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**STANDARD FORM 1449** (REV. 2/2012)  
Prescribed by GSA - FAR (48 CFR) 53.212

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED    ☐ INSPECTED    ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: \_\_\_\_\_

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT	37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	

38. S/R ACCOUNT NO.	39. S/R VOUCHER NUMBER	40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY ( <i>Print</i> )
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	42b. RECEIVED AT ( <i>Location</i> )
41c. DATE	42c. DATE REC'D (YY/MM/DD)
	42d. TOTAL CONTAINERS

The solicitation and all attachments will be posted at the following site:  
<https://www.dla.mil/Aviation/Offers/Commodities/AF-IPV-Gen-IV-Project/>

Full text of all clauses and provisions can be found at the following websites:

FAR: <https://www.ecfr.gov/current/title-48/chapter-1>

DFARS: <http://www.acq.osd.mil/dpap/dars/dfarspgi/current/>

DLAD: <http://www.dla.mil/HQ/Acquisition/Offers/DLAD.aspx>

List of RFP Attachments:

1. Core List of Items (Market Basket)
2. Schedule of Items (SOI)
3. Kit LOMs and Levels
4. Bin Level Data
5. Purchase Order Text (POT)
6. Quality Matrix
7. Detailed Meeting Requirements
8. Office and Storage Space
9. Cross Reference Matrix
10. DLA stock position
11. Bin Deliveries (Jan 2022-Dec 2024)
12. Kit Staged (Jan 2022-Dec 2024)
13. Supplemental Pricing Worksheet
14. Payment Calculation Example
15. Subcontractor / Teaming Partner Consent Form
16. Backup Buys (BuBs) Jan 2022-Dec 2024
17. Forward Kitting Locations
18. Annual Bin Max Recommendation Schedule
19. IPV Change Request Form (ICR)
20. Government Furnished Property (GFP)

Block 7:

**Points of Contact**

Contracting Officer: Robert Napolitano; Robert.Napolitano@dla.mil; (804) 279-6382

IPV Division Chief: Michael Ryan; [Michael.2.Ryan@dla.mil](mailto:Michael.2.Ryan@dla.mil); (703) 659-5526

Block 17a:

Offeror's assigned UEI Number: \_\_\_\_\_

(If you do not have a UEI number, contact the individual identified in Block 7a, or see 52.212-1, Instructions to Offerors – Commercial Items (paragraph j) for information on contacting Dun and Bradstreet.)

Offeror's assigned CAGE Code: \_\_\_\_\_

Block 17b:

Remittance Address: (If different from Contractor/Offeror address in block 17a.)

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**AUTHORIZED NEGOTIATIONS:**

The offeror represents that the following persons are authorized to negotiate on its behalf with the Government in connection with this request for proposal. Please list names, titles, e-mail

addresses, and telephone numbers for each authorized negotiator.

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#### Blocks 19-24: Schedule of Items and Prices

The Schedule of Items (SOI) can be acquired by accessing the DLA Aviation Website at <https://www.dla.mil/Aviation/Offers/Commodities/AF-IPV-Gen-IV-Project/> or by request from the Point of Contacts for this acquisition listed at SF 1449 Block 7. There are approximately 37,000 items in the initial SOI for the Generation IV Air Force IPV. Given the nature of the requirement, it is anticipated that additional items meeting the definition of bench stock/consumable material may fall within the scope of this contract in the future and be added to the SOI. Items listed in this document represent the potential items that shall be made available under any resulting contract, however, this list may not be all-inclusive and the Product-support Vendor may be required to furnish other consumable items not currently listed. The type of items the contractor shall be required to provide as part of their supply chain management responsibilities are catalogued under Federal Supply Class (FSC) 1005, 1055, 1090, 1095, 1240, 1270, 1280, 1420, 1430, 1440, 1450, 1560, 1610, 1620, 1630, 1640, 1650, 1660, 1670, 1680, 1730, 2030, 2510, 2520, 2530, 2540, 2590, 2610, 2640, 2805, 2810, 2815, 2835, 2840, 2910, 2915, 2920, 2925, 2930, 2935, 2940, 2945, 2950, 2990, 2995, 3010, 3020, 3030, 3040, 3110, 3120, 3130, 3230, 3426, 3431, 3433, 3439, 3455, 3460, 3530, 3611, 3655, 3694, 3805, 3910, 3930, 3940, 3990, 4010, 4020, 4030, 4130, 4140, 4210, 4220, 4240, 4310, 4320, 4330, 4440, 4460, 4510, 4520, 4610, 4710, 4720, 4730, 4810, 4820, 4920, 4930, 4931, 4935, 4940, 5110, 5120, 5210, 5305, 5306, 5307, 5310, 5315, 5320, 5325, 5330, 5331, 5335, 5340, 5342, 5355, 5360, 5365, 5410, 5411, 5430, 5620, 5815, 5820, 5821, 5826, 5831, 5835, 5836, 5840, 5841, 5845, 5850, 5855, 5860, 5865, 5895, 5905, 5910, 5915, 5920, 5925, 5930, 5935, 5940, 5945, 5950, 5955, 5960, 5961, 5962, 5963, 5965, 5970, 5975, 5977, 5980, 5985, 5990, 5995, 5996, 5998, 5999, 6020, 6035, 6060, 6105, 6110, 6115, 6125, 6130, 6135, 6140, 6145, 6150, 6160, 6210, 6220, 6230, 6240, 6250, 6340, 6510, 6515, 6605, 6610, 6615, 6620, 6625, 6635, 6640, 6645, 6650, 6665, 6670, 6680, 6685, 6695, 6720, 6750, 6760, 6840, 6850, 6910, 6930, 7025, 7035, 7045, 7050, 7510, 7690, 8110, 8120, 8125, 8140, 8145, 8305, 8310, 8315, 8345, 8465, 9150, 9160, 9320, 9330, 9340, 9390, 9505, 9515, 9525, 9530, 9535, 9540, 9905

The Schedule of Items will include description information sufficient to provide the offeror with enough information to determine an item's logistics status. The following information is being provided: NSN, Total Quantity, Unit of Issue, Combined Site Quantity, Worldwide Demand Quantity, and Sourcing Status.

- NSN (National Stock Number) as found in Haystack or a local stock number may be listed as well.
- Total Quantity is the total estimated annual quantity for the item.
- Unit of Issue is the unit of measure for pricing (i.e.: each, HD, etc.)
- Combined Site Quantity is the total combined estimated annual quantity for each of the sites.
- Worldwide Demand Quantity is the annual estimated quantity to support the balance of DLA customers. If there is no demand other than site demand for an item, the worldwide demand quantity will be reflected as "0".
  - "B" items are items the Integrated Product Support Vendor (IPV) Contractor is required to obtain from DLA\*. They are not eligible for Contractor sourcing and are subject to backup support.
  - "D" items are items the IPV Contractor is required to obtain from DLA\* but are Contractor sourcing candidates and subject to backup support.
  - "F" items are items the IPV Contractor is required to obtain from DLA\* but are Contractor sourcing candidates provided the Contractor demonstrates a 10%-unit price savings over Standard Unit Price (SUP) and are subject to backup support.
  - "M" items are items the IPV Contractor is required to obtain from DLA\*, are not subject to backup support, and cannot be converted to Contractor-sourced.
  - "M-FAA" items are items the IPV Contractor is required to obtain from DLA to support

CONTINUED ON NEXT PAGE

- the KC46, are not subject to backup support, and cannot be converted to Contractor-sourced.
- o "V" items are items which the IPV Contractor will provide from their commercial suppliers a.k.a. Market Basket (after pricing acceptance by the Contracting Officer).

**CORE LIST AND SCHEDULE OF ADDITIONAL ITEMS****A. Core List of Items. (Also referred to as market basket)**

Consists of items of spare parts and industrial hardware, designated by National Stock Number, commercially priced at the time of contract award. The core list of priced items will be included in the contract as Attachment 1.

**B. Supplemental Schedule of Items**

Consists of items of spare parts and industrial hardware for which specific customer site support is required under the contract, but are items that were not priced for vendor commercial support at the time of contract award. The Contractor may not provide such items from commercial sources until such time as an agreement as to price has been reached. Prior to price agreement, the Contractor shall use its assigned Department of Defense Activity Address Code (DoDAAC) to obtain the items from DLA.

**Gap coverage process:**

The "gap coverage process" for items converting from commercial to DLA sourced with the following language. Once an item has been determined to convert from commercial to DLA sourced, the contractor will have 5 business days to load DDEs into the system. The DLA then has 10 business days to execute. During these 10 days, the DLA can do a stock buy from the Contractor to have items shipped out to our depots if there is determined to be a gap in coverage.

**AAC V:**

Monthly, AF OB will monitor the SOI for any acquisition advice code changes (AAC) to AAC V. AF OB will notify appropriate maintenance personnel of the AAC change with 90 days to research replacement NSN. AAC V NSN will be used until exhaustion and/or a replacement NSN has been identified. Once replacement NSN has been identified, Maintenance arena will be notified the replacement NSN has been added to SOI and Bin is supportable, the old NSN will no longer be available unless materiel is still available in DLA stock, AF excess, Contractor stock, and/or Contractor's supplier warehouse at which time it is used until exhausted. Once exhausted, NSN is removed from SOI and Bin location deleted, and Kit revisions submitted. If a commercial sourced NSN goes AAC V; AF will exhaust AF Excess and what stock on hand the Contractor has and Contractor's supplier stock on hand have on hand at the time.

**Large Items:**

For items in which the full max quantity will not fit in one bin at each BSL in which it is needed; The Contractor is approved to utilize other bins within that BSL to store up to the max quantity for that item specified at that BSL. It is required is that the Contractor clearly mark each bin as "1 of X" or "2 of X", etc so that the total number of bins is known. In addition, a blue label /marker pointing to the alternate location must be placed on each bin showing that those bins are part of a multiple bin BSL stock for a single item.

**PQDRs:**

Annually a list of closed PQDRs that had monetary reimbursement will be reviewed. For parts in which it was AF material and the AF did not receive replacement conforming material, that amount will be totaled. That total will deducted at time of annual reconciliation for that period of performance.

A preproposal conference will be held to explain the requirements of this solicitation (number

SPE4AX-25-R-0015) and to respond to questions raised by prospective offerors. Prospective offerors are encouraged to attend. To arrange attendance, prospective offerors are requested to contact:

Name: Robert Napolitano

Telephone: 445-737-2254

E-mail Address:

[Robert.Napolitano@dla.mil](mailto:Robert.Napolitano@dla.mil)

Alternate Name: Jennifer Dunn

Telephone: 445-737-3420

E-mail Address: Jennifer.Dunn@dla.mil

The date, time, and location of the conference are provided below:

Date: May 1, 2025; May 6, 2025; May 8, 2025

Time: TBD

Location: May 1, 2025 – OO-ALC (Ogden, UT); May 6, 2025 OC-ALC (Oklahoma City, OK); May 8, 2025 WR-ALC (Warner Robins, GA)

The deadline to submit questions about any aspect of the RFP is 3pm EST 14 days prior to the closing date of the RFP.

If sending a proposal via courier or mail, the Offeror must submit tracking information to the Contracting Officer the day of shipment.

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ITEM NO.	SUPPLIES/SERVICES	AMOUNT
<b>0001</b>	<b>Level of Support (Base Period)</b>	
0001AA	Commercially Sourced Material * Price should match total from Attachment 1 – Core List of Items (Market Basket)	\$ _____
0001AB	Management CLIN	
	WR – ALC	\$ _____
	OO – ALC	\$ _____
	OC – ALC	\$ _____
0001AC	Transition CLIN	
	WR – ALC	\$ _____
	OO – ALC	\$ _____
	OC – ALC	\$ _____
<b>1001</b>	<b>Level of Support (Option Period 1)</b>	
1001AB	Management CLIN	
	WR – ALC	\$ _____
	OO – ALC	\$ _____
	OC – ALC	\$ _____
<b>2001</b>	<b>Level of Support (Option Period 2)</b>	
2001AB	Management CLIN	
	WR – ALC	\$ _____
	OO – ALC	\$ _____
	OC – ALC	\$ _____
<b>TOTAL CONTRACT PRICE</b>		\$ _____

## NOTES:

- CLIN 0001AA – Commercial priced material prices are established and are subject to an Economic Price Adjustments (EPA) pursuant to Defense Logistics Agency Directives (DLAD) Procurement Note C09 on an annual basis.
- CLIN 0001AC – Transition Fee is only applicable to the Base Period

**Part 12 Clauses**

**52.212-04 CONTRACT TERMS AND CONDITIONS – COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (NOV 2023) FAR** is incorporated in this solicitation by reference. Its full text may be accessed electronically at <https://www.ecfr.gov/current/title-48/chapter-1>. Text is available for viewing in Subpart 52.2 Text of Provisions and Clauses, through either HTML or PDF links.

**Addendum to 52.212-04:**

**The following paragraphs of 52.212.04 are amended as indicated below:**

**[X] paragraph (g), *Invoice*.**

The following additional invoicing instruction applies\*

\*Note: Additional Invoicing Instructions are provided for the site-specific portion of the contract.

**1. Invoice Preparation**

Note: Invoice prices are exclusive of any DLA surcharge. Invoice quantities shall be net of receiving non-conformances (e.g.; shortage, wrong item). Invoice period will be no less frequent than monthly.

(a) Invoices shall be submitted to the Government in accordance with the provisions of FAR 52.212-4(g), "Contract Terms and Conditions - Commercial Items" (NOV 2023) in accordance with this addendum.

(b) All invoices are to be submitted electronically. Invoices shall be submitted every thirty days, beginning on a mutually agreeable date determined in the implementation phase. Each subsequent billing cycle shall consist of 30 days period thereafter.

NOTE: For World Wide Demand delivery orders, the Contractor will invoice DLA under traditional individual invoice processing per order.

The following X12 EDI transactions will be required to be submitted:

**855 – Purchase Order Acknowledgement.** An 855 will be submitted for each order type. The 855 will include a line item for each item delivered in the invoice period.

**810 – Invoice.** An 810 will be submitted for each order type. There should be a corresponding invoice line for each line in the 855. Therefore, it is critical to maintain the same line item protocol used in the 855 on the 810.

(i) Invoices shall be submitted only for supplies that have been delivered to and have been placed in consumable spare parts areas at any of the military Customers identified under this contract. The placement of the supplies in the parts area shall be deemed "first receipt" by the Government for purposes of the submission of invoices for material. Each invoice submitted for material shall be a summary invoice for the aggregate contract value of the supplies deposited in the stock areas during the invoice period.

(ii) The aggregate contract value for supplies delivered during the invoice period shall be calculated by determining the sum of the contract values of all items of supply deposited in stock areas during the invoice period. The contract values of the items of supply deposited in stock areas during the invoice period shall be calculated by multiplying the quantity of each item of supply deposited in a stock area during the invoice period by the contract unit price for that item of supply.

**2. Submission of Invoice by Electronic Data Interchange (EDI).** Applicable for invoices under Subparagraph 1(b)(i) above.

(a) An invoice shall be submitted in accordance with ANSI X12 Standards, 810 Transaction set. All electronic invoices must be transmitted through a VAN. The cost of the VAN will be borne entirely by the vendor. The Contractor must be able to send an ANSI X12 invoice (810) transaction set as of the date of award, and must establish an EDI Trading Partnership (i.e. account) with the payment office prior to submitting electronic invoices and in accordance with the EDI-IPV provision of this contract.



(b) The Contractor shall invoice only for the total dollar value of the product cited on the electronic invoice which shall be based solely on contract price. The contract designation, consisting of thirteen (13) alpha/numeric characters, shall be cited in its entirety on the electronic invoice.

(c) Invoices shall be submitted to the payment office identified in block #18a. On page 1 of this contract.

(d) The Contractor agrees that submission of an invoice to the Government for payment is a certification that the supplies for which the Government is being billed have been shipped or delivered in accordance with the contract, for the quantities shown in the invoice, and that such supplies are in the quantity and quality designated under the contract. The Contractor agrees to retain shipping receipt documents provided to the carrier by the consignee(s) for a period of three (3) years and to furnish these documents to the Government if required for audit purposes.

(e) For purpose of computing any and all discounts either offered by the Contractor or earned by the Government, FAR 52.232-8, Discounts for Prompt Payments, shall govern.

(f) In the event that "on-line" capability through EDI is not available, the Contractor will prepare a separate invoice with a minimum of three (3) copies (original and two copies) and submit the invoice to the contracting office cited on page 1, block # 18a.

### **3. Additional Invoicing and Reporting Requirements.**

Invoices shall be submitted monthly based on the estimated material costs as set forth by the USG at the beginning of the period of performance and total monthly management fees on the contract. Estimated material costs will be calculated by the USG prior to issuance of a delivery order against this contract to the Contractor. The calculation of estimated material costs will be determined using historical material cost figures. Estimated material cost will include estimates of: commercial sourced material, DLA sourced material, backup buy material, GSU material. A delivery order will be sent to the Contractor which will include 12 CLINs; each covering a month of estimated material costs and total monthly management fees. The Contractor will invoice against each CLIN every 30 days as specified above.

Invoices for World Wide Demand orders shall be submitted in accordance with the invoicing information contained on the corresponding DD 1155.

#### **[X] Paragraph (j), Risk of Loss**

Delete paragraph (j) in its entirety and substitute the following:

Notwithstanding any other provision of this contract, risk of loss or damage to supplies shall remain with the Contractor, and shall pass to the Government upon delivery to a bin at a specific Customer site, or to the DLA Supply Depot or other storage site specified in a Delivery Order in support of the worldwide demand component of the contract.

