AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	RATING

2. AMENDMENT/MODIFICATION NUMBER	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NUMBER	5. PROJECT NUMBER (If applicable)
0001	07/20/2026		

6. ISSUED BY — CODE: LMAQM

OFFICE OF ACQUISITION MANAGEMENT (A/LM/AQM)
PO BOX 9115, ROSSLYN STATION
US DEPARTMENT OF STATE
ARLINGTON, VA 22219
US

NAME: Sarah L Cass
TEL.
EMAIL: CassSL@state.gov

7. ADMINISTERED BY (If other than Item 6) — CODE:

8. NAME AND ADDRESS OF CONTRACTOR (Number, street, country, state and ZIP Code)

CODE | FACILITY CODE

(X)	9A. AMENDMENT OF SOLICITATION NUMBER
	19AQMM26R0343
X	9B. DATED (SEE ITEM 11) 07/20/2026
	10A. MODIFICATION OF CONTRACT/ORDER NUMBER
	10B. DATED (SEE ITEM 11)

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

[X] The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers [ ] is extended, [X] is not extended,

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning __1__copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS.IT MODIFIES THE CONTRACT/ORDER NUMBER AS DESCRIBED IN ITEM 14.

CHECK ONE	
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NUMBER IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor [ ] is not, [ ] is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this amendment is to:
1. Add details to FAR 52.216-19 Order Limitations
2. Revised Attachment B - Section B Pricing REV 1

All terms and conditions remain unchanged.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Sarah L Cass	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA By (Signature of Contracting Officer)	16C. DATE SIGNED 07/20/2026

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 11/2016)
Prescribed by GSA FAR (48 CFR) 53.243

Section A - Solicitation/Contract Form

Line Item Summary	Solicitation Number: 19AQMM26R0343	Contract Number:	Title: Consolidated Receiving Point - Seattle/Tacoma, WA		Date of Solicitation: 07/22/2026

Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
001	PSC: S215 PSC Description: HOUSEKEEPING- WAREHOUSING/ STORAGE Type of Contract Pricing: Other	Original: 0.0 Change: 0.0 Current: 0.0	LT	Original: $0.00 Change: $0.00 Current: $0.00	Original: $0.00 Change: $0.00 Current: $0.00
	Description: CRP Operations- Base Year				

Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
1001	PSC: S215 PSC Description: HOUSEKEEPING- WAREHOUSING/ STORAGE Type of Contract Pricing: Other	Original: 0.0 Change: 0.0 Current: 0.0	LT	Original: $0.00 Change: $0.00 Current: $0.00	Original: $0.00 Change: $0.00 Current: $0.00
	Description: CRP Operations- Option Year 1				

Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
2001	PSC: S215 PSC Description: HOUSEKEEPING- WAREHOUSING/ STORAGE Type of Contract Pricing: Other	Original: 0.0 Change: 0.0 Current: 0.0	LT	Original: $0.00 Change: $0.00 Current: $0.00	Original: $0.00 Change: $0.00 Current: $0.00
	Description: CRP Operations- Option Year 2				

Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
3001	PSC: S215 PSC Description: HOUSEKEEPING- WAREHOUSING/ STORAGE Type of Contract Pricing: Other	Original: 0.0 Change: 0.0 Current: 0.0	LT	Original: $0.00 Change: $0.00 Current: $0.00	Original: $0.00 Change: $0.00 Current: $0.00
	Description: CRP Operations- Option Year 3				

Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
4001	PSC: S215 PSC Description: HOUSEKEEPING- WAREHOUSING/ STORAGE Type of Contract Pricing: Other	Original: 0.0 Change: 0.0 Current: 0.0	LT	Original: $0.00 Change: $0.00 Current: $0.00	Original: $0.00 Change: $0.00 Current: $0.00
	Description: CRP Operations- Option Year 4				

	CLIN Funding:	Cost:
Base Totals:	Original: $0.00 Change: $0.00 Current: $0.00	Original: $0.00 Change: $0.00 Current: $0.00
Exercised Options Totals:	Original: $0.00 Change: $0.00 Current: $0.00	Original: $0.00 Change: $0.00 Current: $0.00
Unexercised Options Totals:	Original: $0.00 Change: $0.00 Current: $0.00	Original: $0.00 Change: $0.00 Current: $0.00
Base and Options Totals:	Original: $0.00 Change: $0.00 Current: $0.00	Original: $0.00 Change: $0.00 Current: $0.00

Section A - Solicitation/Contract Form

Identifier	Title	Date	Number of Pages
1	AQS 19AQMM26R0343.pdf	07/20/2026	

52.252-2 - Clauses Incorporated by Reference (Feb 1998)

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

FAR: acquisition.gov

_____

_____

[Insert one or more Internet addresses]

(End of clause)

52.252-1 - Solicitation Provisions Incorporated by Reference (Feb 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

_____

_____

_____

[Insert one or more Internet addresses]

(End of provision)

Clause	Title	Fill-ins

Clause	Title	Fill-ins
52.246-2	Inspection of Supplies-Fixed-Price (Aug 1996)	
52.246-4	Inspection of Services-Fixed-Price (Aug 1996)	
52.246-16	Responsibility for Supplies (Apr 1984)	
52.242-15	Stop-Work Order (Aug 1989)	
52.242-17	Government Delay of Work (Apr 1984)	
52.247-55	F.o.b. Point for Delivery of Government-Furnished Property (June 2003)	
52.202-1	Definitions (Jun 2020)	
52.203-3	Gratuities (Apr 1984)	
52.203-5	Covenant Against Contingent Fees (May 2014)	
52.203-6	Restrictions on Subcontractor Sales to the Government (Jun 2020)	
52.203-7	Anti-Kickback Procedures (Jun 2020)	
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (May 2014)	
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (May 2014)	
52.203-12	Limitation On Payments to Influence Certain Federal Transactions (Jun 2020)	
52.203-13	Contractor Code of Business Ethics and Conduct (Nov 2021)	
52.204-4	[Reserved]	
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded (DEVIATION JAN 2026)	
52.211-5	Material Requirements (DEVIATION JUL 2025)	
52.215-2	Audit and Records-Negotiation (DEVIATION FEB 2026)	
52.215-8	Order of Precedence - Uniform Contract Format (DEVIATION FEB 2026)	
52.215-10	Price Reduction for Defective Certified Cost or Pricing Data (Aug 2011)	
52.215-11	Price Reduction for Defective Certified Cost or Pricing Data-Modifications (DEVIATION FEB 2026)	
52.215-13	Subcontractor Certified Cost or Pricing Data-Modifications (DEVIATION FEB 2026)	
52.215-21	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data-Modifications (DEVIATION FEB 2026)	

Clause	Title	Fill-ins
52.219-6	Notice of Total Small Business Set-Aside (DEVIATION FEB 2026)	
52.219-8	Utilization of Small Business Concerns (DEVIATION FEB 2026)	
52.222-1	Notice to the Government of Labor Disputes (DEVIATION FEB 2026)	
52.222-3	Convict Labor (DEVIATION FEB 2026)	
52.222-4	Contract Work Hours and Safety Standards--Overtime Compensation (DEVIATION FEB 2026)	
52.222-21	Prohibition of Segregated Facilities (Apr 2015)	
52.222-26	Equal Opportunity (Sept 2016)	
52.222-36	Equal Opportunity for Workers with Disabilities (DEVIATION FEB 2026)	
52.222-37	Employment Reports on Veterans (DEVIATION FEB 2026)	
52.222-43	Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (DEVIATION FEB 2026)	
52.223-2	Reporting of Biobased Products Under Service and Construction Contracts (DEVIATION FEB 2026)	
52.223-5	Pollution Prevention and Right-to-Know Information (May 2024)	
52.223-6	[Reserved]	
52.223-14	[Reserved]	
52.223-18	[Reserved]	
52.227-1	Authorization and Consent (Jun 2020)	
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement (Jun 2020)	
52.227-3	Patent Indemnity (Apr 1984)	
52.227-14	Rights in Data-General (May 2014)	
52.227-16	Additional Data Requirements (June 1987)	
52.229-3	Federal, State and Local Taxes (Feb 2013)	
52.229-5	[Reserved]	
52.232-18	Availability of Funds (Apr 1984)	
52.232-23	Assignment of Claims (May 2014)	
52.232-25	Prompt Payment (Jan 2017)	
52.232-39	Unenforceability of Unauthorized Obligations (Jun 2013)	

Clause	Title	Fill-ins
52.233-1	Disputes (DEVIATION JAN 2026)	
52.233-3	Protest after Award (DEVIATION JAN 2026)	
52.233-4	Applicable Law for Breach of Contract Claim (DEVIATION JAN 2026)	
52.237-3	Continuity of Services (Jan 1991)	
52.242-13	Bankruptcy (July 1995)	
52.243-1	Changes-Fixed-Price (DEVIATION JUL 2025)	
52.245-1	Government Property (Sep 2021)	
52.246-23	Limitation of Liability (Feb 1997)	
52.246-25	Limitation of Liability-Services (Feb 1997)	
52.247-5	Familiarization with Conditions (Apr 1984)	
52.247-8	Estimated Weights or Quantities Not Guaranteed (Apr 1984)	
52.247-17	Charges (Apr 1984)	
52.247-21	Contractor Liability for Personal Injury and/or Property Damage (Apr 1984)	
52.247-22	Contractor Liability for Loss of and/or Damage to Freight other than Household Goods (Apr 1984)	
52.249-2	Termination for Convenience of the Government (Fixed-Price) (Apr 2012)	
52.249-8	Default (Fixed-Price Supply and Service) (Apr 1984)	
52.253-1	Computer Generated Forms (DEVIATION FEB 2026)	
652.232-72	LIMITATION OF FUNDS (AUG 1999)	
52.211-7	Alternatives to Government-Unique Standards (Nov 1999)	
52.214-34	Submission of Offers in the English Language (Apr 1991)	
52.214-35	Submission of Offers in U.S. Currency (Apr 1991)	
52.215-1	Instructions to Offerors-Competitive Acquisition (DEVIATION FEB 2026)	
52.222-24	Preaward On-Site Equal Opportunity Compliance Evaluation (Feb 1999)	

B 001 - Supplies and Services

SCOPE

This contract requires the contractor to provide Consolidated Receiving Point (CRP) services in the Seattle and Tacoma, WA Commercial Port Area, in accordance with the specifications set forth in Section C of the solicitation. The Government will issue orders against the contract for specific work to be performed.

The contractor shall provide non-personal services for providing receipt, inspection, inventorying, hazardous material identification, consolidation, deconsolidation, export packing, temporary storage, and delivery to pier and related services connected with the forwarding and receiving of U.S. Government-owned furniture, furnishings, commissary items, supplies, personally owned and government owned vehicles, and equipment required by the Department of State for its Foreign Service Posts, and forwarding/ receiving household effects (HHE) belonging to U.S. Government employees. Unless otherwise specified, all Contractor deliveries are "FAS" carrier Seattle Commercial Port Zone. For purposes of this contract, the contractor's place of performance must be within a thirty (30) mile commute of the USPS Office in Tacoma, Wa Address: 1102 A Street, Tacoma, WA 98402
NOTE:
For definitions of terminology, weights and measures listed in section C010.

Clause B 002 Minimum and Maximum Contract Amounts - Indefinite Quantity was deleted.

B 003 - Type of Contract (05/95)

This is a Firm-Fixed-Price, Indefinite Delivery, Indefinite Quantity type of contract.

B 004 - Rates: Base and Option Years, and CLIN Descriptions

See Attachement B Section B Pricing for CLIN Rates and Descriptions:

CLIN DESCRIPTION: Estimated Quantity listed for CLINs 002 to 014 is for a 12 month period.
Rates are to be pro-rated based on actual weights and measurements at time of billing/invoicing, and for shipping documentation. Except for 1 CZ minimum charge for CLINs 005 and 006, when applicable.

Unit CZ= Cubic Meter

CLIN 001. RECEIVING OF HOUSEHOLD EFFECTS (HHE), FURNITURE, FURNISHINGS, COMMISSARY ITEMS, SUPPLIES OR EQUIPMENT

1.1. Complete service of receiving Government-owned furniture, furnishings, commissary items, supplies, equipment and vehicles (herein described as “materials”) for export shipment including, but not limited to:

- Receiving
- Inspecting
- Identify hazardous materials, to include identifying and processing SP 188 items
- Inventorying
- Cubing & Weighing
- Recording receipt in the government furnished Integrated Logistics Management System (ILMS) Transportation Module.
- Labeling
- Scanning Packing Lists
- Electronic reporting of receipts to the U.S. Despatch Agency
- Temporary Storage

1.1.1. Breakdown and segregate multiple-destination consolidated material deliveries by purchase order/requisition number and destination post and recording a separate receipt record in Warehouse Management System (WMS) for each destination and purchase order.
1.1.2. Real-time recording of materials received in the WMS.
1.1.3. Labeling all received materials with a WMS generated label.
1.1.4. Scanning and transmission of material packing lists via email to the U.S. Despatch Agent within 24 hours of receipt.
1.1.5. Notifying U.S. Despatch Agent upon receiving any ISPM 15 non-compliant wood to ascertain if repacking is required and authorized

under provisions of CLINs 002 or 004.
1.1.6. Assess received materials to determine if export/over packing, as defined in CLINs 002 and 003, is required to protect the materials during transit. The U.S. Despatch Agent is be notified of export packing recommendations.
1.1.7. Determine if received materials are classified as hazardous, and if so, notify the Despatch Agent. Classify and process all receipts and shipments of applicable SP 188 items. Refer to CLIN 008 for specifics on hazardous material documentation and certification requirements for non-SP 188 hazardous items.

CLIN 001 IS AN INFORMATIONAL ITEM AND REQUIREMENT NOT SPECIFICALLY PRICED, COST FOR THIS CLIN IS TO BE INCLUDED IN THE PRICE FOR ALL OTHER CLINS EXCEPT FOR CLINs 008, 009, 011, and 014.

Note: Unit prices given in line items 002 through 007, 011, 012, and 013 shall include cost for (1) thirty days temporary storage (30 days free time) for all items initially
received at the CRP. Temporary storage in excess of these periods shall be priced under Line Item 011.

B 005 - Individuals authorized to purchase under this IDIQ

The following list of individuals in addition to the Department of State Contracting Officer, authorized to purchase under this IDIQ is hereby furnished to the supplier by the Contracting Officer:

Transportation/Traffic Managers and Specialists from the Office of Regional Logistics Centers (A/LM/OPS/RLC) for issuance of transportation orders that are in compliance with CFR Title 49, Federal Management Regulations Subchapter D, 102-117 and 102-118. Transportation orders will be in the form of Packing Authorizations, Boxing Orders, Drayage Orders, and Government Bill of Ladings.

C 001 - GENERAL

The services which shall be required of the contractor include:

A. Complete cross dock freight receiving services that will insure complete unit reconciliation with Department purchase order and shipment documentation, to include temporary storage of U.S. Government property, supplies, materials, Government owned and privately owned vehicles, and household effects consigned to the Contractor's warehouse. Warehouse space used by the Contractor for performance of service items under this contact must be used exclusively for Government shipments; co-mingling of cargo for this contract with cargo from other contracts or sub-contracts is strictly forbidden. Warehouse space used for this contract must be clearly defined and physically separated from any other space(s) utilized by the contractor for other uses. Standard packaged containers received unopened and containing the same supply item need only be verified as to item identification and quantity based on the shipping label and packing list affixed to the outside of the container(s), unless no such shipping/packing information is found, then the contractor may proceed under the CRP Receipt Process. See Attachment C. Freight received need not be opened for inspection unless there is evidence that there might be damage to the contents or as requested by COR or his agent. Contractor will receive all government cargo, vehicles, and household effects as a 'receipt' and upload the necessary receipt information into the applicable WMS, and attach a receipt label generated to each receipt, and package (multiple item receipts designated by purchase order or multiple box item). See Attachment W: Receipt Lable Requirements. Receiving services are to include visual inspection of freight package for damage, identifying purchase order number, tracking number, household effect shipment number and employee name, cubing and weighing, identifying hazardous freight, scanning packing lists, recording receipt information and warehouse location in the WMS, labeling, and put-away.
The contractor will be responsible for properly packing and/or stowing materials as specified by the Despatch Agent and providing a detailed list of the items in each box/container and the order in which they were placed in the box/container. This is to include, air-freight shipments, shipping containers, and commercial truck/van line carrier vehicles.

DOS CRP Receipt Definition: The term CRP receipt refers the physical cargo received at the CRP warehouse. An individual receipt can consist of any of the following:
- A delivery of one or more items from a vendor or manufacturer associated with a single Purchase Order.

- A delivery of one or more items associated with a single destination and assigned a State Department shipment number generated by another State Department warehouse. These shipments can consist of one or many items from one or more Purchase Orders but are unitized as a single receipt by virtue of the fact that they have been previously assigned a State Department shipment number.
- A delivery of one or more lift vans/crates/fiberboard boxes containing household effects associated with an employee's movement to or from a State Department diplomatic mission.
- A delivery of a privately owned vehicle associated with an employee's movement to or from a State Department diplomatic mission.

On an as needed basis, the contractor may be required to provide a line item level of receipt.

B. Prepare commercial bills of lading and receiving reports as directed by the appropriate Despatch Agent.

C. Packaging, cartoning, packing, crating, weighing, marking and documenting shipments for export at the Contractor's facility as directed by the U.S. Despatch Agent, and upon completion thereof, providing the U.S. Despatch Agent with a complete packing list/ manifest of the contents of each shipping container. All wooden materials must be ISPM 15 compliant.

D. Provide delivery of packed shipments to a designated point within the area known as the Seattle Washington Commercial Port Zone when instructed to do so by the U.S. Despatch Agent.

C 002 - PERFORMANCE OF SERVICE

A. Except as otherwise provided in this Contract, the Contractor shall be required to receive and handle all shipments of U.S. Government property and household effects delivered to the Contractor's facility by carriers or vendors during normal working hours. Normal working hours as defined by this contract cannot begin later than 8:30 a.m. nor end before 4:30 p.m. Monday through Friday; these hours may, of course, begin earlier and extend later in the day at the discretion of the contractor. The contractor shall not be entitled to any additional consideration for extending their work hours. Normal working hours must be clearly posted and be common knowledge to truckers and other delivering carriers. Immediately upon receipt of such shipments, the Contractor shall inspect the shipment and if the wrappings or cartons are damaged. The Contractor is to refuse obviously damaged freight. The carrier's delivery ticket shall be so noted to provide a basis of claim against the carrier if a more detailed inspection reveals loss or damage. In case of loss and/or damage, the Contractor shall notify the U.S. Despatch Agent and the delivering carrier. When the articles are in good condition, they shall be replaced in their original cartons and resealed. Where damage or shortage is found, the Contractor shall notify the delivering carrier, and the U.S. Despatch Agent to make arrangements for repair or replacement. The Contractor shall also submit to the U.S. Despatch Agent within twenty-four (24) hours following discovery, a detailed written report indicating the type and extent of the damage or shortage found, the source of supply, the name of the delivering carrier, the date of receipt, and the requisition and/or purchase order identification.

