

PERFORMANCE WORK STATEMENT (PWS)

For

**GLOBAL HOUSEHOLD GOODS (HHG)
CONTRACT (GHC)**

~~4 NOVEMBER 2021~~ 4 MARCH 2022

1. DESCRIPTION OF SERVICES

1.1. Scope of Work. This requirement is for complete global household goods relocation services as detailed in this Performance Work Statement (PWS). The contractor shall provide all personnel, supervision, training, licenses, permits, and equipment necessary to perform tasks as identified herein for household goods relocation transportation and Storage-In-Transit (SIT) warehouse services worldwide for Department of Defense (DoD) Service Members, DoD civilians, U.S Coast Guard members, and their families (collectively referred to herein as “customers”). The initiation of the contractor’s relocation services shall begin upon receipt of the customer’s relocation requirement. The contractor shall prepare, pick-up, and deliver shipments for relocation transportation and storage, and shall deliver personal property no later than the required delivery date (RDD) in accordance with (IAW) Defense Transportation Regulations (DTR), Joint Travel Regulations (JTR), DoD Personal Property Consignment Instruction Guide (PPCIG) Volumes 1 and 2, and all other applicable regulations. When ordered, the contractor shall assume all responsibility from the point of counseling to the delivery of personal property to the customer. The contractor shall resolve claims for damaged personal property. The contractor shall be responsible for: (1) providing move counseling for personal property (household goods, unaccompanied baggage and personally procured moves, as defined in the JTR); (2) household goods transportation (3) traffic management and administration, including customs clearance; (4) shipment packing and unpacking, loading and unloading; (5) shipment in-transit visibility (ITV); (6) secure SIT facilities; (7) pickup and delivery of shipments from origin to destination, to include Non-Temporary Storage (NTS) facilities; (8) claims processing and resolution; (9) invoicing; and (10) reporting.

1.2. Contractor Duties.

1.2.1. Personnel Administration.

1.2.1.1. Background Checks/Records. Prior to engaging in any services identified herein, the contractor shall ensure a background check is conducted (at contractor expense), IAW industry standard, for all persons performing under this contract whose role involves interacting with a customer or handling or transporting shipments. The contractor shall provide employment records to Government upon request, to the extent allowed by law. The government has the right to prevent certain employees from performing under the contract due to an unfavorable background check.

1.2.1.2. Workforce Requirements. The contractor shall ensure all persons interacting with customers under this contract on and off base meet the specific requirements for local installation access as listed in DoD Manual 5200.08 (see <https://www.esd.whs.mil>). The contractor shall ensure all employees remain trained and qualified in their assigned duties. English shall be the only language used with regard to this contract for written correspondence, discussions and other business transactions. Smoking is prohibited in the customer’s residence or within 50 feet of personal property during all phases of shipment and storage. The contractor shall ensure all employees and sub-contractors are free from possession of and not under the influence of drugs or alcohol while in a customer’s residence or handling a customer’s personal property.

1.2.1.2.1 Defense Personal Property Program (DP3) Performance History. Contractor shall ensure no entity that has been disqualified or revoked from DP3 within three (3) years of move execution date will perform work under this contract.

1.2.1.2.2 Small Business Utilization. The contractor shall ensure a minimum of (b) (4) of the total acquisition value of the domestic work performed under this contract be subcontracted to small business subcontractors. This utilization requirement flows down only to Tier 1, Tier 2 and Tier 3 subcontracts. "Tier 1 subcontract" is defined as a contract awarded directly by the prime contractor to another contractor to perform services identified herein. "Tier 2 subcontract" is defined as a contract awarded by a Tier 1 subcontractor to another contractor for services identified herein. "Tier 3 subcontract" means a contract awarded by a Tier 2 subcontractor to another contractor for services identified herein and so on. Only the amount not further subcontracted down can be applied and reported at each tier. Refer to Appendix B, para B.14., for reporting requirements.

1.2.1.3. Customer Interaction. At least one crewmember or warehouse employee, where applicable, shall be fluent in English for the purposes of customer interaction. All personnel shall be clean and neat and be easily identifiable as company personnel. The contractor shall replace any individuals exhibiting unprofessional behavior, when requested by the customer or a government representative.

1.2.1.4. Driver Identification/Qualification Requirements. The contractor shall ensure all drivers who perform under this contract are qualified and licensed in accordance with local, state, federal, and foreign country or international laws.

1.2.2. Information Technology (IT) Systems. The contractor shall provide and maintain an easy to use, secure, web-based, mobile-device compatible IT system able to manage complete household goods relocation services globally during peak (surge) and non-peak seasons. The contractor's IT system shall interface with a government managed system for the purposes of issuing and receiving task orders, third party payment system (TPPS) payment requests, shipment ITV, government data access, and claims management/filing. The contractor's IT system(s) shall permit the customer to coordinate all phases of their move, be accessible from a commercial or government network using common browsers and include the ability to upload attachments.

1.2.2.1. Systems Integration. The contractor shall interface its system with government-managed system(s) for the purpose of receiving customer shipment requirements via task orders and requesting modifications. The contractor shall provide a web-based access portal for authorized government users to enter or change the order data in the event the interface is not accessible. Orders shall include a matching acknowledgement back to the source system. The contractor's system shall include system failover and disaster recovery capabilities to mitigate degradations in system performance.

(b) (4) [REDACTED]
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1.2.2.2. Data Access. The contractor shall provide an interface with access to all order, fulfillment, and status data associated with the contract based on the authenticated business partner's role. All data associated with the contract over its lifecycle shall be available for government access in a queryable format. Contractor's IT system shall possess flexible online query and export capabilities. Data shall be synced no less than every 12 hours with the government's data warehouse. The contractor shall provide access to additional information as requested by the government representative.

1.2.2.3. Shipment ITV. The contractor's IT system shall provide (b) (4)

(b) (4) the contractor's IT system shall provide detailed point-to-point status updates including arrival and departure time and estimated arrival at destination no later than one (1) Government Business Day (GBD) from a shipment location or status change. (b) (4)

1.2.2.4. System Availability. The contractor's system shall be available at least 98% of the time. Compliance will be computed by dividing hours of availability by the total hours in the month. Scheduled downtime shall be coordinated with the Government at least 48 hours prior to downtime start.

1.2.2.5. Claims Management System. The contractor shall provide an electronic claims management system that will enable the customer to file a claim and will interface with government managed IT system(s). The contractor's electronic claims management system shall allow for the upload of all associated documents. The claims management methodology shall be such that the customer may directly settle a claim with the contractor.

1.2.3. Customer Support. The contractor shall maintain a 24-hour, 7-day per week customer support capability for all issues pertaining to a customer's move. The contractor shall staff the customer support capability such that all customer calls, (b) (4)

1.2.4. Assurance & Process Improvement. The contractor shall provide audit and quality systems documentation, and shall support the government assurance or audit activities regarding any process undertaken by the contractor within the scope of work. The contractor shall participate in government-defined working groups and initiatives that are part of the personal property governance process.

1.2.5. Pre-Move Services.

1.2.5.1. Point of Contact (POC). The contractor shall assign, during initial communication with each customer, a single POC responsible for coordination and communication throughout all phases of the move. The POC's contact information shall be maintained throughout the entire shipment process and until all associated actions are final.