#### **[X] paragraph (m), Termination for Cause.**

Delete paragraph (m) in its entirety and substitute the following:

(m) Termination for Cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If this contract is terminated in whole or in part for cause, and the supplies or services covered by the contract so terminated are repurchased by the Government, the Government will incur administrative costs in such repurchases. The Contractor and the Government expressly agree that, in addition to any excess costs of repurchase, or any other damages resulting from such default, the Contractor shall pay, and the Government shall accept, the sum of \$196,000 as payment in full for the administrative costs of such repurchase. This assessment of damages for administrative costs shall apply for any termination for cause following which the Government repurchases the terminated supplies or services together with any incidental or consequential damages incurred because of the termination. If it is determined that the Government

improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

**[X] Paragraph (n), Title**

Delete paragraph (n) in its entirety and substitute the following:

Title to supplies furnished under this contract shall pass to the Government upon delivery to a bin at a specific Customer site, placed in a kit and that kit then placed in a kit staging area, or to the DLA Supply Depot or other storage facility designated in a Delivery Order as part of the worldwide demand component of the contract, or when material for a GSU is signed off on for accuracy by a USG representative and that material is placed at the designated staging area at the ALC.

**[X] Paragraph (o), Warranty**

Delete paragraph (o) in its entirety and substitute the following:

(a) Seller expressly warrants to buyer that, at the time of delivery of any article, such article will be free from defects in material and workmanship, and will otherwise conform to all requirements of the contract, including, but not limited to the following:

(i) Applicable specifications, drawings and standards listed in the DoD Index of Specifications and Standards (DODISS);

(ii) Applicable Government drawings, unlimited rights company drawings, and specifications and standards other than Federal or Military specifications and standards;

(iii) Applicable manufacturers' (OEM) drawings, specifications and standards;

(iv) Applicable industry specifications and standards; and,

(v) Specific technical requirements for specific Original Equipment Manufacturers' Part Numbered items described in the Contract Technical Data Files for items identified in this contract.

Contractor agrees to replace or repair defective parts under this warranty.

(a) Except as provided in Paragraph (b) below, this warranty shall be effective for a period of one calendar year from the date on which the article is delivered, or for the period accorded to the Contractor by its subContractor/vendor, whichever is later. Any part, which is replaced or repaired, is expressly warranted for the identical period, commencing from the date the part is delivered.

(b) In the event of a latent defect, fraud, or gross mistake as amounts to fraud, there shall be no time limit upon which the Government must exercise a remedy relating to the delivery of a nonconforming article to a consumable spare parts area.

**[X] Paragraph (p), Limitation of Liability**

Delete paragraph (p) in its entirety and substitute the following:

Except as otherwise provided by an express or implied warranty, Contractor will not be liable for consequential damages resulting from any defect or deficiencies in items delivered and accepted under this contract.

**[X] Paragraph (s), Order of Precedence**

Delete paragraph (s) in its entirety and substitute the following:

Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) Performance Work Statement;

(2) the schedule of supplies/services;

(3) the Assignments, Disputes, Payments, Invoice, Other Compliances and Compliance with Laws Unique to Government Contracts paragraphs of this clause;

(4) the clause at FAR 52.212-5;

(5) addenda to this contract; including any license agreements for computer software;

(6) other paragraphs of this clause;

(7) the Standard Form 1449;

(8) other documents, exhibits, and attachments;

(9) the specification; and

(10) Contractor's proposal.

**52.212-05 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS - COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (JAN 2025) FAR**

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities (Dec 2023) (Section 1634 of Pub. L. 115-91).

(3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).

(5) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (Mar 2023) ( 31 U.S.C. 3903 and 10 U.S.C. 3801).

(6) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(7) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Public Laws 108-77 and 108-78 ( 19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

[Contracting Officer check as appropriate.]

☒ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Jun 2020), with Alternate I (Nov 2021) (41 U.S.C. 4704 and 10 U.S.C. 4655).

☒ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Nov 2021) (41 U.S.C. 3509)).

☐ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

☐ (4) 52.203-17, Contractor Employee Whistleblower Rights (Nov 2023) ( 41 U.S.C. 4712); this clause does not apply to contracts of DoD, NASA, the Coast Guard, or applicable elements of the intelligence community—see FAR 3.900(a).

☒ (5) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jun 2020) (Pub. L. 109-282) ( 31 U.S.C. 6101 note).

☐ (6) [Reserved].

☒ (7) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

☒ (8) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

☒ (9) 52.204-27, Prohibition on a ByteDance Covered Application (Jun 2023) (Section 102 of Division R of Pub. L. 117-328).

☐ (10) 52.204-28, Federal Acquisition Supply Chain Security Act Orders—Federal Supply Schedules, Governmentwide Acquisition Contracts, and Multi-Agency Contracts. (Dec 2023) ( Pub. L. 115–390, title II).

☐ (11) (i) 52.204-30, Federal Acquisition Supply Chain Security Act Orders—Prohibition. (Dec 2023) ( Pub. L. 115–390, title II).

☐ (ii) Alternate I (Dec 2023) of 52.204-30.

☒ (12) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded. (Jan 2025) 2021) ( 31 U.S.C. 6101 note).

☒ (13) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) ( 41 U.S.C. 2313).

☐ (14) [Reserved].

☐ (15) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Oct 2022) ( 15 U.S.C. 657a).

- ☐ (16) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2022) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
- ☐ (17) [Reserved]
- ☐ (18) (i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2020) (15 U.S.C. 644).
- ☐ (ii) Alternate I (Mar 2020) of 52.219-6.
- ☐ (19) (i) 52.219-7, Notice of Partial Small Business Set-Aside (Nov 2020) (15 U.S.C. 644).
- ☐ (ii) Alternate I (Mar 2020) of 52.219-7.
- ☒ (20) 52.219-8, Utilization of Small Business Concerns (Jan 2025) (15 U.S.C. 637(d)(2) and (3)).
- ☒ (21) (i) 52.219-9, Small Business Subcontracting Plan (Jan 2025) (15 U.S.C. 637(d)(4)).
- ☐ (ii) Alternate I (Nov 2016) of 52.219-9.
- ☒ (iii) Alternate II (Nov 2016) of 52.219-9.
- ☒ (iv) Alternate III (Jun 2020) of 52.219-9.
- ☐ (v) Alternate IV (Jan 2025) of 52.219-9.
- ☐ (22)(i) 52.219-13, Notice of Set-Aside of Orders (Mar 2020) (15 U.S.C. 644(r)).
- ☐ (ii) Alternate I (Mar 2020) of 52.219-13.
- ☐ (23) 52.219-14, Limitations on Subcontracting (Oct 2022) (15 U.S.C. 657s).
- ☒ (24) 52.219-16, Liquidated Damages—Subcontracting Plan (Sep 2021) (15 U.S.C. 637(d)(4)(F)(i)).
- ☐ (25) 52.219-27, Notice of Set-Aside for, or Sole-Source Award to, Service-Disabled Veteran-Owned Small Business (SDVOSB) Concerns Eligible Under the SDVOSB Program (Feb 2024) (15 U.S.C. 657f).
- ☒ (26) (i) 52.219-28, Postaward Small Business Program Rerepresentation (Jan 2025) (15 U.S.C. 632(a)(2)).
- ☐ (ii) Alternate I (Mar 2020) of 52.219-28.
- ☐ (27) 52.219-29, Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Oct 2022) (15 U.S.C. 637(m)).
- ☐ (28) 52.219-30, Notice of Set-Aside for, or Sole-Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Oct 2022) (15 U.S.C. 637(m)).
- ☐ (29) 52.219-32, Orders Issued Directly Under Small Business Reserves (Mar 2020) ( 15 U.S.C. 644(r)).
- ☒ (30) 52.219-33, Nonmanufacturer Rule (Sep 2021) ( 15 U.S.C. 637(a)(17)).
- ☒ (31) 52.222-3, Convict Labor (Jun 2003) (E.O.11755).
- ☒ (32) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (Jan 2025) (EO 13126).
- ☐ (33) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- ☐ (34) (i) 52.222-26, Equal Opportunity (Sep 2016) (E.O.11246).
- ☐ (ii) Alternate I (Feb 1999) of 52.222-26.
- ☐ (35) (i) 52.222-35, Equal Opportunity for Veterans (Jun 2020) ( 38 U.S.C. 4212).
- ☐ (ii) Alternate I (Jul 2014) of 52.222-35.
- ☐ (36) (i) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020) ( 29 U.S.C. 793).
- ☐ (ii) Alternate I (Jul 2014) of 52.222-36.
- ☒ (37) 52.222-37, Employment Reports on Veterans (Jun 2020) ( 38 U.S.C. 4212).
- ☒ (38) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- ☒ (39) (i) 52.222-50, Combating Trafficking in Persons (Nov 2021) (22 U.S.C. chapter 78 and E.O. 13627).
- ☐ (ii) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- ☐ (40) 52.222-54, Employment Eligibility Verification (Jan 2025) (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR 22.1803.)
- ☐ (41) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) ( 42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ☐ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ☐ (42) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (May 2024) ( 42 U.S.C. 7671, et seq.).
- ☐ (43) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (May 2024) ( 42 U.S.C. 7671, et seq.).

- \_\_\_ (44) 52.223-20, Aerosols (May 2024) ( 42 U.S.C. 7671, et seq.).
- \_\_\_ (45) 52.223-21, Foams (May 2024) ( 42 U.S.C. 7671, et seq.).
- X (46) 52.223-23, Sustainable Products and Services (May 2024) ( E.O. 14057, 7 U.S.C. 8102, 42 U.S.C. 6962, 42 U.S.C. 8259b, and 42 U.S.C. 7671l).
- \_\_\_ (47) (i) 52.224-3 Privacy Training (Jan 2017) ( 5 U.S.C. 552 a).
- \_\_\_ (ii) Alternate I (Jan 2017) of 52.224-3.
- \_\_\_ (48) (i) 52.225-1, Buy American-Supplies (Oct 2022) (41 U.S.C. chapter 83).
- \_\_\_ (ii) Alternate I (Oct 2022) of 52.225-1.
- \_\_\_ (49) (i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (NOV 2023) ( 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, 19 U.S.C. chapter 29 (sections 4501-4732), Public Law 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.
- \_\_\_ (ii) Alternate I [Reserved].
- \_\_\_ (iii) Alternate II (Jan 2025) of 52.225-3.
- \_\_\_ (iv) Alternate III (Feb 2024) of 52.225-3.
- \_\_\_ (v) Alternate IV (Oct 2022) of 52.225-3.
- \_\_\_ (50) 52.225-5, Trade Agreements (NOV 2023) ( 19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- X (51) 52.225-13, Restrictions on Certain Foreign Purchases (Feb 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- \_\_\_ (52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).
- \_\_\_ (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- \_\_\_ (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- X (55) 52.226-8, Encouraging Contractor Policies to Ban Text Messaging While Driving (May 2024) ( E.O. 13513).
- \_\_\_ (56) 52.229-12, Tax on Certain Foreign Procurements (Feb 2021).
- \_\_\_ (57) 52.232-29, Terms for Financing of Purchases of Commercial Products and Commercial Services (Nov 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).
- \_\_\_ (58) 52.232-30, Installment Payments for Commercial Products and Commercial Services (Nov 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).
- X (59) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (Oct2018) ( 31 U.S.C. 3332).
- \_\_\_ (60) 52.232-34, Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).
- \_\_\_ (61) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).
- \_\_\_ (62) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
- \_\_\_ (63) 52.240-1, Prohibition on Unmanned Aircraft Systems Manufactured or Assembled by American Security Drone Act-Covered Foreign Entities (Nov 2024) (Sections 1821-1826, Pub. L. 118-31, 41 U.S.C. 3901 note prec.).
- X (64) 52.242-5, Payments to Small Business Subcontractors (Jan 2017) (15 U.S.C. 637(d)(13)).
- X (65) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) ( 46 U.S.C. 55305 and 10 U.S.C. 2631).
- \_\_\_ (ii) Alternate I (Apr 2003) of 52.247-64.
- \_\_\_ (iii) Alternate II (Nov 2021) of 52.247-64.
- (c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:  
[Contracting Officer check as appropriate.]
- \_\_\_ (1) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter67).
- \_\_\_ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- \_\_\_ (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (Aug 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

\_\_\_ (4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (May 2014) ( 29U.S.C.206 and 41 U.S.C. chapter 67).

\_\_\_ (5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).

\_\_\_ (6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).

\_\_\_ (7) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022).

\_\_\_ (8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706).

\_\_\_ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792).

\_\_\_ (10) 52.247-69, Reporting Requirement for U.S.-Flag Air Carriers Regarding Training to Prevent Human Trafficking (Jan 2025) (49 U.S.C. 40118(g)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, as defined in FAR 2.101, on the date of award of this contract, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.

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

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

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

(e)

(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1), in a subcontract for commercial products or commercial services. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Nov 2021) (41 U.S.C. 3509).

(ii) 52.203-17, Contractor Employee Whistleblower Rights (Nov 2023) ( 41 U.S.C. 4712).

(iii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iv) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities (Dec 2023) (Section 1634 of Pub. L. 115-91).

(v) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(vi) 52.204-27, Prohibition on a ByteDance Covered Application (Jun 2023) (Section 102 of Division R of Pub. L. 117-328).

(vii)

(A) 52.204-30, Federal Acquisition Supply Chain Security Act Orders—Prohibition. (Dec 2023) ( Pub. L. 115-390, title II).

(B) Alternate I (Dec 2023) of 52.204-30.

(viii) 52.219-8, Utilization of Small Business Concerns (Jan 2025) ( 15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts

that offer subcontracting opportunities.

(ix) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

(x) 52.222-26, Equal Opportunity (Sep 2016) (E.O.11246). REMOVED

(xi) 52.222-35, Equal Opportunity for Veterans (Jun 2020) (38 U.S.C. 4212). REMOVED

(xii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020) (29 U.S.C. 793). REMOVED

(xiii) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212).

(xiv) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(xv) 52.222-41, Service Contract Labor Standards (Aug 2018) ( 41 U.S.C. chapter 67).

(xvi)

(A) 52.222-50, Combating Trafficking in Persons (Nov 2021) (22 U.S.C. chapter 78 and E.O 13627).

(B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

(xvii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014)

(41 U.S.C. chapter 67).

(xviii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).

(xix) 52.222-54, Employment Eligibility Verification (Jan 2025) (E.O. 12989).

(xx) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022).

(xxi) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706).

(xxii)

(A) 52.224-3, Privacy Training (Jan 2017) ( 5 U.S.C. 552a).

(B) Alternate I (Jan 2017) of 52.224-3

(xxiii) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).

(xxiv) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxv) 52.232-40, Providing Accelerated Payments to Small Business SubContractors (Mar 2023) ( 31 U.S.C. 3903 and 10 U.S.C. 3801). Flow down required in accordance with paragraph (c) of 52.232-40.

(xxvi) 52.240-1, Prohibition on Unmanned Aircraft Systems Manufactured or Assembled by American Security Drone Act-Covered Foreign Entities (Nov 2024) (Sections 1821-1826, Pub. L. 118-31, 41 U.S.C. 3901 note prec.).

(xxvii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) ( 46 U.S.C. 55305 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may include in its subcontracts for commercial products and commercial services a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

## CLAUSES ADDED TO PART 12 BY ADDENDUM

**The Contractor shall comply with any clause that is checked on the following list which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components:**

1. ☒ FAR 52.203-3, Gratuities (APR 1984)
2. ☒ DFARS 252.203-7000, Requirements Relating to Compensation of Former DoD Officials (SEP 2011)
3. ☒ DFARS 252.203-7003, Agency Office of the Inspector General (AUG 2019)
4. ☒ DFARS 252.203-7005, Representation Relating to Compensation of Former DoD Officials (SEP 2022)
5. ☐ DFARS 252.204-7011, Reserved
6. ☒ DFARS 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting

(MAY 2024)

7. ☐ DFARS 252.204-7014, Limitations on the Use or Disclosure of Information by Litigation Support Contractors (JAN 2023)
8. ☐ DFARS 252.204-7015, Disclosure of Information to Litigation Support Contractors (JAN 2023)
9. ☒ DFARS 252.205-7000, Provision of Information to Cooperative Agreement Holders (JUN 2023)
10. ☐ DFARS 252.209-7001, Reserved
11. ☒ DFARS 252.211-7003, Item Unique Identification and Valuation (JAN 2023)
12. ☐ DFARS 252.215-7003, Requirements for Submission of Data Other Than Certified Cost or Pricing Data—Canadian Commercial Corporation (JUL 2012)
13. ☐ DFARS 252.215-7004, Requirement for Submission of Data other Than Certified Cost or Pricing Data — Modifications — Canadian Commercial Corporation (OCT 2013)
16. ☐ DFARS 252.215-7007, Notice of Intent to Resolicit (JUN 2012)
17. ☒ DFARS 252.215-7008, Only One Offer (DEC 2022)
18. ☒ DFARS 252.219-7003, Small Business Subcontracting Plan (DoD Contracts) (DEC 2019)
19. ☐ DFARS 252.219-7004, Small Business Subcontracting Plan (Test Program) (DEC 2022)
20. ☒ DFARS 252.223-7008, Prohibition of Hexavalent Chromium (JAN 2023)
21. ☐ DFARS 252.225-7000, Buy American—Balance of Payments Program Certificate (FEB 2024)
  - a. ☐ Alternate I (DEC 2010) of 52.225-7000
22. ☒ DFARS 252.225-7001, Buy American and Balance of Payments Program (FEB 2024)
  - a. ☐ Alternate I (JAN 2014) of 252.225-7001
23. ☒ DFARS 252.225-7008, Restriction on Acquisition of Specialty Metals (MAR 2013)
24. ☒ DFARS 252.225-7009, Restriction on Acquisition of Certain Articles Containing Specialty Metals (JAN 2023)
25. ☐ DFARS 252.225-7010, Commercial Derivative Military Article—Specialty Metals Compliance Certificate (JUL 2009)
26. ☒ DFARS 252.225-7012, Preference for Certain Domestic Commodities (APR 2022)
27. ☒ DFARS 252.225-7015, Restriction on Acquisition of Hand or Measuring Tools (JUN 2005)
28. ☒ DFARS 252.225-7016, Restriction on Acquisition of Ball and Roller Bearings (JAN 2023)
29. ☐ DFARS 252.225-7017, Photovoltaic Devices (MAR 2024)
30. ☐ DFARS 252.225-7018, Photovoltaic Devices—Certificate (MAR 2024)
31. ☒ DFARS 252.225-7020, Trade Agreements Certificate (NOV 2014)
  - a. ☐ Alternate I (DEC 2010) of 252.225-7020
32. ☒ DFARS 252.225-7021, Trade Agreements (FEB 2024)
  - a. ☐ Alternate II (OCT 2011) of 252.225-7021
33. ☐ DFARS 252.225-7023, Preference for Products or Services from Afghanistan (SEP 2013)
34. ☐ DFARS 252.225-7024, Requirement for Products or Services from Afghanistan (SEP 2013)
35. ☐ DFARS 252.225-7026, Acquisition Restricted to Products or Services from Afghanistan (SEP 2013)
36. ☐ DFARS 252.225-7027, Restriction on Contingent Fees for Foreign Military Sales (APR 2003)
37. ☐ DFARS 252.225-7028, Exclusionary Policies and Practices of Foreign Governments (APR 2003)
38. ☐ DFARS 252.225-7029, Acquisition of Uniform Components for Afghan Military or Afghan National Police (SEP 2013)
39. ☐ DFARS 252.225-7031, Secondary Arab Boycott of Israel (JUN 2005)
40. ☒ DFARS 252.225-7035, Buy American—Free Trade Agreements—Balance of Payments Program Certificate (NOV 2012)
  - a. ☐ Alternate I (OCT 2013) of 252.225-7035
  - b. ☐ Alternate II (NOV 2012) of 252.225-7035
  - c. ☐ Alternate III (JUN 2012) of 252.225-7035
  - d. ☐ Alternate IV (NOV 2012) of 252.225-7035
  - e. ☐ Alternate V (NOV 2012) of 252.225-7035
41. ☒ DFARS 252.225-7036, Buy American --Free Trade Agreements--Balance of Payment Program (JUN 2022)
  - a. ☐ Alternate I (JUN 2012) of 252.225-7036
  - b. ☐ Alternate II (NOV 2012) of 252.225-7036
  - c. ☐ Alternate III (JUN 2012) of 252.225-7036
  - d. ☐ Alternate IV (NOV 2012) of 252.225-7036