B. The Contractor is to refuse any shipments that cannot be identified as U.S. Government property under this contract. Prior to refusing any shipment(s) of U.S. Government property being delivered by carriers or vendors for any reason(s) whatsoever, the Contractor must contact the U.S. Despatch Agent by telephone and advise him of the situation and reason(s) for refusing the shipment(s). A writ- ten report must follow within 48 hours giving all the details and reasons for refusal. If the Despatch Agent authorizes refusal by tele- phone, this must be indicated in the written report. If a shipment is refused due to the inability of the Contractor to either unload the vehicle and/or have sufficient warehouse space to store the item(s), the Contractor will be liable for any resulting redelivery charge. If the Contractor has valid reasons for refusing the shipment(s), then the Contractor may be relieved by the U.S. Despatch Agent from paying redelivery and storage charges. A valid reason includes refusing items which do not identify the ultimate destination post on the package label markings sending the items to the CRP facility. This is in accordance with DoS policy as outlined in State 00018173. When articles of furniture and furnishings are received in an unpacked condition, the Contractor shall immediately provide boxing to ensure the proper protection to prevent damage to the articles while in the Contractor's facility.

C. Contractor will receive all government cargo, vehicles, and household effects as a 'receipt'. Upon completion of the inspection of the materials received, the Contractor will and attach a receipt label to each receipt, and package, see Attachment W, and record the receipt information in the contractors in-house Warehouse Management Syste (WMS).

Minimum Contractor Required WMS Data Elements:

*Receipt Data Provide as an Example

RECEIPT NUMBER: R2117021
RECEIVED DATE: 02/22/2021
DESTINATION: NAIRO, Nairobi, Kenya
PURCHASE ORDER: 19KE5021K0072
SHIPMENT TYPE: SUP
SHIPMENT MODE: Air/Surface
PIECE TYPE: BOX
PIECES: 3
WEIGHT: 45
CUBIC FEET: 7.5
VENDOR: AMAZON.COM
CARRIER: UPS
PRO NUMBER: 1Z81RF250334422697
RECEIPT DESCRITPION: HP Desktop Computers Model: HP1552
EXCEPTIONS: Recommend over-packing
PIECE DETAILS: (CAN BE ONE TO MANY PIECES)
PIECE NUMBER: 000000000896508
PIECE TYPE: BOX
PIECE DESCRITPION: COMPUTER
WEIIGHT: 15lbs
CUBIC FEET: 2.5
LENGTH (in): 24
WIDTH (in): 8
HEIGHT (in): 18
PRO NUMBER: 1Z81RF250334422697
WAREHOUSE LOCATION: 03-A-12

The Department reserves the right to implement ILMS system access and the ILMS receiving module during performance of this contract, and the contractor will be given a minimum 90 day notice of implementation. The Department will reimburse the contractor for the required computer hardware, scanners, and laptops required for utilization of the ILMS system.

All received cargo must be entered into the ILMS within twenty-four (24) hours of receipt and the received date must be the actual date of receipt at the contractor's facility. All receipt information, and associated paperwork with receipt cargo must be digitally scanned and emailed to the Despath Agency at Despatch_Agency_Seattle@state.gov within 24 hours. All paper documents relating to receipted cargo must be retained by the contractor for one (1) year after date of receipt, with subsequent disposal timeframes determined by the COR.

D. Photo-Documenting Condition of Vehicles:

Contractor shall provide detailed photographs of all vehicles when received and consolidated into shipping container(s). The photos should reflect all four sides of the vehicle, roof top, and the interior. Photos of the Front/Rear blocking, bracing, and strapping will also be a requirement. Contractor shall email the photos of the vehicles to the email address Despatch_Agency_Seattle@state.gov no later than 48 hours after receipt of the vehicle(s). The subject line of the email shall be addressed as PHOTOS for vehicles with the shipment number. Email must include shipment number and employee's name in the body of the email. Contractor shall provide a copy of the vehicle inspection report upon request.

E. The Contractor shall be required to complete consolidating and packing services within the timeframes specified in Section F, DELIVERIES OR PERFORMANCE. F.004, TIME OF DELIVERY. Packing services shall not be deemed complete until the U.S. Despatch Agent has received from the Contractor a request for shipping instructions.

F. Prohibition of Comingling of Freight:Contractor is to have dedicated racking and warehouse floor space for Department of State freight and HHE received and stored under this contract. The contractor is not to comingle any freight applicable under this contract with any other commercial, contractor, or Government freight within the contractor's warehouse facility.

C 003 - CONTRACTOR IT REQUIREMENTS

The contractor's facility shall be equipped with computers that have broadband/high speed Internet access to facilitate file transfers to the U.S. Despatch Agent, and access to ILMS. The broadband service shall be capable of providing download speeds of at least 50 mbs per second.

C 004 - Security Requirements

A security clearance is not required for personnel operating under this contract; however all personnel will require National Agency Check (NAC) and background check.

C 005 - REPORTS

A. CRP PACKING LIST/MANIFEST

The Contractor shall be responsible for preparing a PACKING LIST/MANIFEST (FORM NO. 2) (see Attachment D) upon completion of all export-packing and/or stowing work as ordered by the Despatch Agent. Section F005, of this Contract describes the contents of the PACKING LIST/MANIFEST in detail.

B. CRP OPERATIONS BI-WEEKLY SUMMARY

The Contractor shall transmit every other week a CRP operations report that lists at minimum the following: weekly metrics of containers scheduled/delivered, airfreight shipments delivered, list of any outstanding transportation claims, status of Hazardous classifications, invoicing status, status of boxing orders, and comments or notice of any issues or concerns on operations and shipment statuses. This report shall be emailed to Despatch_Agency_Seattle@state.gov, and the cognizant contracting officer, COR, and other government managers as instructed by the COR.

C. CRP Annual Wall-to-Wall Inventory

The Contractor shall conduct and annual wall-to-wall physical inventory of all freight in house by the 10th Day of the sixth month of each year. The report will be in Microsoft Excel format or other format as directed by the COR and include, but not be limited to, ILMS receipt number; destination post; purchase order or requisition number; date of receipt; number of pieces; weight and cube; receipt type.

C 006 - DEMURRAGE OR DETENTION CHARGES

Payment of demurrage or detention charges which accrue because of the failure of the Contractor to promptly unload and release carrier equipment, including steamship containers, before the expiration of the free time allowed by the owner or the delivering carrier, or which accrue because of the failure of the Contractor to pick up, stow and deliver steamship containers to the ocean carrier for the vessel sailing designated by the U.S. Despatch Agent, will become the sole responsibility of the Contractor, unless detention of such equipment in excess of the free-time period is specifically authorized by the Government.

C 007 - SPRINKLER REQUIREMENTS/FIRE CONTENT RATE

Each building used for cargo storage under this contract must have as the minimum standard for qualification either (1) an acceptable automatic fire detection and reporting system or (2) an acceptable automatic sprinkler system; and a fire contents rate (FCR) of not more than sixty cents ($0.60) per one hundred dollars ($100.00) per year based on eighty percent (80%) co-insured factors. In addition, each storage facility must be protected by an adequate water supply for firefighting and a fire department which is responsible twenty-four hours (24 hrs) per day. Statements from the responsible fire insurance rating organization will be used as a

basis for determining the sufficiency or adequacy of a fire fighting water supply and the responsiveness of a fire department to protect a facility.

C 008 - FIRE PREVENTION/FIRE CONTROL PLAN REQUIRMENTS

All installed fire protective systems must be accredited by the responsible fire insurance rating organization for insurance rate credit. A definite fire prevention and control plan shall be posted and maintained in each building and the necessary fire extinguishers and/or approved type of firefighting apparatus shall be available and in good working order at all times. Smoking is strictly prohibited in all areas of the warehouse with the exception of office space.

C 009 - SECURITY ALARM REQUIREMENTS

Adequate security must be provided for all U.S. Government property stored in any facility approved under this contract. Access to the receiving/storage facility must be controlled. Detection systems, adequate locking devices, exterior and interior lighting, and interior alert and police notification systems must be installed and maintained in operating condition.

C 010 - GENERAL DEFINITIONS

The following list provides definitions for terms found throughout this document or commonly used in the CRP process:

DA mean Despatch Agency or Despatch Agent, as appropriate to the context.

24 or 48 hour period means 24 or 48 hours EXCLUDING weekends and holidays.

Acceptable Performance Level (APL): The minimum performance of each requirement before the Government considers performance unsatisfactory PWS – Performance Work Statement

AQL means the Acceptable Quality Level.

Article: Article means one item, piece, or package and contents thereof received by the contractor as listed on the inventory. It can be household effects, professional books, papers and equipment, privately owned vehicles, or general effects included in a shipment.

Calendar Day: means the twenty-four hour period from midnight to midnight. Saturdays, Sundays and all holidays are considered calendar days.

Cargo: Cargo means any items consigned to the contractor under this contract for inbound or outbound shipment, whether consisting of household effects or of U.S. Government owned materials.

Client: The client means the Despatch Agency and all United States mission personnel for whom the required services are to be rendered.

Containers (Types):
Exterior Container: A container, bundle, or assembly that is sufficient by reason of material, design, and construction to protect unit packs and intermediate containers and their contents during storage. It can be a unit pack or a container with a combination of unit packs or intermediate containers. An exterior container may or may not be used as a shipping container.

Interior Container: A container that is inside another container. It may be a unit pack or an intermediate container that is placed inside an exterior container or shipping container.

Intermediate Container: A wrap, box, or bundle containing two or more unit packs of identical items.

Shipping Container: A container that meets carrier regulations and is of sufficient strength, by reason of material, design, and construction, to be shipped safely without further packing (e.g., wooden boxes or crates, fiber and metal drums and corrugated and solid fiberboard boxes).

Unit Pack: The first tie, wrap, or container applied to a single item, or a quantity thereof, or to a group of items of a single stock number, preserved or unpreserved, which constitutes a complete or identifiable package.

CONUS: Meaning the continental United States CWT means hundredweight = 100lbs.
Cube means the cubic measure of space occupied by a given article after it has been packaged for shipment.

Defective Service: A service output that does not meet the standard of performance associated with it in the Performance Work Statement.

Discrepancy: Any variation in goods received from data shown on the covering shipping documents (e.g., requisition document, invoice/shipping document, authorized procurement delivery document or vendor's packing list, or other authorized shipping document).

Supply discrepancies encompass variations in condition or quantity, incorrect and misdirected material, receipt of cancelled requirements, improper or inadequate technical data or supply documentation, and any unsatisfactory condition due to improper packaging which causes the material to be vulnerable to loss, delay, or damage, or which imposes unnecessary expense to the U.S. Government. Transportation discrepancies are any variation in quantity or condition of material received from that shown in the piece count by type of pack on the bill of lading or governing transportation document and other deficiencies in transportation when discrepant material is not involved; e.g., improper or inadequate carrier handling.

Domestic Receiving: The act of receiving shipments of goods or products from locations inside the CONUS. Dunnage: Loose packing material protecting an item from damage during shipment.
Facilities: Property, including plant equipment and real property, used for administration, distribution operations, and storage. It does not include material, special test equipment, special tooling, or agency-peculiar property.

Goods means any items consigned to the contractor under this contract for inbound or outbound or transit shipment; whether consisting of personal and household effects for employees of Agencies of U.S. Government or of U.S. Government owned materials.

Government means the Government of the United States of America unless specifically stated otherwise.

Gross Weight: means the weight of the packed shipping container, including the articles packed therein and all materials used for wrapping, cushioning, banding, waterproofing, packaging, blocking and bracing the container.

Household Effects: Household Effects, Personal Effects, and/or Goods means those items that are the personal property of post officials, and are therefore to be packed and transported at U.S. Government expense. This includes furniture, personal effects and consumables that, because of volume and weight, are shipped via surface freight. (Note: See the clause in Section D entitled "Prohibited Items" for a listing of items which are not to be packed or transported at U.S. Government expense).

International Receiving: The act of receiving goods/shipments from OCONUS points.

Inventory means a contractor-prepared list originated at the time the goods are packed. Each inventory is to be reviewed and signed by the client then turned over to the Contracting Officer's Representative.

Marking is the application of using numbers, letters, labels, tags, symbols or colors for handling or identification during shipment and storage.

New means new, never used, newly constructed.

Net Weight means the gross weight of a shipment less its tare weight. OCONUS means outside the continental United States.
Ordering Officer means the Despatch Agent who is the Contracting Officer's Representative responsible for issuing actual orders against this contract up to but not exceeding the funded amount, or anyone designated by the Contracting Officer's Representative to act as his/her representative.

Packing: means the activities required to wrap and protect an article, properly place the article in appropriate carton or box, and stow the article and its carton or box in a lift van of sufficient size and constructed in accordance with post specifications; includes obtaining customs clearances and required documentation for shipment, (such as, via surface or air as appropriate).

Packaging: means application or use of protective measures, including appropriate protective wrappings, cushioning and interior containers to ensure the safe transit of goods.

Performance Standard: (Types)

Reports and forms performance standards are based on timeliness and accuracy.

Service compliance performance standards are based on correct packing of items and damaged based on inadequate or improperly packed items.

Customer service performance standards are based on customer surveys from clients and/or end user.

Quality Assurance: Those actions taken by the government to assure services meet the requirements of the Performance Work Statement. Quality Assurance Surveillance Plan (QASP): An organized written document specifying the surveillance methodology to be used for oversight of contractor performance.

Quality Control: Those actions taken by a contractor to control the performance of services so that they meet the requirements of the PWS. Quality Control Plan (QCP): An organized written plan that lays out the actions proposed by a contractor to control the performance of services so that they meet the requirements of the PWS.

Quarterly Performance Report (QPR): A document generated by contractor to the U.S. Despatch Office and COR detailing performance of contractor during the designated quarterly time frame.

Services means the services performed, workmanship, and material furnished or utilized in the performance of the services.

Stock Program means receiving shipments (often container loads) with multiple items, stocking the items for future draw down, maintaining an inventory to truck items, and shipping out items usually in small quantities selecting from the oldest items first.

D 001 - IDENTIFICATION OF SHIPPING CONTAINERS

Each shipping container (lift van/crate) will be marked with a U.S. Despatch Agency sticker on the upper right-hand corner of each side and each end of each container. Stickers will be furnished by the Contractor. The U.S. Despatch Agent will provide the design and specifications to be followed by the Contractor when ordering the stickers.

D 002 - PACKING AND CONTAINER (ie. WOODEN LIFT VANS) SPECIFICATIONS

A. PACKING REQUIREMENTS

The Contractor agrees to provide export-packing and related services in accordance with the requirements cited herein. Furniture, furnishings, supplies or equipment shall be stowed into a container (i.e. wooden lift van) of suitable capacity so that all usable space is utilized that will insure a shipment of the least tare weight and smallest volume measurement that is compatible to safe transportation to destination without damage to the container or its contents. Articles of furniture and furnishings received in an unpacked or uncartoned condition must be properly packed and cartoned for export to conform to commercial export standards. The Department of State also requires the following additional specifications for all furniture and furnishings packed under this contract:

1. All pieces or articles of marble must be properly padded and packed separately in solid side wooden crates.

2. All mirrors, paintings, flat glass, framed pictures, and similar articles exceeding 35.56 centimeters (14 inches) by 45.72 centimeters (18 inches) must be wrapped in Kraft paper, sealed with pressure-sensitive tape, and properly padded. The article must then be placed in a solid side wooden crate or in a mirror-type carton that has inserts to support the article. If a mirror-type carton is used, only one article shall be placed in each carton. When wooden crates are used, not more than four (4) articles may be placed into one wooden crate.

3. When paper furniture pads or blankets are used for the protection of furnishings, they must meet at least the following minimum specifications.

a. Two plies of 21-pound MSF non-nesting, indented bogus or chipboard between two plies of 21-pound MSF plain bogus or chipboard encased in a 30-pound basic weight MG Kraft sleeve; or

b. Three plies of 25 to 30-pound non-nesting, indented unbleached Kraft paper between four plies of 14-pound non-nesting, indented draft tissue encased in a 35-pound basic weight MF draft sleeve.

c. When cellulose cushioning material is used for the protection of the goods, such cushioning material must meet the standards shown in the current Federal Specification PPP-C-843, as amended, for Type 2, Class B, and have a minimum thickness of .635 centimeters (1/4") with backing of 50 pound MF Kraft paper.

B. **TYPE AND CONSTRUCTION OF SHIPPING CONTAINERS (I.E. WOODEN LIFT VANS)**

The containers (i.e. wooden lift vans) provided by the Contractor for shipment of articles under this Contract must be soundly constructed of **new** wood framing and new plywood or tongue and groove wood sheathing. The lumber must be of Group 2, seasoned Southern Yellow Pine or better. The tongue and groove sheathing must be of 2.54 centimeters (1") thickness properly joined and free of loose knots or holes. The plywood sheathing must of a minimum grade standard (CD) with exterior glue, manufactured in accordance with the provisions of U.S. Product Standard PS-1-66 or U.S. Commercial Standard U.S. CS-35-61, minimum 3-4 grade with Type I (Exterior) glue.

All nails shall be cement coated for maximum holding power. At the time of construction, caulking compound must be applied to all butt-joints where individual plywood panels are joined. Caulking compound must also be applied to edges of base, top and sides of all panel assemblies to insure a water-tight joint.

The outside dimensions of any wooden shipping container shall not exceed 220.98 centimeters (87") in length, 144.78 centimeters (57") in width, and 220.98 centimeters (87") in height, and shall not be larger than 7.164 cubic meters (253 cubic feet) overall unless prior written authorization is given by the U.S. Despatch Agent.

Shipping containers less than 1.36 cubic meters (48 cubic feet) shall be constructed in accordance with the requirements of a Style 2 nailed wooden box as shown in the current Federal Specification PPP-B-621, as amended. If plywood is used for sheathing in lieu of tongue and groove lumber, a minimum thickness of .635 centimeters (1/4") shall be used on sides and ends and .952 centimeters (3/8') for top and base shall be used. Extra cleats must be installed girth wise when container is over four feet in length.

Shipping containers over 1.36 cubic meters (48 cubic feet) ranging in size to 7.164 cubic meters (253 cubic feet) must be constructed with a minimum framing of 5.08 cm by 10.16 cm (2 X 4") dressed seasoned lumber for base, sides and top. Each container must also be equipped with full length 5.08 cm by 10.16 cm (2 X 4") skids under the base. When plywood is used, the floor and roof of the container must have a minimum thickness of 1.58 centimeters (5/8") and the sides and ends a minimum thickness of .952 centimeters (3/8"). The roof must be supported by 5.08 cm by 10.16 cm (2 X 4") joists positioned on edge, two feet on center.

Detailed drawings, specifications and bill of materials for six basic sizes/types of shipping containers are attached (see Section J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS).

C. LINING AND BANDING OF ALL SHIPPING CONTAINERS

The interior of all shipping containers or lift vans shall be lined with polyethylene film with a minimum thickness of .004 inches. Lining must be applied in such a manner that is free from holes or tears and laps occur only where the ceiling liner meets the side and end liners. The floor of the container must be lined with similar waterproof material. Any other type of waterproof barrier must have **prior** approval of the Department of State before use.

Steel tension banding shall be applied tightly and securely to all wooden and plywood containers after loading and sealing. On containers 1.36 cubic meters (48 cubic feet) or less, steel tension banding of a minimum size of 1.905 centimeters (3/4") in width by .035 inch thick may be used. On containers over 1.36 cubic meters (48 cubic feet), steel tension strapping of a minimum size of 3.175 centimeters (1-1/4") in width by .035 inch thick shall be used.

Containers 1.36 cubic meters (48 cubic feet) or less shall be banded by a minimum of two steel bands perpendicular to the base positioned about one-fourth (1/4) the distance from each end of the container. Containers over 1.36 cubic meters (48 cubic feet) shall have two bands of steel tension strapping secured perpendicular to the base, positioned so they pass through the openings in the base left for the entry of the handling equipment. Two additional tension bands shall be applied girth wise, parallel to the base, around the four sides of the container, one band positioned approximately one-fourth (1/4) the distance from the top. Wood cleats, tie blocks or braces are to be used under tension banding when necessary to ensure stability or to bridge unsupported spans.