1.2.5.2. Customer Counseling. When ordered, the contractor shall establish contact with the customer within one (1) GBD of receiving an order and customer contact information and shall then provide ordered services. The contractor shall provide accurate entitlement and shipment counseling in accordance with all applicable US Government, DoD, Joint, Military Service-specific, and International regulations and instructions to all customers regardless of location and accessibility, to include customers in remote locations, or customers who lack the ability to conduct counseling via face-to-face communication or the Internet. Upon counseling completion, the contractor shall provide an electronic or hard copy form as a record of the customer application for shipment or storage of personal property. The inventory shall include all details listed in Appendix H. The Government may issue task orders for site-specific in-person counseling services IAW Appendix D, para D.5. (b) (4)

1.2.5.2.1. Personally Procured Moves (PPM). When ordered, the contractor shall provide accurate entitlement on PPMs during counseling in accordance with all applicable US Government, DoD, Joint, Military Service-specific, and International regulations and instructions. The contractor shall provide the customer with the government designated form(s) for PPMs, and advise the customer of all documentation needed for reimbursement from the military services (e.g. full and empty weight tickets). The contractor shall calculate the estimate of what it would cost the contractor to perform the relocation and provide the customer the incentive estimate for the PPM. The estimate shall be provided to the customer at the time of counseling. The contractor shall provide the customer with the updated cost based on actual shipment weight(s) once the customer completes their PPM. Both the estimate and any updates shall be calculated based on the total weight of all shipments executed against the remaining weight entitlement and adjusted accordingly with the form including all details listed in Appendix H. (b) (4)

(b) (4)

1.2.5.3. Scheduling. The contractor shall schedule shipment relocation services during customer counseling, which must be conducted IAW scheduling timelines referenced in §1.2.5.3.1 below. Based on customer request, the contractor shall provide a pickup date spread for required packing, pickup, and delivery during counseling and firm dates after counseling as summarized below. The contractor shall allow five (5) GBDs for the NTS provider to release shipments for pickup. The transit times shall remain the same. The earliest start date for the delivery date spread is anytime after pickup but no later than the Required Delivery Date (RDD). The RDD is defined as the pickup date plus the transit time. The delivery date spread shall not exceed three (3) consecutive GBDs, with the last date of the delivery spread not later than the RDD.

1.2.5.3.1. Scheduling Requirements. During Customer Counseling, or Scheduling if Customer Counseling is not ordered, the contractor shall provide a pickup date spread in accordance with the timelines in the table below, agreeable to the customer, which shall not to exceed seven (7) consecutive calendar days from the members requested pickup date contained within that spread. The contractor shall document the start and end of the spread, and the customer's acceptance. The contractor shall provide a firm schedule for all applicable relocation services in accordance with the timelines in the table below. The contractor shall ensure all firm dates are within the previously agreed upon spread. An "approved order" is an order sent to the contractor after the Ordering Officer (OO) validates the requirement.

Scheduling Requirements		
Days From Receipt of Approved Order to Desired Pickup Date (Provided with Order)	Customer Counseling (or Scheduling if Customer Counseling not ordered) Provided Within	Firm Schedule Dates Provided Within
Less than or equal to 30 Calendar Days	3 calendar days from receipt of order (1 calendar day if order to desired pickup date is less than 5 calendar days)	2 calendar days from completion of counseling (or scheduling if counseling not ordered). Same day as counseling (or scheduling if counseling not ordered) if less than 5 calendar days between counseling to first day of pickup spread)
Greater than 30 Calendar Days, less than 60 Calendar Days	4 calendar days from receipt of order	4 calendar days from completion of counseling (or scheduling if counseling not ordered)
Greater than or equal to 60 Calendar Days	7 calendar days from receipt of order	50 Calendar days prior to start of agreed upon pickup spread

1.2.5.3.2. Changes to Schedule. The contractor shall accommodate all requests for a change of schedule that are received prior to delivery. Examples [not all inclusive] for changes to schedule may include: termination of shipment, rescheduling of pickup or delivery dates, diversion of shipment to a different destination, more than one pickup location for a shipment, more than one delivery location for a shipment.

1.2.5.3.3. Cancellations. The contractor shall accommodate shipment cancellation up to the day of scheduled packing or pickup without cost or obligation to the government, provided packing has not begun.

1.2.5.3.4. Diversions (D)/Terminations (T)/Reshipment (R). The contractor shall process all D/T/R based on the location of the shipment when notified, and will invoice IAW PWS, Appendix F, for services completed. Subsequent movement of the shipment(s) will be made in the most cost-effective manner based on the date and location of the shipment when the order modification was received.

1.2.5.3.5. Installation Scheduling. The contractor shall schedule all pickups or deliveries in accordance with specific installation or facility requirements. Any delay due to personnel disqualification from specific installation access or failure to follow published access guidelines shall be considered an unacceptable delay.

1.2.5.3.6. Shipment suitability. If, prior to pick up, the shipment is determined to be in a condition that makes it likely to permeate, contaminate, or otherwise cause damage to other HHGs or equipment, the contractor shall coordinate with the COR as soon as the condition is identified.

1.2.5.4. Documentation. The contractor shall prepare and retain accurate and legible documentation (written or electronic) which reflects the true condition of all household goods. The contractor shall maintain a record of the location of all personal property shipments. Documentation shall include, but is not limited to, weight estimates, inventory sheets, warehouse receipt, warehouse exception sheets, pickup and delivery confirmations, certified weight tickets, entitlement and any changes to such, customer notifications, record of loss and damage, claims, and record of all correspondence between contractor and customer. The contractor bears burden of proof against claims of all types (failure to perform, damage, loss, etc.). The contractor shall provide copies of all shipment documentation to the customer, and NTS warehouse provider when requested.

1.2.5.4.1. Weight Estimates. The contractor shall provide the government and customer weight estimates on all shipments no later than 10 days prior to the first scheduled pack or pickup date. For shipments ordered less than ten (10) days prior to first scheduled pack or pickup date, weight estimates must be provided no later than three (3) days prior to first scheduled pack or pickup date. For shipments ordered less than three (3) days prior to the first scheduled pack or pickup date, weight estimates must be provided no later than one (1) day prior to first scheduled pack or pickup date. The government will only pay costs associated with shipments up to 110% of the estimated weight.

1.2.6. Physical Move.

1.2.6.1. Inventory. The contractor shall prepare all shipment inventories in accordance with International Organization for Standardization (ISO) Standard 17451-1. The contractor shall separately weigh or cube and annotate Professional Books, Papers & Equipment (PBP&E), Organizational Clothing and Individual Equipment (OCIE), and required medical equipment in accordance with government regulations. The contractor shall ensure that all inventories provide customers with ability to view and contest exception markings and provide a duplicate unalterable and signed copy prior to departing the residence.

(b) (4)

(b) (4)

1.2.6.2. Organizational Clothing and Individual Equipment (OCIE). OCIE is clothing and equipment issued to customers for use in the performance of duty. It is common for customers to personally purchase items for use in their duties that appear to be OCIE items but are not. These items are commonly referred to as “personal kit”. The contractor shall request that the customer identify personal kit items. The contractor shall separate personal kit items from OCIE for inventory and claims purposes. The contractor shall conduct an inventory of OCIE at pack-out and delivery. The contractor shall identify OCIE as “M-PRO” on the inventory.

1.2.6.3. Packing/Loading. The contractor shall prepare, pack, unpack, load, and unload all personal property to protect all real and personal property against loss or damage. The contractor shall disassemble items only to the extent necessary for shipment and the contractor shall be responsible for subsequent reassembly of all original pieces.