- e.      Alternate V 6 (NOV 2012) of 252.225-7036
42. [ ] DFARS 252.225-7037, Evaluation of Offers for Air Circuit Breakers (JUN 2005)
43. [ ] DFARS 252.225-7038, Restriction on Acquisition of Air Circuit Breakers (JUN 2005)
44. [ ] DFARS 252.225-7040, Contractor Personnel Authorized to Accompany U.S. Armed Forces Deployed Outside the United States (MAY 2014)
45. [ ] DFARS 252.225-7043, Antiterrorism/Force Protection Policy for Defense Contractors Outside the United States (MAR 2006)
46. [ X ] DFARS 252.226-7001, Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (JAN 2023)
47. [ ] DFARS 252.227-7013, Rights in Technical Data – Noncommercial Items (JAN 2025)
48. [ X ] DFARS 252.227-7015, Technical Data -- Commercial Products and Commercial Services (MAR 2023)
49. [ X ] DFARS 252.227-7037, Validation of Restrictive Markings on Technical Data (JAN 2025),
50. [ X ] DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports (DEC 2018)
51. [ ] DFARS 252.232-7009, Mandatory Payment by Governmentwide Commercial Purchase Card (MAY 2018)
52. [ X ] DFARS 252.232-7010, Levies on Contract Payments (DEC 2006)
53. [ ] DFARS 252.232-7011, Payments in Support of Emergencies and Contingency Operations (MAY 2013)
54. [ ] DFARS 252.237-7010, Prohibition on Interrogation of Detainees by Contractor Personnel (JUN 2013)
55. [ ] DFARS 252.237-7019, Training for Contractor Personnel Interacting with Detainees (JUN 2013)
56. [ ] DFARS 252.239-7017, Notice of Supply Chain Risk (NOV 2013)
57. [ ] DFARS 252.239-7018, Supply Chain Risk (NOV 2013)
58. [ X ] DFARS 252.243-7002, Requests for Equitable Adjustment (DEC 2022)
59. [ X ] DFARS 252.244-7000, Subcontracts for Commercial Products and Commercial Services (NOV 2023)
60. [ X ] DFARS 252.246-7003, Notification of Potential Safety Issues (JAN 2023)
61. [ ] DFARS 252.246-7004, Safety of Facilities, Infrastructure, and Equipment for Military Operations (OCT 2010)
62. [ ] DFARS 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (JUN 2013)
63. [ X ] DFARS 252.247-7023, Transportation of Supplies by Sea - Basic (OCT 2024).
- a.   X   Alternate I (OCT 2024) of 252.247-7023.
- b.      Alternate II (OCT 2024) of 252.247-7023
64. [ ] DFARS 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000)
65. [ ] DFARS 252.247-7025, Reflagging or Repair Work (JUN 2005)
66. [ ] DFARS 252.247-7026, Evaluation Preference for Use of Domestic Shipyards – Applicable to Acquisition of Carriage by Vessel for DoD Cargo in the Coastwise or Noncontiguous Trade (NOV 2008)
67. [ ] DFARS 252.247-7027, Riding Gang Member Requirements (OCT 2011)
68. [ ] DFARS 252.247-7028, Application for U.S Government Shipping Documentation/Instructions (JUN 2012)

**252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991) DFARS****252.203-7002 REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (DEC 2022) DFARS****52.204-07 SYSTEM FOR AWARD MANAGEMENT (NOV 2024) FAR****52.204-09 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011) FAR****52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018) FAR**

**52.204-29 Federal Acquisition Supply Chain Security Act Orders—Representation and Disclosures (Dec 2023)****52.204-30 Federal Acquisition Supply Chain Security Act Orders—Prohibition (Dec 2023)****252.204-7000 DISCLOSURE OF INFORMATION (OCT 2016) DFARS****252.204-7003 CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992) DFARS****252.204-7004 ANTITERRORISM AWARENESS TRAINING FOR CONTRACTORS (JAN 2023) DFARS****252.204-7012 SAFE GUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (MAY 2024)**

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

“Adequate security” means protective measures that are commensurate with the consequences and probability of loss, misuse, or unauthorized access to, or modification of information.

“Compromise” means disclosure of information to unauthorized persons, or a violation of the security policy of a system, in which unauthorized intentional or unintentional disclosure, modification, destruction, or loss of an object, or the copying of information to unauthorized media may have occurred.

“Contractor attributional/proprietary information” means information that identifies the Contractor(s), whether directly or indirectly, by the grouping of information that can be traced back to the Contractor(s) (e.g., program description, facility locations), personally identifiable information, as well as trade secrets, commercial or financial information, or other commercially sensitive information that is not customarily shared outside of the company.

“Controlled technical information” means technical information with military or space application that is subject to controls on the access, use, reproduction, modification, performance, display, release, disclosure, or dissemination. Controlled technical information would meet the criteria, if disseminated, for distribution statements B through F using the criteria set forth in DoD Instruction 5230.24, Distribution Statements on Technical Documents. The term does not include information that is lawfully publicly available without restrictions.

“Covered Contractor information system” means an unclassified information system that is owned, or operated by or for, a Contractor and that processes, stores, or transmits covered defense information.

“Covered defense information” means unclassified controlled technical information or other information, as described in the Controlled Unclassified Information (CUI) Registry at

<http://www.archives.gov/cui/registry/category-list.html>, that requires safeguarding or dissemination controls pursuant to and consistent with law, regulations, and Governmentwide policies, and is—

(1) Marked or otherwise identified in the contract, task order, or delivery order and provided to the Contractor by or on behalf of DoD in support of the performance of the contract; or

(2) Collected, developed, received, transmitted, used, or stored by or on behalf of the Contractor in support of the performance of the contract.

“Cyber incident” means actions taken through the use of computer networks that result in a compromise or an actual or potentially adverse effect on an information system and/or the information residing therein.

“Forensic analysis” means the practice of gathering, retaining, and analyzing computer-related data for investigative purposes in a manner that maintains the integrity of the data.

“Information system” means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.

“Malicious software” means computer software or firmware intended to perform an unauthorized process that will have adverse impact on the confidentiality, integrity, or availability of an information system. This definition includes a virus, worm, Trojan horse, or other code-based entity that infects a host, as well as spyware and some forms of adware.

“Media” means physical devices or writing surfaces including, but is not limited to, magnetic tapes, optical disks, magnetic disks, large-scale integration memory chips, and printouts onto which covered defense information is recorded, stored, or printed within a covered Contractor information system.

“Operationally critical support” means supplies or services designated by the Government as critical for airlift, sealift, intermodal transportation services, or logistical support that is essential to the mobilization, deployment, or sustainment of the Armed Forces in a contingency operation.

“Rapidly report” means within 72 hours of discovery of any cyber incident.

“Technical information” means technical data or computer software, as those terms are defined in the clause at DFARS [252.227-7013](#), Rights in Technical Data—Other Than Commercial Products and Commercial Services, regardless of whether or not the clause is incorporated in this solicitation or contract. Examples of technical information include research and engineering data, engineering drawings, and associated lists, specifications, standards, process sheets, manuals, technical reports, technical orders, catalog-item identifications, data sets, studies and analyses and related information, and computer software executable code and source code.

(b) *Adequate security*. The Contractor shall provide adequate security on all covered Contractor information systems. To provide adequate security, the Contractor shall implement, at a minimum, the following information security protections:

(1) For covered Contractor information systems that are part of an Information Technology (IT) service or system operated on behalf of the Government, the following security requirements apply:

(i) Cloud computing services shall be subject to the security requirements specified in the clause [252.239-7010](#), Cloud Computing Services, of this contract.

(ii) Any other such IT service or system (i.e., other than cloud computing) shall be subject to the security requirements specified elsewhere in this contract.

(2) For covered Contractor information systems that are not part of an IT service or system operated on behalf of the Government and therefore are not subject to the security requirement specified at paragraph (b)(1) of this clause, the following security requirements apply:

(i) Except as provided in paragraph (b)(2)(ii) of this clause, the covered Contractor information system shall be subject to the security requirements in National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, “Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations” (available via the internet at <https://csrc.nist.gov/publications/sp800>) in effect at the time the solicitation is issued or as authorized by the Contracting Officer.

(ii)(A) The Contractor shall implement NIST SP 800-171, as soon as practical, but not later than December 31, 2017. For all contracts awarded prior to October 1, 2017, the Contractor shall notify the DoD Chief Information Officer (CIO), via email at [osd.dibcsia@mail.mil](mailto:osd.dibcsia@mail.mil), within 30 days of contract award, of any security requirements specified by NIST SP 800-171 not implemented at the time of contract award.

(B) The Contractor shall submit requests to vary from NIST SP 800-171 in writing to the Contracting Officer, for consideration by the DoD CIO. The Contractor need not implement any security requirement adjudicated by an authorized representative of the DoD CIO to be nonapplicable or to have an alternative, but equally effective, security measure that may be implemented in its place.

(C) If the DoD CIO has previously adjudicated the Contractor’s requests indicating that a requirement is not applicable or that an alternative security measure is equally effective, a copy of that approval shall be provided to the Contracting Officer when requesting its recognition under this contract.

(D) If the Contractor intends to use an external cloud service provider to store, process, or transmit any covered defense information in performance of this contract, the Contractor shall require and ensure that the cloud service provider meets security requirements equivalent to those established by the Government for the Federal Risk and Authorization Management Program (FedRAMP) Moderate baseline (<https://www.fedramp.gov/documents-templates/>) and that the cloud service provider complies with requirements in paragraphs (c) through (g) of this clause for cyber incident reporting, malicious software, media preservation and protection, access to additional information and equipment necessary for forensic analysis, and cyber incident damage assessment.

(3) Apply other information systems security measures when the Contractor reasonably determines that information systems security measures, in addition to those identified in paragraphs (b)(1) and (2) of this clause, may be required to provide adequate security in a dynamic environment or to accommodate special circumstances (e.g., medical devices) and any individual, isolated, or temporary deficiencies based on an assessed risk or vulnerability. These measures may be addressed in a system security plan.

(c) *Cyber incident reporting requirement*.

(1) When the Contractor discovers a cyber incident that affects a covered Contractor information system or the covered defense information residing therein, or that affects the Contractor's ability to perform the requirements of the contract that are designated as operationally critical support and identified in the contract, the Contractor shall—

(i) Conduct a review for evidence of compromise of covered defense information, including, but not limited to, identifying compromised computers, servers, specific data, and user accounts. This review shall also include analyzing covered Contractor information system(s) that were part of the cyber incident, as well as other information systems on the Contractor's network(s), that may have been accessed as a result of the incident in order to identify compromised covered defense information, or that affect the Contractor's ability to provide operationally critical support; and

(ii) Rapidly report cyber incidents to DoD at <https://dibnet.dod.mil>.

(2) *Cyber incident report*. The cyber incident report shall be treated as information created by or for DoD and shall include, at a minimum, the required elements at <https://dibnet.dod.mil>.

(3) *Medium assurance certificate requirement*. In order to report cyber incidents in accordance with this clause, the Contractor or subContractor shall have or acquire a DoD-approved medium assurance certificate to report cyber incidents. For information on obtaining a DoD-approved medium assurance certificate, see <https://public.cyber.mil/eca/>.

(d) *Malicious software*. When the Contractor or subContractors discover and isolate malicious software in connection with a reported cyber incident, submit the malicious software to DoD Cyber Crime Center (DC3) in accordance with instructions provided by DC3 or the Contracting Officer. Do not send the malicious software to the Contracting Officer.

(e) *Media preservation and protection*. When a Contractor discovers a cyber incident has occurred, the Contractor shall preserve and protect images of all known affected information systems identified in paragraph (c)(1)(i) of this clause and all relevant monitoring/packet capture data for at least 90 days from the submission of the cyber incident report to allow DoD to request the media or decline interest.

(f) *Access to additional information or equipment necessary for forensic analysis*. Upon request by DoD, the Contractor shall provide DoD with access to additional information or equipment that is necessary to conduct a forensic analysis.

(g) *Cyber incident damage assessment activities*. If DoD elects to conduct a damage assessment, the Contracting Officer will request that the Contractor provide all of the damage assessment information gathered in accordance with paragraph (e) of this clause.

(h) *DoD safeguarding and use of Contractor attributional/proprietary information*. The Government shall protect against the unauthorized use or release of information obtained from the Contractor (or derived from information obtained from the Contractor) under this clause that includes Contractor attributional/proprietary information, including such information submitted in accordance with paragraph (c). To the maximum extent practicable, the Contractor shall identify and mark attributional/proprietary information. In making an authorized release of such information, the Government will implement appropriate procedures to minimize the Contractor attributional/proprietary information that is included in such authorized release, seeking to include only that information that is necessary for the authorized purpose(s) for which the information is being released.

(i) *Use and release of Contractor attributional/proprietary information not created by or for DoD*. Information that is obtained from the Contractor (or derived from information obtained from the Contractor) under this clause that is not created by or for DoD is authorized to be released outside of DoD—

(1) To entities with missions that may be affected by such information;

(2) To entities that may be called upon to assist in the diagnosis, detection, or mitigation of cyber incidents;

(3) To Government entities that conduct counterintelligence or law enforcement investigations;

(4) For national security purposes, including cyber situational awareness and defense purposes (including with Defense Industrial Base (DIB) participants in the program at 32 CFR part 236); or

(5) To a support services Contractor ("recipient") that is directly supporting Government activities under a contract that includes the clause at [252.204-7009](#), Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information.

(j) *Use and release of Contractor attributional/proprietary information created by or for DoD*. Information that is obtained from the Contractor (or derived from information obtained from the Contractor) under this clause that is created by or for DoD (including the information submitted pursuant to paragraph (c) of this

clause) is authorized to be used and released outside of DoD for purposes and activities authorized by paragraph (i) of this clause, and for any other lawful Government purpose or activity, subject to all applicable statutory, regulatory, and policy based restrictions on the Government's use and release of such information.

(k) The Contractor shall conduct activities under this clause in accordance with applicable laws and regulations on the interception, monitoring, access, use, and disclosure of electronic communications and data.

(l) *Other safeguarding or reporting requirements.* The safeguarding and cyber incident reporting required by this clause in no way abrogates the Contractor's responsibility for other safeguarding or cyber incident reporting pertaining to its unclassified information systems as required by other applicable clauses of this contract, or as a result of other applicable U.S. Government statutory or regulatory requirements.

(m) *Subcontracts.* The Contractor shall—

(1) Include this clause, including this paragraph (m), in subcontracts, or similar contractual instruments, for operationally critical support, or for which subcontract performance will involve covered defense information, including subcontracts for commercial products or commercial services, without alteration, except to identify the parties. The Contractor shall determine if the information required for subContractor performance retains its identity as covered defense information and will require protection under this clause, and, if necessary, consult with the Contracting Officer; and

(2) Require subContractors to—

(i) Notify the prime Contractor (or next higher-tier subContractor) when submitting a request to vary from a NIST SP 800-171 security requirement to the Contracting Officer, in accordance with paragraph

(b)(2)(ii)(B) of this clause; and

(ii) Provide the incident report number, automatically assigned by DoD, to the prime Contractor (or next higher-tier subContractor) as soon as practicable, when reporting a cyber incident to DoD as required in paragraph (c) of this clause.

(End of clause)

#### **252.204-7019 NOTICE OF NIST SP 800–171 DOD ASSESSMENT REQUIREMENTS (NOV 2023)**

#### **252.204-7020 NIST SP 800-171 DOD ASSESSMENT REQUIREMENTS (NOV 2023)**

#### **52.208-09 CONTRACTOR USE OF MANDATORY SOURCES OF SUPPLY OR SERVICES (MAY 2014) FAR**

#### **52.209-01 QUALIFICATION REQUIREMENTS (FEB 1995) FAR**

(a) Definition. "Qualification requirement," as used in this clause, means a Government requirement for testing or other quality assurance demonstration that must be completed before award.

