



Terms and Conditions Applicable to Logistics Worldwide (LogWorld)

1.0 Scope

a. Services provided under Special Item Numbers 874-501, 874-503, 874-507, and 874-599 Logistics Worldwide (LOGWORLD) apply to all Federal agencies, both civilian and Defense.

b. The prices, terms and conditions stated under Special Item Numbers 874-501, 874-503, 874-507, and 874-599 LOGWORLD apply exclusively to LOGWORLD within the scope of this Schedule.

c. GENCO Infrastructure Solutions, Inc. (GENCO) shall provide services at GENCO's facility and/or at the Government location, as agreed to by GENCO and the ordering office. "On-site" pricing schedules reflect work to be performed at GENCO's facilities; "off-site" pricing reflects work performed at customer locations.

2.0 Ordering Procedures

a. Procedures for LOGWORLD Priced on GSA Schedule at Hourly Rates.

(1) GSA has determined that the rates for LOGWORLD contained in this price list are fair and reasonable. However, the ordering office using this contract is responsible for considering the level of effort and mix of labor proposed to perform a specific task being ordered and for making a determination that the total firm fixed price or ceiling price is fair and reasonable.

(2) When ordering LOGWORLD, ordering offices shall -

(A) Prepare a Request for Proposal (RFP).

(i) Prepare a performance-based Statement of Work (SOW) that outlines, at a minimum, the work to be performed, location of work, period of performance, deliverable schedule, applicable standards, acceptance criteria, and any special requirements (security clearances, travel, special knowledge, etc.).

(ii) Prepare an RFP that includes the performance-based SOW and requests GENCO to submit either a firm fixed price or a ceiling price to provide the services outlined in the SOW. A firm fixed-price order shall be requested, unless the ordering office makes a determination that it is not possible at the time of placing the order to estimate accurately the extent or duration of the work or to anticipate costs with any reasonable degree of confidence. When such a determination is made, a labor-hour or time-and-materials proposal may be requested. The firm fixed price shall be based on the hourly rates in the Schedule contract and shall consider the mix of labor categories and level of effort required to perform the services described in the SOW. The firm fixed price of the order should also include any travel costs or other incidental costs related to performance of the services ordered, unless the order provides for reimbursement of travel costs at the rates provided in the Federal Travel Regulations or JTR. A ceiling price must be established for labor-hour and time-and-materials orders.

(iii) The RFP may request that GENCO submit, if necessary or appropriate, a project plan for performing the task and information on GENCO's experience and/or past performance performing similar tasks.

(iv) The RFP shall notify GENCO of the basis to be used for selecting the Schedule Contractor to receive the order. The notice shall include the basis for determining whether GENCO is technically qualified and provide an explanation

regarding the intended use of any experience and/or past performance information in determining technical acceptability of responses. If consideration will be limited to Schedule contractors who are small business concerns, the RFP shall notify GENCO that this will be the case.

(B) Transmit the RFP to Contractors

(i) Based on an initial evaluation of catalogs and pricelists, the ordering office should notify GENCO that it appears to offer the best value (considering the scope of services offered, hourly rates and other factors such as contractor locations, as appropriate).

(ii) The RFP should be to three contractors if the proposed order is estimated to exceed the micro-purchase threshold, but not to exceed the maximum order threshold. For proposed orders exceeding the maximum order threshold, the RFP should be provided to additional contractors who offer services that will meet the agency's needs. Ordering offices should strive to minimize GENCO's costs associated with responding to RFPs for specific orders. Requests should be tailored to the minimum level necessary for adequate evaluation and selection for order placement.

(C) After responses have been evaluated against the factors identified in the RFP, the order should be placed with the Schedule Contractor who represents the best value and results in the lowest overall cost alternative (considering price, special qualifications, administrative costs, etc.) to meet the Government's needs.

(D) Agencies may use written orders, Electronic Data Interchange (EDI) orders, Blanket Purchase Agreements (BPAs), individual purchase orders, or task orders for ordering services under this contract.

(E) All task orders are subject to the terms and conditions of the contract. In the event of conflict between a task order and the contract, the contract will take precedence.

(3) Establishment of Federal Supply Schedule BPAs for recurring services is permitted (FAR 8.404) when the procedures outlined herein are followed. All BPAs for services must define the services that may be ordered under the BPA, along with delivery or performance time frames, billing procedures, etc. The potential volume of orders under BPAs, regardless of the size of individual orders, may offer the ordering office the opportunity to secure volume discounts. When establishing BPAs, ordering offices shall -

(A) Inform contractors in the RFP (based on the agency's requirement) whether a single BPA or multiple BPAs will be established, and indicate the basis that will be used for selecting the Schedule Contractor to be awarded the BPAs.