1.2.6.3.1. Packing Materials. The contractor shall provide packing materials that are new or in sound condition, except in the case when the customer has provided original or specially designed packaging that the contractor has inspected and accepted as being as good or in sound condition. When allowed, and if material is not new, all marks pertaining to any previous shipment must be obliterated. The contractor shall use furniture pads or other appropriate materials to wrap or protect all other items not packed in boxes, containers, or cartons. The use of any type of protective material does not reduce the level of contractor liability for any lost or damaged items. New packing material shall be used for mattresses, box springs, linens, bedding, and clothing.

1.2.6.3.2. Accessibility. The contractor is not required to remove or place property in an attic, crawl space or similar storage area and is not required to enter areas that: (1) are not accessible by a permanent stairway (ladders are not considered a permanent stairway); (2) are

not adequately lighted; (3) do not have a finished floor; or (4) do not allow a person to stand erect.

1.2.6.3.3. Unaccompanied Baggage. Unaccompanied baggage packing and unpacking rates shall be used when the task order includes unaccompanied baggage, and for all items being transported under an unaccompanied baggage rate. Unaccompanied baggage shall be packed and unpacked in accordance with the Joint Travel Regulation.

1.2.6.4. Items Requiring Government Pre-Approval. The following services referenced in §1.2.6.4.1 and §1.2.6.4.2. must be approved by the government prior to performance. Requests for approval shall be sent to the OO at the responsible origin or destination of the shipment.

1.2.6.4.1. Crating. Upon approval, the contractor shall perform crating services for items such as mirrors, paintings, glass or marble tabletops and similar fragile articles, and taxidermy when crates are not provided by the customer or when the customer provided crates are not serviceable. This does not include cases, footlockers, passenger bags, cartons, boxes, tri-wall containers, liftvans, and barrels that may be placed in a cargo transporter (commercial sea vans; container express cargo transporters and other transoceanic cargo transporters) for ocean or air transport. The customer retains ownership of all crates. (Per Attachment 2, Pricing Rate Table, the price for crating services is for the construction of new crates only).

1.2.6.4.2. Shuttles. Upon approval, the contractor shall perform shuttle services to pick up or deliver shipments when the origin or destination delivery location is inaccessible due to building design, nonexistent or inaccessible roadway, inadequate or unsafe public or private road, overhead obstruction, deterioration of roadway due to rain, flood, or snow, construction, or other obstacles preventing the linehaul truck from accessing the pickup or delivery location. A shuttle is defined as a truck-to-truck transfer between a larger and smaller vehicle (or vice versa) that allows for safe pickup or delivery from the nearest safely accessible point to the pickup or final delivery, not a truck-to-warehouse or warehouse-to-truck transfer.

1.2.6.5. Restricted Items. The contractor shall not knowingly provide service for any item defined as restricted by law, policy or agency of the U.S. Government or any foreign entity in an international point-to-point move.

1.2.6.6. Shipment Preparation for Non-Temporary Storage (NTS). The contractor shall prepare and load property going into NTS in containers at residence for shipment to NTS. The contractor shall seal all containers, using tamper-proof seals, at the residence. Power-driven equipment, motorcycles, boats, trailers, over size items, and overstuffed furniture may be shipped uncrated.

1.2.6.6.1. All cartons and wrapping material shall be in new or sound condition and adequate for the use employed. New packing material shall be used for mattresses, box springs, linens, bedding, and clothing. After packing, cartons shall be closed and sealed by taping lengthwise at all joints. Cartons shall have a minimum average bursting strength of 200 pounds per square inch and dish packs shall have a minimum average bursting strength of 350 pounds per square inch. Cartons shall be stacked in an upright position to minimize crushing, with the

exception of mattress cartons. Plastic containers (tote or similar) and similar types of containers shall not be used. However, if items are packed by the customer in plastic or similar type containers, the contractor may pack these containers in an approved carton.

1.2.6.6.2. Linens, towels, bedding, draperies, and other items of this type shall be packed into wardrobe type cartons and shall be completely sealed. Clothing shall not be stored in closet bags. Hangers shall be removed from clothing packed in flat wardrobes.

1.2.6.6.3. All mattresses and box springs, except those in hide-a-beds or sofa beds, shall be placed in cartons and completely sealed.

1.2.6.6.4. Upholstered furniture, to include wicker and wood frame with cushions, shall be placed right side up on all legs in suitable containers covered by plastic or paper and secured with tape, shrink wrap or equivalent materials so that nothing touches or presses against the upholstery. Removable cushions shall be packed with the master pieces.

1.2.6.6.5. All rugs, rug pads and carpets shall be properly rolled (not folded) and covered by paper and secured with tape or equivalent materials.

1.2.6.6.6. All firearms shall be identified to the NTS provider upon delivery to the storage facility.

1.2.6.6.7. All articles shall be removed from chests of drawers, bureaus, clothes hampers, and other similar items.

1.2.6.6.8. Nothing shall be packed in washers, dryers, refrigerators, freezers, stoves, or other major appliances except such items as electrical cords, connecting hoses and similar items that are required as an integral part of the appliance in its normal operation.

1.2.6.6.9. The contractor shall verify that power-driven equipment, boats and motorcycles have been drained of all gasoline, the cables disconnected from the battery terminals, and the cable ends secured and protected with electrical tape. Batteries may be shipped with the power-driven equipment. The contractor shall verify boat drain plugs have been removed and if not permanently attached to the boat, placed in a cloth bag and tied to the boat. Motorcycle keys shall remain in the customer's file to facilitate handling and movement.

1.2.6.7. Pickup. The contractor shall pickup all pieces of a shipment on the scheduled pickup date. The shipment is not considered an on-time pickup if the contractor changes the date at any time without approval of the customer.

1.2.6.7.1. Pickup and Delivery of Containerized NTS Shipments. The contractor shall be responsible for packing, pickup, and delivery of NTS shipments. The contractor shall coordinate with the government to determine the warehouse location for each shipment going into NTS.

1.2.6.7.2. Transfer of Custody. When custody of a shipment is transferred to or from the contractor to another contractor, the contractor transferring custody shall furnish the contractor receiving custody with two (2) legible duplicate copies of the shipment inventory. A joint

inspection shall be performed at any point liability for shipment transfers to or from the contractor and another service provider or the customer at no cost to the government. In the event a difference of opinion arises between the contractor and the receiving party regarding shortage, overage, or the condition of any element of the inventory, the contractor shall annotate such discrepancies accordingly. If no new damage or loss is discovered, the inspection documents shall state "no differences noted." The absence of any annotation beside an inventory item denotes that the container and items were received in good condition. The contractor shall sign and date the completed inspection documents, obtain a signature from and provide a completed copy to the receiving party, and retain a copy for the customer's file.

1.2.6.7.2.1. The contractor shall prepare an exception sheet (Rider) noting the external condition of all containers upon receipt and or release from another contractor. The contractor shall provide two (2) legible copies of the shipment inventory to the receiving party. The contractor shall provide a legible copy of exception sheets to the government, as requested.

1.2.6.8. Hours of Operation. The contractor shall not begin pickup or delivery at the customer's residence before 0800 hours or after 1700 hours without prior approval of the customer or the government. The contractor shall provide information to the customer and the government on the afternoon preceding the scheduled pickup or delivery as to whether the service will be performed in the morning (0800 to 1200) or in the afternoon (1200 to 1700) of the following day. The contractor shall not begin any service that will not allow completion by 2100 hours without prior approval of the government. Shipments shall not be scheduled for pickup or delivery on Non-Government Business Days, U.S. Federal holidays, or foreign national holidays unless there is a mutual agreement between the government and the contractor. Unless otherwise stated, all references to "days" are government business days (GBD). IAW the DTR, a GBD is defined as a business day (i.e. Monday through Friday) that is not a federal holiday.

