Schedule of the contract) determined by multiplying the number of direct labor hours expended before the effective date of termination by the hourly rate(s) in the contract, less any hourly rate payments already made to the Contractor plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system that have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(m) *Termination for cause*. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon written request, with adequate assurances of future performance. The Government will send a cure notice to the Contractor, unless the reason for the termination is late delivery. Subject to the terms of this contract, the Contractor shall be paid an amount computed under paragraph (i), Payments, of this clause, but the "hourly rate" for labor hours expended in furnishing work not delivered to or accepted by the Government shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified in paragraph (b)(4) of this clause, the portion of the "hourly rate" attributable to profit shall be 10 percent. In the event of termination for cause, the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

52.216-18 Ordering. (Aug 2020)

Ordering (Aug 2020)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from August 1,2026 through July 31, 2031 .

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) A delivery order or task order is considered "issued" when-

(1) If sent by mail (includes transmittal by U.S. mail or private delivery service), the Government deposits the order in the mail;

(2) If sent by fax, the Government transmits the order to the Contractor's fax number; or

(3) If sent electronically, the Government either-

(i) Posts a copy of the delivery order or task order to a Government document access system, and notice is sent to the Contractor; or

(ii) Distributes the delivery order or task order via email to the Contractor's email address.

(d) Orders may be issued by methods other than those enumerated in this clause only if authorized in the contract.

(End of clause)

52.216-19 Order Limitations. (Oct 1995)

Order Limitations (Oct 1995)

(a) *Minimum order*. When the Government requires supplies or services covered by this contract in an amount of less than 3.00[insert dollar figure or quantity], the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order*. The Contractor is not obligated to honor-

(1) Any order for a single item in excess of $150,000.00;

(2) Any order for a combination of items in excess of $400,000.00; or

(3) A series of orders from the same ordering office within 2 days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-22 Indefinite Quantity. (Deviation 2026-O0038) (Feb 2026)

INDEFINITE QUANTITY (FEB 2026) (DEVIATION 2026-O0038)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the ordering period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order, which may include order options to be exercised after the ordering period of this contract but before the end of the period of performance of the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order, including options exercised, to the same extent as if the order were completed during the contract's ordering period; provided, that the Contractor shall not be required to make any deliveries under this contract after September 30, 2031[insert date].

(End of clause)

52.217-9 Option to Extend the Term of the Contract. (Mar 2000)

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 60 months.

(End of clause)

List of Contract Documents, Exhibits, or Attachments

Solicitation Provisions

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
252.203-7005	Representation Relating to Compensation of Former DoD Officials.	Sep 2022		
252.204-7008	Compliance with Safeguarding Covered Defense Information Controls.	Oct 2016		
252.204-7024	Notice on the Use of the Supplier Performance Risk System.	Mar 2023		
252.225-7055	Representation Regarding Business Operations with the Maduro Regime.	May 2022		
252.225-7059	Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region-Representation.	Jun 2023		

FAR Clauses Incorporated by Full Text

52.212-1 Instructions to Offerors-Commercial Products and Commercial Services. (Deviation 2026-O0038) (Feb 2026)

INSTRUCTIONS TO OFFERORS-COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (FEB 2026) (DEVIATION 2026-O0038)

(a) *Submission of offers*. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. As a minimum, offers shall include-

(1) The solicitation number;

(2) The name, address, telephone number of the Offeror;

(3) The Offeror's Unique Entity Identifier (UEI) and, if applicable, Electronic Funds Transfer (EFT) indicator;

(4) Information necessary to evaluate the factors contained in the provision at 52.212-2 or as described in the solicitation;

(5) Responses to provisions that require Offeror completion of information, representations, and certifications (other than those collected via the System for Award Management (SAM)); and

(6) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and any solicitation amendments.

(b) *Period for acceptance of offers*. The Offeror agrees to hold the prices in its offer firm for 60 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(c) *Late submissions, modifications, revisions, and withdrawals of offers*.

(1) Offerors are responsible for submitting offers and any modifications or revisions to the Government office designated in the solicitation by the time specified in the solicitation.

(2) Any offer, modification, or revision received after the time specified for receipt of offers is "late" and will not be considered unless it is received before award is made and the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition. However, a late modification of an otherwise successful offer that makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.

(3) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers 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.

(4) Offerors may withdraw their offers by written notice to the Government received at any time before award.