D 003 - TITLE TO MATERIALS AND CONTAINERS

On export shipments, title to all packing materials and shipping containers provided by the Contractor in the performance of services of this Contract shall rest with the Government. For inbound shipments, title to lift vans shall rest with the contractor unless specific exception is made in writing by the Transportation Division for any container or containers to which it wishes to retain ownership. Otherwise, disposition of inbound lift vans is at the discretion and expense of the contractor.

D 004 - PACKING OF SUPPLIES FOR DOMESTIC SHIPMENT (05/95)

Supplies shall be packed for shipment in a manner that will ensure acceptance by common carriers and safe delivery at destination. Containers and closures shall comply with the Interstate Commerce Commission regulations, Uniform Freight Classification Rules, and regulations of other carriers as applicable to the mode of transportation.

D 005 - MARKING OF REPORTS (05/95)

All reports delivered by the Contractor to the Government under this contract shall prominently show on the cover of the report:

(a) Name and business address of the Contractor;
(b) Contract number and delivery order number, if applicable;
(c) Date of report; and
(d) Program Office.

D 006 - PACKING LIST(S) (05/95)

A packing list or other suitable shipping document shall accompany each shipment and shall include the following information:

(a) Name and address of consignor;
(b) Name and address of consignee;
(c) Government contract number (and delivery order number, if used);
(d) Government bill of lading number covering the shipment, if any; and
(e) Description of the items shipped, including item number, quantity, number of containers, and package number, if any.

52.246-14 - Inspection of Transportation (Apr 1984)

The Government has the right to inspect and test the Contractor's services, facilities, and equipment at all reasonable times. The Contractor shall furnish Government representatives with the free access and reasonable facilities and assistance required to accomplish their inspections and tests.
(End of clause)

E 001 - PROPER PROTECTION OF ITEMS

All services under this Contract shall be performed in buildings approved by the Department of State. These buildings must be well constructed with sturdy walls, masonry floors, and watertight roofs, and shall be maintained in good condition. The buildings shall be kept dry, clean, well ventilated, and free of dampness (to prevent dampness related growths like mold and mildew), free of moths, rats, mice, and other vermin and shall be kept in an orderly condition at all times. In addition, a definite fire prevention and control plan shall be posted and maintained in each building and the necessary fire extinguishers and/or other approved type of fire-fighting apparatus shall be available and in good order at all times. All articles handled under this Contract shall be properly stored within the approved buildings until they are loaded on or in carrier's vehicle for delivery to the pier.

Periodic inspection will be made by Government representatives to ascertain that proper protection is being provided all articles handled under this Contract. The Contractor agrees to give full cooperation for such inspections. Following such inspections, the representative of the Government will inform the Contractor in writing of any deficiencies and request that measures be taken to correct them. If, after forty-eight (48) hours, corrective measures have not been taken, the Government may take such steps as are authorized by law, whether or not specified in this Contract, including, but not limited to, termination for default and/or the removal of property. In the latter event, the Contractor shall be liable to the Government for the cost of removal, transfer, and placement of said property, and for any excess storage costs incident thereto for as long as the property remains therein.

In any instance when circumstances require intervention by the police (break and enter, theft, etc.), the COR shall be immediately notified by telephone and given all the details. An inspection of the site and affected items may be ordered at that time by the COR. A written report from the contractor is required within three (3) business days after the reported incident. This report shall list all circumstances and details of the situation so that disposition may be initiated by the Department and claims action begun if appropriate. A copy of the police report shall be sent to DOS to be included with the report.

In any circumstance which result in damage to Department of State shipments, such as water damage, mildew or dampness related growths, accidental damage by personnel or equipment, etc., the COR shall be immediately notified by telephone and given all the details. An inspection of the site and affected items may be ordered at that time by the COR. A written report from the contractor is required within three (3) business days after the reported incident. This report shall list all circumstances and details of the situation so that disposition may be initiated by the Department and claims action begun if appropriate.

E 002 - PERFORMANCE DEFICIENCY

The Contractor shall be informed by the COR in writing of any performance deficiency which may be discovered by quality inspections or otherwise, and request that measures be taken to correct them. The Contractor may be given a minimum twenty-four (24) hour period to do so in lieu of the ten (l0) day period specified in the clause entitled Default (Fixed-Price Supply and Service)-Alternate I.

Failure of the Contractor to take immediate measures to correct performance deficiencies so as to prevent their recurrence or the repeated failure of the Contractor to comply with any of the provisions of this Contract may be cause for the Government to take such steps as authorized by law, whether or not specified in this Contract, including, but not limited to, partial or complete termination for default. Should partial or complete termination for default occur, the Contractor shall be liable to the Government for all costs, in excess of the Contractor's rates for the same services, incident to all services which the Government may have to procure from other commercial sources.

52.211-11 - Liquidated Damages-Supplies, Services, or Research and Development (Sept 2000)

(a) If the Contractor fails to deliver the supplies or perform the services within the time specified in this contract, the Contractor shall, in place of actual damages, pay to the Government liquidated damages of $250 per calendar day of delay.

(b) If the Government terminates this contract in whole or in part under the Default-Fixed-Price Supply and Service clause, the Contractor is liable for liquidated damages accruing until the Government reasonably obtains delivery or performance of similar supplies or services. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(c) The Contractor will not be charged with liquidated damages when the delay in delivery or performance is beyond the control and without the fault or negligence of the Contractor as defined in the Default-Fixed-Price Supply and Service clause in this contract.

(End of clause)

F 001 - PERIOD OF PERFORMANCE (05/95)

The period of performance for this contract is as follows:
December 1, 2026 – November 30, 2027 (Base)
December 1, 2027 – November 30, 2028 (OY1)

December 1, 2028 – November 30, 2029 (OY2)
December 1, 2029 – November 30, 2030 (OY3)
December 1, 2030 – November 30, 2031 (OY4)

F 002 - PLACE OF PERFORMANCE (05/95)

For purposes of this contract, the contractor's warehouse facility and place of performance must provided within a thirty (30) mile commute to the U.S. Post Office Facility at 1102 A St., Tacoma, WA 98402.

F 003 - TIME OF PERFORMANCE (05/95)

The Contractor shall perform the stated services for eight hours per day between the hours of 8:30 a.m. and 4:30 p.m., Monday through Friday, excluding Government holidays.

F 004 - TIME OF DELIVERY

A. CLINs 001-004, CLIN 009, and CLIN 012, must be completed within three (3) working days of the date of the Work Order issued by the U.S. Despatch Agency. CLINs 005-007, CLIN 013 and CLIN 014 must then be accomplished by the date(s) specified in writing by the U.S. Despatch Agent following completion of the export-packing of the items.

B. CLIN 010, INSTALLATION OF PADLOCK(S) ON STEAMSHIP CONTAINER(S) must be accomplished by the date(s) specified in writing by the U.S. Despatch Agent.

C. CLIN 011 STORAGE CHARGES FOR MATERIALS SHIPPED, shall be billed upon final completion of services required under CLIN 001-008, CLIN 010, CLIN 013 and CLIN 014 above.

D. Receipts are to be entered into the contractors WMS and provided to the Despatch Agent within 24 hours, unless otherwise instructed by the COR in writing.

E. CLIN 008, Hazardous freight is to be fully classified and made ready for shipment no later than 10 calender days from date of receipt at the CRP.

F. All containers and airfreight is to be delivered to the port or air carrier within the allotted booking time and to meet vessel cutoff dates as listed in the applicable booking confirmation.

F 005 - NOTIFICATION OF COMPLETION OF SERVICES

Immediately upon completion of the export-packing or stowing of articles for shipment, the Contractor shall submit a request for shipping instructions in the form of two copies of the Packing List/Manifest to the Despatch Agency as follows:

U. S. Department of State
U.S. Despatch Agency
2800 S. 192 Street
Seattle, WA 98188

The request shall contain the following information:

A. Despatch Agency reference number and work order number;
B. Number of shipping units (lift vans or steamship containers) in shipment;
C. Packing list indicating the Contractor's receiving report number, purchase order/requisition number, the gross weight and cubic measurement (with metric equivalent) of each shipping unit (i.e. receiving report), and description of articles packed in each shipping container;

D. The net, gross and tare weights and volume measurement of the total shipment; weight and volume must be shown in metric measure with English equivalents in parenthesis;
E. Steamship container number, when appropriate, together with padlock number or seal number, as appropriate; and

This request for shipping instructions will constitute notification of the completion of the packing or stowing services. Not later than three (3) days after the receipt of the above request for shipping instructions, the Contractor will be furnished a shipping authorization and the necessary shipping data and marking information. It shall be the responsibility of the Contractor to contact the carrier involved by the date specified in the shipping data furnished by the U.S. Despatch Agent, and to load the shipment on the vehicle of the carrier. In those instances where the Contractor is responsible for delivery to the pier, such services must be performed promptly in accordance with the instructions furnished by the U.S. Despatch Agent.

LOADING OF HHE, FURNITURE, FURNISHINGS, COMMISSARY ITEMS, SUPPLIES OR EQUIPMENT.
Services for loading of HHE, furniture, furnishings, commissary items, supplies or equipment in or on carrier's vehicles. This CLIN is to be charged at a 1 CZ minimum per work/drayage order for all single orders under 1 CZ. Photos of packing, container number and seal (if applicable) should be provided in accordance with section F 005 – Notification of Completion of Services.

DELIVERY OF HHE, FURNITURE, FURNISHINGS, COMMISSARY ITEMS, SUPPLIES OR EQUIPMENT.
Delivery HHE, furniture, furnishings, commissary items, supplies or equipment to steamship piers, carriers freight stations, airports, transportation depots, freight receiving stations, or other locations in the area known as the Seattle Commercial Port Zone as instructed by the U.S. Despatch Agent. This CLIN is to be charged at a 1 CZ minimum per work/drayage order for all single orders under 1 CZ. Photos of packing, container number and seal (if applicable) should be provided in accordance with section F 005 – Notification of Completion of Services.

CONTAINERIZATION AND DELIVERY OF HHE, FURNITURE, FURNISHINGS, COMMISSARY ITEMS, SUPPLIES OR EQUIPMENT.
Containerization: Stowing HHE, furniture, furnishings, commissary items, supplies or equipment (which may include motor vehicles) into steamship containers. When vehicles are tendered to the contractor for loading into steamship container(s), vehicle(s) will be braced and blocked in the container so that shipment will be accomplished without danger or damage to vehicle(s) or container(s). Any wood products used for blocking and bracing must be ISPM-15 compliant. Photos of packing, container number and seal (if applicable) should be provided in accordance with section F 005 – Notification of Completion of Services. Vehicles shall also be stowed in accordance with the International Maritime Organization (IMO) regulations. The Contractor shall pick up steamship containers from ocean carrier's facility, including transporting steamship containers to contractor's warehouse, stowing shipment or vehicle(s) into these containers, installing theft deterrent container seal(s), and delivering these stowed containers to a designated pier in the area known as the Seattle Commercial Port Zone as instructed by the U.S. Despatch Agent.

652.242-70 - CONTRACTING OFFICER'S REPRESENTATIVE (COR) (AUG 1999)

(a) The Contracting Officer may designate in writing one or more Government employees, by name and position title, to take action for the Contracting Officer under this contract. Each designee shall be identified as a Contracting Officer's Representative (COR). Such designation(s) shall specify the scope and limitations of the authority so delegated; provided, that the designee shall not change the terms or conditions of the contract, unless the COR is a warranted Contracting Officer and this authority is delegated in the designation.
(b) The COR is [insert job title of COR] .
(End of clause)

H 001 - NONPAYMENT FOR UNAUTHORIZED WORK (05/95)

No payments will be made for any unauthorized supplies or services, or for any unauthorized changes to the work specified herein. This includes any services performed by the Contractor of his own volition or at the request of an individual other than a duly appointed Contracting Officer. Only a duly appointed Contracting Officer is authorized to change the specifications, terms, and/or conditions of this contract.

G 001 - CONTRACT ADMINISTRATION

Contracting Officers: Sarah Cass
Contracting Administrator: Sarah Cass, CassSL@state.gov

Contracting Officer's Representative (COR): Tim Riddle, Deputy U.S. Despatch Agent
Telephone Number: (206) 764-3805
Address: U.S. Despatch Agency, 2800 S. 192 Street, Seattle, WA 98188.

H 002 - Quality Assurance Surveillance Plan

A. The government's primary quality assurance procedure for this contract is in making inspections based on Warehouse Inspection Report or complaints from the Despatch Agent or his designated representatives. Other contract requirements not specifically mentioned in this clause will be surveyed under the "Inspection of Services" clause and other clauses in the contract focusing on acceptable quality of performance. If the Government has to repeatedly request the contractor to correct work that was incorrectly performed, and it is clearly the fault of the contractor, payments to the contractor shall be reduced by the contracting officer or his designated representative.

B. When the contractor fails to perform its contractual obligations, the contractor has committed a contract breach. The Government retains the right to prescribe terms that result from a contract breach. Depending on the severity of the breach, such terms may range from price adjustment, deductions, to a termination for default.

C. The following line-items break out the areas for which values have been assigned for cited violations for purposes of contract administration. Acceptable Quality Level (AQL) requirements are listed below to which values have been assigned for purposes of contract administration. The AQL deficiencies can be discovered by complaints or inspection and are for specific circumstances or conditions. If these quality levels are not maintained, remuneration can be received by the USG from the Contractor for administrative or other charges involved.

D. Written notification will be given to the contractor when AQL requirements are not met; this notification will cite AQL items in violation, any supporting documentation, and the amount to be remitted to the Department for the violations. Replies to the COR from the contractor for AQL violations is required within seven business days of the date of the AQL deficiency notification. If disputes cannot be resolved between the COR and the contractor on AQL issues, final determination will be made by the Contracting Officer.

See Attachment U: PERFORMANCE AQL DEDUCTIONS

G 002 - ORDERING PROCEDURES (11/96)

(a) In accordance with FAR 52.216-18 "ORDERING," the following individuals and activities are authorized to issue delivery orders or task orders hereunder:

Department of State Contracting Officer

Department of State, Despatch Agent, Seattle, Washington

(b) Orders placed under this contract shall contain the following information:

(1) Date of order;
(2) Contract number and order number;
(3) Item number and description, quantity, and unit price;
(4) Delivery or performance date;

(5) Place of delivery or performance (including consignee);
(6) Packaging, packing, and shipping instructions, if any;
(7) Accounting and appropriation data;
(8) Security clearance level(s), applicable to the order, if any; and
(9) Any other pertinent information.

(c) Issuance of orders by facsimile is authorized in accordance with FAR 52.216-18 "ORDERING."

TRANSPORTATION ORDERS:

Transportation Managers and Specialists from the Regional Logistics Center Office(A/LM/OPS/RLC) and U.S. Despatch Agents will issue work orders in the form of transportation orders that are in compliance with CFR Title 49, Federal Management Regulations Subchapter D, 102-117 and 102-118. Transportation orders will be in the form of Packing Authorizations, Boxing Orders, Drayage Orders, and Government Bill of Ladings.

The contractor will receive work orders by the through the ILMS Transportation
System which is authorized by the U.S. Despatch Agent(s) and the Office of Logistics Management Regional Logistics Centers for issuing orders for specific services in accordance with Section B, contractor priced rates.

G 003 - DOSAR 652.242-70 CONTRACTING OFFICER'S REPRESENTATIVE (AUG 1999)

CONTRACTING OFFICER’S REPRESENTATIVE (AUG 1999)

(a) The Contracting Officer may designate in writing one or more Government employees, by name and position title, to take action for the Contracting Officer under this contract. Each designee shall be identified as a Contracting Officer’s Representative (COR). Such designation(s) shall specify the scope and limitations of the authority so delegated; provided, that the designee shall not change the terms or conditions of the contract, unless the COR is a warranted Contracting Officer and this authority is delegated in the designation.

(b) The COR is U.S. Despatch Agent or Designee
(End of clause)

H 003 - SAFEGUARDING OF INFORMATION (05/95)

The Contractor and its employees shall exercise the utmost discretion in regard to all matters relating to their duties and functions. They shall not communicate to any person any information known to them by reason of their performance of services under this contract which has not been made public, except in the necessary performance of their duties or upon written authorization of the Contracting Officer. All documents and records (including photographs) generated during the performance of work under this contract shall be for the sole use of and become the exclusive property of the U.S. Government. Furthermore, no article, book, pamphlet, recording, broadcast, speech, television appearance, film or photograph concerning any aspect of work performed under this contract shall be published or disseminated through any media without the prior written authorization of the Contracting Officer. These obligations do not cease upon the expiration or termination of this contract. The Contractor shall include the substance of this provision in all contracts of employment and in all subcontracts hereunder.

H 004 - SMOKE-FREE WORKPLACE NOTICE (05/95)

(a) The Department of State has been designated a smoke-free workplace.
(b) Definitions. "Smoking" means a lighted cigar, cigarette, pipe or other tobacco product. "Smoking Areas" means those designated exterior spaces where the smoking of tobacco products is permitted.
(c) Applicability. The Smoke-Free Workplace policy applies to all occupants of the Main State Complex; as well as all Department of State occupied space in other domestic buildings, whether owned, rented or leased, and to all Department of State owned, rented, or leased vehicles.
(d) Policy. It is the policy of the Department of State to promote a healthy environment. Accordingly, the Department has adopted a policy prohibiting smoking in the interior of all domestic buildings and facilities effective August 1, 1993.

G 004 - TECHNICAL DIRECTION

(a) Performance of the work hereunder shall be subject to technical instructions, whether oral or written, issued by the Contracting Officer's Representative specified in SECTION G of this contract. As used herein, technical instructions are defined to include the following:

(1) Directions to the Contractor which assist him in accomplishing the Statement of Work and Performance requirements.

(2) Comments on and approval of reports or other deliverables. Technical direction must be within the contract's Statement of Work and Performance requirements. The COR does not have the authority to issue technical direction which:

a) institutes additional work outside the scope of the contract;
b) constitutes a change as defined in the Changes clause;
c) causes an increase or decrease in the estimated cost of the contract;
d) alters the period of performance;
e) changes any of the other express terms or conditions of the contract.

(c) If, in the opinion of the Contractor, any technical instruction calls for effort outside the scope of the contract or is inconsistent with this requirement, the Contractor shall notify the Contracting Officer in writing within ten working days after the receipt of any such instruction. The Contractor shall not proceed with the work affected by the technical instruction unless and until the Contractor is notified by the Contracting Officer that the technical instruction is within the scope of this contract.

(d) Nothing in the foregoing paragraph shall be construed to excuse the Contractor from performing that portion of the contractual work statement which is not affected by the disputed technical instruction.

G 005 - Special Invoice Instructions for Consolidated Receiving Points (CRPs)

Invoice Submission: Invoices shall be submitted to both the Contracting Officer's Representative (COR) referenced in Section G of this contract under "CONTRACT ADMINISTRATION DATA", and to U.S. Bank's electronic, web-based freight payment/data collection system called Syncada (formerly PowerTrack). It is the Contractor's responsibility to establish an account with U.S. Bank's Syncada to facilitate the processing of invoices and subsequent payment.

Invoice Submission to the COR: Invoices shall be emailed to the address specified in Section G of this contract under "CONTRACT ADMINISTRATION DATA". The emailed invoice shall be in Portable Document Format (PDF) and must include details specified in Clause G 006 PAYMENT FOR SERVICES and all items per FAR 52.232-25, "PROMPT PAYMENT".