1.2.6.9. Transport. The contractor shall transport shipments, including non-standard shipments (Appendix D), from origin to destination so as to ensure delivery by the RDD as determined by the domestic and international (to include household goods shipments and unaccompanied baggage shipments) transit times located in Appendix C, attached hereto. The contractor shall be responsible for all tractors, trailers, and other equipment to include all maintenance and repair and shall obtain and maintain appropriate operating authorizations and vehicle registrations. These operations authorities will be for both inter and intra-state, and inter and intra-country movements.

1.2.6.10. The contractor shall follow the procedures outlined in Appendix D, Non-Standard Processes.

1.2.6.11. Weight Tickets. The contractor shall obtain certified, legible, and unaltered weight tickets for each shipment or piece of a shipment if transported separately by weighing on a certified weight scale as defined in the CFR Title 49, Part 375.103. Weighing shall be conducted as defined in the CFR Title 49, Part 375.509 and shall comply with all applicable local, state, federal, and foreign country laws. The contractor shall retain all weight tickets, and make the information contained therein available to the customer and the government. All weight tickets shall be certified by the weigh master, and shall contain name and location of

scale, date, all weight entries (tare, gross and net weights), task order number, and bill of lading number. All invoices presented to collect any shipment charges dependent on the weight transported shall be accompanied by true copies of all weight tickets obtained in the determination of the shipment weight. For partial NTS shipment release, the contractor shall provide certified weight tickets to the NTS service provider and the government. When an NTS shipment is released from storage, all invoices shall be based on the lowest weight of all weight tickets for that NTS shipment. This includes handling, delivery, and reweigh tickets.

1.2.6.12. Reweighs. When requested by the customer or the COR, the contractor shall conduct a reweigh before the actual commencement of unloading for delivery. The contractor shall reweigh any shipment or combination of shipments where the customer has been identified as exceeding or being within 10% or closer to their total weight entitlement. The contractor shall accommodate the customer or the COR when either party makes a request to witness a reweigh, by providing the location and the date and time in order to give a reasonable opportunity for the interested parties to be present. When a reweigh is performed, the contractor shall invoice on the lesser of the two weights. In the event the contractor fails to perform a reweigh, the contractor shall be limited to invoicing at the customer's remaining total weight entitlement for all shipments or the weight documented on a certified weight ticket(s), whichever is less.

1.2.6.13. International Shipments. When subcontracting for air transportation, the contractor shall use air carriers participating in the Civil Reserve Air Fleet (CRAF). The contractor shall use a vessel or aircraft of United States (U.S.) registry. If unable to use a U.S. registered vessel or aircraft, the contractor shall request a waiver (as defined in Appendix C). The contractor shall perform all customs clearance, agricultural inspections and certifications, and other related services that pertain to and influence the movement of personal property (gun control, quarantine, pest infestation, etc.) in accordance with all applicable local, state, federal, and foreign country laws and DoD regulations. DoD consignment requirements are in the Personal Property Consignment Instruction Guide (PPCIG). Shipments entering the United States must comply with Title 19, Section 148 of the Code of Federal Regulations.

1.2.6.14. Safeguarding PII for International Shipments. IAW Homeland Security Customs and Border Protection guidance for safeguarding Personally Identifiable Information (PII), the contractor shall ensure its associated port agents, overseas general agents, and other responsible parties do not include the customer's Social Security Number (SSN), the customer's rank or grade, the words "DOD Personal Property, DOD Shipment or Military Shipment." The contractor shall ensure the Bill of Lading (BL) number is not entered in the "Marks and Numbers," "Description of Goods," or any other fields in the Automated Manifest System (AMS) or the Automated Commercial Environment (ACE).

1.2.6.15. Delivery. The contractor shall deliver and unload all pieces of a shipment as scheduled by the RDD. The contractor shall provide unpacking and reassembly services unless waived by the customer.

1.2.6.15.1. Unpacking and Re-assembly. Unloading and unpacking at destination includes the one-time laying of rugs and the one-time placement of furniture and like items in a room or dwelling designated by the customer or their representative. All articles disassembled by the

contractor or originating from NTS shall be reassembled. If hardware is missing, the contractor shall obtain appropriate hardware to reassemble. On a one-time basis, all barrels, boxes, cartons, and crates shall be unpacked (upon request) and the contents placed in a room designated by the customer. This includes the placement of articles in closets, cabinets, cupboards, or on shelving in the kitchen when convenient and consistent with safety of the article(s) and proximity of the area desired by the customer, but does not include arranging the articles in a manner desired by the customer.

1.2.6.15.2. Delivery from Non-Temporary Storage (NTS). The contractor shall coordinate the pickup of NTS shipments from a storage facility with the NTS provider in order to meet the RDD.

1.2.6.15.3. Debris removal. All debris incident to the packing, unpacking, loading, or unloading of the delivered shipment shall be removed on the date(s) of delivery, unless otherwise waived by the customer.

1.2.6.15.4. Storage-in-Transit (SIT). If the customer is not available to accept the shipment in accordance with the Inbound Shipment Notification (paragraph 1.2.8.5) requirements, the contractor may be authorized to place the shipment in SIT. The contractor's period of SIT eligibility begins on the First Available Delivery Date (FADD) and ends by the 5th day after the requested delivery date from storage or the actual delivery date, whichever is earlier

1.2.6.16. Storage. The contractor shall provide warehouse storage facilities to accommodate SIT as required in accordance with all local, state, federal, and country fire, safety and construction codes, standards and ordinances, ensuring that all stored shipments are adequately protected. For SIT facilities residing in a multi-occupancy structure, the SIT provider's storage area will be separated from other occupants of the building by a firewall or partition having a fire resistance rating sufficient to protect the warehouse from the fire exposure of the other occupant. The minimum separation shall be a solid wall or partition, without windows, doors or other openings, having a fire resistance rating of not less than one hour. The construction, upkeep, purchase, lease or rental of any commercial structure, land, or equipment for the storage facility shall be the responsibility of the contractor. The contractor shall prevent exposure of all shipments to vermin, dust, mold, mildew, moisture, hazardous chemicals, as well as prevent exposure to extreme heat, cold, humidity, and direct sunlight.

1.2.6.16.1. Shipment Hostage. The contractor and all subcontractors performing services under this contract acknowledge that holding shipments hostage is a violation of USC Title 37, Section 453, at subparagraph (c)(5) which provides, "No carrier, port agent, warehouseman, freight forwarder, or other person involved in the transportation of property may have a lien on, or hold, impound, or otherwise interfere with the movement of baggage and household goods being transported under this section."

1.2.6.16.2. Facility Requirements. All SIT facilities shall maintain at least an operational Class 3 supervised detection and reporting system. All facilities shall meet all requirements for insurance rate credit by the Insurance Services Office (ISO) or other cognizant fire insurance rating organization for an other than wood frame or pole building and shall provide a fire wall

separation resistance rating sufficient to protect the warehouse from the fire exposure of another occupant. If host country standards, practices, or customs conflict with SIT standards, exceptions may be granted by the Government Representative. All storage facilities shall be located above the 100-year flood plain for the area.

1.2.6.16.3. Damage Mitigation. In the event a shipment is damaged as a result of any one of the excluded causes listed in Appendix E, para E.3., Exclusions from Liability, the contractor shall take reasonable steps to mitigate the extent of the damage. Additionally, the contractor shall undertake specific mitigation steps as directed by Contracting Officer (CO). The contractor may be determined liable for additional damage resulting from failure to mitigate the extent of the damage. The cost of any such mitigation efforts will be deducted from the contractor's maximum liability.