(d) *Contract award (not applicable to Invitation for Bids)*. The Government intends to evaluate offers and award a contract without discussions with Offerors. Therefore, the Offeror's initial offer should contain the Offeror's best terms. However, the Government reserves the right to conduct discussions, if necessary. The Government may reject any or all offers if such action is in the public interest, accept other than the lowest offer, and waive informalities and minor irregularities in offers received.

(e) *Debriefings*. If a postaward debriefing is given to requesting Offerors, the Government will disclose the following information, if applicable:

(1) The agency's evaluation of the significant weak or deficient factors in the debriefed Offeror's offer.

(2) The overall evaluated cost or price and technical rating of the successful Offeror and the debriefed Offeror and past performance information on the debriefed Offeror.

(3) The overall ranking of all Offerors when any ranking was developed by the agency during source selection.

(4) A summary of the rationale for award.

(5) For acquisitions of commercial products, the make and model of the product to be delivered by the successful Offeror.

(6) Reasonable responses to relevant questions posed by the debriefed Offeror as to whether the agency followed source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities.

(End of provision)

DFARS Clauses Incorporated by Full Text

252.204-7017 Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services-Representation. (May 2021)

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)

Addendum to 52.212-1, Instructions to Offerors - Commercial Products and Commercial Services

Evaluation - Commercial Products and Commercial Services

FAR Clauses Incorporated by Full Text

52.212-2 Evaluation-Commercial Products and Commercial Services. (Deviation 2026-O0038) (Feb 2026)

Evaluation-Commercial Products and Commercial Services (Feb 2026) (Deviation 2026-O0038)(Tailored)

(a) Evaluation factors. The Government will award a contract resulting from this solicitation to the responsible Offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors will be used to evaluate offers:

BASIS OF AWARD: Award will be made based on Price and Other Factors.

Offers will be evaluated based on (1) Technical Capability, (2) Relevant Satisfactory Past Performance, (3) Price, and (4) Period of Performance.

The Government intends to award a single firm-fixed price contract to satisfy this requirement. The Government reserves the right to award without discussions but reserves the right to engage in clarifications if later determined to be in the best interest of the Government. This acquisition will be conducted in accordance with FAR Part 12, Acquisition of Commercial Products and Commercial Services.
A mere statement that the vendor "will meet the Government's requirements" is insufficient; the vendor must demonstrate how it will meet the requirement.

Vendor quotes shall include the following information:

a. Technical Capability: Capabilities statement to include how the potential contractor will meet the government's requirement.
Provide the following information: (1) A detailed narrative on how your company can meet or exceed the key requirements. (2) Provide the address of storage facility within the 70-mile radius (70-mile from Camp Lejeune Main Gate). (3) Confirm your company's ability to meet the Performance Work Statement insurance requirements upon contract award.

b. Past Performance: The vendor shall provide a minimum of (3) past performance references on contracts/task orders. The past performance must be within the last three (3) years and be of similar scope, magnitude, and complexity to that which is detailed in the RFQ. Vendors who present similar contracts will provide a brief explanation demonstrating the relevance of the contracts/task orders to the requirements of the RFQ.
Agency Name, Contract Number(s), Dollar Value, Brief Description of Work Completed, Point of Contact (Name & Email Address)
If no past performance is available, the vendor shall affirmatively state that they possess no relevant directly related or similar past performance. In the case of a quoter without a record of relevant past performance or for whom information on past performance is not available (does not exist), the quoter will not be evaluated favorably nor unfavorably on past performance.
Quoters without record(s) of relevant past performance will receive a "neutral" rating, which will have neither a positive nor negative effect. If there is no record of relevant past performance, quoters must affirmatively explain the reason for lack of this information.
To obtain past performance information, the Government will send out Past Performance Questionnaires to references provided by quoters. It is the quoter's responsibility to ensure that contact information about references is accurate.
Each quoter will be evaluated on their performance under contracts for the same or similar type of services. Performance information will be used as an evaluation factor to support the Government's best value determination. The Government will focus on information that demonstrates quality of performance on the items listed for each line item and described in the Performance Work Statement. The Past Performance Questionnaire form will be used to collect this information.

c. Price: The price quote must reflect unit prices, extended amounts per line item, and overall total. (Note: All prices must be actual "face-value" pricing having already accounted for any discounts offered and extended to the Government).

d. Period of performance: Clearly state if the quoter can meet the requested delivery as stated in each line item.
The vendor is responsible for ensuring that **quotes are received in the Contracting Office no later than 12:00 P.M. (EST) on July 10, 2026** as indicated on page one (1) of this solicitation. Failure of the vendor's quote to be received prior to the time and date specified may result in rejection of the quote.