Invoice Submission to Syncada: The contractor shall submit invoices to U.S. Bank's Syncada. Details of Invoice content and method of submission will be per U.S. Bank's instructions. The Syncada system matches the Contractor's electronic invoices to the shipper (e.g., State Department) record of service request/authorization. The Syncada system facilitates the business partners, Contractor, and DOS, to identify and resolve delivery, rating, or invoicing problems on-line.

Payment: Invoice payment to the Contractor will be made through U.S. Bank's Syncada system via electronic transfer of funds.

H 005 - TECHNICAL DIRECTION

(a) Performance of the work hereunder shall be subject to technical instructions, whether oral or written, issued by the Contracting Officer's Representative specified in SECTION G of this contract. As used herein, Technical instructions are defined to include the following:

(1) Directions to the Contractor which suggest pursuit of certain lines of inquiry, change work emphasis, fill in details or otherwise serve to assist in the Contractor's accomplishment of the Statement of Work.

(2) Guidance to the contractor which assists in the interpretation of drawings, specifications or technical portion of work description.

(b) Technical instructions must be within the general scope of work stated in the contract. Technical instructions may not be used to: (1) assign additional work under the contract; (2) direct a change as defined in the "Changes" clause of this contract; (3) increase or decrease the contract price or estimated contract amount (including fee), as applicable, the level of effort, or the time required for contract performance; or (4) change any of the terms, conditions or specifications of the contract.

(c) If, in the opinion of the Contractor, any technical instruction calls for effort outside the scope of the contract or is inconsistent with this requirement, the Contractor shall notify the Contracting Officer in writing within ten working days after the receipt of any such instruction. The Contractor shall not proceed with the work affected by the technical instruction unless and until the Contractor is notified by the Contracting Officer that the technical instruction is within the scope of the contract.

(d) Nothing in the foregoing paragraph shall be construed to excuse the Contractor from performing that portion of the contractual work statement which is not affected by the disputed technical instruction.

G 006 - Payment for Services

The Contractor(s) shall be paid upon proper completion of authorized services and submission of documents required under the Contract. Proper completion of authorized services is determined by the Despatch Agent or his designated representative; therefore, all invoices for payment must be forwarded via email to the COR for authorization. After authorization, payment approval notification will be forwarded by the COR to U.S. Bank's Syncada, providing that the Contractor's matching invoice is present in the Syncada system. Payment under this Contract will be limited to actual services authorized and performed. Invoices for services rendered under appropriate authorization issued by the COR shall be submitted in accordance with the instructions contained in Clause G 005.

Each invoice shall contain the following information and necessary supporting documents:

A. CRP Contract number, contract item number, and order/authorization number;
B. Full name of owner;
C. Delivery address;
D. Date of Receipt;
E. Government Agency for which services were performed;
F. Weights in metric measure with English measure in parenthesis;
G. Charges, computed to the exact cubic measure in metric (with English measure equivalents in parenthesis), receiving report, crate, box, or hour involved, as appropriate;

For example, if item 002 had a base year price of $27.53 per cubic meter and the contractor prepared 87 cubic feet under this item, the cost would be: 87 cubic feet times the conversion factor (from English to metric) .028317 = 2.46 times $27.53 = $67.72 as total charges.

H. Date of completion of services.
I. Receipts if authorized

The Contractor will be reimbursed for services at the rate set forth in schedule B that are in effect at the time of issuance or the oral or written authorization (which is earlier) as set forth in Section I.

NOTE: Because of the governmental requirement to convert to the metric system, all volume items are expressed in cubic meters (CM^3). For billing purposes, charges are to be computed to the exact cubic measure as cited in item G.6.G above. The following conversion formulas will be used to convert to Metric.

Multiply

pounds	by 0.45359	to get	kilograms	KG
inches	by 2.54	to get	centimeters	CM
feet	by 0.3048	to get	meters	M
yards	by 0.9144	to get	meters	M
cubic feet	by 0.028317	to get	cubic meters	M^3
cubic inches	by 16.387064	to get	cubic centimeters	CM^3

H 006 - MISSHIPMENT OF FREIGHT

The Contractor shall be responsible to the Government for ensuring that all shipments are labeled, stenciled, or otherwise marked correctly. When a shipment is forwarded to an incorrect address due to incorrect labeling, stenciling, or marking by the Contractor, the liability will be on the contractor, and the shipment shall be forwarded at the necessary cost to the Contractor to the rightful address by the quickest means of transportation (including air freight) as directed by the Despatch Agent. The Contractor shall reimburse the Government for all costs incident to the forwarding of such shipments, including charges for preparation, drayage, and transportation. At the Government's discretion; the contractor may be required to replace the mis-shipped item and cover transportation cost to the proper overseas U.S. Mission.

H 007 - MISDIRECTION OF FREIGHT

The Contractor shall be liable to the Government for the forwarding to the rightful U.S. Mission post of any HHE, furniture, furnishings, supplies or equipment which was/were packed or stowed by the Contractor. The forwarding, by the Government, of such articles shall be done by the quickest means of transportation (including air freight) as directed by the U.S. Despatch Agent. The Contractor shall reimburse the U.S. Government for all costs incident to the forwarding of such articles, including charges for preparation, drayage, and transportation. At the Government's discretion; the contractor may be required to replace the mis-shipped item and cover transportation cost to the proper overseas U.S. Mission.

H 008 - SERVICES MUST BE AUTHORIZED

The Government shall not be responsible for any work performed which is not specifically provided under the terms of this Contract and authorized in writing in the form of a Work Order or other appropriate document issued by the U.S. Despatch Agent or Contracting Officer. The Work Order shall cite the appropriate contract item number(s) to indicate the contract services to be performed.

H 009 - USE OF CONTRACTS BY OTHER GOVERNMENT AGENCIES

Other U.S. Government Agencies may desire to use this Contract for their own requirements and this Contract will be made available for their use upon authorization by the Department of State's Contracting Officer and/or Contracting Officer's Representative.

H 010 - SUBCONTRACTING

Except for services listed below, the Contractor shall not subcontract any part of the requirements of this contract without prior written approval of the Contracting Officer. Contractor is to maintain strict compliance with clause 52.219-14 Limitations on Subcontracting. The following services may be sub-contracted, however the sub-contractor must first be approved by the Contracting Officer’s Representative or the Contracting Officer:
1. Local Drayage to steamship piers, carriers, freight stations, airports, transportation depots, freight receiving stations, or other locations known as the Seattle Commercial Port Zone.

2. HAZMAT processing to include classification, identification of packaging requirements, repackaging when necessary, and execution of all certifications and documentation to comply with applicable international regulatory agencies.

2. Warehouse labor and operations personnell.

H 011 - GOVERNMENT SAVED HARMLESS

The Contractor shall hold the Government, its officers, agents, servants, and employees free from liability of any nature or kind, including, but not limited to, costs or expenses for or on account of any or all suits or claims of any character whatsoever, resulting from injuries or damages sustained by any person or persons or property by virtue of performance under this Contract by the Contractor or his agents. Additionally, the Government is not liable for the condition of any freight that arrives at the CRP facility.

H 012 - FACILITIES

A. General. The Contractor agrees to furnish the Department, within 15 calendar days, from date of acquisition of any new facility, complete information concerning the facilities he/she acquires by lease, purchase, or otherwise, and receive written approval from the COR prior to utilization by him/her/for performance of any services under this contract. The contractor's facility is to be owned/ leased/or subleased by the prime contractor. The contractor shall provide a warehouse facility for unloading & receiving services using on-hand materials handling equipment for freight of all kinds with unit weights of up to five tons and unit volumes up to 1,500 cubic feet. Within 24 hours' notice the contractor shall provide unloading & receiving services for freight of all kinds with unit weights of up to 5 tons and unit volumes up to 3,000 cubic feet. The contractor shall provide warehouse services, facility, and equipment for freight up to a volume of 50,000 cubic feet, with a minimum of available warehouse floor space of 20,000 square feet.

Contractor is to provide a covered facility made of construction materials, which are: brick, cinderblock, concrete or the aforementioned combined with steel, and concrete floors. Provided facility is to have a covered dock to protect shipments from weather during loading/unloading, separate and adequate staging areas, loading, and/or unloading areas, etc. Provided facility is to be well lit and with sufficient illumination to allow for easy access and identification of effects maintained therein, (i.e., has sufficient windows, skylights, and/or interior lighting). Contractor facility is to have the appropriate carpentry and packing tools that are necessary to complete the required tasks for this contract. Additionally, the facility should have outdoor space available for storage of POVs and Government owned vehicles.

These services must be provided within a 30 mile commute of the USPS Office in Tacoma, WA Address: 1102 A Street, Tacoma, WA 98402

B. Changes in Ownership/Lease. The Contractor agrees to furnish the Department sixty (60) calendar days notification in advance of any disruption or change in ownership or terms of lease of any facilities utilized for performance of any service under this contract.

C. Structural and Cleanliness Requirement. Facilities used for the performance of services under this contract must be approved by the Department of State. Storage buildings must be well constructed with watertight roofs, walls and floors, and shall be maintained in good condition. The building must be kept dry, clean, well ventilated, free of dampness, free of moths, roaches, rats, mice and other vermin, and must be kept in orderly condition at all times.

H 014 - ORDERING SERVICES

Services to be performed for the Department of State will be ordered or authorized by the issuance of an appropriate written request or authorization by the U.S. Despatch Agent or his authorized representative(s) in the form of transportation orders that are in compliance with CFR Title 49, Federal Management Regulations Subchapter D, 102-117 and 102-118. Services to be performed for the Department of State will be ordered or authorized to the Contractor(s) by the issuance of an appropriate written Packers Authorization, boxing order, drayage order, and/or OBL/GBL/Work Order. Such authorization will show the appropriate contract item number or numbers for services being requested of the contractor under this contract. Requests for services may be made orally by the Government and confirmed by the issuance of a written authorization. The written request or authorization will be in the form of a Work Order (Packing/containerization Order) or other appropriate document issued by the U.S. Despatch Agent.

H 015 - INSURANCE REQUIREMENTS

A. The Contractor shall procure and maintain for the duration of the contract insurance in the following amounts and shall furnish the Contracting Officer written evidence thereof:

1. Workers' compensation and employer's liability. Contractors are required to comply with applicable Federal and State Worker's compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes they shall be covered under the employers liability section of the insurance policy except when contract operations are so coming led with a Contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least $100,000 shall be required, except in states with exclusive or monopolistic funds that do not permit worker's compensation to be written by private carriers.

2. General liability
(a) Bodily injury liability insurance coverage written on the comprehensive form or policy, of at least $500,000 per occurrence.
(b) Property damage liability only in special circumstances.

3. Comprehensive Automobile Liability (if Contractor provided vehicles which are used to transport personnel to and from the worksite). Bodily injury liability insurance coverage, written on the comprehensive form or policy, of at least $200,000 per person and $500,000 per occurrence.

4. Household Effects Insurance--Contractor Liability for Loss of and/or Damage to Household Goods - The contractor maximum liability to the Government as subrogee or assignee for loss destruction or damage shall be $8.50 times the net weight of the shipment or blue book value of POV or Government Vehicle.

5. The contractor must assume liability for all loss and damage of freight on hand up to maximum of $3,000,000.

H 016 - CERTIFICATE OF INSURANCE

a) The Contractor shall furnish the Contracting Officer with a current certificate of insurance as evidence of the insurance-required. In addition, the Contractor shall furnish evidence of a commitment by the insurance carrier to notify the Contracting Officer in writing of any material change, expiration or cancellation of any of the insurance policies required not-less than (30) calendar days before such change, expiration or cancellation is effective. When coverage is provided by self-insurance, the Contractor shall not change or decrease that coverage without the Contracting Officer's approval.

(b) The Contractor shall give the Contracting Officer or his representative (COR) immediate notice in writing of any suit or action filed against the Contractor arising out of performance of this contract. The Contractor shall furnish immediately to the Contracting Officer copies of all pertinent papers received by the Contractor. Insofar as the following shall not conflict with any policy or contract of insurance and upon request of the Contracting Officer, the Contractor shall do any and all things to effect an assignment and subrogation in favor of the Government of all Contractors rights and claims against the Government, arising from or growing out of such asserted claims, and if required by the Contracting Officer shall authorize a representative of the Government to settle and/or defend any such claim and to take charge of any such litigation affecting the Contractor.

(c). The Contractor shall indemnify and save harmless the Government from and against all losses and all claims, demands, payments, suits and actions, recoveries and judgments of every nature and description brought or recovered against the Government or the Contractor by reason of any act or omission of the Contractor, its agents, or employees, in the execution or protection of the work. The Contractor's assumption of-liability continues independent of the insurance policies.

Associated Lines:

H 017 - LIABILITY OF CONTRACTOR

A. LOSS OF OR DAMAGE TO FREIGHT AND TRANSPORTATION CLAIMS

1. The Contractor shall be liable to the Government for the full cost or repair or replacement, of actual value of the property at time of loss or damage, when loss or damage occurs to any article over which the contractor has control of custody under this Contract, except that: the Contractor shall not be liable for any loss or damage caused by earthquake, war, civil disturbance, or similar casualty arising without fault or negligence on his part.

2. Mis-shipment or Mis-direction of Freight/HHE: The Contractor shall be responsible to the Government for ensuring that all shipments are labeled, stenciled, or marked correctly. When a shipment is forwarded to an incorrect address due to incorrect loading, labeling, stenciling, or marking by the Contractor, the liability will be on the contractor, and the shipment shall be forwarded by the Contractor to the rightful address by the quickest means of transportation (including air freight) as directed by the COR. The Contractor shall reimburse the Government for all costs incident to the forwarding of such shipments, including charges for preparation, drayage, and transportation. This includes scenarios where freight/HHE is accidently left behind due to the fault of the contractor.

3. The Contractor shall acknowledge, in writing and within three working days of its receipt, each claim of the Government for loss or damage, or mis-shipment/mis-direction of freight.

4. The Contractor shall pay, deny or propose an equitable settlement of each claim of the Government for loss or damage within seven (7) days after the above acknowledgment.

5. The Contractor is advised that the Government will monitor all claims closely to ensure that they are promptly acknowledged, and thereafter, equitable settled by the contractor. In the event that claims are not equitably settled the Contracting Officer will take steps to obtain a settlement which may include action as provided for in FAR part 33.

6. The Contractor, upon request, shall furnish the Department of State with a certificate or certificates of insurance or other satisfactory evidence of the Contractor's ability to pay claims for loss or damage.

7. The Contractor's maximum liability to the Government under any subrogated rights accruing to the Government for loss and/ or damage shall be $50,000 per shipment/ individual receipt or stored item.

8. Transportation claims related to AQL Deficiencies, loss or damage to freight, or mis-shipment of freight, or mis-direction of freight will be applied via an E-Bill through the U.S. Bank Syncada freight payment system.

9. Transportation claims related to damage or loss of HHE or POVs may be resolved between the Contractor and the affected Government employee, if instructed to by the cognizant contracting officer and COR. If adequate claim resoltuion is not resolved between the Government employee and contractor; the contracting officer may direct settlemt of the claim to the Office of Transportation Management (A/LM/OPS/TM) Claims office. If A/LM/OPS/TM Claim's office issues a settlement amount to the affected employee, the Department will apply a deduction(s) for that amount via an E-Bill(s) through the U.S. Bank Syncada freight payment system.

H 018 - LAWFUL OPERATION

The Contractor agrees to comply fully with all local, State and Federal laws, regulations and ordinances bearing on the performance of services specified herein, and shall possess the necessary operating authorities required by regulatory agencies.

H 019 - GOVERNMENT'S RIGHT TO REMOVAL OF GOODS

The Government, as the depositor of goods placed in the Contractor's facility, reserves the right to order goods removed from the facility at any time by any means by anyone authorized to do so by the United States Government (USG).

H-020 - Combating Race and Sex Stereotyping & Scapegoating

Combating Race and Sex Stereotyping & Scapegoating:
On September 22, 2020, the President issued an Executive Order to promote unity in the Federal Workforce, and to combat offensive and anti-American race and sex stereotyping and scapegoating. The Executive Order became effective immediately on September 22, 2020, but the requirements for federal contractors and subcontractors will apply to contracts entered into 60 days after the date of the executive order or on November 21,2020.
1. Contractors shall not use any workplace training that inculcates in its employees any form of race or sex stereotyping or any form of race or sex scapegoating, including the concepts that (a) one race or sex is inherently superior to another race or

sex; (b) an individual, by virtue of his or her race or sex, is inherently racist, sexist, or oppressive, whether consciously or unconsciously; (c) an individual should be discriminated against or receive adverse treatment solely or partly because of his or her race or sex; (d) members of one race or sex cannot and should not attempt to treat others without respect to race or sex; (e) an individual's moral character is necessarily determined by his or her race or sex; (f) an individual, by virtue of his or her race or sex, bears responsibility for actions committed in the past by other members of the same race or sex; (g) any individual should feel discomfort, guilt, anguish, or any other form of psychological distress on account of his or her race or sex; or (h) meritocracy or traits such as a hard work ethic are racist or sexist, or were created by a particular race to oppress another race. The term "race or sex stereotyping" means ascribing character traits, values, moral and ethical codes, privileges, status, or beliefs to a race or sex, or to an individual because of his or her race or sex, and the term "race or sex scapegoating" means assigning fault, blame, or bias to a race or sex, or to members of a race or sex because of their race or sex.
2. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under the Executive Order of September 22, 2020, entitled Combating Race and Sex Stereotyping, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
3. In the event of the contractor's noncompliance with the requirements of paragraphs (1), (2), and (4), or with any rules, regulations, or orders that may be promulgated in accordance with the Executive Order of September 22, 2020, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized inExecutive Order 11246, and such other sanctions may be imposed and remedies invoked as provided by any rules, regulations, or orders the Secretary of Labor has issued or adopted pursuant to Executive Order 11246, including subpart D of that order.
4. The contractor will include the provisions of paragraphs (1) through (4) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States."
Contractors shall review and provide written acknowledgment of the entire executive order and communicate with the Contracting Officer regarding any questions or concerns. This notice shall serve as interim guidance pending further written notification. Succinct implementation guidance and policy on reporting requirements is forthcoming from the Office of Federal Procurement Policy (OFPP) and may require additional compliance, reporting and other actions from the contractor.

H-021 - Moderate Risk Public Trust (MRPT) Requirements

Contractor employees performing services under this contract that require access to the Department of State (DOS) Integrated Logistics
Management System (ILMS) must obtain a favorable Moderate Risk Public Trust (MRPT) determination conducted by the Bureau of Diplomatic Security (DS). Please see Attachment V, "MRPT Procedures" for information in obtaining the MRPT determination. The maximum number of allowable contractor employees to have access to ILMS is currently set at: 5 employees per company.

52.204-25 - Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Nov 2021)

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

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (*e.g.*, connecting cell phones/towers to the core telephone network). Backhaul can be wireless (*e.g.*, microwave) or wired (*e.g.*, fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means--

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means--

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled--

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (*e.g.*, connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (*e.g.*, voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) *Prohibition*.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) *Exceptions*. This clause does not prohibit contractors from providing--

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

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

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at *https://dibnet.dod.mil*. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at *https://dibnet.dod.mil*.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial products or commercial services.