1.2.6.16.4. Possible Contamination. The contractor shall contact the responsible contracting officer representative (COR) when containers show signs of possible contamination, for example water saturation or mold growth on the exterior. The contractor shall continue shipping operations to a location as determined by the contractor and responsible COR. The contractor may request a Quality Assurance Evaluator (QAE) or COR at the selected location when the containers are inspected for mold. If mold is suspected, the contractor shall notify the customer, the servicing Military Claims Officer (MCO), and the responsible OO who will authorize the appropriate testing. The contractor shall be responsible for arranging for all testing and mitigation. If testing determines mold is present, the contractor shall contact the servicing MCO and the responsible OO for guidance.

1.2.6.16.5. Payment in lieu of remediation. Prior to undertaking any remediation work, the contractor shall procure the services of a qualified mold remediation firm and obtain a written estimate, unless otherwise directed by the COR. The contractor shall arrange for the contaminated items to be divided into items that are or are not suitable for remediation. The contractor shall provide a copy of the estimate to the QAE, COR, MCO, and customer. The Government will determine whether circumstances warrant disposal of the contaminated items without attempting remediation in conjunction with the customer. When the Government determines that remediation is appropriate and reasonable under the circumstances, the contractor shall only be liable for the lesser of the remediation cost or full replacement cost. Government determination of disposition of property is final.

1.2.6.16.6. Delivery of Uncontaminated Items. The contractor shall deliver any uncontaminated items to the destination.

1.2.6.16.7. Items Suitable for Remediation. The contractor shall provide pictures and an inventory of each category, salvageable & non-salvageable, if requested by the Government.

1.2.6.16.8. Shipment Inspection. The contractor shall offer the customer an opportunity to inspect the shipment and remove items of sentimental or special value at the owner's discretion in coordination with the responsible QAE or COR. Before removal of any items, the contractor may require the customer to release them from personal injury liability for exposure to mold.

1.2.6.16.9. Disposal of Contaminated Items. The contractor shall be responsible for appropriately disposing of the un-remediated portion of the contaminated items.

1.2.6.16.10. Delivery of Remediated Items. Before delivery, contractor shall notify the customer and destination QAE or COR that the items have been remediated, are ready for delivery, and provide a reasonable opportunity to inspect the remediated items before delivery begins.

1.2.6.16.11. Customer elects to inspect remediated items. If the customer does not accept the remediation on any item during the inspection, that item shall be separated from the accepted items. If the contractor agrees with the customer that those items are unacceptable, the contractor shall deliver the accepted items and process claims on the unacceptable items for compensation at FRV. If the contractor disagrees with the customer on any item, the Government will make a final determination.

1.2.6.16.12. Customer declines to inspect remediated items. If customers refuse delivery of remediated items after delivery of those items begins, the contractor shall transport those items to a storage facility at the contractor's discretion.

1.2.6.16.13. Mold Remediation. Services for mold remediation will normally be at the expense of the contractor, however, service payments may be authorized when the Government determines the mitigating contractor is not liable for the damage. Contractor shall request the service authorization from the local Ordering Officer (OO).

1.2.6.16.14. SIT for Remediation. SIT before and during remediation on all other shipments shall be at the expense of the contractor unless the CO determines the contractor is not liable.

1.2.6.16.15. Disposal after payment in lieu of remediation. OO will approve payments for contractor's disposing of mold contaminated items when the contractor has made a payment to the customer in lieu of remediation and the contractor has exceeded their maximum liability on the shipment.

1.2.6.16.16. Inconvenience Claims. Contractor may be liable for an inconvenience claim until the items are available for delivery.

1.2.7. Post Move Services.

1.2.7.1. Customer Satisfaction. A series of customer satisfaction surveys will be conducted by the government or a government-contracted third party to measure contractor performance for each shipment, in accordance with the Service Delivery Summary (Para. 2.0). The contractor shall provide status updates to the government or a government-contracted third party for all shipments to facilitate evaluation of the following performance requirements, including, but not limited to:

- Pre-Move Services (PWS paragraph 1.2.5. and all subparagraphs): accuracy and timeliness of counseling and entitlements discussions at origin and destination.

- Physical Move Services (PWS paragraph, 1.2.6. and all subparagraphs): Origin services, such as the timeliness of pickup, quality of packing, legibility of inventory, organizing and the care, courtesy, of the packing and loading crew; contract service providers were clean, neat, easily identifiable as company employees and exhibited professional behavior; and destination services such as the timeliness of delivery, unloading, unpacking, care and courtesy of the crew, inventory accurately reflected the true condition of the items packed, unpacked, loaded, and unloaded so as to protect against loss and damage, packing materials were like new, and debris removed as required.
- Post Move Services (PWS paragraph 1.2.7. and all subparagraphs): overall satisfaction with all relocation services received, claims settlement satisfaction (if applicable).

1.2.7.1.1. Customer satisfaction will be measured on a five-point Likert scale, with the top three responses counting toward satisfaction.

1.2.7.2. Contractor Liability/Claims.

1.2.7.2.1. Scope of Liability. The contractor shall be liable for all loss or damage up to Full Replacement Value (FRV) for all shipments from the point of origin to the point custody transfers to a customer as defined in the Claims and Liability Rules (Appendix E). For the contractor to claim any exemptions, contractor must prove it was free from negligence. The contractor accepts full responsibility for performance of all of its employees, subcontractors, and agents. In the event of any damage to public or private property from acts or omissions of persons performing under this contract, the contractor shall immediately repair and correct damages at contractor's expense.

1.2.7.2.2. Claims Settlement. The contractor shall pay, deny, or make an offer on all claims valued at \$1000 or less within 30 calendar days of receipt of the claim and of all other claims within 60 calendar days of receipt IAW the Claims and Liability Rules (Appendix E). Claims determined valid will be recoverable as determined by the respective Military Claims Office for the customer's Branch of Service and will include both the MCO adjudicated damages and labor costs.

1.2.7.2.3. Inconvenience Claims. The contractor shall pay the customer a daily amount equal to the applicable pickup or delivery location government per diem (to exclude lodging) for all individuals on the relocation order according to the JTR for all days past the missed pickup or delivery date. The contractor shall, in addition, pay the customer the applicable daily amount for each day the customer is awaiting delivery out of SIT if not completed on customer's first requested date and scheduled delivery date is not within five (5) GBDs (within ten (10) GBDs for shipments with a requested delivery date between June 15 through August 15).

1.2.7.2.4. Hardship Expenses. In the event the contractor fails to perform IAW the agreed to schedule, the contractor shall reimburse the customer for any out of pocket expenses incurred which are determined unavoidable and unrecoverable under any other means by the

COR. These amounts shall be in addition to amounts paid in relation to an inconvenience claim.

1.2.7.2.53. Invoicing. The contractor shall submit payment requests IAW PWS, Appendix, F. All services deemed payable by the DoD will be processed via the TPPS. The Task order will dictate, based on the customer's requested pickup date, whether peak or non-peak rates apply. TPPS requests for payment will be paid by U.S. Bank Freight Payment. A fee is required to participate in the program. TPPS is an automated on-line payment processing and transaction tracking system that supports logistical transactions and is mandatory use for DOD shippers and is utilized by U.S. Government shippers. A designated financial institution receives a transaction processing fee for every paid transaction. Payments will be made to the Prime Contractor. U.S. Bank contact information is 1-800-417-1844 for TPPS assistance.