All questions shall be submitted no later than 0900 EST, on July 6, 2026. Submit questions to tammila.cassell@usmc.mil.

(b) *Options (if applicable)*. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. The evaluation of options does not obligate the Government to exercise the option(s).

(c) *Notice of award*. A written notice of award or acceptance of an offer furnished to the successful Offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of provision)

Addendum to Evaluation - Commercial Product and Commercial Services

Offeror Representations and Certifications - Commercial Products and Commercial Services

Addendum to Solicitation Provisions

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions.	Sep 2024		
52.203-18	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation.	Jan 2017		
52.204-7	System for Award Management-Registration. (Deviation 2026-O0038)	Feb 2026		
52.222-50	Combating Trafficking in Persons. (Deviation 2026-O0038)	Feb 2026		
52.223-23	Sustainable Products. (Deviation 2026-O0038)	Feb 2026		
52.240-90	Security Prohibitions and Exclusions Representations and Certifications. (Deviation 2026-O0038)	Feb 2026		

FAR Clauses Incorporated by Full Text

52.229-11 Tax on Certain Foreign Procurements-Notice and Representation. (Jun 2020)

Tax on Certain Foreign Procurements-Notice and Representation (Jun 2020)

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

Foreign person means any person other than a United States person.

Specified Federal procurement payment means any payment made pursuant to a contract with a foreign contracting party that is for goods, manufactured or produced, or services provided in a foreign country that is not a party to an international procurement agreement with the United States. For purposes of the prior sentence, a foreign country does not include an outlying area of the United States.

United States person as defined in 26 U.S.C. 7701(a)(30) means

(1) A citizen or resident of the United States;

(2) A domestic partnership;

(3) A domestic corporation;

(4) Any estate (other than a foreign estate, within the meaning of 26 U.S.C. 701(a)(31)); and

(5) Any trust if-

(i) A court within the United States is able to exercise primary supervision over the administration of the trust; and

(ii) One or more United States persons have the authority to control all substantial decisions of the trust.

(b) Unless exempted, there is a 2 percent tax of the amount of a specified Federal procurement payment on any foreign person receiving such payment. See 26 U.S.C. 5000C and its implementing regulations at 26 CFR 1.5000C-1 through 1.5000C-7.

(c) Exemptions from withholding under this provision are described at 26 CFR 1.5000C-1(d)(5) through (7). The Offeror may claim an exemption from the withholding by using the Department of the Treasury Internal Revenue Service (IRS) Form W-14, Certificate of Foreign Contracting Party Receiving Federal Procurement Payments, available at www.irs.gov/w14. Any exemption claimed and self-certified on the IRS Form W-14 is subject to audit by the IRS. Any disputes regarding the imposition and collection of the 26 U.S.C. 5000C tax are adjudicated by the IRS as the 26 U.S.C. 5000C tax is a tax matter, not a contract issue. The IRS Form W-14 is provided to the acquiring agency rather than to the IRS.

(d) For purposes of withholding under 26 U.S.C. 5000C, the Offeror represents that

(1) It [ ] is [ ] is not a foreign person; and

(2) If the Offeror indicates "is" in paragraph (d)(1) of this provision, then the Offeror represents that-I am claiming on the IRS Form W-14 [ ] a full exemption, or [ ] partial or no exemption [*Offeror must select one*] from the excise tax.

(e) If the Offeror represents it is a foreign person in paragraph (d)(1) of this provision, then-

(1) The clause at FAR 52.229-12, Tax on Certain Foreign Procurements, will be included in any resulting contract; and

(2) The Offeror shall submit with its offer the IRS Form W-14. If the IRS Form W-14 is not submitted with the offer, exemptions will not be applied to any resulting contract and the Government will withhold a full 2 percent of each payment.

(f) If the Offeror selects "is" in paragraph (d)(1) and "partial or no exemption" in paragraph (d)(2) of this provision, the Offeror will be subject to withholding in accordance with the clause at FAR 52.229-12, Tax on Certain Foreign Procurements, in any resulting contract.

(g) A taxpayer may, for a fee, seek advice from the IRS as to the proper tax treatment of a transaction. This is called a private letter ruling. Also, the IRS may publish a revenue ruling, which is an official interpretation by the IRS of the Internal Revenue Code, related statutes, tax treaties, and regulations. A revenue ruling is the conclusion of the IRS on how the law is applied to a specific set of facts. For questions relating to the interpretation of the IRS regulations go to https://www.irs.gov/help/tax-law-questions.

(End of provision)