(i) Single BPA: Generally, a single BPA should be established when the ordering office can define the tasks to be ordered under the BPA and establish a firm fixed price or ceiling price for individual tasks or services to be ordered. When this occurs, authorized users may place the order directly under the established BPA when the need for service arises. The Schedule Contractor who represents the best value and results in the lowest overall cost alternative to meet the agency's needs should be awarded the BPA.

(ii) Multiple BPAs: When the ordering office determines multiple BPAs are needed to meet its requirements, the ordering office should determine which contractors can meet any technical qualifications before establishing the BPAs. When multiple BPAs are established, the authorized users must follow the procedure in (2)(B)(ii) above, and then place the order with the Schedule Contractor who represents the best value and results in the lowest overall cost alternative to meet the agency's needs.

(B) Review BPAs periodically. Such reviews shall be conducted at least annually. The purpose of the review is to determine whether the BPA still represents the best value (considering price, special qualifications, etc.) and results in the lowest overall cost alternative to meet the agency's needs.

(C) BPAs shall not extend beyond the end of the contract period; all services and deliveries shall be made and the contract terms and conditions shall continue in effect until the completion of the order. Orders for tasks that extend beyond the fiscal year for which funds are available shall include Federal Acquisition Regulation (FAR) 52.232-19 Availability of Funds for the Next Fiscal Year. The purchase order shall specify the availability of funds and the period for which funds are available.

(4) The ordering office should give preference to small business concerns when two or more contractors can provide the services at the same firm fixed price or ceiling price.

(5) When the ordering office's requirement involves both products as well as PES, the ordering office should total the prices for the products and the firm fixed price for the services and select the Schedule Contractor that represents the greatest value in terms of meeting the agency's total needs.

(6) The ordering office should, at a minimum, document orders by identifying GENCO as the source from which the services were purchased, and listing the services purchased and the amount paid. If other than a firm fixed-price order is placed, such documentation should include the basis for the determination to use a labor-hour or time-and-materials order. For agency requirements in excess of the micro-purchase threshold, the order file should document the evaluation of Schedule Contractors' proposals that formed the basis for selecting the Schedule Contractor that received the order and the rationale for any trade-offs made in making the selection.

b. Ordering Procedures for Other Services Available on Schedule at Fixed Prices for Specifically Defined Services or Tasks.

Orders placed pursuant to a Multiple Award Schedule (MAS), using the procedures in FAR 8.404, are considered to be issued pursuant to full and open competition. Therefore, when placing orders under Federal Supply Schedules, ordering offices need not seek further competition, synopsise the requirement, make a separate determination of fair and reasonable pricing, or consider small business set-asides in accordance with Subpart 19.5. GSA has already determined the prices of items under Schedule contracts to be fair and reasonable. By placing an order against a Schedule using the procedures outlined below, the ordering office has concluded that the order represents the best value and results in the lowest overall cost alternative (considering price, special features, administrative costs, etc.) to meet the Government's needs.

(1) Orders placed at or below the micro-purchase threshold. Ordering offices can place orders at or below the micro-purchase threshold with any Federal Supply Schedule Contractor.

(2) Orders exceeding the micro-purchase threshold but not exceeding the maximum order threshold. Orders should be placed with the Schedule Contractor that can provide the supply or service that represents the best value. Before placing an order, ordering offices should consider reasonably available information about the service offered under MAS contracts by using the "GSA Advantage" online shopping service, or by reviewing the catalogs/price lists of at least three Schedule Contractors and selecting the delivery and other options available under the Schedule that meet the agency's needs. In selecting the service representing the best value, the ordering office may consider (i) special features of the service that are required in effective program performance and that are not provided by a comparable service, and (ii) past performance.

(3) Orders exceeding the maximum order threshold. Each Schedule contract has an established maximum order threshold. This threshold represents the point where it is advantageous for the ordering office to seek a price reduction. In addition to following the procedures in paragraph b, above, and before

placing an order that exceeds the maximum order threshold, ordering offices shall--

(A) Review additional Schedule Contractors' catalogs/price lists or use the "GSA Advantage" online shopping service.