1.2.8. Reports/Notifications.

1.2.8.1. Reports. The contractor shall provide all reports and notifications included in Appendix B, Required Reports, via email to the COR as Microsoft Excel spreadsheets. Unless otherwise specified, reports shall be provided monthly, no later than the fifteenth (15th) calendar day of the month. The contractor shall make the raw data used to compile all reports available to the government by either exporting all DoD shipment data into a DoD system or providing DoD users access to their transportation management system.

1.2.8.2. Scheduling Notifications. The contractor shall notify the customer of all scheduled dates as soon as known for counseling, packing, unpacking, pickup, delivery, and all other dates for which interaction with the contractor by the customer is required.

1.2.8.3. Weight Notifications. The contractor shall notify the customer and the government of the actual weight of each shipment within one (1) GBD of shipment pickup or prior to delivery or placement into SIT, whichever is earlier.

1.2.8.4. Excess Cost Notifications. If a customer is at risk for excess costs based on any shipment or combination of shipments exceeding or being within 10% or closer to their total weight entitlement or any other entitlement, the contractor shall notify the customer within one (1) day of discovery. Notification shall include that the customer is responsible for any excess costs that may be incurred, provide an estimated excess cost amount, and obtain written acknowledgment from the customer. The contractor shall also notify the COR of actual shipment and actual excess costs based on entitlements vs. execution and provide access to raw data.

1.2.8.5. Inbound Shipment Notification. The contractor shall notify and confirm with the customer no later than twenty-four (24) hours in advance of shipment delivery. The contractor shall not deliver a customer's personal property to SIT without customer approval unless the contractor has documented two (2) unsuccessful attempts to contact the customer. Each attempt must document a proposed FADD. The attempts must be made at least eight (8) hours apart, and no later than twenty-four (24) hours in advance of the proposed FADD. The contractor shall ensure that the customer has not attempted to contact the contractor prior to placing items into storage. If an inbound shipment is projected to fail to meet the firm RDD agreed to during

counseling or scheduling, the contractor shall notify the customer at the earliest practicable time or no later than one (1) day and provide a revised RDD.

1.2.8.6. Quality Assurance Schedule Notification. On a daily basis, NLT 0800 local installation time, the contractor shall provide the government a rolling 30-day Shipment Schedule containing the schedule for all shipments being packed, picked-up, or delivered for the purposes of scheduling government QAE. The report shall contain all dates, shall be filterable by installation, city, county, state, country, and shall contain the address location of the origin or destination activities to be observed. Any direct deliveries scheduled for same day, the contractor shall make notification of delivery within one (1) hour to the destination activity.

1.2.8.7. Storage Notifications.

1.2.8.7.1. Advance Notice of SIT Expirations & Extensions. Thirty (30) days prior to expiration of any SIT entitlement, the contractor shall provide the customer written notification via traceable means of the upcoming expiration and seek a desired disposition from the customer. The notification shall include, at a minimum, the exact date responsibility for storage charges and fees transfers to the customer, all costs and fees the customer can expect to incur, and changes in insurance coverage. The notification shall also outline procedures for the customer to conduct a Joint Inspection of stored items, to request delivery of stored items, to request extension of storage, and to authorize the contractor to dispose of unwanted property. The contractor shall provide a copy of the Joint Inspection, upon request, and shall retain a copy of all notifications and correspondence in the customer's file. If the customer authorizes disposal of property, the contractor shall notify the OO immediately. If the customer requests delivery prior to the SIT expiration, the contractor shall bill accordingly for storage up to the authorized delivery. If desired disposition is not obtained, at fifteen (15) days prior to expiration of SIT entitlement the contractor shall repeat the above notification to the customer and OO.

1.2.8.7.2. SIT Extension. If the customer requests delivery after the SIT expiration date or requests an extension of storage, the contractor shall prepare and submit a written request to extend the storage period at government expense. Upon receipt of a request to extend the storage period, the government will either issue an order to extend the SIT period or deny the request. Upon receipt of an approved request to extend a customer's storage period, the contractor shall update the shipment to reflect the storage period extension and notify the customer of the new expiration date. Should the Government not approve the request to extend a customer's storage period, the Government will authorize the storage lot to be converted to the customer's expense.

1.2.8.7.3. Conversion to Customer's Expense. Upon approval by the Government and expiration of the SIT entitlement, the contractor shall consider the DoD customer's property converted to customer's expense. Once converted, the contractor shall provide the customer written notification by traceable means, within five (5) days from the date their account converted to customer's expense. The notification must include, at a minimum, the exact date responsibility for storage charges and fees transferred to the customer, all costs and fees the customer has and will incur, changes in insurance coverage, and the method of payment the

customer shall use to pay for services. The notification shall also detail procedures to request delivery of stored items and for the customer to authorize the contractor to dispose of unwanted property. The notification shall also include copies of the pertinent storage documentation and the shipment inventory. The contractor shall maintain a record of all accounts converted to customer's expense. Even after the conversion of SIT to customer's expense, the customer may be entitled to delivery out of SIT at the Government's expense. If the customer requests delivery out of storage following conversion of the storage to customer expense, the contractor shall request approval from the OO prior to the services being performed. If request is approved, the OO will issue an order for delivery out of SIT. If request is denied, delivery out of SIT or continued SIT shall continue to be at the customer's expense.

1.2.8.7.4. Disposition of Converted Shipments. The US Government acknowledges there may be circumstances where the contractor may seek to dispose of property converted to customer's expense. Before doing so, the contractor shall seek authorization from the customer by way of a notarized authorization to dispose of the property. If authorization is not obtained, the contractor shall follow all applicable local, state and federal laws when disposing of lots converted to customer's expense.

1.2.9. Transition (Appendix A). The contractor shall perform transition IAW Appendix A in a manner which results in minimal disruption to existing operations unless otherwise directed by the CO.

1.2.10. General Information.

1.2.10.1. Post Award Conference. The contractor shall attend a Government-hosted, Post-Award Conference at a U.S. Government identified location as scheduled by the CO upon award.

1.2.10.2. Files. Copies of all documentation presented by customer and relevant to shipment or storage (including entitlement and invoicing documentation) shall be maintained in an official electronic file along with all pertinent contact information, to include unit and home addresses, telephone numbers, email addresses, and any information to contact customer at destination. Task orders showing authorizations shall be maintained electronically. The government shall have access to customer files at any time.

(b) (4)

2. SERVICE DELIVERY SUMMARY (SDS)

2.1. The SDS represents the most important contract objectives. The performance objectives identified in Table 2.1.1. will be included in the evaluation process for meeting the requirements outlined in Attachment 4, Award Term Plan and considered in the contractor's annual Contractor Performance Assessment Reporting System (CPARS) ratings. While the contractor is fully expected to comply with all requirements of the PWS, the Government's assessment of contractor performance will focus mainly on the performance objectives listed in the SDS.

