

DRAFT

PERFORMANCE WORK STATEMENT (PWS)

For

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



FEBRUARY 2019

DRAFT

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 warehouse services worldwide for DOD and U.S Coast Guard service members and civilians (hereafter referred to as customer). The contractor shall prepare, pickup, and deliver shipments for relocation transportation and storage, and shall deliver goods not later than the required delivery date (RDD). The contractor shall assume all responsibility from the point of counseling to the point custody of shipment transfers to a customer. The contractor's responsibilities include but are not limited to providing full-service household goods shipment management services to include (1) move counseling; (2) booking transportation service providers (TSP); (3) traffic management and administration; (4) shipment packing and unpacking, loading and unloading; (5) in-transit visibility (ITV); (6) operation of secure storage facilities (shipment handling-in/handling out); (7) claims processing and resolution (inconvenience, loss, and/or damage); (8) management of storage accounts that convert from Government expense to customer expense; (9) invoicing; (10) reporting.

1.2. Contractor Duties.

1.2.1. Personnel Administration.

1.2.1.1. Non-Disclosure Agreements (NDA). All contractor personnel performing administrative functions in support of this contract shall sign a NDA prior to accessing any information pertaining to this contract.

1.2.1.2. Background Checks/Records. The contractor shall ensure a background check is conducted (at contractor expense) for all persons performing under this contract whose role(s) may involve handling and/or transporting shipments prior to engaging in any services identified herein. The contractor shall provide all employment records to Government upon request, to the extent allowed by law. (*More detailed background check requirements are currently under review.*)

1.2.1.3. Workforce Requirements. The contractor shall ensure all persons performing under this contract meet the specific requirements for local installation access when it is required. The contractor shall ensure all employees remain 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 that all employees and sub-contractors are free from possession and/or not under the influence of drugs or alcohol while in a customer residence or handling a customer's personal property.

1.2.1.4. Customer Interaction. At least one crew member, and/or warehouse employee where applicable, shall be fluent in English for the purposes of customer interaction, and all employees shall be clean and neat with identifiable uniform. The contractor shall replace any

individuals exhibiting unprofessional behavior when requested by the customer or a government representative.

1.2.1.5. Driver Identification/Qualification Requirements. The contractor shall ensure drivers who perform under this contract are legally qualified and licensed in accordance with local, state, federal, and foreign country or international laws. Drivers transporting DOD shipments shall be able to prove their identity and qualifications at all times via tamper-free documentation.

1.2.2. Information Systems. The contractor shall provide and maintain a web-based, mobile compatible information technology (IT) system able to manage complete household goods relocation services globally, and that customers can use to exchange information with the contractor to coordinate their move. At a minimum, the system will provide shipment visibility data that will report the arrival or departure of the property from any transition point or storage facility location, the time, the status and estimated date of arrival at destination.

1.2.2.1. Systems Integration. The contractor shall work with the government to integrate their system with a government-managed orders integration platform (MilMove), for the purpose of receiving customer travel orders and shipment requirements. Additionally, the contractor shall work with the government to push shipment data to a government-managed database. The contractor shall provide new records and updates to existing records. The contractor shall provide access to additional information as requested by the COR.

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 customer wait times do not exceed 15 minutes.

1.2.4. Pre-Move Services.

1.2.4.1. 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 remain valid until the entire shipment has been delivered and all associated actions are considered final (Example: Through final claims settlement).

1.2.4.2. Entitlement Verification/Counseling. The contractor shall verify each customer's shipping entitlement, and provide accurate entitlement counseling in accordance with all applicable US Government, DOD, Joint, Military Service-specific, and International regulations and instructions. The contractor shall establish a contingency method for performing counseling for customers in remote locations, or customers who lack the ability to conduct a counseling via face-to-face communication or the internet.

1.2.4.3. Scheduling. Based on customer entitlements, the contractor shall schedule/book shipment relocation services with required packing, pickup, and delivery dates. The contractor shall provide an initial offer of spread dates for pick-up and delivery during counseling. Spread dates shall be within 3 working days of customer requested dates. Once customer accepts the

offered dates, the contractor shall provide a firm booking within 24 hours. The Required Delivery Date minimum is defined as the pickup date plus the transit time.