(End of clause)

52.212-4 - Terms and Conditions-Commercial Products and Commercial Services (DEVIATION JAN 2026)

(a) *Definitions*. The clause at Federal Acquisition Regulation (FAR) 52.202-1, Definitions, is incorporated by reference.
(b) *Inspection/Acceptance*. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post acceptance rights—

(1) Within a reasonable time after the defect was discovered or should have been discovered; and
(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(c) *Assignment*. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (*e.g.*, use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(d) *Changes*. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(e) *Disputes*. This contract is subject to 41 U.S.C. chapter 71, Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal, or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause FAR 52.233-1, Disputes, which is incorporated in this contract by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(f) *Excusable delays*. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence. Examples of occurrences include acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. When an excusable delay occurs, the Contractor shall—

(1) Notify the Contracting Officer in writing as soon as possible;

(2) Remedy the delay as quickly as possible; and

(3) Notify the Contracting Officer when the occurrence is over.

(g) Invoice. The Government will handle invoices according to the Prompt Payment Act (31 U.S.C. 3903) and 5 CFR part 1315. The Contractor shall submit invoices to the address designated in the contract to receive invoices. An invoice must include the information required by 5 CFR part 1315.9(b).

(h) *Patent indemnity*. The Contractor shall indemnify the Government and its officers, employees, and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark, or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) *Payment*—

(1) *Items accepted*. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) *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.

(3) *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.

(4) *Overpayments*. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or 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;

(D) Contractor point of contact; and

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

(5) *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, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed 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) *Final decisions*. The Contracting Officer will issue a final decision as required by FAR part 33 if–

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(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 (see FAR part 32).

(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 termination for cause.

(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 for interest credits prescribed in FAR part 32 in effect on the date of this contract.

(j) *Risk of loss*. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon—

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes*. The contract price includes all applicable Federal, State, and local taxes and duties.

(i) *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 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 a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, 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 which 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 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. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and 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.

(n) *Title*. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty*. The Contractor warrants and implies that the items delivered under this contract are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability*. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Compliance with laws unique to Government contracts*. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 49 U.S.C. 40118, Government-financed air transportation; and 41 U.S.C. chapter 21 relating to procurement integrity.

(r) *Order of precedence*. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services;

(2) The Disputes, Payments, Invoice, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause;

(3) Other contract clauses incorporated in the solicitation or contract;

(4) Addenda to this solicitation or contract;

(5) Solicitation provisions incorporated in the solicitation;

(6) Other paragraphs of this clause;

(7) Other documents, exhibits, and attachments; and

(8) The specification.

(s) *Unauthorized obligations*.

(1) Except as stated in paragraph (s)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or

entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

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

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

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

(2) Paragraph (s)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(t) *Comptroller General examination of record*. This paragraph applies if this contract was awarded using other than sealed bid procedures and is in excess of the simplified acquisition threshold on the date of award of this contract.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices, at all reasonable times, the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR part 4, longer period required by statute, or periods specified in other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement
of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This clause does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

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

(End of clause)

52.215-19 - Notification of Ownership Changes (DEVIATION FEB 2026)

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall-

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.110(s).

(End of clause)

52.216-18 - 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 06/01/2021 through 05/31/2026 [*insert dates*].
(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)

(a) *Minimum order*. When the Government requires supplies or services covered by this contract in an amount of less than 15.00 [*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 1,000,000.00 [*insert dollar figure or quantity*];
(2) Any order for a combination of items in excess of 4,400,000.00 [*insert dollar figure or quantity*]; or
(3) A series of orders from the same ordering office within _____ 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 _____ 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 FEB 2026)

(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 November 30, 2031 *[insert date]*.

(End of clause)

52.217-8 - Option to Extend Services (Nov 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 15 days [*insert the period of time within which the Contracting Officer may exercise the option*].

(End of clause)

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

(a) The Government may extend the term of this contract by written notice to the Contractor within the period of performance [*insert the period of time within which the Contracting Officer may exercise the option*]; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 15 days [*60 days unless a different number of days is inserted*] 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 5 years and 6 months (months)(years).

(End of clause)

52.219-14 - Limitations on Subcontracting (DEVIATION FEB 2026)

(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—[*Contracting Officer check as appropriate.*]

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

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

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

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

(1) In a joint venture comprised of a small business protégé and its mentor approved by the Small Business Administration, the small business protégé shall perform at least 40 percent of the work performed by the joint venture. Work performed by the small business protégé 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)

52.222-35 - Equal Opportunity for Veterans (DEVIATION FEB 2026)

(a) *Definitions*. As used in this clause-
"Active duty wartime or campaign badge veteran," "Armed Forces service medal veteran," "disabled veteran," "protected veteran," "qualified disabled veteran," and "recently separated veteran" have the meanings given at Federal Acquisition Regulation (FAR) 22.1301.
(b) Equal opportunity requirements. The Contractor must abide by the requirements of 38 U.S.C. 4212(a)(1) and (2). These requirements prohibit discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.
(c) Subcontracts. The Contractor must insert the terms of this clause in subcontracts valued at or above the threshold specified in FAR 22.1302-1(a)(2) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor must act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

52.222-41 - Service Contract Labor Standards (DEVIATION FEB 2026)

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

Contractor, when this clause is used in any subcontract, must be deemed to refer to the subcontractor, except in the term "Government Prime Contractor."

Service employee means any person engaged in the performance of this contract other than any person employed in a bona fide executive, administrative, or professional capacity, as these terms are defined in Part 541 of Title 29, *Code of Federal Regulations*, as revised. It includes all such persons regardless of any contractual relationship that may be alleged to exist between a Contractor or subcontractor and such persons.

(b) *Applicability*. This contract is subject to the following provisions and to all other applicable provisions of 41 U.S.C. chapter 67, Service Contract Labor Standards, and regulations of the Secretary of Labor (29 CFR Part 4). This clause does not apply to contracts or subcontracts administratively exempted by the Secretary of Labor or exempted by 41 U.S.C. 6702, as interpreted in Subpart C of 29 CFR Part 4.

(c) Compensation. (1) Each service employee employed in the performance of this contract by the Contractor or any subcontractor must be paid not less than the minimum monetary wages and must be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor, or authorized representative, as specified in any wage determination attached to this contract.

(2) (i) If a wage determination is attached to this contract, the Contractor must classify any class of service employee which is not listed therein and which is to be employed under the contract (*i.e.*, the work to be performed is not performed by any classification listed in the wage determination) so as to provide a reasonable relationship (*i.e.*, appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed class of employees must be paid the monetary wages and furnished the fringe benefits as are determined pursuant to the procedures in this paragraph (c).

(ii) This conforming procedure must be initiated by the Contractor prior to the performance of contract work by the unlisted class of employee. The Contractor must submit Standard Form (SF) 1444, Request For Authorization of Additional Classification and Rate, to the Contracting Officer no later than 30 days after the unlisted class of employee performs any contract work. The Contracting Officer must review the proposed classification and rate and promptly submit the completed SF 1444 (which must include information regarding the agreement or disagreement of the employees' authorized representatives or the employees themselves together with the agency recommendation), and all pertinent information to the Wage and Hour *Division, U.S.* Department of Labor. The Wage and Hour Division will approve, modify, or disapprove the action or render a final determination in the event of disagreement within 30 days of receipt or will notify the Contracting Officer within 30 days of receipt that additional time is necessary.

(iii) The final determination of the conformance action by the Wage and Hour Division must be transmitted to the Contracting Officer who must promptly notify the Contractor of the action taken. Each affected employee must be furnished by the Contractor with a written copy of such determination or it must be posted as a part of the wage determination.

(iv) (A) The process of establishing wage and fringe benefit rates that bear a reasonable relationship to those listed in a wage determination cannot be reduced to any single formula. The approach used may vary from wage determination to wage determination depending on the circumstances. Standard wage and salary administration practices which rank various job classifications by pay grade pursuant to point schemes or other job factors may, for example, be relied upon. Guidance may also be obtained from the way different jobs are rated under Federal pay systems (Federal Wage Board Pay System and the General Schedule) or from other wage determinations issued in the same locality. Basic to the establishment of any conformable wage rate(s) is the concept that a pay relationship should be maintained between job classifications based on the skill required and the duties performed.

(B) In the case of a contract modification, an exercise of an option, or extension of an existing contract, or in any other case where a Contractor succeeds a contract under which the classification in question was previously conformed pursuant to paragraph (c) of this clause, a new conformed wage rate and fringe benefits may be assigned to the conformed classification by indexing (*i.e.*, adjusting) the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used on the contract which are listed in the current wage determination, and those specified for the corresponding classifications in the previously applicable wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of contract work by the unlisted class of employees, the Contractor must advise the Contracting Officer of the action taken but the other procedures in subdivision (c)(2)(ii) of this clause need not be followed.

(C) No employee engaged in performing work on this contract must in any event be paid less than the currently applicable minimum wage specified under section 6(a)(1) of the Fair Labor Standards Act of1938, as amended.

(v) The wage rate and fringe benefits finally determined under this subparagraph (c)(2) of this clause must be paid to all employees performing in the classification from the first day on which contract work is performed by them in the classification. Failure to pay the unlisted employees the compensation agreed upon by the interested parties and/or finally determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Service Contract Labor Standards statute and this contract.

(vi) Upon discovery of failure to comply with subparagraph (c)(2) of this clause, the Wage and Hour Division must make a final determination of conformed classification, wage rate, and/or fringe benefits which must be retroactive to the date such class or classes of employees commenced contract work.

(3) *Adjustment of compensation*. If the term of this contract is more than 1 year, the minimum monetary wages and fringe benefits required to be paid or furnished thereunder to service employees under this contract must be subject to adjustment after 1 year and not less often than once every 2 years, under wage determinations issued by the Wage and Hour Division.

(d) *Obligation to furnish fringe benefits*. The Contractor or subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment or determined under subparagraph (c)(2) of this clause by furnishing equivalent combinations of bona fide fringe benefits, or by making equivalent or differential cash payments, only in accordance with Subpart D of 29 CFR Part 4.

(e) *Minimum wage*. In the absence of a minimum wage attachment for this contract, neither the Contractor nor any subcontractor under this contract shall pay any person performing work under this contract (regardless of whether the person is a service employee) less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of1938. Nothing in this clause shall relieve the Contractor or any subcontractor of any other obligation under law or contract for payment of a higher wage to any employee.

(f) *Successor contracts*. If this contract succeeds a contract subject to the Service Contract Labor Standards statute under which substantially the same services were furnished in the same locality and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, in the absence of the minimum wage attachment for this contract setting forth such collectively bargained wage rates and fringe benefits, neither the Contractor nor any subcontractor under this contract shall pay any service employee performing any of the contract work (regardless of whether or not such employee was employed under the predecessor contract), less than the wages and fringe benefits provided for in such collective bargaining agreement, to which such employee would have been entitled if employed under the predecessor contract, including accrued wages and fringe benefits and any prospective increases in wages and fringe benefits provided for under such agreement. No Contractor or subcontractor under this contract may be relieved of the foregoing obligation unless the limitations of 29 CFR 4.1 b(b) apply or unless the Secretary of Labor or the Secretary's authorized representative finds, after a hearing as provided in 29 CFR 4.10 that the wages and/or fringe benefits provided for in such agreement are substantially at variance with those which prevail for services of a character similar in the locality, or determines, as provided in 29 CFR 4.11, that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and/or 4.11 and parts 6 and 8 that some or all of the wages and/or fringe benefits contained in a predecessor Contractor's collective bargaining agreement are substantially at variance with those which prevail for services of a character similar in the locality, and/or that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination must be made part of the contract or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Administrative Review Board, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a contract or subcontract (53 Comp. Gen. 401 (1973)). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination must be effective as of the date of the final administrative decision.

(g) Notification to employees. The Contractor and any subcontractor under this contract must notify each service employee commencing work on this contract of the minimum monetary wage and any fringe benefits required to be paid pursuant to this contract, or must post the wage determination attached to this contract. The poster provided by the Department of Labor (Publication WH 1313) must be posted in a prominent and accessible place at the worksite. Failure to comply with this requirement is a violation of 41 U.S.C. 6703 and of this contract.

(h) *Safe and sanitary working conditions*. The Contractor or subcontractor must not permit any part of the services called for by this contract to be performed in buildings or surroundings or under working conditions provided by or under the control or supervision of the Contractor or subcontractor which are unsanitary, hazardous, or dangerous to the health or safety of the service employees. The Contractor or subcontractor must comply with the safety and health standards applied under 29 CFR Part 1925.

(i) *Records*. (1) The Contractor and each subcontractor performing work subject to the Service Contract Labor Standards statute must make and maintain for 3 years from the completion of the work, and make them available for inspection and transcription by authorized representatives of the Wage and Hour *Division, a* record of the following:

(i) For each employee subject to the Service Contract Labor Standards statute-

(A) Name and address and social security number;
(B) Correct work classification or classifications, rate or rates of monetary wages paid and fringe benefits provided, rate or rates of payments in lieu of fringe benefits, and total daily and weekly compensation;
(C) Daily and weekly hours worked by each employee; and
(D) Any deductions, rebates, or refunds from the total daily or weekly compensation of each employee.

(ii) For those classes of service employees not included in any wage determination attached to this contract, wage rates or fringe benefits determined by the interested parties or by the Administrator or authorized representative under the terms of paragraph (c) of this clause. A copy of the report required by subdivision (c)(2)(ii) of this clause will fulfill this requirement.
(iii) Any list of the predecessor Contractor's employees which had been furnished to the Contractor as prescribed by paragraph (n) of this clause.

(2) The Contractor must also make available a copy of this contract for inspection or transcription by authorized representatives of the Wage and Hour Division.
(3) Failure to make and maintain or to make available these records for inspection and transcription shall be a violation of the regulations and this contract, and in the case of failure to produce these records, the Contracting Officer, upon direction of the Department of Labor and notification to the Contractor, must take action to cause suspension of any further payment or advance of funds until the violation ceases.
(4) The Contractor must permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

(j) *Pay periods*. The Contractor must unconditionally pay to each employee subject to the Service Contract Labor Standards statute all wages due free and clear and without subsequent deduction (except as otherwise provided by law or regulations, 29 CFR Part 4), rebate, or kickback on any account. These payments must be made no later than one pay period following the end of the regular pay period in which the wages were earned or accrued. A pay period under this statute may not be of any duration longer than semi-monthly.
(k) *Withholding of payments and termination of contract*. The Contracting Officer must withhold or cause to be withheld from the Government Prime Contractor under this or any other Government contract with the Prime Contractor such sums as an appropriate official of the Department of Labor requests or such sums as the Contracting Officer decides may be necessary to pay underpaid employees employed by the Contractor or subcontractor. In the event of failure to pay any employees subject to the Service Contract Labor Standards statute all or part of the wages or fringe benefits due under the Service Contract Labor Standards statute, the Contracting Officer may, after authorization or by direction of the Department of Labor and written notification to the Contractor, take action to cause suspension of any further payment or advance of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the Contractor in default with any additional cost.
(l) *Subcontracts*. The Contractor agrees to insert this clause in all subcontracts subject to the Service Contract Labor Standards statute.
(m) *Collective bargaining agreements applicable to service employees*. If wages to be paid or fringe benefits to be furnished any service employees employed by the Government Prime Contractor or any subcontractor under the contract are provided for in a collective bargaining agreement which is or will be effective during any period in which the contract is being performed, the Government Prime Contractor must report such fact to the Contracting Officer, together with full information as to the application and accrual of such wages and fringe benefits, including any prospective increases, to service employees engaged in work on the contract, and a copy of the collective bargaining agreement. Such report must be made upon commencing performance of the contract, in the case of collective bargaining agreements effective at such time, and in the case of such agreements or provisions or amendments thereof effective at a later time during the period of contract performance such agreements must be reported promptly after negotiation thereof.
(n) *Seniority list*. Not less than 10 days prior to completion of any contract being performed at a Federal facility where service employees may be retained in the performance of the succeeding contract and subject to a wage determination which contains vacation or other benefit provisions based upon length of service with a Contractor (predecessor) or successor (29 CFR 4.173), the incumbent Prime Contractor must furnish the Contracting Officer a certified list of the names of all service employees on the Contractor's or subcontractor's payroll during the last month of contract performance. Such list must also contain anniversary dates of employment on the contract either with the current or predecessor Contractors of each such service employee. The Contracting Officer must turn over such list to the successor Contractor at the commencement of the succeeding contract.
(o) *Rulings and interpretations*. Rulings and interpretations of the Service Contract Labor Standards statute are contained in Regulations, 29 CFR Part 4.
(p) *Contractor's Representation*. (1) By entering into this contract, the Contractor (and officials thereof) represents that neither it nor any person or firm who has a substantial interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed under 41 U.S.C. 6706.

(2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract under 41 U.S.C. 6706.

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(q) *Variations, tolerances, and exemptions involving employment.* Notwithstanding any of the provisions in paragraphs (b) through (o) of this clause, the following employees may be employed in accordance with the following variations, tolerances, and exemptions, which the Secretary of Labor, pursuant to 41 U.S.C. 6707 prior to its amendment by Pub.L.92-473, found to be necessary and proper in the public interest or to avoid serious impairment of the conduct of Government business:

(1) Apprentices, student-learners, and workers whose earning capacity is impaired by age, physical or mental deficiency, or injury may be employed at wages lower than the minimum wages otherwise required by 41 U.S.C. 6703(1) without diminishing any fringe benefits or cash payments in lieu thereof required under 41 U.S.C. 6703(2), in accordance with the conditions and procedures prescribed for the employment of apprentices, student-learners, persons with disabilities, and disabled clients of work centers under section 14 of the Fair Labor Standards Act of 1938, in the regulations issued by the Administrator (29 CFR parts 520, 521, 524, and 525).

(2) The Administrator will issue certificates under the statute for the employment of apprentices, student-learners, persons with disabilities, or disabled clients of work centers not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two statutes, authorizing appropriate rates of minimum wages (but without changing requirements concerning fringe benefits or supplementary cash payments in lieu thereof), applying procedures prescribed by the applicable regulations issued under the Fair Labor Standards Act of 1938 (29 CFR parts 520, 521, 524, and 525).

(3) The Administrator will also withdraw, annul, or cancel such certificates in accordance with the regulations in 29 CFR parts 525 and 528.

(r) *Apprentices*. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed and individually registered in a bona fide apprenticeship program registered with a State Apprenticeship Agency which is recognized by the U.S. Department of Labor, or if no such recognized agency exists in a State, under a program registered with the Office of Apprenticeship and Training, Employer, and Labor Services (OATELS), U.S. Department of Labor. Any employee who is not registered as an apprentice in an approved program must be paid the wage rate and fringe benefits contained in the applicable wage determination for the journeyman classification of work actually performed. The wage rates paid apprentices must not be less than the wage rate for their level of progress set forth in the registered program, expressed as the appropriate percentage of the journeyman's rate contained in the applicable wage determination. The allowable ratio of apprentices to journeymen employed on the contract work in any craft classification must not be greater than the ratio permitted to the Contractor as to his entire work force under the registered program.

(s) *Tips*. An employee engaged in an occupation in which the employee customarily and regularly receives more than $30 a month in tips may have the amount of these tips credited by the employer against the minimum wage required by 41 U.S.C. 6703(1), in accordance with section 3(m) of the Fair Labor Standards Act and Regulations, 29 CFR Part 531. However, the amount of credit must not exceed $1.34 per hour beginning January 1,1981. To use this provision-

(1) The employer must inform tipped employees about this tip credit allowance before the credit is utilized;

(2) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received);

(3) The employer must be able to show by records that the employee receives at least the applicable Service Contract Labor Standards minimum wage through the combination of direct wages and tip credit; and

(4) The use of such tip credit must have been permitted under any predecessor collective bargaining agreement applicable by virtue of 41 U.S.C. 6707(c).