(B) Based upon the initial evaluation, generally seek price reductions from the Schedule Contractor(s) appearing to provide the best value (considering price and other factors).

(C) After price reductions have been sought, place the order with the Schedule Contractor that provides the best value and results in the lowest overall cost alternative. If further price reductions are not offered, an order may still be placed, if the ordering office determines that it is appropriate.

Note: For orders exceeding the maximum order threshold, GENCO may (i) offer a new lower price for this requirement (the Price Reductions clause is not applicable to orders placed over the maximum order in FAR 52.216-19 Order Limitations); (ii) offer the lowest price available under the contract; or (iii) decline the order (orders must be returned in accordance with FAR 52.216-19).

(4) Price reductions. In addition to the circumstances outlined in paragraph (3) above, there may be instances when ordering offices will find it advantageous to request a price reduction. For example, when the ordering office finds a Schedule service elsewhere at a lower price or when a BPA is being established to fill recurring requirements, requesting a price reduction could be advantageous. The potential volume of orders under these agreements, regardless of the size of the individual order, may offer the ordering office the opportunity to secure greater discounts. Schedule Contractors are not required to pass on to all Schedule users a price reduction extended only to an individual agency for a specific order.

(5) Small business. For orders exceeding the micro-purchase threshold, ordering offices should give preference to the items of small business concerns when two or more items at the same delivered price will satisfy the requirement.

(6) Documentation. Orders should be documented, at a minimum, by identifying GENCO as the source from which the item was purchased, and listing the item purchased and the amount paid. If an agency requirement in excess of the micro-purchase threshold is defined so as to require a particular brand name, product, or feature of a product peculiar to one manufacturer, thereby precluding consideration of a product manufactured by another company, the ordering office shall include an explanation in the file as to why the particular brand name, product, or feature is essential to satisfy the agency's needs.

(c) Purchase of Incidental, Non-Schedule Items.

For administrative convenience, open market (non-contract) items may be added to a Federal Supply Schedule BPA or an individual order, provided that the items are clearly labeled as such on the order, all applicable regulations have been followed, and price reasonableness has been determined by the ordering activity for the open market (non-contract) items.

3.0 Security Requirements

In the event security requirements are necessary, the ordering activities may incorporate, in their Delivery Orders, a security clause in accordance with current laws, regulations, and individual agency policy; however, the burden of administering the security requirements shall be with the ordering agency. If any costs are incurred as a result of the inclusion of security requirements, such costs will not exceed \$100,000 or ten percent of the total dollar value of the order, whichever is less.

4.0 Performance of Services

- a. GENCO shall commence performance of services on the date agreed to by GENCO and the ordering office.
- b. GENCO agrees to render services only during normal working hours, unless otherwise agreed to by GENCO and the ordering office.
- c. GENCO guarantees the satisfactory completion of the LOGWORLD services performed under the task order and that all contract personnel used in the performance of LOGWORLD services under the task order shall have the education, experience, and expertise as stated in the task order.
- d. Any contractor travel required in the performance of LOGWORLD services must comply with the Federal Travel Regulations or JTRs, as applicable, in effect on the date(s) the travel is performed. Established Federal Government per diem rates will apply to all contractor travel. Contractors cannot use GSA city pair contracts.

5.0 Inspection of Services

The Inspection of Services-Fixed Price (AUG 1996) clause at FAR 52.246-4 applies to firm fixed-price orders placed under this contract. The Inspection Time-and-Materials and Labor-Hour (JAN 1986) clause at FAR 52.246-6 applies to time-and-materials and labor-hour orders placed under this contract.

6.0 Responsibilities of GENCO

GENCO shall comply with all laws, ordinances, and regulations (Federal, State, city, or otherwise) covering work of this character.

7.0 Responsibilities of the Government

Subject to security regulations, the ordering office shall permit contractor access to all facilities necessary to perform the requisite LOGWORLD services.

8.0 Independent Contractor

All LOGWORLD services performed by GENCO under the terms of this contract shall be as an independent contractor, and not as an agent or employee of the Government.

9.0 Organizational Conflicts of Interest

a. Definitions

"Contractor" means the person, firm, unincorporated association, joint venture, partnership, or corporation that is a party to this contract.

"Contractor and its affiliates" and "Contractor or its affiliates" refers to GENCO, its chief executives, directors, officers, subsidiaries, affiliates, subcontractors at any tier, consultants and any joint venture involving GENCO, any entity into or with which GENCO subsequently merges or affiliates, or any other successor or assignee of GENCO.