1.2.4.3.1. Changes to Schedule. The contractor shall accommodate all requests received prior to delivery for: terminations, rescheduling, diversions, stop-offs, extra pickups, and extra delivery.

1.2.4.3.2. Cancellations. The contractor shall accommodate shipment cancellation prior to twenty-four (24) hours of scheduled packing/pickup without cost or obligation to the Government.

1.2.4.3.3. Installation Scheduling. The contractor shall schedule all pick-ups and or deliveries in accordance with specific installation/facility requirements. Any delay due to personnel disqualification from specific installation access or failure to follow published access guidelines is considered an unacceptable delay.

1.2.4.4. Documentation. The contractor shall prepare and retain accurate and legible documentation (written and/or electronic) which reflects the true condition of ALL property, to include annotation of all professional books, papers & equipment and required medical equipment within a shipment, as well as proof of performance for each step of the customer's household goods relocation transportation and/or warehouse storage services as provided herein. The contractor shall maintain a record of the location of all personal property shipments. Documentation shall include but is not limited to items such as weight estimates, inventory sheets, warehouse receipt, warehouse exception sheets, pick-up 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.

1.2.4.4.1. Weight Estimates. The contractor shall provide the government and customer weight estimates on all shipments. The estimate must be within 10% of the net weight as documented on the certified weight tickets. The contractor shall be responsible for weight-related costs 10% above the weight estimate.

1.2.5. Physical Move.

1.2.5.1. Inventory. The contractor shall prepare all shipment inventories in accordance with International Organization for Standardization (ISO) Standard 17451. The contractor shall separately weigh, and annotate Professional Books, Papers & Equipment (PBP&E), and required medical equipment in accordance with regulation.

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

1.2.5.2.1. Packing Materials. The contractor shall use new packing and wrapping materials for all personal property packed in boxes, containers or cartons; except in the case where the customer has provided original or specially-designed packaging that the contractor has inspected and accepted as being as good as or better than new generic materials. 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 items.

1.2.5.3. Preparation of Shipments for Non-Temporary Storage (NTS). The contractor shall prepare and load property going into NTS in containers for shipment to NTS and only remove necessary items from crates at the warehouse that require specialized placement or protection to ensure no change in condition while in NTS.

1.2.5.3.1. All cartons and wrapping material shall be new and adequate for the use employed (reference 1.2.4.1). After packing, cartons must 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 should be stacked in an upright position so as 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.

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

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

1.2.5.3.4. Upholstered furniture, to include wicker and wood frame with cushions, shall be placed right side up on all legs in suitable containers or on racks covered by plastic or paper and secured with tape, shrink wrap or equivalent materials so that nothing touches or presses against the upholstery. When clear plastic coverings are used, care shall be taken to prevent fading or bleaching of materials. Removable cushions shall be stored with the master pieces.

1.2.5.3.5. All rugs, rug pads and carpets shall be properly rolled (not folded) and protected. If rack storage is used, rugs cannot be stacked more than two high and no items can be stacked on top of rugs.

1.2.5.3.6. All firearms shall be stored with the bulk of the lot unless approved by the COR.

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

1.2.5.3.8. 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 which are required as an integral part of the appliance in its normal operation.

1.2.5.3.9. The contractor shall verify that power-driven equipment, boats and motorcycles have: been drained of all gasoline; batteries removed except for those lots identified as remaining in storage for less than one year; the cables disconnected from the battery terminals; and the cable ends taped. The contractor shall verify boat drain plugs have been removed and if not permanently attached to the boat, place it in a cloth bag and tie it to the boat. Motorcycle keys will remain in the customer's file to facilitate handling and movement.