(t) *Disputes concerning labor standards*. The U.S. Department of Labor has set forth in 29 CFR parts 4, 6, and 8 procedures for resolving disputes concerning labor standards requirements. Such disputes must be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(End of clause)

52.225-13 - Restrictions on Certain Foreign Purchases (Feb 2021)

(a) Except as authorized by the Office of Foreign Assets Control (OFAC) in the Department of the Treasury, the Contractor shall not acquire, for use in the performance of this contract, any supplies or services if any proclamation, Executive order, or statute administered by OFAC, or if OFAC's implementing regulations at 31 CFR Chapter V, would prohibit such a transaction by a person subject to the jurisdiction of the United States.

(b) Except as authorized by OFAC, most transactions involving Cuba, Iran, and Sudan are prohibited, as are most imports from Burma or North Korea, into the United States or its outlying areas. Lists of entities and individuals subject to economic sanctions are included in OFAC's List of Specially Designated Nationals and Blocked Persons at *https://home.treasury.gov/policy-issues/financial-sanctions/speciallydesignated-nationals-and-blockedpersons-list-sdn-human-readable-lists*. More information about these restrictions, as well as updates, is available in the OFAC's regulations at 31 CFR Chapter V and/or on OFAC's website at *https://home.treasury.gov/policyissues/office-of-foreign-assets-controlsanctions-programs-and-information*.

(c) The Contractor shall insert this clause, including this paragraph (c), in all subcontracts.

(End of clause)

52.244-6 - Subcontracts for Commercial Products and Commercial Services (DEVIATION JAN 2026)

(a) *Definitions.* As used in this clause—
Commercial product, commercial service and nondevelopmental item have the meanings contained in Federal Acquisition Regulation (FAR) 2.101.
Subcontract has the meaning at FAR 44.401
(b) *Requirements*.
(1) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial products, commercial services, or non-developmental items as components of items to be supplied under this contract.
(2) If a clause in the following table is included in the contract, the Contractor shall insert the clause in subcontracts for commercial products or commercial services and must flow down the requirements of the clause to subcontracts as indicated in the specific clause:

Number	Title	Date
52.203-13	Contractor Code of Business Ethics and Conduct	NOV 2021
52.203-17	Contractor Employee Whistleblower Rights	NOV 2023
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	JAN 2017
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.219-8 *	Utilization of Small Business Concerns	JAN 2025
52.222-35	Equal Opportunity for Veterans	JUN 2020
52.222-36	Equal Opportunity for Workers with Disabilities	JUN 2020
52.222-37	Employment Reports on Veterans	JUN 2020
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010
52.222-41	Service Contract Labor Standards	AUG 2018
52.222-50	Combating Trafficking in Persons	NOV 2021
52.222-50 with Alt I	Combating Trafficking in Persons, with its Alternate I	MAR 2015
52.222-51	Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements	MAY 2014
52.222-53	Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements	MAY 2014
52.222-54	Employment Eligibility Verification	JAN 2025
52.222-62	Paid Sick Leave Under Executive Order 13706	JAN 2022
52.224-3	Privacy Training	JAN 2017
52.224-3 with Alt I	Privacy Training, with Alternate I	JAN 2017

52.225-26	Contractors Performing Private Security Functions Outside the United States	OCT 2016
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	MAR 2023
52.240-91	Security Prohibitions and Exclusions	DATE
52.240-91 with Alt I	Security Prohibitions and Exclusions, with its Alternate I	DATE
52.240-92	Security Requirements	DATE
52.240-92 with Alt II	Security Requirements, with its Alternate II	DATE
52.247-64	Preference for Privately Owned U.S.-Flag Commercial Vessels	NOV 2021

* Include only if the subcontract offers further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.109(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(c) *Subcontracts*. The Contractor shall include the terms of this clause, including this paragraph (c), in subcontracts awarded under this contract.

(End of clause)

52.245-2 - Government Property Installation Operation Services (Apr 2012)

(a) This Government Property listed in paragraph (e) of this clause is furnished to the Contractor in an "as-is, where is" condition. The Government makes no warranty regarding the suitability for use of the Government property specified in this contract. The Contractor shall be afforded the opportunity to inspect the Government property as specified in the solicitation.

(b) The Government bears no responsibility for repair or replacement of any lost Government property. If any or all of the Government property is lost or becomes no longer usable, the Contractor shall be responsible for replacement of the property at Contractor expense. The Contractor shall have title to all replacement property and shall continue to be responsible for contract performance.

(c) Unless the Contracting Officer determines otherwise, the Government abandons all rights and title to unserviceable and scrap property resulting from contract performance. Upon notification to the Contracting Officer, the Contractor shall remove such property from the Government premises and dispose of it at Contractor expense.

(d) Except as provided in this clause, Government property furnished under this contract shall be governed by the Government Property clause of this contract.

(e) Government property provided under this clause:

ILMS Transportation Module
ILMS Login tokens

(End of clause)

52.247-23 - Contractor Liability for Loss of and/or Damage to Household Goods (DEVIATION)

CONTRACTOR LIABILITY FOR LOSS OF AND/OR DAMAGE TO HOUSEHOLD GOODS (DEVIATION) (MAR 2014)

(a) Except when loss and/or damage arise out of causes beyond the control and without the fault or negligence of the Contractor, the Contractor shall be liable to the owner for the loss of and/or damage to any article while being-

(1) Packed, picked up, loaded, transported, delivered, unloaded, or unpacked;

(2) Stored in transit; or

(3) Serviced (appliances, etc.) by a third person hired by the Contractor to perform the servicing.

(b) The Contractor shall be liable for loss and/or damage discovered by the owner if written notice of such loss and/or damage is dispatched to the Contractor not later than 75 days following the date of delivery.

(c) The Contractor shall indemnify the owner of the goods at a rate of $8.50 per pound (or metric equivalent in local currency) based on the total net weight.

(End of clause)

652.204-70 - DEPARTMENT OF STATE PERSONAL IDENTIFICATION CARD POLICY AND PROCEDURES (JAN 2026)

(a) The Contractor shall comply with the Department of State (DOS) Personal Identification Card Issuance Procedures for all employees performing under this contract who require frequent and continuing access to DOS facilities, or information systems. The Contractor shall insert this clause in all subcontracts when the subcontractor's employees will require frequent and continuing access to DOS facilities, or information systems.
(b) The DOS Personal Identification Card Issuance Procedures may be accessed at http://www.state.gov/m/ds/rls/rpt/c21664.htm .

(End of Clause)

652.225-71 - SECTION 8(a) OF THE EXPORT ADMINISTRATION ACT OF 1979, AS AMENDED (AUG 1999)

(a) Section 8(a) of the U.S. Export Administration Act of 1979, as amended (50 U.S.C. 2407(a)), prohibits compliance by U.S. persons with any boycott fostered by a foreign country against a country which is friendly to the United States and which is not itself the object of any form of boycott pursuant to United States law or regulation. The Boycott of Israel by Arab League countries is such a boycott, and therefore, the following actions, if taken with intent to comply with, further, or support the Arab League Boycott of Israel, are prohibited activities under the Export Administration Act:
(1) Refusing, or requiring any U.S. person to refuse to do business with or in Israel, with any Israeli concern, or with any national or resident of Israel, or with any other person, pursuant to an agreement of, or a request from or on behalf of a boycotting country;
(2) Refusing, or requiring any U.S. person to refuse to employ or otherwise discriminating against any person on the basis of race, religion, sex, or national origin of that person or of any owner, officer, director, or employee of such person;
(3) Furnishing information with respect to the race, religion, or national origin of any U.S. person or of any owner, officer, director, or employee of such U.S. person;
(4) Furnishing information about whether any person has, has had, or proposes to have any business relationship (including a relationship by way of sale, purchase, legal or commercial representation, shipping or other transport, insurance, investment, or supply) with or in the State of Israel, with any business concern organized under the laws of the State of Israel, with any Israeli national or resident, or with any person which is known or believed to be restricted from having any business relationship with or in Israel;
(5) Furnishing information about whether any person is a member of, has made contributions to, or is otherwise associated with or involved in the activities of any charitable or fraternal organization which supports the State of Israel; and,

(6) Paying, honoring, confirming, or otherwise implementing letter of credit which contains any condition or requirement against doing business with the State of Israel.
(b) Under Section 8(a), the following types of activities are not forbidden compliance with the boycott , and are therefore exempted from Section 8(a)'s prohibitions listed in paragraphs (a)(1) through (6) above:
(1) Complying or agreeing to comply with requirements:
(i) Prohibiting the import of goods or services from Israel or goods produced or services provided by any business concern organized under the laws of Israel or by nationals or residents of Israel; or,
(ii) Prohibiting the shipment of goods to Israel on a carrier of Israel, or by a route other than that prescribed by the boycotting country or the recipient of the shipment;
(2) Complying or agreeing to comply with import and shipping document requirements with respect to the country of origin, the name of the carrier and route of shipment, the name of the supplier of the shipment or the name of the provider of other services, except that no information knowingly furnished or conveyed in response to such requirements may be stated in negative, blacklisting, or similar exclusionary terms, other than with respect to carriers or route of shipments as may be permitted by such regulations in order to comply with precautionary requirements protecting against war risks and confiscation;
(3) Complying or agreeing to comply in the normal course of business with the unilateral and specific selection by a boycotting country, or national or resident thereof, of carriers, insurance, suppliers of services to be performed within the boycotting country or specific goods which, in the normal course of business, are identifiable by source when imported into the boycotting country;
(4) Complying or agreeing to comply with the export requirements of the boycotting country relating to shipments or transshipments of exports to Israel, to any business concern of or organized under the laws of Israel, or to any national or resident of Israel;
(5) Compliance by an individual or agreement by an individual to comply with the immigration or passport requirements of any country with respect to such individual or any member of such individual's family or with requests for information regarding requirements of employment of such individual within the boycotting country; and,
(6) Compliance by a U.S. person resident in a foreign country or agreement by such person to comply with the laws of that country with respect to his or her activities exclusively therein, and such regulations may contain exceptions for such resident complying with the laws or regulations of that foreign country governing imports into such country of trademarked, trade named, or similarly specifically identifiable products, or components of products for his or her own use, including the performance of contractual services within that country, as may be defined by such regulations.
(End of clause)

652.237-72 - OBSERVANCE OF LEGAL HOLIDAYS AND ADMINISTRATIVE LEAVE (FEB 2015)

(a) The Department of State observes the following days as holidays:

New Year’s Day
Martin Luther King’s Birthday
Washington’s Birthday
Memorial Day
Juneteenth
Independence Day
Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
Christmas Day

Any other day designated by Federal law, Executive Order, or Presidential Proclamation.

(b) When New Year’s Day, Independence Day, Veterans Day or Christmas Day falls on a Sunday, the following Monday is observed; if it falls on Saturday the preceding Friday is observed. Observance of such days by Government personnel shall not be cause for additional period of performance or entitlement to compensation except as set forth in the contract. If the contractor’s personnel work on a holiday, no form of holiday or other premium compensation will be reimbursed either as a direct or indirect cost, unless authorized pursuant to an overtime clause elsewhere in this contract.

(c) When the Department of State grants administrative leave to its Government employees, assigned contractor personnel in Government facilities shall also be dismissed. However, the contractor agrees to continue to provide sufficient personnel to perform round-the-clock requirements of critical tasks already in operation or scheduled, and shall be guided by the instructions issued by the contracting officer or his/her duly authorized representative.

(d) For fixed-price contracts, if services are not required or provided because the building is closed due to inclement weather, unanticipated holidays declared by the President, failure of Congress to appropriate funds, or similar reasons, deductions will be computed as follows:

(1) The deduction rate in dollars per day will be equal to the per month contract price divided by 21 days per month.

(2) The deduction rate in dollars per day will be multiplied by the number of days services are not required or provided.

If services are provided for portions of days, appropriate adjustment will be made by the contracting officer to ensure that the contractor is compensated for services provided.

(e) If administrative leave is granted to contractor personnel as a result of conditions stipulated in any “Excusable Delays” clause of this contract, it will be without loss to the contractor. The cost of salaries and wages to the contractor for the period of any such excused absence shall be a reimbursable item of direct cost hereunder for employees whose regular time is normally charged, and a reimbursable item of indirect cost for employees whose time is normally charged indirectly in accordance with the contractors accounting policy.
(End of clause)

J 001 - List of Attachments

TITLE DATE PAGES
ATTACHMENT A Receiving Report- To be provided after award
ATTACHMENT B Section B Pricing- CLIN Rates and Descriptions
ATTACHMENT C CRP Receipt Process
ATTACHMENT D Load MANIFEST- To be provided after award
ATTACHMENT E Work Order- To be provided after award
ATTACHMENT F 7.1 Cubic Meter Lift Van
ATTACHMENT G 6.65 Cubic Meter Lift Van
ATTACHMENT H 6.1 Cubic Meter Lift Van
ATTACHMENT I 5.8 Cubic Meter Lift Van
ATTACHMENT J 4.75 Cubic Meter Lift Van
ATTACHMENT K 2.9 Cubic Meter Lift Van
ATTACHMENT L 2.4 Cubic Meter Lift Van
ATTACHMENT M 1.5 Cubic Meter Lift Van
ATTACHMENT N CO3 Air Container
ATTACHMENT O Disclosure of Lobbying Activities SF LLL
ATTACHMENT P Continuation Sheet SF LLL-A
ATTACHMENT Q U.S. Bank Trading Partner Agreement
ATTACHMENT R Reserved
ATTACHMENT S Reserved
ATTACHMENT T Department of Labor Wage Determination 2015-5535 Rev 28
ATTACHMENT U Performance AQL Deductions
ATTACHMENT V Moderate Risk Public Trust (MRPT) Procedures
ATTACHMENT W CRP Receipt Label
ATTACHMENT X CRP Seattle Receipt Data 2015-2025
ATTACHMENT Y Business Management Questionnaire
ATTACHMENT Z Past Performance Questionnaire

52.204-8 - Annual Representations and Certifications (Mar 2026)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 493110 [insert NAICS code].

(2) The small business size standard is _____ [insert size standard].

(3) The small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519, if the acquisition--

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

(ii) Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or

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

(b) (1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at 52.204-7, System for Award Management, is not included in this solicitation, and the Offeror has an active registration in the System for Award Management (SAM), the Offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The Offeror shall indicate which option applies by checking one of the following boxes:

__ (i) Paragraph (d) applies.

__ (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c) (1) The following representations or certifications in SAM are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless--

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed $200,000.

(iii) 52.203-18, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation. This provision applies to all solicitations.

(iv) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.

(v) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that--

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(vi) 52.204-26, Covered Telecommunications Equipment or Services--Representation. This provision applies to all solicitations.

(vii) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations--Representation.

(viii) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(ix) 52.209-11, Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.

(x) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(xi) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(xii) 52.219-1, Small Business Program Representations (Basic, Alternates I, and II). This provision applies to solicitations when the contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii).

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(C) The provision with its Alternate II applies to solicitations that will result in a multiple-award contract with more than one NAICS code assigned.

(xiii) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii).

(xiv) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xv) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xvi) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial products or commercial services.

(xvii) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of biobased products in USDA-designated product categories; or include the clause at 52.223-2, Reporting of Biobased Products Under Service and Construction Contracts.

(xviii) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.

(xix) 52.223-22, Public Disclosure of Greenhouse Gas Emissions and Reduction Goals-Representation. This provision applies to solicitations that include the provision at 52.204-7.

(xx) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xxi) 52.225-4, Buy American-Free Trade Agreements-Israeli Trade Act Certificate. (Basic, Alternates II and III.) This provision applies to solicitations containing the clause at 52.225-3.

(A) If the acquisition value is less than $50,000, the basic provision applies.

(B) If the acquisition value is $50,000 or more but is less than $100,000, the provision with its Alternate II applies.

(C) If the acquisition value is $100,000 or more but is less than $105,767, the provision with its Alternate III applies.

(xxii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xxiii) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan--Certification. This provision applies to all solicitations.

(xxiv) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. This provision applies to all solicitations.

(xxv) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

(2) The following representations or certifications are applicable as indicated by the Contracting Officer:
[*Contracting Officer check as appropriate.*]

__ (i) 52.204-17, Ownership or Control of Offeror.

__ (ii) 52.204-20, Predecessor of Offeror.

__ (iii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

__ (iv) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Certification.

__ (v) 52.222-52, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Certification.

__ (vi) 52.227-6, Royalty Information.

__ (A) Basic.

__ (B) Alternate I.

__ (vii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically in SAM website accessed through *https://www.sam.gov*. After reviewing the SAM information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [*offeror to insert changes, identifying change by clause number, title, date*]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause #	Title	Date	Change
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

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

(End of provision)

52.204-24 - Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Nov 2021)

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

services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

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

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

(b) *Prohibition*.

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

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

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

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

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

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

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

(d) *Representations*. The Offeror represents that--

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

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

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

(e) *Disclosures*.

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

(i) For covered equipment--

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

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

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

(ii) For covered services--

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

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

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

(i) For covered equipment--

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

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

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

(ii) For covered services--

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

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

(End of provision)

652.225-70 - Arab League Boycott of Israel

(a) Definitions.
As used in this provision:
'Foreign person' means any person other than a United States person as defined below.
'United States person' means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as provided under the Export Administration Act of 1979, as amended.
(b) Certification.
By submitting this offer, the offeror certifies that it is not:
(1) Taking or knowingly agreeing to take any action, with respect to the boycott of Israel by Arab League countries, which Section 8(a) of the Export Administration Act of 1979, as amended (50 U.S.C. 2407(a)) prohibits a United States person from taking; or,
(2) Discriminating in the award of subcontracts on the basis of religion.
(End of provision)

K 001 - ORGANIZATIONAL CONFLICT OF INTEREST CERTIFICATION AND DISCLOSURE (02/96)

(a) The Offeror certifies, to the best of its knowledge and belief, that it ¨ is, ¨ is not aware of any information bearing on the existence of any potential organizational conflict of interest, as defined in FAR 9.501, which relates to the work to be performed pursuant to this solicitation. As used herein, "Offeror" means the proposer or any of its affiliates or proposed consultants or subcontractors of any tier.
(b) If the Offeror is aware of any such information, the Offeror shall provide a disclosure statement as part of its proposal which describes in a concise manner all relevant facts concerning any past, present, or planned interest (financial, contractual, organizational, or otherwise) relating to the work to be performed hereunder and bearing on whether the Offeror may have a potential organizational conflict of interest with respect to (1) being able to render impartial, technically sound, and objective assistance or advice, or (2) being given an unfair competitive advantage. The Offeror may also provide relevant facts that show how its organizational structure and/or management systems limit its knowledge of possible organizational conflicts of interest relating to other divisions or sections of the organization and how that structure or system would avoid or mitigate such organizational conflict.
(c) The Government will review the statement submitted and may require additional relevant information from the Offeror. All such information, and any other relevant information known to the Government, will be used to determine whether an award to the Offeror may create an organizational conflict of interest. If an organizational conflict of interest is found to exist, the Government may (1) impose appropriate conditions which avoid such conflict, (2) disqualify the Offeror, or (3) determine that it is otherwise in the best interest of the United States to contract with the Offeror by including appropriate conditions mitigating such conflict in the resultant contract.
(d) Offerors should refer to FAR Subpart 9.5 for policies and procedures for avoiding, neutralizing, or mitigating organizational conflicts of interest.
(e) If the Contracting Officer determines that a potential conflict exists, the prospective Contractor shall not receive an award unless the conflict can be avoided or otherwise resolved through the inclusion of a special contract clause or other appropriate means. The terms of any special clause are subject to negotiation.
CERTIFICATION (05/95)
I hereby certify that the responses to the above representations, certifications, and other statements are accurate and complete.
Signature: _____
Typed Name: _____
Title: _____
Date: _____

K 002 - SERVICE CONTRACT ACT - CORRELATION OF THE LABOR CATEGORIES (11/96)

The Offeror of the company shall identify in the following table its correlation of the proposed labor categories with classes of service employees included in the Department of Labor (DOL) Wage Determination attached to this solicitation. If the Offeror determines any of the prooposed labor categories to be exempt from the Service Contract Act, the Offeror shall state the basis for the exemption. The Offeror shall also identify any non-exempt labor categories which are not included in the attached Wage Determination for which the comformance procedures contained in FAR 52.222-41 "SERVICE CONTRACT ACT of 1965, AS AMENDED", may apply.