(b) One or more qualification requirements apply to the supplies or services covered by this contract. For those supplies or services requiring qualification, whether the covered product or service is an end item under this contract or simply a component of an end item, the product, manufacturer, or source must have demonstrated that it meets the standards prescribed for qualification before award of this contract. The product, manufacturer, or source must be qualified at the time of award whether or not the name of the product, manufacturer, or source is actually included on a qualified products list, qualified manufacturers list, or qualified bidders list. Offerors should contact the agency activity designated below to obtain all requirements that they or their products or services, or their subContractors or their products or services, must satisfy to become qualified and to arrange for an opportunity to demonstrate their abilities to meet the standards specified for qualification.

(Name) \_\_\_\_\_

(Address) \_\_\_\_\_

(c) If an offeror, manufacturer, source, product or service covered by a qualification requirement has already met the standards specified, the relevant information noted below should be provided.

**Offeror's Name:** \_\_\_\_\_

**Manufacturer's Name:** \_\_\_\_\_**Source's Name:** \_\_\_\_\_**Item Name:** \_\_\_\_\_**Service Identification:** \_\_\_\_\_**Test Number:** \_\_\_\_\_ (to the extent known)

(d) Even though a product or service subject to a qualification requirement is not itself an end item under this contract, the product, manufacturer, or source must nevertheless be qualified at the time of award of this contract. This is necessary whether the Contractor or a subContractor will ultimately provide the product or service in question. If, after award, the Contracting Officer discovers that an applicable qualification requirement was not in fact met at the time of award, the Contracting Officer may either terminate this contract for default or allow performance to continue if adequate consideration is offered and the action is determined to be otherwise in the Government's best interests.

(e) If an offeror, manufacturer, source, product or service has met the qualification requirement but is not yet on a qualified products list, qualified manufacturers list, or qualified bidders list, the offeror must submit evidence of qualification prior to award of this contract. Unless determined to be in the Government's interest, award of this contract shall not be delayed to permit an offeror to submit evidence of qualification.

(f) Any change in location or ownership of the plant where a previously qualified product or service was manufactured or performed requires reevaluation of the qualification. Similarly, any change in location or ownership of a previously qualified manufacturer or source requires reevaluation of the qualification. The reevaluation must be accomplished before the date of award.

(End of clause)

**252.209-7004 Subcontracting with Firms that are Owned or Controlled by the Government of a Country that is a State Sponsor of Terrorism (MAY 2019)**

**252.209-7010 CRITICAL SAFETY ITEMS (AUG 2011)**

\*\*\*\*

(b) Identification of critical safety items. One or more of the items being procured under this contract is an aviation or ship critical safety item. The following items have been designated aviation critical safety items or ship critical safety items by the designated control activity: See Attachment 2, Schedule of Items, which designates all Critical Safety Items

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**52.211-05 MATERIAL REQUIREMENTS (AUG 2000) FAR**

**52.211-16 VARIATION IN QUANTITY (APR 1984) FAR – SEE NOTE 1 ON PAGE 43**

\*\*\*\*

(b) The permissible variation shall be limited to:

0 Percent increase

0 Percent decrease

This increase or decrease shall apply to N/A.

**52.211-17 DELIVERY OF EXCESS QUANTITIES (SEP 1989) FAR**

**52.215-1 INSTRUCTIONS TO OFFERORS – COMPETITIVE ACQUISITIONS (NOV 2021) FAR**

**52.215-21 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA - MODIFICATIONS (NOV 2021) FAR**

**52.216-19 ORDER LIMITATIONS (OCT 1995) FAR – SEE NOTE 1 ON PAGE 43**

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than 25% EAQ, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of 100% EAQ ;

(2) Any order for a combination of items in excess of N/A ; or

(3) A series of orders from the same ordering office within 60 days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

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

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 3 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

**52.217-09 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000) FAR**

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 10 years.

(End of clause)

**252.223-7006 PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS (SEP 2014) DFARS**

**252.225-7013 DUTY-FREE ENTRY (NOV 2023) DFARS**

**52.227-01 AUTHORIZATION AND CONSENT (JUN 2020) FAR**

**52.227-02 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (JUN 2020) FAR**

**52.232-17 INTEREST (MAY 2014) FAR**

**252.232-7010 LEVIES ON CONTRACT PAYMENTS (DEC 2006) DFARS**

**52.237-03 CONTINUITY OF SERVICES (JAN 1991) FAR**

**52.242-13 BANKRUPTCY (JUL 1995) FAR**

**52.242-15 STOP-WORK ORDER (AUG 1989) FAR**

**52.242-17 GOVERNMENT DELAY OF WORK (APR 1984) FAR**

**52.243-01 CHANGES - FIXED PRICE (AUG 1987) FAR**

**252.244-7000 SUBCONTRACTS FOR COMMERCIAL PRODUCTS OR COMMERCIAL SERVICES (NOV 2023) DFARS**

**52.245-01 GOVERNMENT PROPERTY (SEP 2021) FAR****52.245-09 USE AND CHARGES (APR 2012) FAR****252.245-7003 CONTRACTOR PROPERTY MANAGEMENT SYSTEM ADMINISTRATION (JAN 2025) DFARS****252.245-7005 MANAGEMENT AND REPORTING OF GOVERNMENT PROPERTY (JAN 2024)****52.246-11 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (DEC 2014) FAR**

The Contractor shall comply with the higher-level quality standard selected below. [If more than one standard is listed, the offeror shall indicate its selection by checking the appropriate block.]

	Title	Number	Date	Tailoring
<input type="checkbox"/>	ISO:9001			
<input type="checkbox"/>				
<input type="checkbox"/>				
<input type="checkbox"/>				

(End of Clause)

**52.246-15 CERTIFICATE OF CONFORMANCE (APR 1984) FAR – SEE NOTE 2 ON PAGE 43****252.246-7003 NOTIFICATION OF POTENTIAL SAFETY ISSUES (JAN 2023) DFARS****52.247-34 F.O.B. DESTINATION (JAN 1991) FAR****52.249-02 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (APR 2012) FAR****52.249-08 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984) FAR****52.251-01 GOVERNMENT SUPPLY SOURCES (APR 2012) FAR****252.251-7000 ORDERING FROM GOVERNMENT SUPPLY SOURCES (AUG 2012) DFARS****52.252-02 CLAUSES INCORPORATED BY REFERENCE (FEB 1998) FAR**

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

(End of Clause)

**52.252-06 AUTHORIZED DEVIATIONS IN CLAUSES (NOV 2020)**

(48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of “(DEVIATION)” after the date of the clause.

(b) The use in this solicitation or contract of any DoD FAR Supplement (DFARS) (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of “(DEVIATION)” after the name of the regulation.

(End of Clause)

**52.253-01 COMPUTER GENERATED FORMS (JAN 1991) FAR****252.225-7048 EXPORT CONTROLLED ITEMS (JUN 2013) DFARS**

(a) Definition. “Export-controlled items,” as used in this clause, means items subject to the Export Administration Regulations (EAR) (15 CFR Parts 730-774) or the International Traffic in Arms Regulations (ITAR) (22 CFR Parts 120-130). The term includes:



(1) "Defense items," defined in the Arms Export Control Act, 22 U.S.C. 2778(j)(4)(A), as defense articles, defense services, and related technical data, and further defined in the ITAR, 22 CFR Part 120.

(2) "Items," defined in the EAR as "commodities", "software", and "technology," terms that are also defined in the EAR, 15 CFR 772.1.

(b) The Contractor shall comply with all applicable laws and regulations regarding export-controlled items, including, but not limited to, the requirement for Contractors to register with the Department of State in accordance with the ITAR. The Contractor shall consult with the Department of State regarding any questions relating to compliance with the ITAR and shall consult with the Department of Commerce regarding any questions relating to compliance with the EAR.

(c) The Contractor's responsibility to comply with all applicable laws and regulations regarding export-controlled items exists independent of, and is not established or limited by, the information provided by this clause.

(d) Nothing in the terms of this contract adds, changes, supersedes, or waives any of the requirements of applicable Federal laws, Executive orders, and regulations, including but not limited to—

(1) The Export Administration Act of 1979, as amended (50 U.S.C. App. 2401, et seq.);

(2) The Arms Export Control Act (22 U.S.C. 2751, et seq.);

(3) The International Emergency Economic Powers Act (50 U.S.C. 1701, et seq.);

(4) The Export Administration Regulations (15 CFR Parts 730-774);

(5) The International Traffic in Arms Regulations (22 CFR Parts 120-130); and

(6) Executive Order 13222, as extended.

(e) The Contractor shall include the substance of this clause, including this paragraph (e), in all subcontracts.

(End of clause)

## **52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013) FAR**

### **Part 12 Provisions**

## **52.212-01 INSTRUCTIONS TO OFFERORS - COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (SEP 2023) FAR**

## **52.212-02 EVALUATION - COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (NOV 2021) FAR**

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

### **See Evaluation of Offers (Section M)**

Technical and past performance, when combined, are **See Evaluation of Offers (Section M)**

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

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

(End of provision)

## **52.212-03 OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (MAY 2024) FAR**

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically in the System for Award Management (SAM) accessed through <https://www.sam.gov>. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (v) of this provision.

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

*Covered telecommunications equipment or services* has the meaning provided in the clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

*Economically disadvantaged women-owned small business (EDWOSB) concern* means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with [13 CFR part 127](#), and the concern is certified by SBA or an approved third-party certifier in accordance with [13 CFR 127.300](#). It automatically qualifies as a women-owned small business eligible under the WOSB Program.

*Forced or indentured child labor* means all work or service—

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

*Highest-level owner* means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

*Immediate owner* means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

*Inverted domestic corporation*, means a foreign incorporated entity that meets the definition of an inverted domestic corporation under [6 U.S.C. 395\(b\)](#), applied in accordance with the rules and definitions of [6 U.S.C. 395\(c\)](#).

*Manufactured end product* means any end product in product and service codes (PSCs) 1000-9999, except—

- (1) PSC 5510, Lumber and Related Basic Wood Materials;
- (2) Product or Service Group (PSG) 87, Agricultural Supplies;
- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 9630, Additive Metal Materials.

*Place of manufacture* means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

*Predecessor* means an entity that is replaced by a successor and includes any predecessors of the predecessor.

*Reasonable inquiry* has the meaning provided in the clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

*Restricted business operations* means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

(1) Are conducted under contract directly and exclusively with the regional Government of southern Sudan;

(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended."Sensitive technology"—

*Sensitive technology*—

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act ( [50 U.S.C. 1702\(b\)\(3\)](#)).

*Service-disabled veteran-owned small business (SDVOSB) concern* means a small business concern—

(1)

(i) Not less than 51 percent of which is owned and controlled by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran; or

(2) A small business concern eligible under the SDVOSB Program in accordance with 13 CFR part 128 (see subpart [19.14](#)).

(3) *Service-disabled veteran*, as used in this definition, means a veteran as defined in [38 U.S.C. 101\(2\)](#), with a disability that is service connected, as defined in [38 U.S.C. 101\(16\)](#), and who is registered in the Beneficiary Identification and Records Locator Subsystem, or successor system that is maintained by the Department of Veterans Affairs' Veterans Benefits Administration, as a service-disabled veteran.

*Service-disabled veteran-owned small business (SDVOSB) concern eligible under the SDVOSB Program* means an SDVOSB concern that—

(1) Effective January 1, 2024, is designated in the System for Award Management (SAM) as certified by the Small Business Administration (SBA) in accordance with 13 CFR 128.300; or

(2) Has represented that it is an SDVOSB concern in SAM and submitted a complete application for certification to SBA on or before December 31, 2023.

*Service-disabled veteran-owned small business (SDVOSB) Program* means a program that authorizes Contracting Officers to limit competition, including award on a sole-source basis, to SDVOSB concerns eligible under the SDVOSB Program.

*Small business concern*—

(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in its field of operation, and qualified as a small business under the criteria in [13 CFR part 121](#) and size standards in this solicitation.

(2) *Affiliates*, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

*Small disadvantaged business concern*, consistent with 13 CFR 124.1001, means a small business concern under the size standard applicable to the acquisition, that—

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by—

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding the threshold at 13 CFR 124.104(c)(2) after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13 CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

*Subsidiary* means an entity in which more than 50 percent of the entity is owned—

- (1) Directly by a parent corporation; or
- (2) Through another subsidiary of a parent corporation

*Successor* means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term "successor" does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

*Veteran-owned small business concern* means a small business concern—

- (1) Not less than 51 percent of which is owned and controlled by one or more veterans (as defined at [38 U.S.C. 101\(2\)](#)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

- (2) The management and daily business operations of which are controlled by one or more veterans.

*Women-owned business concern* means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women

*Women-owned small business concern* means a small business concern—

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

- (2) Whose management and daily business operations are controlled by one or more women.

*Women-owned small business (WOSB) concern eligible under the WOSB Program* (in accordance with [13 CFR part 127](#)), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States, and the concern is certified by SBA or an approved third-party certifier in accordance with [13 CFR 127.300](#).

(b)

- (1) *Annual Representations and Certifications.* Any changes provided by the Offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications in SAM.

- (2) The offeror has completed the annual representations and certifications electronically in SAM accessed through <http://www.sam.gov>. After reviewing SAM information, the Offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR [52.212-3](#), Offeror Representations and Certifications-Commercial Products and Commercial Services, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard(s) applicable to the NAICS code(s) referenced for this solicitation), at the time this offer is submitted and are incorporated in this offer by reference (see FAR [4.1201](#)), except for paragraphs \_\_\_\_.

*[Offeror to identify the applicable paragraphs at (c) through (v) of this provision that the offeror has completed for the purposes of this solicitation only, if any.]*

*These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.*

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

- (c) Offerors must complete the following representations when the resulting contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the Contracting Officer has applied [part 19](#) in accordance with [19.000\(b\)\(1\)\(ii\)](#). Check all that apply.

- (1) *Small business concern.* The offeror represents as part of its offer that—

- (i) It ☐ is, ☐ is not a small business concern; or

- (ii) It ☐ is, ☐ is not a small business joint venture that complies with the requirements of [13 CFR 121.103\(h\)](#) and [13 CFR 125.8\(a\)](#) and [\(b\)](#). [ *The offeror shall enter the name and unique entity identifier of each party to the joint venture: \_\_\_\_\_.* ]

- (2) *Veteran-owned small business concern.* [ *Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.* ] The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.

- (3) *SDVOSB concern.* [ *Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.* ] The offeror represents that it ☐ is, ☐ is not an SDVOSB concern.



(4) *SDVOSB concern joint venture eligible under the SDVOSB Program.* The offeror represents that it ☐ is, ☐ is not an SDVOSB joint venture eligible under the SDVOSB Program that complies with the requirements of 13 CFR 128.402. [Complete only if the offeror represented itself as an SDVOSB concern in paragraph (c)(3) of this provision.] [The offeror shall enter the name and unique entity identifier of each party to the joint venture: \_\_\_\_\_.]

(5) *Small disadvantaged business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is, ☐ is not a small disadvantaged business concern as defined in [13 CFR 124.1001](#).

(6) *Women-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is, ☐ is not a women-owned small business concern.

(7) *WOSB joint venture eligible under the WOSB Program.* The offeror represents that it ☐ is, ☐ is not a joint venture that complies with the requirements of [13 CFR 127.506\(a\)](#) through [\(c\)](#). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: \_\_\_\_\_.]

(8) *Economically disadvantaged women-owned small business (EDWOSB) joint venture.* The offeror represents that it ☐ is, ☐ is not a joint venture that complies with the requirements of [13 CFR 127.506\(a\)](#) through [\(c\)](#). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: \_\_\_\_\_.]

**Note to paragraphs (c)(9) and (10):** Complete paragraphs (c)(9) and (10) only if this solicitation is expected to exceed the simplified acquisition threshold.

(9) *Women-owned business concern (other than small business concern).* [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is a women-owned business concern.

(10) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subContractors) amount to more than 50 percent of the contract price: \_\_\_\_\_

(11) *HUBZone small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that—  
(i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, as having been certified by SBA as a HUBZone small business concern in the Dynamic Small Business Search and SAM, and will attempt to maintain an employment rate of HUBZone residents of 35 percent of its employees during performance of a HUBZone contract (see [13 CFR 126.200\(e\)\(1\)](#)); and  
(ii) It ☐ is, ☐ is not a HUBZone joint venture that complies with the requirements of [13 CFR 126.616\(a\)](#) through [\(c\)](#). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: \_\_\_\_\_.] Each HUBZone small business concern participating in the HUBZone joint venture shall provide representation of its HUBZone status.

(d) Representations required to implement provisions of Executive Order 11246-

(1) Previous contracts and compliance. The offeror represents that-

(i) It ☐ has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It ☐ has, ☐ has not filed all required compliance reports.

(2) *Affirmative Action Compliance.* The offeror represents that-

(i) It ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions*

(31 <http://uscode.house.gov/> U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.)

By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant

contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants.

The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) *Buy American Certificate*. (Applies only if the clause at Federal Acquisition Regulation (FAR) [52.225-1](#), Buy American-Supplies, is included in this solicitation.)

(1)

(i) The Offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that each domestic end product listed in paragraph (f)(3) of this provision contains a critical component.

(ii) The Offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. For those foreign end products that do not consist wholly or predominantly of iron or steel or a combination of both, the Offeror shall also indicate whether these foreign end products exceed 55 percent domestic content, except for those that are COTS items. If the percentage of the domestic content is unknown, select "no".

(iii) The Offeror shall separately list the line item numbers of domestic end products that contain a critical component (see FAR 25.105).

(iv) The terms "commercially available off-the-shelf (COTS) item," "critical component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American-Supplies."