1.2.5.3.10. Uncrated power-driven equipment and motorcycles shall be placed upright, fully covered, and wrapped in a protective material with nothing pressing on it and may be stored in a separate area of the warehouse. Boats on trailers will be stored on the trailer. Uncrated small boats not on trailers can be stored in racks or a separate area.

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

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

1.2.5.6. 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 or the customer. Shipments will not be scheduled for pickup or delivery on Saturdays, Sundays, U.S. holidays, or foreign national holidays unless there is a mutual agreement between the customer/government and the contractor.

1.2.5.7. Transport. The contractor shall transport HHG/UB shipments from origin to destination so as to ensure delivery by the RDD. The contractor retains responsibility 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-local country movements.

1.2.5.8. Weight Tickets. The contractor shall obtain certified weight tickets for each shipment or piece of a shipment if transported separately. The contractor shall retain all weight tickets, and make the information contained therein available to the customer and the government. All weight tickets must be signed by the person performing the weighing, and shall contain location, date, all weight entries (tare, gross and/or net weights), and shipment identification number or bill of lading number.

1.2.5.9. Reweighs. When requested, 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 being at risk of excess

weight, in accordance with their entitlement. The contractor shall accommodate the customer or the government when either party makes a request to witness a reweigh, by providing the location and the date/time in order to give a reasonable opportunity for the interested parties to be present. In the event a reweigh is conducted the contractor shall invoice on the lesser of the two weights.

1.2.5.10. International Shipments. The contractor shall use a vessel or aircraft of United States (U.S.) registry, and must request a waiver (waiver process TBD). The contractor shall provide a copy of the waiver, where applicable.

1.2.5.11. Safeguarding PII for International Shipments. IAW Homeland Security Customs and Border Protection guidance for safeguarding Personally Identifiable Information (PII), the contractor shall ensure their associated port agents, overseas general agents, and/or other responsible parties do not include shipper's Social Security Number (SSN), shipper's rank/grade, the words "DOD Personal Property, DOD Shipment or Military Shipment," or the Bill of Lading (BL) number are 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).

1.2.5.12. Delivery. The contractor shall deliver and unload all pieces of a shipment as scheduled by the RDD. The contractor shall provide full un-packing and re-assembly services unless waived by the customer.

1.2.5.12.1. Unpacking & 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 non-temporary storage must be reassembled. On a one-time basis, all barrels, boxes, cartons, and/or crates must be unpacked (upon request) and the contents placed in a room designated by the customer. This includes the placement of articles in cabinets, cupboards, or on shelving in the kitchen when convenient and consistent with safety of the article(s) and proximity of the area desired by the customer, but does not include arranging the articles in a manner desired by the customer.

1.2.5.12.2. Delivery from Non-Temporary Storage. The contractor shall release shipments from Non-Temporary Storage (NTS) facilities within 5 Government business days that the customer makes the request unless otherwise agreed to by the customer, and shall be delivered to the customer by a required delivery date determined by established transit times.

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

1.2.5.13. Storage. The contractor shall provide warehouse storage facilities to accommodate storage in transit (SIT) and containerized non-temporary storage (NTS) 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. The contractor shall

ensure that all shipments are not exposed to vermin, dust, mold, mildew, moisture, hazardous chemicals, as well as exposure to extreme heat, cold, humidity, and direct sunlight.

1.2.5.13.1. 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 and all subcontractors utilized for storage must acknowledge in writing that holding shipments hostage is a violation of Federal Law; specifically IAW USC Title 37, Section 453, which states in part, "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."

1.2.5.13.2. At a minimum, all NTS facilities shall maintain an operational Class 1 fully automatic supervised sprinkler system; 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 COR. All storage facilities shall be located above the 100-year flood plain for the area.

1.2.5.13.3. Firewall Separation. All NTS facilities with capacity in excess of three (3) million pounds shall provide firewall separation for every three (3) million gross pounds of stored personal property lots.

1.2.5.13.4. Locator System and Lot Identification. The contractor shall maintain an up-to-date locator system to facilitate the prompt identification and location of all stored items and individual items to be stored separately. Individual items stored separately will have an identity tag. This tag will be fastened to the item. At a minimum an acceptable system requires the following control data: (1) owner's name, (2) lot number, (3) receipt date, (4) pallet/box number, and (5) pallet/box location.