Table 2.1.1

PERFORMANCE OBJECTIVE	PWS PARA	PERFORMANCE THRESHOLD (AQL) Years 1-2	PERFORMANCE THRESHOLD (AQL) Years 3-8
Timely Scheduling	1.2.5.3.1	Counseling and Firm Scheduling ($\geq 95\%$ per month) Scheduled pickup spread ($\geq 95\%$ within spread, None outside of 7 days of customer request)	No change
On-Time Pickup	1.2.5.3 and 1.2.6.7	$\geq 98\%$ per month, No state/territory or country $< 80\%$	No change
On-Time Delivery	1.2.6.9 and 1.2.6.15	Year 1: $\geq 85\%$ per month, No state/territory or country $< 80\%$ Year 2: $\geq 91\%$ per month, No state/territory or country $< 80\%$	$\geq 95\%$ per month, No state/territory or country $< 80\%$
Overall Customer Satisfaction Rating of Satisfactory	1.2.7.1 and 1.2.7.1.1	Year 1: $\geq 91\%$ per month, No state/territory or country $< 80\%$ Year 2: $\geq 93\%$ per month, No state/territory or country $< 80\%$	$\geq 95\%$ per month, No state/territory or country $< 80\%$
Claims ($< \$1,000$): % Settled Within 30 Calendar Days	1.2.7.2.2	$> 90\%$	No change
All Claims: % Settled within 60 Calendar days	1.2.7.2.2	$> 95\%$	No change
U.S. Vessel or Aircraft Compliance	1.2.6.13	100% of shipments	No change
System Availability	1.2.2.4	98% per month	No change

Cyber-Incident Reporting	4.4, 4.5	No more than one late cyber-incident report or unreported cyber-incident in a twelve (12) month period.	No change
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2.2. Performance Objectives. Performance assessments will be prepared on a monthly basis and sent to the contractor by the close of business on the last business day of each calendar month for the previous month. For purposes of evaluating monthly performance, the Government will utilize the previous month's average of the Performance Objectives referenced above. The rating used for evaluating monthly performance will become effective one month after performance has ended for a particular month.

3. GOVERNMENT FURNISHED FACILITIES (GFF): The government will provide government-owned office space for in-person counseling at no charge for locations requested by the contractor and approved by the government. Task orders issued IAW Appendix D, para D.5. will identify GFF in the request for task order proposal.

3.1. Upon approval, the Government will make available facilities in their current condition for use by the contractor. These facilities shall only be used in performance of this contract and not for other purposes such as other business, personal living quarters, or storage of personal items. The contractor shall be responsible for maintenance and repairs of the occupied facilities. The contractor shall assume full responsibility for the safe keeping of facilities and shall take adequate precautions to prevent or minimize fire hazards, odors, and vermin. At the completion or termination of the contract, and subsequent to a joint inspection by the contractor and Government, these facilities shall be returned to the Government in the same condition as received with allowances made for reasonable and fair wear and tear. The contractor shall be held liable for any repair costs incurred which are caused through negligence on the part of the contractor, subcontractor, or employee to include any administrative and inspection costs necessary to repair the facilities. No alterations to the facilities shall be made without specific written permission from the CO. The Government does not provide custodial services for areas utilized solely by the contractor; however, the contractor is required to keep the facilities clean. All work areas and means of access shall be maintained safe and orderly.

3.2. The Government will provide utilities to GFF as required, for direct support of work performed under this PWS. The types of utilities furnished include electricity, heat and air conditioning, potable water, sanitary sewer, and storm sewer (as currently available in facilities). The contractor shall not modify, connect, or disconnect any utility service or component thereof, without prior written permission from the CO. The contractor shall be responsible for operating in a manner of utilities conservation, which prohibits the waste of furnished utilities such as power, water, and sewer capacity. The contractor's employees shall not use Government furnished telephones for personal reasons or make any toll or long distance calls. The contractor's employees shall not use any Government furnished computers at the work site for any purpose. The contractor's communication services shall be ordered and paid for by the contractor and placed in a location agreed upon by the installation Director of Information Management (DOIM) and the commercial service provider.

4. CYBERSECURITY

4.1. General Cyber Security Requirements.

4.1.1. Handling and Protection of Non-Public Information. In performance of this contract, the contractor may have access to DOD Transactional Information (DTI), which for the purposes of this section shall be defined as any information developed or received in the course of planning, ordering, shipping, tracking, and invoicing in support of the requirements of this contract. To adequately protect this DTI, contractor information systems (IS) involved in the performance of this contract shall comply with the security requirements in the current version of the National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, "Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations," as soon as practical but no later than the first day orders may be issued as detailed in clause 52.216-18 Ordering. Compliance with NIST SP 800-171 measures is required at the prime contractor level and does not apply to subcontractors and other entities that the prime contractor engages with in order to meet the requirements of this contract.

Additionally, the contractor shall use such information only for the purposes of fulfilling the contracted requirements and to protect such information from unauthorized release or disclosure. Protection of the DTI does not abrogate any responsibilities of the contractor to comply with or implement additional cyber security requirements as part of generally accepted system security principles or as required by other categories of information that may be co-resident with the DTI on the contractor's IS.

4.1.2. Operationally Critical Support. The services designated under this contract are determined to be "operationally critical support" as defined in DFARS 252.204-7012 Safeguarding Covered Defense Information and Cyber Incident Reporting.

4.1.3. PII/Security, Covered Defense Information. The contractor will have access to Covered Defense Information (CDI) in the form of "other information" as defined in DFARS 252.204-7012 and described in the Controlled Unclassified Information (CUI) Registry at <http://www.archives.gov/cui/registry/category-list.html>. The CDI requiring safeguarding or dissemination controls is as follows:

4.1.3.1. Customer relocation orders which contain Personally Identifiable Information (PII);

4.1.3.2. *Reserved for any other items provided to, or generated by the contractor (such as reports) that meet the definition of PII/CDI.*

4.2. Cyber Security Assessments and Mitigation Plans. The contractor shall provide a Self-Assessment of its compliance with NIST SP 800-171 and present a Plan of Action that identifies any deviations, non-compliance, or proposed alternative means of compliance as well as plans for correcting non-compliant requirements to the contracting officer on the first day orders may be issued as detailed in clause 52.216-18 Ordering and then annually thereafter. The Self-Assessment and Plan of Action shall address all of the requirements in NIST SP 800-171. The table in (Appendix I) provides modified requirements of CUI/CDI specific controls from NIST SP 800-171 that will be used to evaluate compliance in a non-CUI/CDI

environment. Additionally, at any time during the period of performance, when a contractor determines it is non-compliant with a NIST SP 800-171 requirement or an approved alternate means of compliance resulting in a High or Moderate Potential Impact as defined in Federal Information Processing Standards Publication (FIPS PUB) 199, "Standards for Security Categorization of Federal Information and Information Systems," the contractor shall submit a Plan of Action within 15 days of the determination of non-compliance.

4.2.1. Plans of Action and any requests to vary from NIST SP 800-171 shall be submitted to the contracting officer for consideration and approval by USTRANSCOM. The contractor need not implement any security requirement determined by USTRANSCOM to be non-applicable or to have an equally effective alternative security measure implemented in its place. The Plan of Action shall follow the template provided in (Appendix J). Alternate formats for the Plan of Action may be proposed and must be approved by USTRANSCOM.

4.2.2. USTRANSCOM may conduct an on-site visit to a contractor's facility or request a third party assessment (U.S. Government agency or U.S. Government funded commercial entity) to review progress towards meeting their Plan of Action, evaluate any proposed variances to NIST SP 800-171 requirements, and to assess residual risk to the DTI resulting from the non-compliance. Date and time of on-site visits will be mutually agreed-upon by USTRANSCOM and the contractor in advance.

4.3. Cyber Incident Reporting.

4.3.1. In addition to the DFARS 252.204-7012 reporting requirements for unclassified systems and DoD Manual (DoDM) 5220.22, *National Industrial Security Program Operating Manual (NISPOM)* for classified systems, reportable cyber-incidents include, but are not limited to, the following:

4.3.1.1. Unauthorized data exfiltration, manipulation or disclosure of any DoD information resident on or transiting the contractor's unclassified or classified information systems or networks.