(2) Foreign End Products:

Line Item No.	Country of Origin	Exceeds 55% domestic content (yes/no)
_____	_____	_____
_____	_____	_____
_____	_____	_____

[List as necessary]

(3) Domestic end products containing a critical component:

Line Item No. \_\_\_\_

[List as necessary]

(4) The Government will evaluate offers in accordance with the policies and procedures of FAR [part 25](#).

(g)

(1) *Buy American-Free Trade Agreements-Israeli Trade Act Certificate*. (Applies only if the clause at FAR [52.225-3](#), Buy American-Free Trade Agreements-Israeli Trade Act, is included in this solicitation.)

(i)

(A) The Offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (iii) of this provision, is a domestic end product and that each domestic end product listed in paragraph (g)(1)(iv) of this provision contains a critical component.

(B) The terms "Bahraini, Moroccan, Omani, Panamanian, or Peruvian end product," "commercially available off-the-shelf (COTS) item," "critical component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act."

(ii) The Offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahraini, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act." Free Trade Agreement Country End Products (Other than Bahraini, Moroccan, Omani, Panamanian, or Peruvian End Products) or *Israeli End Products*:

**Line Item No.****Country of Origin**

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*[List as necessary]*

(iii) The Offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act." The Offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products. For those foreign end products that do not consist wholly or predominantly of iron or steel or a combination of both, the Offeror shall also indicate whether these foreign end products exceed 55 percent domestic content, except for those that are COTS items. If the percentage of the domestic content is unknown, select "no".

*Other Foreign End Products:***Line Item No.****Country of Origin****Exceeds 55% domestic content (yes/no)**

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*[List as necessary]*

(iv) The Offeror shall list the line item numbers of domestic end products that contain a critical component (see FAR [25.105](#)).

Line Item No. 

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*[List as necessary]*

(v) The Government will evaluate *offers* in accordance with the policies and procedures of FAR [part 25](#).

(2) *Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate II*. If Alternate II to the clause at FAR [52.225-3](#) is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Israeli end products as defined in the clause of this solicitation entitled "Buy American—Free Trade Agreements—Israeli Trade Act":

*Israeli End Products:***Line Item No.**

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**Line Item No.**

[List as necessary]

(3) *Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate III.* If Alternate III to the clause at [52.225-3](#) is included in this solicitation, substitute the following paragraphs (g)(1)(i)(B) and (g)(1)(ii) for paragraphs (g)(1)(i)(B) and (g)(1)(ii) of the basic provision:

(g)(1)(i)(B) The terms "Korean end product", "commercially available off-the-shelf (COTS) item," "critical component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American—Free Trade Agreements—Israeli Trade Act."

(g)(1)(ii) The Offeror certifies that the following supplies are Korean end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American—Free Trade Agreements—Israeli Trade Act":

Korean End Products or Israeli End Products:

**Line Item No.**

**Country of Origin**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

[List as necessary]

(4) *Trade Agreements Certificate.* (Applies only if the clause at FAR [52.225-5](#), Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

*Other End Products:*

**Line Item No.**

**Country of Origin**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR [part 25](#). For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated



country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Responsibility Matters (Executive Order 12689)*. (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals—

(1) ☐ Are, ☐ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) ☐ Have, ☐ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local Government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(3) ☐ Are, ☐ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) ☐ Have, ☐ have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds the threshold at [9.104-5\(a\)\(2\)](#) for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) *The tax liability is finally determined*. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) *The taxpayer is delinquent in making payment*. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) *Examples*.

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

(i) *Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126)*.

[The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at [22.1503\(b\)](#).]

(1) *Listed end products*.

## Listed End Product

## Listed Countries of Origin

(2) *Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]*

☐ (i) *The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.*

☐ (ii) *The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.*

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly-

(1) ☐ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) ☐ Outside the United States.

(k) *Certificates regarding exemptions from the application of the Service Contract Labor Standards* (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subContractor if it subcontracts out the exempt services.)

*[The Contracting Officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]*

☐ (1) *Maintenance, calibration, or repair of certain equipment as described in FAR [22.1003-4\(c\)\(1\)](#).*

The offeror ☐ does ☐ does not certify that-

- (i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subContractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;
- (ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR [22.1003-4\(c\)\(2\)\(ii\)](#)) for the maintenance, calibration, or repair of such equipment; and
- (iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial Customers.

☐ (2) *Certain services as described in FAR [22.1003-4\(d\)\(1\)](#).* The offeror ☐ does ☐ does not certify that-

- (i) The services under the contract are offered and sold regularly to non-Governmental Customers, and are provided by the offeror (or subContractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;
- (ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR [22.1003-4\(d\)\(2\)\(iii\)](#));
- (iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and
- (iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial Customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies-

- (i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and
- (ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) *Taxpayer Identification Number (TIN)* ( [26 U.S.C. 6109](#), [31 U.S.C. 7701](#)). (Not applicable if the offeror is required to provide this information to the SAM to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of [31 U.S.C. 7701\(c\)](#) and 3325(d), reporting requirements of [26 U.S.C. 6041](#), 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government ( [31 U.S.C. 7701\(c\)\(3\)](#)). If the resulting contract is subject to the payment reporting requirements described in FAR [4.904](#), the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) *Taxpayer Identification Number (TIN)*.

☐ TIN: \_\_\_\_\_.

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign Government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization*.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign Government;

☐ International organization per 26 CFR1.6049-4;

☐ Other \_\_\_\_\_.

(5) *Common parent*.

☐ Offeror is not owned or controlled by a common parent;

☐ Name and TIN of common parent:

Name \_\_\_\_\_.

TIN \_\_\_\_\_.

(m) *Restricted business operations in Sudan*. By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) Prohibition on Contracting with Inverted Domestic Corporations.

(1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at [9.108-2\(b\)](#) applies or the requirement is waived in accordance with the procedures at [9.108-4](#).

(2) *Representation*. The Offeror represents that—

(i) It ☐ is, ☐ is not an inverted domestic corporation; and

(ii) It ☐ is, ☐ is not a subsidiary of an inverted domestic corporation.

(o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.

(1) The offeror shall e-mail questions concerning sensitive technology to the Department of State at [CISADA106@state.gov](mailto:CISADA106@state.gov).

(2) *Representation and Certifications.* Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror-

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the Government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the Government of Iran;

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds the threshold at FAR [25.703-2\(a\)\(2\)](#) with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if-

(i) This solicitation includes a trade agreements certification (e.g., [52.212-3\(g\)](#)) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(p) *Ownership or Control of Offeror.* (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a unique entity identifier in the solicitation).

(1) The Offeror represents that it ☐ has or ☐ does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates "has" in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code: \_\_\_\_\_.

Immediate owner legal name: \_\_\_\_\_.

(Do not use a "doing business as" name)

Is the immediate owner owned or controlled by another entity: ☐ Yes or ☐ No.

(3) If the Offeror indicates "yes" in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code: \_\_\_\_\_.

Highest-level owner legal name: \_\_\_\_\_.

(Do not use a "doing business as" name)

(q) *Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.*

(1) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, The Government will not enter into a contract with any corporation that-

(i) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(ii) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(2) The Offeror represents that-

(i) It is ☐ is not ☐ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(ii) It is ☐ is not ☐ a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(r) *Predecessor of Offeror.* (Applies in all solicitations that include the provision at [52.204-16](#), Commercial and Government Entity Code Reporting.)

(1) The Offeror represents that it ☐ is or ☐ is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(2) If the Offeror has indicated "is" in paragraph (r)(1) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code: (or mark "Unknown").

Predecessor legal name: \_\_\_\_\_.

(Do not use a "doing business as" name).

(s) [Reserved].

(t) *Public Disclosure of Greenhouse Gas Emissions and Reduction Goals.* Applies in all solicitations that require offerors to register in SAM ( [12.301](#)(d)(1)).

(1) This representation shall be completed if the Offeror received \$7.5 million or more in contract awards in the prior Federal fiscal year. The representation is optional if the Offeror received less than \$7.5 million in Federal contract awards in the prior Federal fiscal year.

(2) Representation. [Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii)].

(i) The Offeror (itself or through its immediate owner or highest-level owner) ☐ does, ☐ does not publicly disclose greenhouse gas emissions, i.e., makes available on a publicly accessible website the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

(ii) The Offeror (itself or through its immediate owner or highest-level owner) ☐ does, ☐ does not publicly disclose a quantitative greenhouse gas emissions reduction goal, i.e., make available on a publicly accessible website a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.

(iii) A publicly accessible website includes the Offeror's own website or a recognized, third-party greenhouse gas emissions reporting program.

(3) If the Offeror checked "does" in paragraphs (t)(2)(i) or (t)(2)(ii) of this provision, respectively, the Offeror shall provide the publicly accessible website(s) where greenhouse gas emissions and/or reduction goals are reported: \_\_\_\_\_.

(u)

(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with an entity that requires employees or subContractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subContractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(2) The prohibition in paragraph (u)(1) of this provision does not contravene requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(3) *Representation.* By submission of its offer, the Offeror represents that it will not require its employees or subContractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subContractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).

(v) *Covered Telecommunications Equipment or Services-Representation.* Section 889(a)(1)(A) and section 889 (a)(1)(B) of Public Law 115-232.

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

(2) The Offeror represents that—



(i) It ☐ does, ☐ does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(ii) After conducting a reasonable inquiry for purposes of this representation, that it ☐ does, ☐ does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

(End of Provision)

**52.212-03 OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS  
ALT I (FEB 2024) FAR**

(12) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(5) Of this provision.)

**The offeror shall check the category in which its ownership falls:**

☐ Black American.

☐ Hispanic American.

☐ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

☐ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

☐ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

☐ Individual/concern, other than one of the preceding.

**252.203-7005 REPRESENTATION RELATING TO COMPENSATION OF FORMER DOD OFFICIALS  
(SEP 2022) DFARS**

**252.204-7008 COMPLIANCE WITH SAFEGUARDING COVERED DEFENSE INFORMATION  
CONTROLS (OCT 2016) DFARS**

**52.211-14 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE, EMERGENCY  
PREPAREDNESS, AND ENERGY USE PROGRAM (APR 2008) FAR**

Any contract awarded as a result of this solicitation will be ( ) DX rated order; ( X ) DO rated order certified for national defense use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

**252.215-7008 ONLY ONE OFFER (DEC 2022) DFARS**

**52.217-05 EVALUATION OF OPTIONS (JUL 1988) FAR**

**52.252-01 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998) – FAR**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as

if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror

is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted

with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.dla.mil/Acquisition> and Acquisition.gov

(End of Provision)

**52.252-05 AUTHORIZED DEVIATIONS IN PROVISIONS (NOV 2020) FAR****52.233-02 SERVICE OF PROTEST (SEP 2006) FAR**

(a) Protests, as defined in section 31.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from. [Contracting Officer designate the official or location where a protest may be served on the Contracting Officer.]

DLA Aviation  
Attn: Robert J. Napolitano II  
6090 Strathmore Road  
Richmond, VA 23237

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of Clause)

**52.248-1 VALUE ENGINEERING (JUN 2020) FAR****52.228-5 INSURANCE- WORK ON A GOVERNMENT INSTALLATION (JAN 1997) FAR****52.233-1 DISPUTES (MAY 2014) FAR****Procurement Notes:**

The full-text of each note can be found at: <https://www.dla.mil/Acquisition/Policy-and-Directives/>

**C01 - SUPERSEDED PART NUMBERED ITEMS (SEP 2016)****C02 - MANUFACTURING PHASE-OUT OR DISCONTINUATION OF PRODUCTION, DIMINISHING SOURCES, AND OBSOLETE MATERIALS OR COMPONENTS (DEC 2016)****C03 - CONTRACTOR RETENTION OF SUPPLY CHAIN TRACEABILITY DOCUMENTATION (JUN 2023)****C05 – CHANGES TO KEY PERSONNEL (OCT 2016)****C06 - SURGE AND SUSTAINMENT (S&S) REQUIREMENTS (FEB 2017)****C07 - WARSTOPPER PROGRAM MATERIAL BUFFER AVAILABILITY (JAN 2021)****C09 - ECONOMIC PRICE ADJUSTMENT – DEPARTMENT OF LABOR INDEX (APR 2024)**

(a) Warranties. The Contractor warrants that—

(1) The base unit prices set forth in the Schedule do not include allowances for any portion of the contingency covered by this procurement note; and

(2) Prices invoiced shall be computed in accordance with the terms of this procurement note.

(b) Definitions. As used throughout this procurement note—

(1) "*Index*", for the purpose of price adjustment under this procurement note, means the Producer Price Index(es) reported in the monthly publication entitled, "Producer Price Indexes", published by the United

States (U.S.) Department of Labor (DOL), Bureau of Labor Statistics (BLS) for the following code number(s) and title(s):

WPU03 through WPU15 (Industrial Commodities) – For the following FSCs:

1005, 1055, 1090, 1095, 1240, 1270, 1280, 1420, 1430, 1440, 1450, 1610, 1620, 1630, 1640, 1650, 1660, 1730, 2510, 2520, 2530, 2540, 2590, 2610, 2640, 2805, 2815, 2910, 2920, 2930, 2940, 2990, 2995, 3010, 3020, 3030, 3040, 3110, 3120, 3130, 3230, 3426, 3431, 3433, 3439, 3455, 3460, 3530, 3611, 3655, 3694, 3805, 3910, 3930, 3940, 3990, 4010, 4020, 4030, 4130, 4140, 4210, 4220, 4240, 4310, 4320, 4330, 4440, 4460, 4510, 4520, 4610, 4710, 4720, 4730, 4810, 4820, 4920, 4930, 4931, 4935, 4940, 5110, 5120, 5210, 5330, 5331, 5335, 5340, 5342, 5355, 5365, 5410, 5411, 5430, 5620, 5815, 5820, 5821, 5826, 5831, 5835, 5836, 5840, 5841, 5845, 5850, 5855, 5860, 5865, 5895, 5905, 5910, 5915, 5920, 5925, 5930, 5935, 5940, 5945, 5950, 5955, 5960, 5961, 5962, 5963, 5965, 5970, 5975, 5977, 5980, 5985, 5990, 5995, 5996, 5998, 5999, 6020, 6035, 6060, 6105, 6110, 6115, 6125, 6130, 6135, 6140, 6145, 6150, 6160, 6210, 6220, 6230, 6240, 6250, 6340, 6510, 6515, 6605, 6610, 6615, 6620, 6625, 6635, 6640, 6645, 6650, 6665, 6670, 6680, 6685, 6695, 6720, 6750, 6760, 6840, 6850, 6910, 6930, 7025, 7035, 7045, 7050, 7510, 7690, 8110, 8120, 8125, 8140, 8145, 8305, 8310, 8315, 8345, 8465, 9150, 9160, 9320, 9330, 9340, 9390, 9505, 9515, 9525, 9530, 9535, 9540, 9905

WPU142 (Aircraft and aircraft equipment) for the following FSCs:

1560, 1670, 1680, 2020, 2030, 2040, 2810, 2835, 2840, 2845, 2915, 2925, 2935, 2945, 2950

WPU 1081-05 (Aircraft fasteners, except plastics (including aerospace)) for the following FSCs:

5305, 5306, 5307, 5310, 5315, 5320, 5325, 5360

(2) "*Base index*" means the arithmetic average of the final version of the indexes published for the 6 months, or quarters for ECI, preceding the closing date for receipt of proposals or the date required for receipt of final proposal revisions, if discussions were held.

(3) "*Adjusting index*" means the arithmetic average of the ☐ first published or ☒ final version of the index for the 6 months, or quarters for ECI, prior to the month in which the adjusting contract modification is effective.

(4) "*Base unit price*" means the unit price applicable to a quantity of a contract line item established at contract award, exclusive of any price adjustment pursuant to this procurement note.

(5) "*Adjustment period*" means the period during which a particular adjustment to the unit price under this procurement note (calculated at the beginning of the adjustment period) will apply. The length of each adjustment period in months is the number of adjustments allowed per year in (c)(1) below divided by 12.

(c) Adjustments. Prior to the end of each adjustment period, the Contracting Officer will calculate the adjusting index and any adjusted contract unit price(s) for the new adjustment period, and modify the contract accordingly. The Contracting Officer will make price adjustments in accordance with this procurement note by issuing a contract modification showing the base index, the adjusting index, the base unit price, the mathematical calculations, and the changed unit price(s). The price adjustment shall apply to orders issued after the effective date of the contract modification establishing the unit price for the adjustment period. The Contracting Officer will base the price adjustment(s) for each adjustment period on the percentage change between the base index and the adjusting index for the adjustment period, as applied to the base unit price.

(1) The Contractor shall decrease its price in any particular adjustment period if the adjusting index is less than the base index. This contract allows **one (1)** price adjustment per contract year.

(2) Example of adjustment calculation:

Base Index= 109.88\*

Adjusting Index = 112.72\*

Less base index = 109.88

Change to index = 2.84



Divide change to index by base index =  $2.84 / 109.88 = .02585$  (2.585%)\*\*

Multiply by the base unit price =  $\$50.00 \times .02585 = \$1.29$ \*\*\*

= Unit Price Adjustment

Adjusted unit price = \$51.29

\*In computing the base and adjusting indexes, the Contracting Officer will round the resulting figure to the second decimal place.

\*\*The Contracting Officer will round this number to the fifth decimal place.

\*\*\*The Contracting Officer will round all dollar figures to the nearest cent.

(d) Upward ceiling on economic price adjustment. No upward ceiling shall apply under this economic price adjustment procurement note, unless the BLS series is based on indices below the six-digit level. (An index "below the six-digit level" in BLS usage means an index with an identifier exceeding six-digits). For any BLS series that is below the six-digit level, the following ceiling shall apply: The Contractor agrees that the aggregate of the increases in any contract unit price under the terms of this procurement note shall not exceed **10%** (percent) of the original base unit price, except as provided hereafter.

(1) If at any time the Contractor has reason to believe that within the near future a price adjustment under the terms of this procurement note will be required that will exceed the adjustment ceiling for any item, the Contractor shall promptly notify the Contracting Officer in writing of the expected increase. The notification shall include a revised ceiling the Contractor believes is sufficient to permit completion of remaining contract performance, along with appropriate explanation and documentation as required by the Contracting Officer.