1.2.6. Post Move Services.

1.2.6.1. Customer Satisfaction Evaluation. A customer satisfaction survey will be conducted to determine contractor performance 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 so that the survey can be conducted at stages to be defined by the government.

1.2.6.2. Contractor Liability/Claims.

1.2.6.2.1. Scope of Liability. The contractor shall be liable for all loss and/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 (Attachment TBD), Claims and Liability Rules. For the contractor to claim any exemptions, contractor must prove they were free from negligence. The

contractor accepts full responsibility for performance 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/or correct damages at contractor's expense.

1.2.6.2.2. Claims Settlement. The contractor shall pay, deny, or make an offer on all claims valued at \$1000 or less within 30 days of receipt of the claim and of all other claims within 60 days of receipt IAW the Claims and Liability Rules (Attachment TBD).

1.2.6.2.3. Inconvenience Claims. The contractor shall reimburse the customer for temporary lodging expenses or allowances for all individuals on the travel order according to the JTR for all days past any missed pickup, delivery. The contractor shall, in addition, reimburse the customer while awaiting delivery out of SIT if not completed on customer's first requested date and scheduled delivery date is not within five GBDs (within ten GBDs for shipments with a requested delivery date between June 15 through Aug 15).

1.2.6.3. Invoicing. The contractor shall submit all invoices to the government through the use of an automated system. The contractor shall ensure that all documentation required for DOD FIAR (Financial Integrity and Audit Readiness) compliance is provided with all invoices.

1.2.7. Reports/Notifications.

1.2.7.1. 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 directed by Contracting Officer or specified elsewhere in this PWS. Unless otherwise specified, reports shall be provided monthly, no later than the fifteenth calendar day of the month. The format of each report will be agreed to prior to contract start. Additional reports may be requested by Contracting Officer as needed. Title to all items, including reports, and information and data included in said reports, delivered to the Government and/or furnished under this contract passes to the Government upon acceptance, in accordance with FAR 52.212-4(n). The contractor shall make the raw data used to compile all reports contained in (Attachment TBD) available to the government.

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

1.2.7.3. Weight Notifications. The contractor shall notify the customer of the actual net weight of each shipment within twenty-four (24) hours of shipment pickup, or prior to delivery, whichever is earlier.

1.2.7.4. Excess Cost Notifications. The contractor shall notify all customers who the contractor has identified as being at risk for excess cost for any reason, based on their entitlements. The contractor shall obtain written acknowledgment from the customer that they are aware they (the customer) are responsible for any excess costs that may be incurred.

1.2.7.5. Inbound Shipment Notification. The contractor shall notify and confirm with the customer between twenty-four (24) and forty-eight (48) hours in advance of shipment delivery. The contractor shall not deliver a customer's personal property to SIT without customer approval unless two (2) documented unsuccessful attempts to contact the customer have been made at least eight (8) hours apart within the delivery notification window described above, and the customer has not attempted to contact the contractor to confirm delivery.

1.2.7.6. Storage Notifications.

1.2.7.6.1. Advance Notice of NTS/SIT Expirations & Extensions. The contractor shall notify the customer and the COR in writing of the impending expirations and/or extensions of entitlement for NTS not later than sixty (60) days prior to the first day of the expiration month. The contractor shall notify the customer thirty (30) days prior to termination of any SIT entitlement. The contractor shall notify the customer via written notification by mail or email with read receipt. Customers will be notified of the exact date responsibility for storage charges and fees transfers to the customer as well as all costs, inclusive of all rates, fees, and changes to insurance the customer can expect to incur until their property is removed. The contractor shall retain a copy of all notifications and correspondence in the customer's file.