Proposed Labor Category	DOL Class of Service Employee

_____ _____

_____ _____

_____ _____

52.204-6 - Unique Entity Identifier (Oct 2016)

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

"Electronic Funds Transfer (EFT) indicator" means a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the commercial, nonprofit, or Government entity to establish additional System for Award Management records for identifying alternative EFT accounts (see subpart 32.11) for the same entity.

"Unique entity identifier" means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See *www.sam.gov* for the designated entity for establishing unique entity identifiers.

(b) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "Unique Entity Identifier" followed by the unique entity identifier that identifies the Offeror's name and address exactly as stated in the offer. The Offeror also shall enter its EFT indicator, if applicable.

(c) If the Offeror does not have a unique entity identifier, it should contact the entity designated at *www.sam.gov* for establishment of the unique entity identifier directly to obtain one. The Offeror should be prepared to provide the following information:

(1) Company legal business name.

(2) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(3) Company physical street address, city, state and Zip Code.

(4) Company mailing address, city, state and Zip Code (if separate from physical).

(5) Company telephone number.

(6) Date the company was started.

(7) Number of employees at your location.

(8) Chief executive officer/key manager.

(9) Line of business (industry).

(10) Company headquarters name and address (reporting relationship within your entity).

(End of provision)

52.211-1 - Availability of Specifications Listed in the GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29 (Sep 2023)

(a) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of Federal specifications, standards, and product descriptions can be downloaded from the ASSIST website at *https://assist.dla.mil*.

(b) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained from the ASSIST website identified in paragraph (a) of this provision.

(End of provision)

52.212-1 - Instructions to Offerors-Commercial Products and Commercial Services (DEVIATION JAN 2026)

(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)

52.216-1 - Type of Contract (DEVIATION FEB 2026)

The Government contemplates award of a _____ [Contracting Officer insert specific type of contract] contract resulting from this solicitation.

(End of provision)

52.247-6 - Financial Statement (Apr 1984)

The offeror shall, upon request, promptly furnish the Government with a current certified statement of the offeror's financial condition and such data as the Government may request with respect to the offeror's operations. The Government will use this information to determine the offeror's financial responsibility and ability to perform under the contract. Failure of an offeror to comply with a request for information will subject the offer to possible rejection on responsibility grounds.

(End of clause)

652.206-70 - ADVOCATE FOR COMPETITION/OMBUDSMAN (JUN 2025) (DEVIATION)

(a) The Department of State's Advocate for Competition is responsible for assisting industry in removing restrictive requirements from Department of State solicitations and removing barriers to full and open competition and use of commercial items. If such a solicitation is considered competitively restrictive or does not appear properly conducive to competition and commercial practices, potential offerors are encouraged first to contact the contracting office for the solicitation. If concerns remain unresolved, contact:

(1) For solicitations issued by the Office of Acquisition Management (A/LM/AQM) or a Regional Procurement Support Office, the A/LM/AQM Advocate for Competition, at AQMCompetitionAdvocate@state.gov.

(2) For all others, the Department of State Advocate for Competition at cat@state.gov.

(b) The Department of State's Acquisition Ombudsman has been appointed to hear concerns from potential offerors and contractors during the pre-award and post-award phases of this acquisition. The role of the ombudsman is not to diminish the authority of the contracting officer, the Technical Evaluation Panel or Source Evaluation Board, or the selection official. The purpose of the ombudsman is to facilitate the communication of concerns, issues, disagreements, and recommendations of interested parties to the appropriate Government personnel, and work to resolve them. When requested and appropriate, the ombudsman will maintain strict confidentiality as to the source of the concern. The ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Interested parties are invited to contact the contracting activity ombudsman,[insert name], at [insert telephone and fax numbers]. For an American Embassy or overseas post, refer to the numbers below for the Department Acquisition Ombudsman. Concerns, issues, disagreements, and recommendations which cannot be resolved at a contracting activity level may be referred to the Department of State Acquisition Ombudsman at (703) 516-1680, by fax at (703) 875-6155 or write to: Department of State, Acquisition Ombudsman, Office of the Procurement Executive (A/OPE), Suite 603, SA-6, Washington, DC 20522-0602.

(End of provision)

L 000 - CONTRACT AWARD

The Government plans the award of an Indefinite Delivery, Indefinite Quantity contract resulting from this solicitation, with firm-fixed price contract line items. The contract is to contain one 1 year base period, and four 1 year option periods.

L 001 - INSTRUCTIONS TO OFFERORS

L.1 The Department intends to make one award to one offeror.

Award is to be made on a Best Value basis through the use of the trade-off process in accordance with FAR subpart 15.101.

L.2 Questions Regarding Solicitation

Prospective offerors should submit any questions regarding this solicitation in writing to the Contracting Officer, Sarah Cass at email CassSL@state.gov. Questions are to be received by 12:00pm EDT July 27, 2026, to ensure a timely response. Questions received after that date may not be answered prior to the date established for the receipt of proposals.

L.3 Performance Area

To receive consideration for award, all Offerors place of performance must be within a thirty (30) mile commute of the USPS office at 1102 A St., Tacoma, WA 98402

L.4 Pre-Award Survey

The Government will conduct a pre-award survey of Offeror's facilities. Determination shall be made by the Government as to whether the Offeror has adequate facilities and competent personnel to perform the required services under this Contract and to validate the information stated regarding the facilities proposed within the Offerors technical proposal. The proposal of all companies whose facilities are found to be inadequate to meet the requirements shall be rejected and found technically unacceptable.

L.5 Detailed Proposal Preparation Instructions

Offerors are expected to examine the entire solicitation document. Failure to do so will be at the offeror's own risk. Each offeror shall furnish the information required by the solicitation document. The Government will not pay any offeror for preparation of a proposal. Each proposal must be comprehensive enough to facilitate a thorough and timely evaluation by the Government. Proposals which are found to be a copy of the solicitation without detailed explanations of capabilities, and descriptions of how the offeror plans to perform required services, will be rejected.

Time, date, and place of proposal submission

Proposals must be emailed to the Contracting Officer, Sarah Cass, no later than 12:00 pm. Eastern Daylight Time (EDT) on August 19, 2027

In responding to this solicitation, the offerors are required to submit a maximum of two emails, in separate parts. Each email is to be no larger than 8MB. One email is to contain the offerors technical proposal, the other email is to contain the offerors price proposal with completed Attachments B provided in Microsoft Excel.

Offerors assume the full responsibility of ensuring that proposals are received complete and on time. Offerors are strongly encourage to submit their offers early and to not wait until the last minute prior to the proposal deadline. Waiting until the last minute to submit emails as large as 8 MB may overwhelm the Department's servers and be delayed in being received into the necessary email inboxes.

L.6 Proposal Presentation Information

Indexing

Proposals shall be clearly and concisely written as well as being neat, clearly labeled indexed (cross-indexed as appropriate), and logically assembled.

Page Size, Font Size, and Line Spacing

Proposals, should they be printed by the Department, are to be formatted to print on paper 8 1#2 by 11 inches. The margins shall not be smaller than one inch around the perimeter of each sheet of paper. Printing may be on one side only in Portrait style. If printing is on both sides of the paper, it will be counted as two (2) pages for page limitation purposes. Organizational structures, implementation schedules, and plans may be depicted in charts, graphs, or tables in Landscape style to provide clarity to the proposal. The font/type size shall not be less than 12 points with an exception for charts, graphs or tables, which shall not be less than 10 points. The Offeror shall single space all information, with the exception of charts, graphs and tables.

Identifiers

Each page may contain header or footer information identifying the solicitation number, volume number, page number, and total number of volume pages. Each volume shall contain a "Table of Contents" that identifies all sections covered within that volume. Volumes may be marked with the appropriate restrictive marking data.

L.7 Proposal Submission

In response to this solicitation, Offerors must submit each item listed below:

Volume I – Technical Proposal

Volume II – Price Proposal

The Technical Proposal shall address Factors 1, 2, 3, and 4 listed below while the Price Proposal shall address only pricing (factor details are contained in Sections L.8, L.9, and M of the solicitation).

Offerors are restricted to submitting one overall technical and one price proposal, such proposals are to apply to the technical requirements and pricing requirements. This proposal should contain the offeror's best technical solution and price. Submission of multiple/alternative proposals are not permitted and will not be evaluated. In addition, the Offeror need not repeat information within the same volume. Such information should be presented in detail in the one area of the volume where it contributes most critically to achieving the program's objectives. In other areas where discussion of the same information is necessary, the Offeror shall refer to the detailed discussion and identify its location within the volume. If the Offeror determines that the same or similar in- formation is required in separate volumes, that information shall be detailed in each volume.

Page Limitations

The maximum page limits for the required volumes are, as follows:

Volume I Technical Proposal Page Limit

TAB A – Business Management Questionnaire No limit

TAB B – Technical Proposal 60

Factor 1 - Facilities

Factor 2 – Management Control System

Factor 3 – Technical Experience

Factor 4 - Past Performance

Attachment Z Past Performance Questionnaires do not count towards page limit

Volume II Price Proposal

TAB A – Transmittal letter 2
TAB B – Representation, Certifications, Other Statement of Interest, Dun and Bradstreet report- No limit.
TAB C – Statement of exceptions and conditions No limit
TAB D – Pricing Proposal No limit

L.8 Proposal Content
The proposal should clearly present the capabilities of your firm, and personnel who are to be assigned to the work, and should clearly describe the proposed warehouse facility, operation, and experience of your firm and personnel as it relates to the contract requirements. The information submitted needs to be complete and detailed, describing clearly the relevant specialized experience, and professional competence that the firm and employees possess, as well as all relevant certifications.

The technical ratings for Technical Evaluation Factors 1, 2, and 3 are: Exceptional, Very Good, Satisfactory, and Unsatisfactory. In order for an offeror to be rated above Acceptable, they must describe how their services, facility, technical ability, and approach go above and beyond the minimum requirements for each factor.

VOLUME I - TECHNICAL PROPOSAL –

Factor 1 – Facilities: Reference to Section H 012**.** The offeror shall demonstrate aspects of the offeror's facilities and physical property features and how these relate to services required for handling of effects for movement into or out of storage. The offeror shall accommodate a pre-award site inspection to verify information in proposal.

A. Organization/Cleanliness of Facilities. The offeror shall describe the organization of the necessary facilities such as: storage, carpentry station, certified scales, staging areas, loading docks and lot space to accommodate multiple truck deliveries and their proximity to one another. Further, the offeror shall demonstrate how Department of State freight, storage, and HHE will not be co-mingled with other customer freight, shipments, and storage. And the regular cleaning routine of the facility.
B. Ownership/Access. The offeror shall describe how it has a continuing right to the use of the proposed facility for the duration for the contract (base year and option years, and extension clauses).
C. Construction/Carpenters Facilities. The offeror shall describe its facilities including warehouse(s), storage area(s), carpentry facility, to include construction materials, illumination and availability of appropriate tools and any amenities such as a covered dock to protect shipments from weather during loading/unloading, separate and adequate staging areas, loading and/or unloading areas, etc. The offeror shall have an on-site carpenter facility for the construction, maintenance or recouping of liftvans, storage, pallets and/or crates. The offeror shall have a qualified carpenter on staff. The offeror shall have tools appropriate to the carpentry tasks necessary for a contract of the size and complexity of this contract.
D. Security System/Fire Detection/Ventilation System. The offeror shall describe its existing security system and fire detection sprinkler systems and their features. Describe the degree to which they are established, posted and enforced procedures (including their level of detail) to follow for fire prevention, detection, reporting, and evacuation of the facility or in the event that security is breached and goods are stolen, damaged, or otherwise affected. Further, discuss established procedures (including their level of detail) to follow in the event the fire detection system activates, without cause, and potentially subject shipments to water damage.
E. Motor Equipment and Scales. The offeror shall describe its capability (indicate if by ownership or lease) to provide a motor equipment inventory to include forklifts, ramps, tools, levelers, delivery vehicles in adequate quantity and to perform the services required by this solicitation. The offeror must have approved scales and demonstrate biannual scale maintenance and certification by a certified weigh master.
F. Packing/Crating Materials. The offeror shall describe its inventory of commonly used packing/crating materials, and the availability of materials for packing/crating shipments.
G. Size and Location. The offeror shall describe its facility's racking and square footage space and whether or not the facility is subject to flooding. Further, indicate whether or not the facility shares common walls with other commercial entities and if the nature of these other entities adversely affects the security of DOS goods.

Factor 2 - Management Control System:
The offeror shall describe its Management Control System for assuring the quality of policies, procedures and controls for the performance of the requirements set forth in the solicitation.

A. Quality Control/Staff Training. The offeror shall describe extent to which it has established procedures for assuring quality control in the receipt, inspection, inventorying, consolidation, export packing, temporary storage, and related services connected with the forwarding/receiving of government supplies, household effects (HHE) and official/privately owned vehicles belonging to the US Government and/or US Government employees to include scheduling, pick-up, handling and processing (in or out), marking, placarding, maintaining and reporting information on effects/lots. The offeror shall describe the established procedures to cover situations when quality control is not met, and resolution. The offeror shall also describe: the minimum training provided to personnel prior to allowing them to perform contract related services; the types and extent of continued/advanced training provided to employees involved with handling contract related services; and the degree of refresher training provided to employees cited in this solicitation.

B. Contingency Plans/Monitoring Operations. The offeror shall describe its established procedures for: the identification of problems and the handling of emergency situations and discuss how such problems and procedures are resolved, such as internet outages, locator system outages, large volume deliveries, as well as maintaining a ready state during time of low volume of Department of State receipts and shipments.
C. Transportation Claims: The contractor is to describe its procedures for timely and successfully addressing and processing transportation claims to include the time for settlement of a freight damage, loss, or mis-shipment claim; to also include resolving claim with Government employees related to their HHE or POV.
D. Corporate Financial Capability. The contractor shall describe how they plan to maintain a financially stable and capable facility operation for the duration of this contract and beyond. The contractor shall describe the extent to which they plan to utilize any subcontracting. The contractor shall describe other government or commercial business and revenue related to the proposed facility, to state level of reliance on Department of State revenue and freight volume to maintain operations at the proposed facility.

Factor 3 – Technical Experience
The offeror shall describe the company's s technical ability and experience related to this contract effort.

A. Completion of services for outbound shipments of personal effects, supplies or equipment. The offeror shall describe how they will complete services of preparing personal effects, supplies or equipment for outbound shipments; procedures for export packing and/or palletization, blocking and bracing, of domestic personal effects, supplies or equipment in ISPM15 compliant cases/liftvans; procedures for loading domestic packed liftvans on/in the carrier's vehicle for export; procedures for delivery of domestically export packed liftvans/pallets to steamship piers/carrier's freight stations, transportation depots, and freight receiving stations. Further, the offeror shall describe procedures for stowing domestically export packed liftvans/pallets into steamship containers which the contractor shall pick-up from the ocean carrier's facility, including transporting steamship containers to contractor's warehouse, stowing export packed liftvans into containers, installing theft deterrent container seal(s) and delivering the stowed steamship container to a designated pier.
B. Completion of services for inbound shipments of personal effects, supplies or equipment. The offeror shall describe how they will complete services of receiving packed personal effects, supplies and equipment for inbound shipments. The offeror shall also describe procedures for how they will initiate and manage HAZMAT services for US Government supplies and other necessary freight.
C. Completion of services for outbound shipments of US Government owned and privately owned vehicles. The offeror shall describe how they will receive both US Government owned and privately owned vehicles to include how the procedures for loading a vehicle for export in/on a carrier's vehicle for export; procedures for delivery of vehicles to steamship piers/carrier's freight stations, transportation depots, and freight receiving stations. Further, the offeror shall describe procedures for stowing vehicles into steamship containers which the contractor shall pick-up from the ocean carrier's facility, including transporting steamship containers to contractor's warehouse, stowing vehicle into containers (to include blocking and bracing of vehicles using ISPM15 compliant wood), installing theft deterrent container seal(s) and delivering the stowed steamship container to a designated pier.
D. Completion of services for Remark/Re-band/Recoup/Storage/Receipt/Release of personal effects, official vehicles, privately owned vehicles, supplies or equipment for inbound and outbound shipments. The offeror shall describe how they will remark, reband, recoup wooden crates/liftvans along with the procedures for storage of inbound and outbound shipments that pertain to the requirements of this solicitation.
E. Locator System/WMS and Labeling of freight. The offeror shall describe how their Warehouse Management System and locator system allows for simplicity and ease of use, accurate inventory management, with limited risk of data error, downtime or non-use. See Section C002 C. Offeror shall demonstrate contingency plans and procedures for failures in locator/WMS system. Offeror shall also demonstrate that the locator system set-up and contingency plans and procedures are thorough and logical. Offeror shall describe their system of labeling freight/receipts once received.
F. Initial Set-Up. The offeror shall provide a plan which provides for timely and coordinated action for staffing and training, along with appropriate administrative support. Plan shall describe how the contractor's facility will be equipped and ready to receive and ship government freight within 30 days of notice of contract award.
G. Warehouse and Cross Dock Experience. The offeror shall describe its previous and current experience and success in: providing contract services of the size, scope and complexity of this solicitation; meeting or exceeding the experience necessary to provide qualified warehouse personnel, onsite carpentry services, and personnel experienced in: cross dock warehouse operations of receiving, loading, and shipping of freight of a diverse kind to include small packages, multiple box shipments, multi-pallet size, vehicles, and full container loads, to include specific blocking and bracing techniques and cargo protection. Additionally, the offeror is to describe their experience in providing drayage and delivery services in and around the Port of Seattle and Tacoma, WA.

Factor 4 – Past Performance: The Department of State will evaluate each offeror on its performance under existing or prior contracts for similar service. The Department of State will use past performance in making responsible determination and to assess the capabilities of the offeror in order to assure the selection of the proposal offering the greatest value to the Government. The Government may inquire into the past performance references of the offeror, and it's proposed significant affiliates, if any, as such performance relates to the solicitation requirements. Government will focus on information that demonstrates the quality of related contract performance.

The Department will use the offeror evaluation form: included in the Section J attachment Z to collect information as to the quality of past performance of the offeror, including significant subcontractors and/or affiliates. The Department will also review past performance information is CPARS as well as other relevant past performance information obtained.

The offeror shall select four (4) of its customers, for which it has performed for within the past five (5) years, and forward copies of the contractor evaluation form, Section J, Attachment Z – Past Performance Questionnaire, to those agencies and or/firms for completion and submission by the evaluating customer directly to the Contracting Officer. The offeror is to ensure that the organizations providing the evaluations are significantly detailed and complete in their response, and return the forms to the Contracting Officer no later than the closing date of the solicitation. Offerors shall include with their proposal, a list of the firms that will submit evaluation forms.