(2) If an increase in the index would raise a contract unit price for an item above the current ceiling, the Contracting Officer may issue a contract modification to raise the ceiling. If the Contracting Officer does not raise the contract ceiling, the Contracting Officer will promptly notify the Contractor in writing.

(e) Invoices. The basis for prices payable under this contract is the latest adjusted unit price incorporated into the contract as of the date of order.

(f) Retroactive adjustment. This paragraph applies only if the Contracting Officer selected "first published index" in paragraph (b)(3). If the Government has already paid for orders delivered during an adjustment period, the Contractor may request a retroactive adjustment. The Contracting Officer will, base the retroactive adjustment on the difference between a higher final revised index applicable to an adjustment period and the index values used in calculating the unit price for that adjustment period, subject to the adjustment ceiling in paragraph (d) and under the following conditions:

(1) The request for equitable adjustment clearly establishes that the unit price adjustment for the adjustment period would have been higher if the final revised index had been used; and identifies all invoices and payments to which it applies cites the specific index differences relating to the requested adjustment, and provides a calculation of the total net price adjustment for items delivered during that adjustment period.

(2) The total dollar change for items delivered is \$\_\_\_\_\_ (\$500.00 unless otherwise stated) or more for the applicable adjustment period(s).

(3) The Contracting Officer received the Contractor's written request within 45 days following publication of the final revised index.

The Contractor shall adjust its prices downward based on the difference between a lower final revised index applicable to an adjustment period and the index values used in calculating the unit price for that adjustment period, subject to the limitation in paragraph (f)(2).

(g) Revision of index. If any applicable index is discontinued or its method of derivation is altered substantially, or if the Contracting Officer determines that the index consistently and substantially fails to reflect market conditions, the parties shall mutually agree upon an appropriate and comparable substitute. The Contracting Officer will modify the contract to reflect such substitute effective on the date the index was discontinued, altered, or began to consistently and substantially fail to reflect market conditions.

(h) Final invoice. The Contractor shall include a statement on the final invoice confirming it has applied all decreases required by this procurement note to the amounts invoiced.

(i) Disputes. The "Disputes" clause of the contract applies to any dispute arising under this procurement note.

\*\*\*\*\*

**H01 - QUALIFIED PRODUCTS LIST (QPL) FOR FEDERAL SUPPLY CLASS (FSC) 5935 CONNECTOR ASSEMBLIES AND CONTACTS (SEP 2016)**

**H02 - COMPONENT QUALIFIED PRODUCTS LIST (QPL) / QUALIFIED MANUFACTURERS LIST (QML) (SEP 2016)**

**H04 - SOURCING FOR CRITICAL SAFETY ITEMS (APR 2024)**

**H14 - CONTRACTOR PERSONNEL SECURITY REQUIREMENTS (DEC 2021)**

**L02 - ELECTRONIC ORDER TRANSMISSION (JUN 2020)**

**L04 - OFFERS FOR PART NUMBERED ITEMS (SEP 2016)**

**L06 - AGENCY PROTESTS (DEC 2016)**

**L07 - SITE VISIT INSTRUCTIONS (OCT 2016)**

**L08 - USE OF SUPPLIER PERFORMANCE RISK SYSTEM (SPRS) IN PAST PERFORMANCE EVALUATIONS (JUN 2020)**

**L18 - SURGE AND SUSTAINMENT (S&S) REQUIREMENTS - INSTRUCTIONS TO OFFERORS (FEB 2017)**

**L19 - SURGE AND SUSTAINMENT (S&S) - CAPABILITY ASSESSMENT PLAN (CAP) (JAN 2021)**

**L22 - RESTRICTION OF ALTERNATE OFFERS FOR SOURCE CONTROLLED ITEMS (SEP 2017)**

**L25 - EVALUATION OF OFFERS - ECONOMIC PRICE ADJUSTMENT (AUG 2017)**

**L27 - ADDITION AND DELETION OF ITEMS (AUG 2017)**

**M01 - QUALIFIED SUPPLIERS FOR FEDERAL SUPPLY CLASS (FSC) 5961 SEMICONDUCTORS AND MICROCIRCUITS (JUN 2020)**

**M06 - EVALUATION OF OFFERS FOR PART NUMBERED ITEMS (SEP 2016)**

**M07 - SURGE AND SUSTAINMENT (S&S) EVALUATION (FEB 2017)**

**TQ STOs:**

The full-text of each note can be found at: <https://www.dla.mil/Acquisition/Policy-and-Directives/>

**RC001: Documentation Requirements for Source Approval Request (SAR)**

**RP001: DLA Packaging Requirements for Procurement**

**RQ001: Tailored Higher Level Contract Quality Requirements (Manufacturers and Non-Manufacturers)**

**RQ009: Inspection and Acceptance at Origin**

**RQ011: Removal of Government Identification from Non-Accepted Supplies**

**RS001: Shelf Life Additional Requirements**

**RT001: Measuring and Test Equipment**

**Note 1: This clause is only applicable to the world-wide demand portion of this contract.**

**Note 2: This clause is only applicable to items designated for inspection at origin/source**

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**SECTION H – SPECIAL CONTRACT REQUIREMENTS****H-900 PRICING AND PAYMENT**

**Material:** Material priced at the time of contract award represents the fixed commodity price for a 12-month period. Those prices will be adjusted annually throughout the life of the contract in accordance with an Economic Price Adjustments (EPA) pursuant to Defense Logistics Agency Directives (DLAD) Procurement Note C09. The EPA will only apply to material. The bases to be used for the adjustment to each Federal Supply Class (FSC) are as follows:

Bureau of Labor Statistics (BLS) Category WPU03THRU15 (Industrial commodities) mapped to the following FSCs: 1005, 1055, 1090, 1095, 1240, 1270, 1280, 1420, 1430, 1440, 1450, 1610, 1620, 1630, 1640, 1650, 1660, 1730, 2510, 2520, 2530, 2540, 2590, 2610, 2640, 2805, 2815, 2910, 2920, 2930, 2940, 2990, 2995, 3010, 3020, 3030, 3040, 3110, 3120, 3130, 3230, 3426, 3431, 3433, 3439, 3455, 3460, 3530, 3611, 3655, 3694, 3805, 3910, 3930, 3940, 3990, 4010, 4020, 4030, 4130, 4140, 4210, 4220, 4240, 4310, 4320, 4330, 4440, 4460, 4510, 4520, 4610, 4710, 4720, 4730, 4810, 4820, 4920, 4930, 4931, 4935, 4940, 5110, 5120, 5210, 5330, 5331, 5335, 5340, 5342, 5355, 5365, 5410, 5411, 5430, 5620, 5815, 5820, 5821, 5826, 5831, 5835, 5836, 5840, 5841, 5845, 5850, 5855, 5860, 5865, 5895, 5905, 5910, 5915, 5920, 5925, 5930, 5935, 5940, 5945, 5950, 5955, 5960, 5961, 5962, 5963, 5965, 5970, 5975, 5977, 5980, 5985, 5990, 5995, 5996, 5998, 5999, 6020, 6035, 6060, 6105, 6110, 6115, 6125, 6130, 6135, 6140, 6145, 6150, 6160, 6210, 6220, 6230, 6240, 6250, 6340, 6510, 6515, 6605, 6610, 6615, 6620, 6625, 6635, 6640, 6645, 6650, 6665, 6670, 6680, 6685, 6695, 6720, 6750, 6760, 6840, 6850, 6910, 6930, 7025, 7035, 7045, 7050, 7510, 7690, 8110, 8120, 8125, 8140, 8145, 8305, 8310, 8315, 8345, 8465, 9150, 9160, 9320, 9330, 9340, 9390, 9505, 9515, 9525, 9530, 9535, 9540, 9905

BLS Category WPU142 (Aircraft and aircraft equipment) mapped to the following FSCs: 1560, 1670, 1680, 2030, 2810, 2835, 2840, 2915, 2925, 2935, 2945, 2950

BLS Category WPU1081-05 (Aircraft fasteners, except plastics including aerospace) mapped to the following FSCs: 5305, 5306, 5307, 5310, 5315, 5320, 5325, 5360.

The Schedule of Items (SOI) includes the annual estimated quantities for each item and the current sourcing status. The description of the data in the SOI is as follows for National Stock Number (NSN), Total Quantity, Unit of Issue, Combined Site Quantity, Worldwide Demand Quantity, and Sourcing Status.

- NSN, as found in Haystack. A local stock number may be listed as well
- Total Quantity is the total estimated annual quantity for the item
- Unit of Issue is the unit of measure for pricing (i.e., each, HD, etc.)
- Combined Site Quantity is the total combined estimated annual quantity for each of the sites
- Worldwide Demand Quantity is the annual estimated quantity to support the balance of Defense Logistics Agency (DLA) customers. If there is no demand other than site demand for an item, the worldwide demand quantity will be reflected as "0".
- Sourcing Status:
  - "B" items are items the Integrated Product Support Vendor (IPV) Contractor is required to obtain from DLA\*. They are not eligible for Contractor sourcing and are subject to backup support.
  - "D" items are items the IPV Contractor is required to obtain from DLA\* but are Contractor sourcing candidates and subject to backup support.
  - "F" items are items the IPV Contractor is required to obtain from DLA\* but are Contractor sourcing candidates provided the Contractor demonstrates a 10%-unit price savings over Standard Unit Price (SUP) and are subject to backup support.
  - "M" items are items the IPV Contractor is required to obtain from DLA\*, are not subject to backup support, and cannot be converted to Contractor-sourced.

- "M-FAA" items are items the IPV Contractor is required to obtain from DLA to support the KC46, are not subject to backup support, and cannot be converted to Contractor-sourced.
- "V" items are items which the IPV Contractor will provide from their commercial suppliers a.k.a. Market Basket (after pricing acceptance by the Contracting Officer).

\*DLA inventory or DLA contractual arrangements – all via Military Standard Requisitioning and Issue Procedures (MILSTRP).

**Supply Chain Support:** Fixed Pricing will be established for the level of performance to support demands over a ten-year period which includes a five-year base period (to include the transition period ), one three-year ordering option period, and a second two-year ordering option period. The initial performance period will be nine months, following the six-month Transition Period, with each subsequent period being one year in duration. All payments will be made through a Level of Support Contract Line-Item Number (CLIN) on the delivery order (DO). The Level of Support CLIN will be estimated annually to coincide with the performance period. During transition, the first three months will include only the transition payments until site activations begin at which time the management payment and material payment will be included per site as each individual site is activated. Below are the sub-CLINs that make up the Level of Support CLIN:

- a. **Transition sub-CLIN:** A fixed dollar amount will be established for the time period leading up to Day 1 of each site's activation to cover transition and implementation costs. The payment will be made in accordance with established milestones as defined by the Transition Plan provided by the Contractor and reviewed/approved by the Contracting Officer.
- b. **Material sub-CLIN:** The material payment will be made up of the current combination of DLA-sourced and Commercial-sourced items in place at the beginning of the performance period. This payment will be calculated annually to coincide with the performance periods; subject to adjustment based on the estimated yearly usage and any NSN additions or deletions to the contract; applicable throughout the entire contract term; and paid monthly through the Level of Support CLIN.

The Contractor will price the Commercial Material Market Basket in its initial proposal and will price groups of items as provided by the Government to convert DLA-sourced items to Commercial-sourced. Additional pricing groups to convert DLA-sourced items to Commercial-sourced are anticipated to be provided every 90 days by the Government, but may be provided more or less frequently, and may result in an adjustment to the overall estimated monthly payment. Material includes a Core List as well as a Schedule of additional items.

1. **Core List of Items** (Also referred to as a Market Basket): Consists of spare parts and industrial hardware that are priced at the time of contract award. The core list of priced items will be included in the solicitation as Attachment 1, Market Basket Pricing Template. Offerors should price all items in the market basket. Proposals leaving any items unpriced may be deemed unacceptable. If there are any problematic NSNs that cannot be priced after a reasonable attempt by the offerors, those items may be removed from the market basket at any time prior to contract award by the Contracting Officer. The final market basket pricing at total cost (all items' unit prices multiplied by the estimated quantities) will be part of the Government's source selection decision. These items will be adjusted annually based on the applicable EPA indices. For the contract awardee, only items that are found to be fair and reasonable in price by the Contracting Officer will be selected for commercial sourcing at the time of the award.  
**Note:** Any items that become Critical Safety Items (CSI) or are determined to require testing may be removed as a Contractor-sourcing candidate and revert to DLA-sourced.

2. **Supplemental SOI:** Consists of spare parts and industrial hardware for which specific customer site support is required under the contract but are items that were not priced for vendor commercial support at the time of contract award. The Contractor may not provide such items from commercial sources until such time as an agreement as to price has been reached or the item is unavailable through DLA and is being provided by the Contractor through its commercial supply chain as DLA Backup. Prior to price agreement for any new commercial items and on occasion for existing Commercial-sourced items that are unavailable through the Contractor's supply chain and DLA has stock available, the Contractor shall use its assigned Department of Defense Activity Address Code (DODAAC) to obtain the items from DLA using Signal Code A with a Priority Designator of 03, 06, or 13. The prices for items obtained from DLA will be adjusted annually at the time of DLA SUP adjustment. The Contractor will note prices paid for all DLA items on the daily receiving report provided to the Contracting Officer's Representative (COR) for inspection and in electronic format. The prices noted on these reports shall be the SUP of the item at the time the Contractor purchased the item from DLA. The Government shall pull the Contractor's DODAAC requisition history to verify this information at time of reconciliation. The material supplied to support DLA backup will also be included under the Material sub-CLIN Supplemental Schedule of items. This material will be reconciled during the Level of Support CLIN reconciliation periods throughout annual performance.

- c. **Management sub-CLIN:** For each of the three designated customer groups (Robins Air Force Base (AFB), Hill AFB, Tinker AFB), the Offeror shall propose an annual fixed Material Management payment to cover all costs required to support each of those groups. This payment is a fixed annual dollar amount quoted to cover costs associated with the Contractor purchasing both Commercially-Sourced and DLA-sourced material, as well as fixed costs incurred in the overall management of the supply chain. The Material Management payment will be applicable to the, +/- 10% of the number of bins or the number of kit lines, on a per-site basis. The Contractor will provide a Material Management value for each of the performance periods at the time of initial proposal. The Contractor is required to fill out the supplemental pricing worksheet at Attachment 13. The following elements of the Management sub-CLIN will be broken out and subject to adjustment as noted:

1. Bin Management: Subject to adjustment as items are added or removed from the SOI.
2. Kitting Support
3. DLA Backup
4. GSU Support

**Level of Support CLIN Payment:** For the base and option periods, DLA will issue an annual DO for the purpose of providing funding for the applicable period of performance. The Contractor will invoice monthly against the DO in equal 12-month increments. The amount will reflect the sum of the Material, Management and Transition sub-CLINs. The Material sub-CLIN will be calculated based on the unit prices offered adjusted by the applicable EPA index for Commercially-Sourced items as well as DLA SUPs for DLA-Sourced items multiplied by the estimated annual demand for the item. Performance based payments and the funding associated with the annual billing schedule will be delineated on the respective DO and/or modification. **NOTE:** *For the initial three months of the base performance period, monthly invoices will reflect Transition costs but estimated Material costs and fixed price management fees will only be added as sites are activated. This will result in unequal incremental payments during the Transition Period. See Attachment 14 for sample calculation.*

DO funded amounts will not reflect adjustments based on the Demand Variation Reconciliation provisions for the Material sub-CLIN. Additionally, annual payments will not reflect cost adjustments based on performance disincentives. Changes to the funded values may be necessitated by demand adjustments, disincentive calculations, etc. Any change to the funded values shall be implemented via modification.

The Material sub-CLIN shall be reconciled as often as necessary at the discretion of the Contracting Officer based on actual item usage. The reconciliation is anticipated to occur at three-month intervals during each

annual performance period after completion of the Transition Period but shall occur no less often than annually within 60 days of the conclusion of an annual period. The initial annual performance period will be inclusive of the six-month Transition Period. The calculations and requirements to process the reconciliation are prescribed below:

Within 60 days after the end of the annual performance period, actual usage for Material sub-CLIN parts during the performance period will be reconciled to the annual contract baseline value. The annual adjustment will be calculated as follows:

ADO = Actual Demand Output is the value for material (Quantity by part x Unit part price), where Quantity is the number of units shipped by the Contractor and Unit part price is the unit price including any applicable EPA factor. Any appropriate disincentive based on performance metrics shall also be applied.

ACB = Annual Contract Baseline is the amount established at the start of the performance period as the value for material (estimated annual demand quantity by part x Unit part price), where Quantity is the estimated usage of units and Unit part price is the unit price including any applicable EPA factor.

ACA = Annual Contract Adjustment is  $ADO - ACB$ .

When the ACA for parts is a positive amount for the performance period, an adjustment shall be paid to the Contractor within 120 days after the end of the negotiation for reconciliation. When the ACA for parts is a negative amount for the performance period, an adjustment shall be subtracted from contract payment within 120 days after the end of the negotiation for reconciliation. Following the final year of performance, any ACA amount due to DLA shall be paid in a lump sum to DLA by the Contractor.

Except for the initial six months of performance (the Transition Period), the Contractor will submit equal monthly invoices based on the ACB for the annual performance period. At the end of each annual performance period, the demand variation reconciliation processes will be utilized to update the total cost for the next annual performance period. Metric performance and associated disincentives shall be calculated within 30 days of completion of this cost update. The resulting disincentives percentage will be applied to the updated cost and paid or offset in the contract payments.

Demand reconciliation calculations will be completed within 60 days from the end of the annual performance period and amounts due to the Contractor shall be paid within 120 days following reconciliation. Demand reconciliation amounts due to DLA shall be applied and subtracted accordingly from the contract payment in the period following the reconciliation. Following the final year of performance, any demand reconciliation amount due to DLA shall be paid in a lump sum to DLA by the Contractor.