1.2.7.6.2. NTS Extension. The contractor shall prepare and submit a written request to the applicable Service Representative for each NTS storage lot with a storage extension entitlement. Upon receipt of a request/authorization to extend a customer's NTS storage period, the contractor shall prepare a supplemental service order and shall process it IAW the DTR, Part IV. The contractor shall also annotate the supplemental service order to reflect the NTS storage period extension.

1.2.7.6.3. Conversion to Commercial Account. The contractor shall advise the appropriate Service Headquarters and the COR of customer entitlements by submitting all supporting documentation not later than 15 days prior to conversion to a commercial account. The contractor shall notify the customer in writing by certified mail, return receipt requested, or by other traceable means, within 5 days of the date their account converted to commercial rates. The notification shall clearly state the customer's responsibilities including but not limited to: all costs and fees the customer can expect to incur, change in insurance coverage, the method of payment the customer shall use to pay for services, and procedures for requesting delivery of stored items. The notification shall include copies of the pertinent storage documentation and the HHG/UB inventory (if available). The contractor shall maintain a record of all accounts converted to commercial accounts.

1.2.7.6.4. Termination and Disposition. The contractor shall dispose of a customer's property in accordance with all applicable local, state and federal laws. The contractor shall NOT terminate a customer's storage entitlement nor dispose of any personal property without prior notice to the Service Headquarters or receipt of notarized authorization to dispose from the customer.

1.2.8. Transition. The contractor shall perform transition IAW the plan (as revised and CO approved) included in their successful proposal and incorporated into this contract (Attachment

TBD) in a manner which results in minimal disruption to existing operations by the contract start date unless otherwise directed by the CO.

1.2.9. General Information.

1.2.9.1. 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. Payment for attendance in the amount of \$1,500 will be made utilizing the applicable reimbursable contract line item number (CLIN) and shall satisfy the contract minimum order.

1.2.9.2. Accessibility. The contractor is not required to remove/place property from/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 up erect.

1.2.9.3. Files. Copies of all documentation presented by customer and relevant to shipment and/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. Orders showing entitlement shall be maintained electronically. The Government shall have unlimited access to all files at all times.

2. SERVICE DELIVERY SUMMARY

PERFORMANCE OBJECTIVE	PWS PARA	PERFORMANCE THRESHOLD (AQL)
On-Time Pickup		>= 98% per month, No state/territory or country < 80%
On-Time Delivery		>= 98% per month, No state/territory or country < 80%
Overall Customer Satisfaction Rating of Satisfactory (Shipments)		>= 95% per month, No state/territory or country < 80%
Overall NTS Rating of Satisfactory (Pickup & Delivery)		>= 95% per month
US Flag Compliance		100%
Quick Claims (< \$1,000): % Settled Within 30 Days		>= 95%
All Claims: % Settled within 60 days		>= 95%

3. GOVERNMENT FURNISHED EQUIPMENT (GFE)

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 mean 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 1 August 2019 (contract award date + 10 months). 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 agrees to 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 "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 1 August 2019 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 (Attachment TBD) 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 (Attachment TBD). 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. When the contractor discovers a cyber incident, as defined in DFARS Clause 252.204-7012, that affects the contractor's ability to perform the operationally critical support as identified in the contract, the contractor shall, as soon as practicable, but no later than 72 hours after discovering the incident, notify the USTRANSCOM Deployment and Distribution Operations Center (DDOC) Chief at 618-220-7700. If the contractor does not immediately reach the DDOC Chief via phone, the contractor shall send a notification email to transcom.scott.tcj3.mbx.ddoc-chief@mail.mil. The contractor shall provide an initial description of the incident that will include the information known at the time of the notification and shall provide a company POC who shall work with USTRANSCOM DDOC through the resolution of the incident.

4.3.1. The contractor shall also report the incident as outlined in DFARS 252.204-7012.

4.3.2. USTRANSCOM may conduct an on-site review 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.

5. SECURITY (PHYSICAL, PERSONNEL, INFORMATION, INDUSTRIAL, OPERATIONS, ANTITERRORISM, AND FORCE PROTECTION) REQUIREMENTS

5.1. General Security Information. *Reserved for future use.*