The Offeror will provide past performance references with the following information:
Offeror's name (Company/Division)
Contract number and contract type
Contracting agency or business (Dept. of State, NASA, State of Ohio, Mobil Oil, etc.)
Original contract dollar value and final contract dollar value (including options)
Original completion date and final (or current) completion date
Description of contract effort
Relevance of referenced contract to the DoS CRP Seattle
Performance experience summary
Description of the performance measures and performance results against those measures Incentives/Disincentives used under the contract and the incentives awarded and/or disincentives assessed.

Volume II - PRICE PROPOSAL
Offerors are required to submit firm fixed price proposals. Even though the work shall be priced and performance authorized through fixed price work orders issued by the Government, Offerors shall submit adequate pricing data to be sufficient to allow complete analysis and evaluation of proposed prices for price reasonableness.
TAB A - A transmittal letter signed by the firm's authorized personnel.
TAB B - Section K – Representation, Certification, Other Statement of Interests, current Dun and Bradstreet Report.
Information will be verified in the System for Award Management (SAM). The contractor shall provide a current Dun and Bradstreet report showing financial and business capability and ratings, and clearly listing the overall Business Risk of the firm. The contractor is to provide narrative and explanation of any rating at the Moderate and Moderate-High level. Any rating at the High, and Severe Risk level or higher will be considered Unacceptable, and such offeror will not be eligible for award due to financial risk.
TAC C Statement of Exceptions- Offeror is to state if there are any exceptions to the Govenrment's requirements. The Government does not anticipate at this time to accept any exceptions to the requirements of this solicitation.
TAB D - Pricing Proposal – See Attachment B - Instructions - the offeror is to insert the individual unit rates on Sheet 1 - Unit Price Spreadsheet, all information will flow to the Cumulative Price Spreadsheet and Totals Contract Spreadsheet. For historic volumetric and freight information, please see Attachment X- CRP Seattle Receipt Data 2015-2025.
Offerors are required to provide labor rates for all proposed staff that demonstrates clear compliance with the Fair Labor Standards Act, and prevailing wage determination in Attachment T.
Prices proposed are to be valid for 120 days minimum.

L.9 FAR 52.247-6 FINANCIAL STATEMENT (APR 1984)
The offeror shall, upon request, promptly furnish the Government with a current certified statement of the offeror's financial condition and such data as the Government may request with respect to the offeror's operations. The Government will use this information to determine the offeror's financial responsibility and ability to perform under the contract. Failure of an offeror to comply with a request for information will subject the offer to possible rejection on responsibility grounds.

52.217-5 - Evaluation of Options (DEVIATION JAN 2026)

Except when it is determined in accordance with FAR 17.202(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of provision)

52.247-50 - No Evaluation of Transportation Costs (Apr 1984)

Costs of transporting supplies to be delivered under this contract will not be an evaluation factor for award.

(End of clause)

M 001 - SECTION M

a) The offeror's proposal will be evaluated to determine whether it's technical approach offers the best value to the goverment in regards to the requirements described in the solicitation and instructed in Section L. Award is to be made on a Best Value basis through the use of the trade-off process between technical evaluation factors and evaluated proposed price.

(b) A price analysis shall be conducted based upon the data submitted by the offeror in order to determine that the proposed price is fair and reasonable based on competition.

The non-pricing evaluation factors that are as follows:

Technical
Factor 1 - Facilities
Factor 2 – Management Control System
Factor 3 – Technical Experience
Factor 4 - Past Performance

The following technical factors when combined as follows are considered more important than price: Factors 1 and 2, Factors 1 and 3, and Factors 2 and 3. No individual technical evaluation factor is considered more important than price. Technical Factor 4- Past Performance is evaluated as Acceptable or Unacceptable.

M.1 REJECTION OF OFFERS

The Government reserves the right to reject an offer if one of the following conditions exists:

- Offeror fails to submit any of the required proposal documents required by Section L.
- Offeror submits a cost/price proposal that cannot be adequately explained or substantiated.
- Offeror submits an offer that could not be made technically acceptable without a major rewrite.

M.2 AWARD ON INITIAL OFFERS

The Government intends to evaluate proposals and make award without discussions for this procurement. The Government reserves the right to award a contract, based on initial offers, immediately following the conclusion of any evaluation and may not require discussions or negotiations with the successful Offeror or any other Offeror. Therefore, it is critical that each offer be fully responsive to this solicitation and its provisions. All submittals in response to this solicitation should contain the Offeror’s best terms from a technical, management and price standpoint.

M.3 EVALUATION PROCESS

During the evaluation process, the Government Evaluation Team will evaluate each Offeror’s proposal using information submitted by the Offeror (or in the case of past performance, any additional information obtained from outside references and other points of contact) against evaluation factors contained herein. The Government evaluation team will evaluate the Offeror’s technical proposal against evaluation factors identified herein to determine their technical rating. In addition, the Government evaluation team will evaluate the Offeror’s price proposal.

M.4 USE OF SUPPORTING INFORMATION

In conducting its evaluation of proposals, the Government reserves the right to utilize all information available at the time of evaluation. The Government may rely on information contained in its own records (such as Government audit agencies), commercial sources (such as Dun and Bradstreet Reports) and information publicly available (such as articles contained in periodicals). If information obtained through other sources substantially disagrees with what was provided in the offeror’s proposal, the offeror will be given an opportunity to address the inconsistencies through clarifications or discussions.

M.5 NEGOTIATIONS

Negotiations may be conducted with those offerors whose responsive and technically meritable proposals, combined with their price proposal, place them in the competitive range. Negotiations will be conducted to the extent deemed necessary by the Government. HOWEVER, OFFERORS ARE CAUTIONED TO SUBMIT THEIR TECHNICAL AND PRICING PROPOSAL ON THE MOST FAVORABLE BASIS SINCE THE GOVERNMENT RESERVES THE RIGHT TO MAKE AN AWARD WITHOUT FURTHER NEGOTIATION OR DISCUSSIONS, in accordance with FAR Subpart 15.209(a).

M.6 Technical Evaluation Factors

The Offeror's proposal will be evaluated to determine whether the Offeror will be able to satisfy and or exceed the requirements as described in the solicitation and whether award to the offeror will be in the best interest and value of the Government.
To be acceptable and eligible for evaluation, proposals must be prepared and presented in accordance with and comply with the instructions given in this solicitation document, Proposals found to be responsive which will be further evaluated for their technical ability to meet or exceed the following four subjective technical factors:
Exceptional, Very Good, Satisfactory, and Unsatisfactory. In order for an offeror to be rated above Satisfacory, they must describe how their services, facility, or technical ability and approach go above and beyond the minimum requirements for each factor.

FACTOR 1: FACILITIES

DOS will evaluate aspects of the Contractor's facilities and physical property features and how these relate to services required for receiving, shipping, and storage for movement into or out of storage in accordance with Section H-012 Facilities. The evaluation will include a pre-award survey/site inspection to verify information in proposal.

Subfactors

1. Organization/Cleanliness of Facilities
2. The extent to which Contractor is able to demonstrate that the storage facility is maintained in an orderly manner, the proximity of necessary facilities and areas (e.g., carpentry facility, scales, docks, and/or staging areas), a reliable locator system, easy to access, etc.
3. The extent to which Contractor is able to demonstrate that facility is consistently maintained in a clean and debris-free manner; this includes exterior areas located within the boundaries of the property. Contractor shall submit copy of established procedures/schedule(s) for maintaining cleanliness in the facility.

B. Ownership/Access.

1. Extent to which contractor is able to demonstrate, either through ownership or lease, its continuing right to use the facility or facilities for the duration of the contract period. Prime contractor must be lease holder or owner of proposed facility.

1. Construction/Carpenters Facilities
2. Extent to which Contractor's facility meets preferred construction materials, which are: brick, cinderblock, concrete or the aforementioned combined with steel, and concrete floors.
3. Extent to which Contractor's facility has such amenities as a truck dock covers to protect shipments from weather during loading/unloading, separate and adequate staging areas, loading, and/or unloading areas, etc.
4. Extent to which loading dock doors are equipped with dock levelers and lighting to illuminate the interior of the container/ trailer being loaded or unloaded.
5. Extent to which facility is well lit and with sufficient illumination to allow for easy access and identification of effects maintained therein, (i.e., has sufficient windows, skylights, and/or interior lighting).
6. Contractor has tools appropriate to the carpentry tasks necessary for a contract of the size and complexity of this solicitation. Further, the Contractor shall have a qualified carpenter on staff.

1. Security System/Fire Detection/Ventilation System
2. The evaluation of Contractor's facility and existing security system and its features to determine the degree of security to be provided to shipments. The evaluation of Contractor's facility to determine that it has a well maintained and functioning fire detection/sprinkler system.
3. The extent to which the fire alarm system transmits all fire alarm signals to the local fire department via any of the following means: directly to the local fire department, to the (911) public communications center, to a central station, to a remote supervising station, or to a proprietary supervising station.
4. The evaluation of Contractor's established procedures to follow and level of detail provided in the event that security is breached and goods are stolen, damaged, or otherwise affected. The degree to which there are established, posted, and enforced procedures for fire prevention, detection, reporting, and evacuation of the facility.
5. Evaluation of Contractor's established procedures to follow and level of detail provided in the event the fire detection system activates, without cause, and potentially subjects shipments to water damage.

1. Motor Equipment and Scales
2. The evaluation of Contractor's motor equipment inventory to determine capabilities for providing tractor, chassis, flatbed and enclosed trailer contract services for a contract of the size and complexity of this solicitation.
3. The extent to which Contractor can demonstrate that equipment is available either by ownership of equipment or long term lease of same, and that equipment is in good condition and has been well maintained.
4. The evaluation of Contractor's equipment inventory to determine capabilities for providing forklifts and other warehouse equipment for a contract of the size and complexity of this solicitation.
5. The extent to which contractor has appropriate scale(s) to meet the requirements of handling storage shipments and which has/have been certified and approved within the last six months.
6. The extent to which Contractor can demonstrate consistency of scale maintenance and certification.
7. The extent to which there is suitable space and a clear access route to loading dock doors for trucks positioning for loading and unloading.
8. The extent to which there is suitable space to stage trucks awaiting to pull up to a dock door for loading and unloading.

1. Packing/Crating Materials
2. The evaluation of Contractor's inventory of commonly used packing/crating materials appropriate to shipments handled under this requirement. The extent to which Contractor has materials available for packing/crating shipments.

1. Size and Location
2. The evaluation of the Contractor’s facility to ensure that there is proper racking and square footage of space to provide the services of the size and scope called for by the contract.
3. The evaluation of the Contractors clear, unobstructed access to loading dock doors for the purpose loading and unloading trucks.
4. The extent to which the number of dock doors is adequate to meet the demands of this contract.
5. The evaluation of the facility’s location in regards to whether it shares common walls with other commercial entities and if the nature of these other businesses adversely affects the security of DOS goods.
6. The extent to which the Contractor can demonstrate that the facility is not subject to flooding.

Adjectival Rating

Exceptional: Offeror’s proposal describes a modern warehouse facility that the offeror currently occupies and utilizes. The have significant experience safely operating a warehouse operation very similar to that required in the RFP. The proposal provides very detailed descriptions of the proposed facilities amenities, construction, from lighting to ventilation, to dock doors. All facility requirements have been comprehensively addressed and exceeded in the proposal.

Very Good: Offeror’s proposal demonstrates they have comprehensive knowledge and experience with safely operating a warehouse facility. The proposal provides very detailed descriptions of the proposed facilities amenities, construction, from lighting to ventilation, to dock doors. Most facility requirements have been more than adequately addressed in the proposal.

Satisfactory: Meets minimum requirements of Award Factor #1; FACILITIES. Offeror’s proposal identifies a “to be” leased facility that adequately address the requirements of this factor and subfactors A through G.

Unsatisfactory- Does not adequately address the requirements of this Evaluation Factor and/or the technical approach to one or more subfactors is considered unacceptable.

FACTOR 2: MANAGEMENT CONTROL SYSTEM
DOS will evaluate the Contractor's plan for assuring the quality of policies, procedures, and controls that will be in place to ensure that contractual requirements and performance requirements are successfully met.

Subfactors
A. Quality Control/Staff Training.
1. Extent to which the contract has established procedures for assuring quality control in the receipt, inspection, inventorying, consolidation, export packing, temporary storage, and related services connected with the forwarding/receiving of government supplies, household effects (HHE) and official/privately owned vehicles belonging to the US Government and/or US Government employees. To include resolution procedures for when quality control is not met.
2. Extent to which the contractor will train their employees in performing these services, as well as ongoing training procedures
B. Contingency Plans/Monitoring Operations.

1. Extent to which emergency situations are dealt with and timely resolved as to mitigate delays in providing receiving and shipping services required under this contract.
2. Extent to which Contractor Management will monitor operations of services under this contract and advising the COR of shipping and receiving activities.
3. Extent to which transportation claims will be resolved timely and in a successful manner.
C. Corporate Financial Capability.
1. The level of risk on how the contractor will ensure and provide financial stability and capability during Contract performance for up to five years or more.
2. Extent to which the contractor is reliant on subcontractors, and if utilized will oversee their work and maintain over 51% level of effort for the prime contractor.
3. The extent of other government or commercial business and revenue related to the proposed facility, and level of reliance on Department of State revenue and freight volume to maintain operations at the proposed facility.

Adjectival Rating

Exceptional: Offeror's proposal demonstrates they have comprehensive knowledge and relative experience of practicing sound management controls and implementing training programs required to be successful. In addition, the offeror demonstrates they a have significant relative experience managing U.S. Government warehouse and commercial operations with very favorable ratings and dynamic quality control and contingency procedures.

Very Good: Offeror's proposal demonstrates they have comprehensive knowledge and relative experience of practicing sound management controls and implementing training programs required to be successful. In addition, the offeror demonstrates they a have significant experience in quality control, and contingency procedures in warehouse operations similar to this requirement.

Satisfactory: Meets minimum requirements of Award Factor 2 and subfactors A through C. Offeror's proposal adequately demonstrates sufficient understanding of sound management controls and training requirements required to be successful. The offeror has some experience in quality control, and contingency procedures in warehouse operations similar to this requirement.

Unsatisfactory- Does not adequately address the requirements of this Evaluation Factor and/or the technical approach to one or more subfactors is considered unacceptable.

FACTOR 3: TECHNICAL EXPERIENCE
DOS will evaluate the company's s technical ability and experience related to this contract effort.

Subfactors
A. Completion of services for outbound shipments of personal effects, supplies or equipment.
1. Extent which the contractor demonstrates an understanding of the scope and responsibilities associated with outbound shipping requirements.
2. Extent by which the contractor identifies details of the specific tasks that will be executed supporting outbound shipping activities.
B. Completion of services for receiving shipments of personal effects, supplies or equipment.
1. Extent which the contractor demonstrates an understanding of the scope and responsibilities associated with the shipment receiving process.
2. Extent by which the contractor identifies details of the specific tasks that will be executed supporting shipment receiving activities.

C. Completion of services for outbound shipments of US Government owned and privately owned vehicles.
1. Extent which the contractor demonstrates an understanding of the scope and responsibilities associated with outbound shipping vehicles.
2. Extent by which the contractor identifies details of the specific tasks that will be executed supporting outbound shipping of vehicles.
3. Extent that the contractor demonstrates knowledge of vehicle inspection and preparation required for the outbound shipping of vehicles.

D. Completion of services for Remark/Re-band/Recoup/Storage/Receipt/Release of personal effects, and supplies or equipment for inbound and outbound shipments.
1. Extent which the contractor demonstrates an understanding of the scope and responsibilities associated with the marking and packing requirements associated with operating a cross-dock operation.
2. Extent by which the contractor identifies the materials required to recoup/repack shipments.

E. Locator System/WMS and Labeling of freight.
1. Extent which the contractor demonstrates and provides the requirements stated in Section C002 C; of a robust WMS system to manage freight, generate labels, maintain integrity and level of detail of Government freight, and track the location of freight in the warehouse.

F. Initial Set-Up. Extent to which the contractor will be fully ready and able to start receiving and shipping freight from their facility within 30 days of notification of award.
1. Extent which the contractor demonstrates an understanding of the level of effort and preparation required to begin receiving and shipping materials within 30 days of notification of award.

G. Warehouse and Cross Dock Experience.
1. The extent by which the contractor demonstrates they have relative warehouse cross dock experience.

Adjectival Rating

Exceptional: Offeror demonstrates comprehensive knowledge of the cargo handling requirements and associated record keeping and documentation services required by the RFP and has significant relevant experience in warehouse cross dock operations, including packing and crating, and containerization. Offeror has an operational and detailed Warehouse Management System and freight labeling system. Offeror clearly and confidently demonstrates they require less than 30 days be fully ready and able to start receiving and shipping freight from their facility within 30 days of notification of award.

Very Good: Offeror demonstrates comprehensive knowledge of the cargo handling requirements and associated record keeping and documentation services required by the RFP. Offer has relevant past and current experience in warehouse cross dock operations, including packing and crating, and containerization. Offeror has significant experience with a Warehouse Management System and freight labeling system. Offeror clearly and confidently demonstrates they will be fully ready and able to start receiving and shipping freight from their facility within 30 days of notification of award.

Satisfactory: Meets minimum requirements of Award Factor #3. Offeror demonstrates sufficient understanding of the cargo handling requirements and associated record keeping and documentation services required by the RFP. Offer has relevant past experience in warehouse cross dock operations Offer has relevant past and current experience in warehouse cross dock operations, including packing and crating, and containerization. Offeror has experience with a Warehouse Management System and freight labeling system. Offeror demonstrates they will be fully ready and able to start receiving and shipping freight from their facility within 30 days of notification of award.

Unsatisfactory- Does not adequately address the requirements of this Evaluation Factor and/or the technical approach to one or more subfactors is considered unacceptable.

FACTOR 4: PAST PERFORMANCE
DOS will evaluate the company's s past performance related to this contract effort, and information submitted in completed Section J attachment Z.

Past performance relevancy assessment shall be assigned one of the pass/fail ratings below:

Past Performance Relevancy Considerations

Rating Definition
Relevant- Pass Present/past performance effort involved much of the magnitude of effort and complexities this solicitation requires, as is of similar to exact type of work or services.

Not Relevant- Fail Present/past performance effort involved little or none of the scope and magnitude of effort and complexities this solicitation requires. Poor performance on similar types of contracts was reported by another Government Agency or listed in CPARS or independently verified. For the purposes of this solicitation, a contractor with experience and past performance primarily engaged in Freight Forwarding is not considered relevant.

M.9 PRICE EVALUATION
The government will conduct a price analysis in accordance with FAR subpart 15.404-1 to determine the total offered price for the purpose of the Best Value technical trade-off analysis, establishing the best value award. The price analysis will be conducted based upon the data submitted in the Section B pricing spreadsheet of the solicitation, to include examination of the prices offered for the

base and all option years. In evaluating the offerors proposed price, the Government will determine whether the proposed prices are reasonable based on competition. Certified cost and pricing data is not requested, but the government reserves the right to request certified cost and pricing data (if deemed necessary), in order to determine that the prices offered are fair and reasonable. The offeror's total estimated price (found in the Attachment B Total Contract tab) to include all option periods proposed in completed Attachment B will be compared to the other offeror's total estimated price in the corresponding Attachment B in order to determine the price rankings and reasonableness of the technically evaluated offerors.

END OF SOLICITATION