If the Contractor fails to submit requested reconciliation data within the requested time, the Contracting Officer may suspend payments under the contract until the data has been furnished. If it is later determined that the Government overpaid the Contractor, the Contractor shall repay the excess to the Government immediately. Unless repaid within the period specified by the Contracting Officer after the end of the data submittal period, the amount of the excess shall bear interest, computed from the date the data was due to the date of repayment, at the rate established in accordance with Federal Acquisition Regulations (FAR) 52.232-17, Interest.

**Worldwide Demand Orders:** Worldwide Demand Orders will be processed, and payment will occur outside the Level of Support CLIN. DOs will be sent electronically in accordance with FAR 52.216-19, Order Limitations. Delivery times will be negotiated by line-item at the time of the contract award as well as at the activation of any items that become eligible for Worldwide Demand Orders. Inspection/Acceptance requirements will be noted on each DO. The Inspection/Acceptance of items will be designated as either destination or source.

Destination: Delivery shall be to a DLA Defense Distribution Center (DDC) location within the contiguous United States and the District of Columbia, excluding Alaska and Hawaii. All deliveries will be packaged, marked, and bar coded in accordance with the specifications of the solicitation. Packaging requirements will be identified on each individual DO. The applicable Warranty provisions are provided at FAR 52.212-4 Contract Terms and Conditions – Commercial Items.

**H-901 TRANSITION METRIC**

During the initial six-month Transition Period, to ensure a smooth changeover from the current contract to the new contract, a transition incentive/disincentive will apply and will be paid under the Level of Support CLIN. The Transition Period will be measured over the first six months of the Gen IV contract based on the effective completion of the transition, as determined by the DLA COR and Contracting Officer, as established in the criteria below and in addition to the attainment of the Gen IV metrics measured every 30 days after site activation within the Transition Period. The metrics measurements will be an aggregate of the transition performance and will determine metrics performance during the Transition Period.

**Measurement of Transition including Site Activation/Inventory/Reports/Meetings:** The following activities will be tracked monthly by the Contractor, DLA COR, and DLA Contracting Officer along with First Pass Acceptance (FPA) and Mechanic Wait Time (MWT) to ensure a successful transition and determine application of the disincentive.

The phasing of activation of various sites/shops shall occur at one site every month starting 01 Jan 2027 with WR-ALC, then followed by OO-ALC in February 2027 and OC-ALC in March 2027. A brown-out period, where items cannot be added to the contract and Bench Stock Locations (BSL's) cannot be re-configured, shall occur 15 calendar days before a site's transition start date and conclude on Day One of the start of the site's transition rollout in which the material included in the SOI and the locations of the bins at the Air Logistics Center (ALC) shall not change. Total accountability for the operational and material requirements for the program shall not exceed 180 days from the contract effective date. The Contractor shall utilize the data provided throughout the Transition Period as well as data collected during the transition of each site to provide a Gap Analysis to DLA and the Air Force (AF) of potential shortfalls in the supply chain that could impact production. The Contractor shall ensure that the current Gen IV metrics are met upon activation of each site. Metrics will be tracked for each activated site, with the first metrics reporting occurring 30 days after initial site activation.

In addition, the Contractor shall assume oversight of existing BSLs and bins and all remaining inventory on the shop floors. The Contractor is responsible for full material support regardless of material quantity in the bin at the time of site activation.

By the date of each site activation after contract award, the Contractor will have completed the following actions:

- Provide staffing levels to support the site transition.
- Describe the movement of the Gen III Contractor from the site and the Gen IV Contractor on to the site, including time of movement, anticipated impacts, etc.
- Conduct a Gap Analysis and identify any long lead-time items that could potentially become unsupportable during the transition/site activation and coordinate actions including spot buys to ensure material is available. Provide the analysis as well as a monthly supply chain management report encompassing the material in the pipeline, lead-times, estimated outages, etc.
- Accomplish movement and accounting of inventory including reporting to the Government of all AF-owned material managed and stored by the Gen III Contractor that is included on the Gen IV SOI to the successful awardee's facilities through coordination with the Gen III Contractor, AF, and DLA.
- Establish procedures for the transfer of bin management responsibility that will ensure the proper identification of parts; cleaned, organized, bar coded, and labeled designated material bin location, and marking of the bins as required by the AF.
- Appropriately mark all bins containing precious metals with an annotation as approved by each ALC.
- Establish material distribution schedules and procedures to maintain a reliable flow of material to the bins.
- Develop adequate stock of Commercially-Sourced items to fully support these items at time of site activation. Complete identification and location of all BSLs/bins under the contract through



coordination with the incumbent contractor and the AF. Design a Quality Assurance Plan (QAP) addressing ramp up time and normal performance time.

- Submit transition-specific reports twice per week on personnel, access, order placement, distribution/warehousing, etc. Conduct rehearsal of Concept drills to identify gaps in the process. Support AF and Gen III Contractor efforts to have the optimal quantity of material in the bins, the optimal bin location setup, and eliminate unnecessary bins.
- Shadow the Gen III Contractor to learn the location of BSLs and best practices. Support Transition meetings with the Gen III Contractor, AF, and DLA. Set up a sign at each BSL identifying the emergency Point of Contact (POC) and number to call to report bin outages to the Contractor.
- Provide lessons learned after each ALC rollout that can be utilized to improve the rollout of the next site and demonstrate access to Government systems that will be needed to ensure parts are procured to the latest drawing revision.

The following chart illustrates the incentive/disincentive for the Transition Metric in addition to any incentives/disincentives accrued on FPA and MWT during site activation (Note: The incentives/disincentives for FPA and MWT will be included in the aggregate calculation at the end of each performance period, while the incentive/disincentive for the Transition will be applied to the Transition sub-CLIN only):

Transition	Disincentive/Incentive
All actions completed in timeline	5.0%
Failure to complete all actions on timeline	-5.0%

In accordance with FAR 52.237-03, Continuity of Service, the Contractor shall support the Transition to a successor, either Government or Contractor, upon contract expiration. The Transition sub-CLIN only applies to the stand-up of the Gen IV contract.

## H-902 FIRST PASS ACCEPTANCE METRIC

### **Primary Metric: First Pass Acceptance**

The Contractor shall achieve a 99.5% FPA rate for bench stock (bins and kits), defined as 99.5% of items available at the time of demand from the mechanic throughout the life of the contract. A FPA failure is defined as material not available to the mechanic at the time of demand ;or there is a limited amount of material left in a bin or designated storage unit to satisfy the mechanic's current need for material; or the bins containing replenishment parts contains only parts not meeting quality assurance standards; or for kitting, a kit is not on-hand within 24 hours of a customer written request/notification to the Contractor, or is not available at the Forward Kitting Location identified on Attachment 17, or does not contain all items on the List of Materials (LOM) needed to complete the job at the time of kit demand by the mechanic, or contains non-conforming items. For an incomplete kit to count as an FPA failure, the Production Support Chief, or designee, must conditionally accept a partial kit or reject the kit. If conditionally accepted or rejected, the kit will be recorded as a FPA failure, and the Contractor will be required to provide all items needed to complete the kit to close the FPA failure. Each FPA failure including kit failures will be reported by the Government in the Contractor's electronic reporting system described in the Performance Work Statement (PWS), Section 4.1.1.

A disincentive will apply for failure to meet a 99.5% FPA. FPA metric failures will be measured by the aggregate number of Government reported material outages within a monthly reporting period. The first FPA evaluation date will be one month after site activation and subsequent FPA evaluations will be monthly thereafter.

**Measurement**

FPA is the percentage of success in fulfilling material demands, measured on a per mechanic per bin basis or per kit basis. The FPA percentage is calculated as the number of unsuccessful attempts by all mechanics to obtain a part or kit divided by the sum of the total non-automated bins supported plus the number of instances in which a mechanic requests a part from the automated bins or automated systems during the month plus the aggregate Monthly Demand Rate (MDR) for all kits minus the total number of bins recommended for deletion by the Contractor. For example, if a mechanic requests parts from an automated bin/automated system 5,000 times during the month, the Contractor supports 100,000 non-automated part bins, and the site kit MDR total is 4,500, the denominator will be 109,500. FPA will be calculated separately for each ALC monthly. For kits, an FPA failure is defined as a kit that is not available within 24 hours of a customer written request/notification to the Contractor's local depot POC, is not available at the Forward Kitting Location identified on Attachment 17, contains non-conforming parts, or is conditionally accepted or rejected by the Production Support Chief.

Performance measurements for FPA will begin at site activation and will be measured monthly for each ALC site. FPA will be applied on an annual basis to determine the disincentive per site. The disincentive will be calculated against the annual value of the annual Level of Support CLIN and deducted from the Level of Support CLIN payment. The disincentive will be deducted from the monthly payment following the completion of the calculation of the disincentive to be applied at the conclusion of each annual performance period.

FPA will be calculated as follows:  $FPA = \left[ \left( 1 - \frac{\text{Number of FPA failures reported in a given month}}{\text{sum of the total non-automated bins supported plus the number of instances in which a mechanic requests a part from the automated bins or automated systems during the month plus the total kit MDR for the site}} \right) \times 100 \right]$ . The annual FPA will be calculated as the average of the months in which there was an FPA disincentive.

The following charts illustrate the disincentives for FPA metrics that will be calculated against the Level of Support CLIN and deducted from the Level of Support CLIN payment:

Performance Periods: (Completion of Transition Period through contract completion)	
FPA	Disincentive Percentage
99.5% or greater	0%
99.0% - 99.49%	-1%
98.0% - 98.99%	-2%
97.0% - 97.99%	-3%
96.0% - 96.99%	-4%
95.0% - 95.99%	-5%
94.99% or less	Default

FPA disincentives will be reported monthly, calculated monthly, and applied to the payment of the Level of Support CLIN annually. The disincentive amount will be determined as the average of all months in which there was a disincentive percentage multiplied by the dollar value of the Level of Support CLIN after reconciliation of the CLIN value occurred for the previous performance period. The resulting disincentive amount will be deducted in a lump sum from the Level of Support CLIN monthly payment following the 12-month performance period. The first annual performance period will consist of the six-month Transition Period as well as the first nine months of full performance. FPA performance metrics tracking will start upon the activation of each site. Prior to the first formal metrics cycle, the parties shall conduct a "dry run" of the metric computing and reporting process to allow all Parties (AF, DLA, Contractor) to participate in the process and provide clarifications.

FPA percentages will be measured on a monthly and per ALC basis. Each month, if the FPA percentage is calculated to be 99.5% or higher per ALC, before any further review of the FPAs are conducted by the Contractor for possible exceptions, the Contractor will not submit requests for FPA exceptions.

Below is an EXAMPLE of how a disincentive would apply under the resulting contract:

Annual Level of Support CLIN for Warner Robbins ALC: \$40,000,000

MONTH	1	2	3	4	5	6	7	8	9	10	11	12
BFR %	99.75%	99.95%	99.65%	99.50%	99.40%	99.27%	98.85%	99.67%	99.70%	99.85%	99.90%	99.56%
Disincentive %	0%	0%	0%	0%	1%	1%	2%	0%	0%	0%	0%	0%
AVG Disincentive												
1.33%												
Disincentive \$												
\$533,333.33												

The clock starts toward the MWT when the Government notifies the Contractor's POC via the Contractor's electronic system or via an automatic feed from the automated bin/system to the Contractor's electronic system of accounting for contractual metrics. The Contractor designated POC shall be available 24 hours/day, seven days/week. The COR will verify the failure and track the timeframe to correct the failure. The Contractor will provide a monthly metric report within 24 hours of the close of the previous month. The Contracting Officer will provide the monthly metric report back to the Contractor with a calculated FPA percentage and analysis thereof within 14 days from the end of the preceding month. If, at that time, the site's calculated FPA percentage is equal to or greater than 99.5%, the Contractor will only submit challenges to the Contracting Officer for FPAs in which a MWT fee was assessed. The Contractor will have 14 days to submit those challenges in writing to the Contracting Officer. The challenge shall include rationale and supporting evidence. The Contracting Officer will make the final decision on the challenge request within 14 days after receipt. If the Contractor does not submit a timely challenge, then no adjustment will be made to the monthly metric.

If the site's calculated FPA percentage is less than 99.5%, the Contractor will have 14 days to challenge all FPAs in writing to the Contracting Officer. The challenge shall include rationale and supporting evidence. The Contracting Officer will make the final decision on the challenge request within 14 days after receipt. If the Contractor does not submit a timely challenge, then no adjustment will be made to the monthly metric.

Penalties will not be assessed against the Contractor if the FPA failure was caused by a DLA-supplied quality deficiency and if the Contractor provides a remedial plan within 48 hours of the failure. This remedial plan must be approved by the COR.

### **Exceptions**

Metrics for new items added to the SOI will not be included in the FPA calculation until one lead-time of record has passed. DLA-mandatory sourced items such as CSI, items requiring First Article Testing (FAT), or items requiring Deoxyribonucleic Acid (DNA) Marking will be included in the FPA calculation.

Kits that are provided/accepted as incomplete due to missing or new items within the first lead-time are not included in the FPA metric calculation.

If challenges are authorized as stated above, the Contractor may challenge an instance of FPA failure resulting from unavailability of DLA-mandatory sourced items. The Contractor shall provide evidence to the Contracting Officer that appropriate planning and supply chain management actions were taken to meet the 99.5% FPA requirement, including but not limited to, submission of Demand Data Exchanges (DDEs). The Contracting Officer will investigate and render a decision. The Contractor must notify the Contracting Officer of any disputed FPA failures due to unavailability of DLA-mandatory sourced items within the 14 day time frame in which the Contractor is allotted to challenge. Failure to notify the Contracting Officer within that time will result in the FPA failure being deemed to be accurate and correct.

A list of other applicable FPA exceptions can be found in Section 5.1.2 of the PWS.

**H-903 MECHANIC WAIT TIME METRIC****Secondary Metric: Mechanic Wait Time**

The number of hours it takes the Contractor to remedy a FPA failure is called Mechanic Wait Time (MWT). MWT is calculated as the time it takes the Contractor to fill a bin/kit once it has a FPA failure, measured as the difference between the time the first FPA failure for a bin/kit is reported to the Contractor and when all FPA failures for the bin/kit have been remedied by the Contractor as verified by the COR. The Contractor shall remedy every instance of FPA failure within 24 hours of notification throughout the entire contract period.

A tiered disincentive will be applied per bin/kit on which an FPA failure occurs that exceeds the 24-hour metric. An additional disincentive will apply for every 30 days in which a MWT bin/kit instance remains open. The MWT evaluation will begin upon site activation and subsequent MWT evaluations will be monthly thereafter.

The following chart illustrates the disincentives for the 24-hour MWT metrics:

MWT-24 Hour Performance Periods	
MWT	Disincentive
>24-48 hours	\$280 per instance
>48-72 hours	\$420 per instance
Greater than 72 hours	\$560 per instance

The MWT disincentive will be tracked monthly and calculated on an annual basis. A tiered disincentive will be calculated monthly and applied on all MWT instances that exceed 24 hours. An additional disincentive will apply at the max MWT per instance dollar value (\$560) for every 30 days, in which an MWT bin/kit instance remains open. For example, if a MWT instance remains open 95 days, the disincentive will be  $\$560 + \$560 + \$560 + \$560 = \$2,240$ . MWT will be measured per bin / kit. The MWT disincentive will be calculated annually as the value of all MWT failures exceeding the 24-hour MWT metric multiplied by the appropriate tiered disincentive plus the additional disincentive applied to MWT instances open for greater than 30 days. The disincentive amount will be deducted from the Level of Support CLIN following the 12-month performance period. MWT disincentives will commence with the activation of each site. The first annual performance period will consist of the six-month transition period as well as the first nine months of full performance.

The clock starts when the Government notifies the Contractor POC via the Contractor's electronic system or via an automatic feed from the automated bin/system to the Contractor's electronic system of accounting for contractual metrics. The Contractor-designated POC shall be available 24 hours/day, 7 days/week. The COR will verify the failure and track the timeframe to correct the failure. The Contractor will provide a monthly metric report within 24 hours of the previous month's close. The Contracting Officer will provide that monthly metric report back to the Contractor with a calculated FPA percentage and analysis thereof within 14 days from the end of the preceding month. If, at that time, the site's calculated FPA percentage is equal to or greater than 99.5%, the Contractor will not submit any challenges to the Contracting Officer. If the site's calculated FPA percentage is less than 99.5%, the Contractor will have 14 days to challenge the calculations in writing to the Contracting Officer. The challenge shall include rationale and supporting evidence. The Contracting Officer will make the final decision on the challenge request within 14 days after receipt of the challenge. If the Contractor does not submit a timely challenge, then no adjustment will be made to the monthly metric.

**Exceptions**

Items excluded from the FPA metric are excluded from the MWT disincentive.

NSNs added after contract award will be subject to the limitations established in H-902 before FPA and MWT metrics apply.

**H-904 BIN FILL MEASUREMENT**

The Contractor will be provided a maximum bin fill level for each item in each bin location. If the COR discovers overfilling of the bin, which is defined as a bin filled above the specified max bin level, the material that constitutes the overfilling will be documented and presented to the Contractor as an overfilling. The material may remain in the ownership of the AF or be returned to the Contractor. Additionally, a credit may be processed against the monthly payment of the Contractor at time of reconciliation for the value of all material returned as overfilled throughout the annual performance period at the discretion of the Contracting Officer.

**H-905 BIN MANAGEMENT**

The Government will notify the Contractor at the time an item is intended to be added to or deleted from the contract. If the item being added is Commercially-Sourced, the Contractor will be requested to provide pricing for the item. The material cost will be evaluated for reasonableness and negotiated, if necessary. The negotiated price will be in effect for the remaining life of the contract and will be included in all future EPA adjustments.