An "organizational conflict of interest" exists when the nature of the work to be performed under a proposed Government contract, without some restriction on activities by GENCO and its affiliates, may either (i) result in an unfair competitive advantage to GENCO or its affiliates, or (ii) impair the objectivity of GENCO or its affiliates in performing contract work.

b. To avoid an organizational or financial conflict of interest and to avoid prejudicing the best interests of the Government, ordering offices may place restrictions on GENCO, its affiliates, chief executives, directors, subsidiaries and subcontractors at any tier when placing orders against Schedule contracts. Such restrictions shall be consistent with FAR 9.505 and shall be designed to avoid, neutralize, or mitigate organizational conflicts of interest that might otherwise exist in situations related to individual

orders placed against the Schedule contract. Examples of situations that may require restrictions are provided at FAR 9.508.

10.0 GENCO's Commitments, Warranties and Representations

a. For the purpose of this contract, commitments, warranties and representations include the following, in addition to those agreed to for the entire Schedule contract:

(1) Time of delivery/installation quotations for individual orders

(2) Technical representations and/or warranties of products concerning performance, total system performance and/or configuration, physical, design and/or functional characteristics and capabilities of a product/equipment/service/software package submitted in response to requirements that result in orders under this Schedule contract

(3) Any representations and/or warranties concerning the products made in any literature, description, drawings and/or specifications furnished by GENCO

b. The above is not intended to encompass items not currently covered by the GSA Schedule contract.

11.0 Overseas Activities

Prices offered include delivery to destinations located within the 48 contiguous States and the District of Columbia. The prices offered do not include delivery FOB destinations in Alaska, Hawaii, the Commonwealth of Puerto Rico, and such overseas locations as specified.

When deliveries are made to destinations outside the 48 contiguous States; i.e., Alaska, Hawaii, the Commonwealth of Puerto Rico, and such overseas locations as specified, the following conditions will apply:

➤ Delivery will be FOB inland carrier, point of exportation (FAR 52.247-38), with the transportation charges to be paid by the Government from point of exportation to destination in Alaska, Hawaii, the Commonwealth of Puerto Rico, and such overseas locations specified, as designated by the ordering office. The contractor shall add the actual cost of transportation to destination from the point of exportation in the 48 contiguous States nearest to the designated destination. Such costs will, in all cases, be based upon the lowest regularly established rates on file with the Interstate Commerce Commission, the U.S. Maritime Commission (if shipped by water), or any State regulatory body, or those published by the U.S. Postal Service, and must be supported by paid freight or express receipt or by a statement of parcel post charges including weight of shipment.

The right is reserved to ordering agencies to furnish Government bills of lading.

➤ Ordering offices will be required to pay differential between freight charges and express charges where express deliveries are desired by the Government.

➤ Upon request of the contractor, the Government may provide the contractor with logistics support, as available, in accordance with all applicable Government regulations. Such Government support will be provided on a reimbursable basis, and will only be provided to the contractor's technical personnel whose services are exclusively required for the fulfillment of the terms and conditions of this contract.

12.0 Invoices

GENCO, upon completion of the work ordered, shall submit invoices for LOGWORLD services. Progress payments may be authorized by the ordering office on individual orders if appropriate. Progress payments shall be based upon completion of defined milestones or interim products. Invoices shall be submitted monthly for recurring services performed during the preceding month.

13.0 Payments

For firm fixed-price orders, the Government shall pay GENCO, upon submission of proper invoices or vouchers, the prices stipulated in this contract for service rendered and accepted. Progress payments shall be made only when authorized by the order. For time-and-materials orders, the Payments Under Time-and-Materials and Labor-Hour Contracts (Alternate I (APR 1984)) at FAR 52.232-7 applies to time-and-materials orders placed under this contract. For labor-hour orders, the Payment Under Time-and-Materials and Labor-Hour Contracts (FEB 1997) (Alternate II (JAN 1986)) at FAR 52.232-7 applies to labor-hour orders placed under this contract.

14.0 Resumes

Resumes shall be provided to the GSA Contracting Officer (CO) or the user agency upon request.

15.0 Incidental Support Costs

Incidental support costs are available outside the scope of this contract. The costs will be negotiated separately with the ordering agency in accordance with the guidelines set forth in the FAR.

16.0 Approval of Subcontracts

The ordering activity may require that GENCO receive written consent from the ordering activity's CO before placing a subcontract to furnish any of the work called for in a task order.