4.3.1.2. Unauthorized access to the contractor's unclassified or classified information system(s) or networks(s) on which DoD information is resident or transiting.

4.3.1.3. Cyber-incidents as listed in the MITRE ATT&CK Framework available at <https://attack.mitre.org/>, incorporated herein by reference, which affect network or information systems where DoD information is resident or transiting.

4.3.1.4. Notifications by a federal, state, or local law enforcement agency or cyber-center (i.e., National Cyber Investigative Joint Task Force (NCIJTF), National Cybersecurity & Communications Integration Center (NCCIC)) of being a victim of a successful or unsuccessful cyber-event, anomaly, incident, insider threat, breach, intrusion, or exfiltration.

4.3.2. If the cyber-incident affects a classified system, vulnerabilities associated with the incident will be classified per the current version of USTRANSCOM Instruction 31-02, Security Classification Guide.

4.4. Cybersecurity Incident Reporting Timelines. In addition to providing the notification required by DFARS 252.204-7012, the contractor shall notify USTRANSCOM as soon as practicable, but no later than 24 hours after discovering a reportable cyber-incident. The reporting timeline begins when the incident is discovered or reported to the company, its employees, contractors, or cybersecurity firm responsible for providing cybersecurity and response for the company. The contractor shall contact the USTRANSCOM Cyber Operations Center (CyOC) via phone at 618-220-4222. If the contractor does not immediately reach the CyOC via phone, the contractor shall send an email notification to transcom.scott.tcj6.mbx.cyoc@mail.mil.

4.5. Mandatory Reporting Data.

4.5.1. The contractor shall work with the USTRANSCOM CyOC through resolution of the incident. Within 24 hours of becoming aware of a reportable cyber-incident, the contractor shall provide an initial notification of the incident, even if some details are not yet available, which includes, but is not limited to, the following information:

- (a) Company Name
- (b) Who will be the POC with contact information
- (c) Contracting Officer POC (name, telephone, email)
- (d) Overall Assessment –Description of incident, data at risk, mitigations applied
- (e) Indicators of compromise
- (f) Vector of attack (if known)
- (g) Estimated time of attack (if known)

4.5.2. The contractor shall provide a follow-on cyber-incident report to the USTRANSCOM CyOC within 72 hours of becoming aware of a reportable cyber-incident, which includes, but is not limited to, the following information:

- (a) Contractor unique Commercial and Government Entity (CAGE) code
- (b) Contract numbers affected
- (c) Facility CAGE code where the incident occurred if different than the prime Contractor location
- (d) POC if different than the POC recorded in the System for Award Management (name, address, position, telephone, email)
- (e) Contracting Officer POC (name, telephone, email)
- (f) Contract clearance level
- (g) DoD programs, platforms, systems, or information involved
- (h) Location(s) of compromise
- (i) Date incident discovered
- (j) Type of compromise (e.g., unauthorized access, inadvertent release, other)
- (k) Description of technical information compromised
- (l) Any additional information relevant to the information compromise

4.6. Incident Reporting Coordination.

4.6.1. In the event of a cyber-incident, USTRANSCOM may conduct an on-site review of network or information systems where DoD information is resident on or transiting to assist the contractor in evaluating the extent of the incident and to share information in an effort to minimize the impact to both parties. Date and time of on-site visits will be mutually agreed upon by USTRANSCOM and the contractor in advance.

4.6.2. The contractor agrees to allow follow-on actions by the Government (e.g., USTRANSCOM, Federal Bureau of Investigation, Department of Homeland Security, DC3, etc.) to further characterize and evaluate the suspect activity. The contractor acknowledges that damage assessments might be necessary to ascertain an incident methodology and identify systems compromised as a result of the incident. Once an incident is identified, the contractor shall take all reasonable and appropriate steps to preserve any and all evidence, information, data, logs, electronic files and similar type information (reference NIST Special Publication 800-61: Computer Security Incident Handling Guide, (current version)) related to the incident for subsequent forensic analysis so that an accurate and complete damage assessment can be accomplished by the Government.

4.6.3. The contractor is not required to maintain an organic forensic capability, but shall ensure data is preserved (e.g., remove an affected system, while still powered on, from the network) and all actions documented until forensic analysis can be performed by the Government or, if the Government is unable to conduct the forensic analysis, a mutually agreed upon third party (e.g., Federally Funded Research and Development Center (FFRDC), commercial security contractor, etc.). Any follow-on actions shall be coordinated with the contractor via the Contracting Officer.

4.6.4. The contractor agrees to indemnify and hold the government harmless for following any recommendations to remedy or mitigate the cyber-incident following the actions under 4.5.1. and 4.5.2.

4.7. Confidentiality and Non-Attribution Statement. The Government may use and disclose reported information as authorized by law and will only provide attribution information on a need-to-know basis to authorized persons for cybersecurity and related purposes (e.g., in support of forensic analysis, incident response, compromise or damage assessments, law enforcement, counter intelligence, threat reporting, and trend analysis). The Government may share threat information with other USTRANSCOM industry partners without attributing or identifying the affected contractor.

5. FOREIGN ENTITY VETTING.

5.1. Subcontractor Suitability. Contractors shall submit a semi-annual report to the contracting officer for each first tier foreign subcontractor, operating as a separate legal entity, contracting directly with contractor or its commonly owned legal affiliate which has employees who may have physical contact with Government shipments in the ordinary course of contract performance. The initial report is due 30 calendar days after contract award and every 1 June and 1 December thereafter.

5.1.1. The report shall include the information referenced in Appendix B, para B.15.

5.1.2. For foreign carriers that fall within the scope of the reporting requirement, contractor shall provide a copy of business licenses required for the contractor to legally operate in that country.

5.1.3. Contractor is not required to limit reporting solely to subcontractors used for services under the contract, but rather may provide a complete list of subcontractors within scope in contractor's network. Additionally, the contractor shall be held to a collection and reporting standard measured by customary commercial practices. The Government acknowledges that this is a cooperative effort.

5.1.4. The contractor shall be responsible for appropriately marking sensitive information as proprietary or trade secret. The Government will handle proprietary or trade secret information within the applicable statutes, rules, and regulations regarding the handling and release of such information.

5.1.5. Prior to contract performance and periodically throughout performance, the contracting officer shall make available to the contractor the name of active or potential subcontractors determined to be unsuitable. The contractor shall not allow named entities to perform any role in performance under this contract. If the contractor chooses to terminate the unsuitable subcontractor, the Government shall not be liable for any costs incurred by the contractor in establishing or terminating use of the unsuitable subcontractor. The contractor may choose not to terminate the unsuitable subcontractor for use on its commercial contracts.

An unsuitable determination does not preclude the contractor from nominating an unsuitable entity for reconsideration during the contract performance period. The contractor is encouraged to provide the contracting officer additional information that may affect the subcontractor's suitability. Any entity listed in the U.S. Government Consolidated Screening List (http://export.gov/ecr/eg_main_023148.asp) or otherwise prohibited per FAR Subpart 25.7, Prohibited Sources, will not be reconsidered.

GHC APPENDICES

Appendix A: Transition and Phase-In/Phase-Out Plan, P00002

Appendix B: Required Reports

Appendix C: Transit Times

Appendix D: Non-Standard Processes

Appendix E: Claims and Liability Rules

Appendix F: Payment and Invoicing

Appendix G: Economic Price Adjustment Schedule

Appendix H: Form Data Elements

Appendix I: CUI Requirements Table

Appendix J: NIST.SP.800-171 - POAM