Each time the Government adds bins beyond the initial +/- 10% of bins per site, the Contractor may provide pricing for an adjustment to the Bin Management portion of the Management sub-CLIN. The Contractor shall provide any information requested by the Contracting Officer to justify the requested adjustment. The adjusted Bin Management portion of the Management sub-CLIN will be applicable to the adjusted number of bins +/- 10%. If the number of bins is reduced by 10% or more per site, the Government will request a pricing adjustment to the Bin Management portion of the Management sub-CLIN.

The Contractor will provide a monthly listing to the AF for all automated bins that have had greater than the bin max issued within 21 days. The Contractor and the AF will collaborate on the listing to determine if adjustments to the bin max are necessary. The AF will take into consideration past bin demand, past outages, past FPAs, and future projected demands when deciding.

In addition, Bin Management sub-CLIN includes task order labor as described in the PWS, Section 2.6. Task Order Labor is a contractual provision that is used for temporary increased level of efforts in the IPV program at the three ALCs. Temporary is defined as an increased level of effort not to last longer than 12 months in duration. Task Order Labor shall not be requested or issued on a consecutive or recurring basis for the same level of effort to circumvent the temporary nature of Task Order Labor. Task Order Labor shall be within the scope of the contract, issued for a defined period of performance, and be within the maximum dollar value of the contract.

The request for Task Order Labor shall be initiated by the AF to the DLA COR to be provided to the Contracting Officer. All requests for Task Order Labor shall provide a detailed description of the work to be performed, location of the work to be performed, and the period of performance of the work to be performed. Pursuant to FAR 52.216-31, Time-and-Materials/Labor-Hour Proposal Requirements—Commercial Acquisition, the Contracting Officer shall request a formal proposal from the Contractor and execute a written DO for every instance of Task Order Labor. Upon receipt of a request for proposal (RFP) for Task Order Labor, the Contractor shall submit a formal proposal to the Contracting Officer detailing the proposed time and material rate(s), job code(s), job description(s), rate validity dates, estimated hours per week, estimated weeks, the number of Contractor personnel required for the period of performance, overtime hours (if necessary), and the proposal value. The proposed time and material rates shall be negotiated, and pending settlement, a formal DO will be issued to the Contractor for the estimated value. The Contractor will notify the Contracting Officer when costs incurred will exceed 85% of the estimated cost specified in the DO in accordance with FAR 52.212-4(i) - Payments. Upon completion of the work, actual hours incurred, and material costs expended will be invoiced by the Contractor in accordance with FAR 52.212-4(i) - Payments.

The Contractor shall ensure that Task Order Labor employees enter their hours worked daily and submit their timecards by close of business every Friday. The timecards must be accessible in hard copy and/or electronic format to the Government and must contain at a minimum the date worked, title/shift, description of

work, hours, rate per hour, total cost (regular/overtime), job number, weapon system, location, task order number, employee name, and AF or Contractor supervisor overseeing the work. A copy of the completed timecard (Task Order Labor Summary Report) shall be provided to the COR and Contracting Officer monthly during the Task Order Labor period of performance in accordance with Section 10 of the PWS. All Task Order Labor cost data will be reported down to the Resource Control Center (RCC) level.

#### **H-906 KITTING**

Kitting is to be priced for kit assembly labor. The Offeror will provide a price for the initial level of kitting support, +/- 10% of kit lines, per site. The Government may request an adjustment to the Kitting Support portion of the Management sub-CLIN in accordance with FAR 52.243-1 ALT II and/or DFARS 252.243-7002 as a change in level of effort. If the number of kit lines decrease 10%, the Government expects a reduction in the Kitting Support portion of the contract. Similarly, if the level of effort increases above 10% of kit lines, the specified level above the Contractor expects an increase in the kit management portion of the contract.

#### **H-907 DLA BACKUP/SPOT BUY PROCESS**

For DLA-sourced consumables, the Contractor shall have several major and related responsibilities. Primarily, the Contractor will have a responsibility to monitor DLA's consumables pipeline and ALC demand rates to fill in identified gaps in the supply chain at each of the ALCs by utilizing its commercial supply chain. The Contractor will utilize its forecasting expertise along with forecasting data provided by DLA to fill these gaps and provide overall support at the three ALCs.

The Contractor may recommend that DLA increase or decrease recommended allowances or existing buy quantities, generate new purchase requests (PRs), or expedite deliveries of current contracts. Initially, the Contractor shall submit these recommended adjustments via Microsoft Excel spreadsheet to DLA's Administering Contracting Officer (ACO) monthly. The reporting requirement shall focus only on items with recommended pipeline changes and the analysis generating and justifying the recommendations. DLA has no obligation to take any action because of the recommended adjustments submitted by the Contractor.

The Contractor shall utilize engineering management intelligence to inform DLA's demand forecast for the DLA-sourced consumables intended for the ALCs, monitor DLA's acquisition pipeline to identify and satisfy any gaps that could impact requirements, and maintain responsibility to mitigate gaps in DLA supply in the event that DLA's inventory is insufficient to fulfill demand for DLA-sourced parts by utilizing its commercial supply chain to obtain and provide parts. The Contractor is only responsible for supporting DLA-sourced consumables intended for demands from the three ALCs and supported Geographically Separated Units (GSUs)' IPV activities. DLA shall provide the Contractor with access to DLA Systems or flat files in support of this function.

The Contractor shall implement an obsolescence and Diminishing Manufacturing Sources and Material Shortages (DMSMS) monitoring program with the intent to identify and notify DLA of current and future obsolescence issues for DLA-sourced consumables. The Contractor shall provide the Government with obsolescence status briefs for both Contractor and DLA-sourced consumables during the regular Performance Review Boards (PRBs).

Leveraging the Contractor's end-to-end supply chain and engineering insight, the Contractor shall take proactive actions and responsibility to ensure supply is available to fulfill DLA-sourced parts requirements if DLA's existing inventory and pipeline are insufficient or inadequate to fulfill demand within established service levels. Representative Contractor actions may include additional parts engineering and reclamation, accelerated rework, alternative sourcing practices, and preemptive inventory shipping and positioning. Additionally, the Contractor may proactively purchase and/or stock inventory to rectify potential gaps in DLA-sourced supply. However, the material will not be sold to the Government until placed in the bin, or placed in a staged kit, and the Contractor must follow the prescribed sourcing order of priority.

DLA Backup performance will be measured via the FPA and MWT metrics for support at the three ALCs and will be included in the overall metric calculation for performance and incentive/disincentive calculations. DLA

Backup will be applicable to all items in the SOI with a Sourcing Status Code "B", "D", or "F" in Attachment 2 (DLA-Sourced Items).

The material value for backup/spot buys will be included in the Material sub-CLIN estimate as part of the estimated annual demands listed. The backup/spot buy material usage will be reconciled during the annual performance period reconciliations and adjustments will be made as necessary to consider any additional spend attributable to backup. The Contractor must provide items that meet the technical requirements and all applicable drawings. The item must be from an approved source, if applicable. Any offers of surplus, material produced as an "acceptable alternative," from a source that is not designated as approved by the Government, or an offer that is not in line in any way with the technical requirements of the item, must be sent to the Contracting Officer or Contracting Officer designee for review and approval before placement of a spot buy. Approval of spot buys reviewed prior to placement by the Contracting Officer or Contracting Officer designee will be via written communication. The Contractor will maintain technical records throughout the life of the contract and for three years following contract expiration.

The Contracting Officer will utilize the following methodologies to make a fair and reasonable determination of spot buys conducted for backup support. The methodologies below are categorized based on the dollar value of the total spot buy order (unit price\*total quantity of order). In accordance with DLAD Procurement Note C08, Tailored Logistics Support Purchasing Reviews, the Contractor will maintain all documentation referenced below to allow the Contracting Officer to make a price reasonableness determination post transaction. If the Contracting Officer does not feel that adequate documentation exists to support the spot buy offered price as fair and reasonable, the Contracting Officer may unilaterally reduce the price to match the DLA SUP in accordance with DLAD 52.217-9017(d). The Contractor shall maintain price records to substantiate a fair and reasonable determination through the life of the contract and for three years following contract expiration.

In addition, if the DLA Contracting Officer is not provided with adequate supply chain documentation of the need for the spot buy, the Contracting Officer reserves the right to return the material for a full refund. A spot buy shall not be conducted without prior written approval of the Contracting Officer if DLA has Stock-on-Hand (SOH) greater than or equal to the full historical production lead-time (PLT) based on projected usage calculated as SOH minus Protected Stock (both values contained in Attachment 10) divided by the Estimated Annual Demand for the item for the applicable annual performance period.

- CATEGORY I: For spot buys with an extended value of less than or equal to \$5,000, a representative statistical sampling of lines sufficient to provide a 90% confidence level shall be reviewed on a post-award basis no later than 60 calendar days after award. The Government reserves the right to review all spot buys that exceed the SUP. The Contractor shall maintain a record, available to the Government by request, of competitive quotes received to substantiate the price as well as any other relevant cost details including, but not limited to, commercial invoices, cost breakdowns, etc. as deemed appropriate by the Contracting Officer.
- CATEGORY II: For spot buys with an extended value from \$5,000 to \$10,000, a representative statistical sampling of lines sufficient to provide a 95% confidence level shall be reviewed on a post-award basis no later than 60 calendar days after award. The Government reserves the right to review all spot buys that exceed the SUP. The Contractor shall maintain a record, available to the Government by request, of competitive quotes received to substantiate the price as well as any other relevant cost details including, but not limited to, commercial invoices, cost breakdowns, etc. as deemed appropriate by the Contracting Officer.
- CATEGORY III: For spot buys with an extended value greater from \$10,000 to \$250,000, a representative statistical sampling of lines sufficient to provide a 99% confidence level shall be reviewed on a post-award basis no later than 60 calendar days after award. The Government reserves the right to review all spot buys that exceed the SUP. The Contractor shall maintain a record, available to the Government by request, of competitive quotes received to substantiate the price as well as any other relevant cost details, including but not limited to, commercial invoices, cost breakdowns, etc. as deemed appropriate by the Contracting Officer.

- CATEGORY IV: For spot buys with an extended value greater than \$250,000, 100% of the lines shall be reviewed prior to any order being processed. The Contractor shall maintain a record, available to the Government by request, of competitive quotes received to substantiate the price as well as any other relevant cost details, including but not limited to, commercial invoices, cost breakdowns, etc. as deemed appropriate by the Contracting Officer.

NOTE: The above thresholds are guidelines and are subject to change based on the needs of DLA to ensure fair and reasonable prices. Adjustment to the review levels will be done via modification within the scope of the FAR 52.243-01, Changes, contained herein.

Working with the Contractor, DLA has and will continue to supply supportability information using the Depot Analysis Recap Reset Tool (DARRT). The DARRT analysis places items into one of seven categories as shown below:

Black – No SOH & Shortage in 60 Days  
Red – Shortage within 60 days  
Orange – Shortage within 120 days  
Yellow – Shortage within 180 days  
Blue – Shortage within 240 days  
Gray – Shortage within 300 days  
Green – No shortage

DLA backup material purchased by the Contractor in good faith based on DARRT, and other forward looking forecasting tools' estimations of gaps at the time of purchase shall be authorized for issue prior to ordering additional material from DLA, even if DLA gaps are later closed.

#### **C08 Tailored Logistics Support Purchasing Reviews (FEB 2017)**

(1) From the commencement of performance of this contract until 3 years after the final contract payment, the contractor must allow the contracting officer, ACO, Defense Contract Management Agency (DCMA), Defense Contract Audit Agency (DCAA), and any other duly authorized representative of the contracting officer access to all records and information pertaining to those items or services for which the Government is relying on the contractor's purchasing system to determine that competition was obtained or to justify that prices are fair and reasonable. The contractor must maintain records subject to this clause for not less than 3 years after the contract final payment.

(2) The contracting officer may conduct reviews of purchased items or services provided under this contract regardless of dollar value that meet the criteria in paragraph (1) to ascertain whether the contractor has obtained the best value. The contractor must obtain competition to the maximum extent practicable for all purchases. Prior to purchasing any supplies or services, the contractor must solicit a competitive quotation from at least two independently competing firms. For other than sole source items, the request for quotations must, to the maximum extent practical, solicit offers from different manufacturers or producers. If the contractor is unable to obtain quotes for competing items from two 7 Defense Logistics Acquisition Directive (DLAD) Procurement Notes Effective January 14, 2025 or more independently-competing firms, the contractor must retain documentation supporting its rationale for selection of the suppliers solicited and selected and its determination that the price was fair and reasonable. The contractor is responsible for maintaining this documentation for all sole source/non-competitive actions. The following price reasonableness and documentation requirements are applicable to all purchases, regardless of dollar value:

(i) A price is reasonable if it does not exceed a price incurred by a prudent person in the conduct of competitive business. The contracting officer will examine the prices with particular care in connection with buys that may not be subject to effective competition restraints. The contractor's price will not be presumed to be reasonable. If an initial review of the facts results in a challenge of a specific price by the contracting officer or the contracting officer's representative, the burden of proof must be upon the contractor to establish that the price is reasonable under the standards in FAR Subpart 15.4 and FAR 31.201-3.

(ii) The contractor must keep the documentation to a minimum, but must retain data supporting the purchases either by paper or electronically. At a minimum, price quotations and invoices must be retained. Should the contractor receive an oral price quotation, the contractor must document who the supplier or subcontractor is by



complete name, address, telephone number, price, terms and other conditions quoted by each vendor. Price quotes for supplies must be broken down by individual items, shipping costs, and any other included expenses. Price quotes for incidental services which are not pre-priced in the contract must include labor hours and costs or prices, as applicable, including the total price of the job, individual pricing for the portions of the work if applicable, materials, and all other elements of cost, overhead, and profit. This price breakdown documentation must be made for each subcontractor performing work on this contract.

(3) When applicable, if the contractor is purchasing from subcontractors or other sources and receives a discount or rebates, the contractor must immediately pass these savings to the Government in the contract price and invoice for payment. The contractor is required to use diligence in the selection of the most economical method of delivery of the product or services by selecting a best value method of delivery based on the urgency and nature of the work or product required. When labor hours are involved in the work to be accomplished and the contractor has not already pre-priced the effort to use its own labor force, the contractor must provide the labor at rates required by the contract (for example, Service Contract Act or Davis-Bacon Act rates) or at rates based on competition if mandatory rates are not required by the contract. (4) If the contracting officer determines that the purchased product or service is unreasonably priced, the contractor must refund to the Government the amount the contracting officer determines is in excess of a reasonable price. The contracting officer must notify the contractor in writing in accordance with FAR 32.604 Demand for Payment, giving the basis for the determination and the amount to be refunded. The contractor must make the refund payment in accordance with directions from the contracting officer, and must provide proof of the refund payment to the contracting officer. The contracting officer may collect the amount due using all available means in accordance with FAR Subpart 32.6. FAR 52.232-17, Interest, is applicable to payments not made within 30 days of the demand for payment. Any disputes arising under this provision must be handled in accordance with the "Disputes" clause of this contract. \*\*\*\*\*

#### **H-908 SMALL BUSINESS PARTICIPATION & SUBCONTRACTING PLAN**

The Contractor's Small Business Participation and Subcontracting Plan will be incorporated into the subject contract and will apply to Commercially-Sourced material only. At a minimum, the Contractor shall maintain support of small businesses by seeking to achieve the small business subcontracting goals approved by the Contracting Officer at the time of award. The Contractor is additionally challenged to increase small business participation and subcontracting with improved goals throughout the contract term.

As a part of the Contractor's efforts to increase small business participation and subcontracting under the contract, the Contractor is encouraged to conduct and expand small business outreach efforts. The objective of these outreach efforts is for the Contractor to qualify additional small businesses for the Contractor to utilize for subcontracting under the contract. Examples of outreach efforts may include Industry Days, Small Business Mentoring Programs, the use of Subcontracting Network (SubNet), and the Dynamic Small Business Search database in the System for Award Management (SAM) to identify potential small business sources for qualification and future subcontracting.

The Contractor shall issue a status report of achievement of goals no later than 60 days after the end of the performance period as well as identifying results of small business outreach efforts.

#### **H-909 INSPECTION OF ITEMS REQUIRING SOURCE INSPECTION**

There are several contract clauses, as well as statements in the PWS, providing that the Contractor must furnish an item in strict accordance with the technical requirements specified in the Contract Technical Data File (CTDF) for each specific NSN in the Procurement Item Description (PID).

When the PID or Quality Matrix indicates a source inspection Place of Inspection Code (PIC) "C" and the item will be delivered to a bin at one of the ALCs, the Contractor shall have available a copy of the Certificate of Conformance (CoC) if requested by the COR/Technical Assistant (TA) on-site at time of material delivery in accordance with FAR 52.246-15, Certificate of Conformance, and maintain the CoC and all relevant technical certifications for the material to be available upon Government request.

For Worldwide Demand Orders, the cognizant Defense Contract Management Agency (DCMA) office will be included on each order, and the Contractor will be required to provide all data required by DCMA to support the order.

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**SECTION L****INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS****Federal Acquisition Regulations (FAR) 52.212-1 INSTRUCTIONS TO OFFERORS – COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (SEPT 2023) (TAILORED)**

**L.1 Instruction to Offerors: Prospective Offerors are forewarned that a proposal with the lowest price that also meets solicitation requirements may not be selected if award to a higher priced proposal is determined to be the best value to the Government.**

**L.1.1 Preparation and Submittal:** The following instructions cover the preparation and submittal of the Offeror's proposal for this solicitation. To ensure timely and equitable evaluation of proposals, Offerors must follow the instructions contained herein. Offerors are cautioned that any noncompliance with the terms and conditions of the RFP may cause their proposal to be determined to be unacceptable and therefore not eligible for award. If a joint venture arrangement exists for this acquisition, the Offeror shall provide a copy of the joint venture agreement that is signed and dated by all joint venture members as part of the proposal submission. Proposals shall be submitted to the Government in five (5) separate volumes as set forth below:

Volume	Page Limits	Number of Written Copies	Description
1	N/A	2*	Completed RFP
2	30	4*	Written Technical Proposal
3	50	4*	Written Management Proposal
4	N/A	4*	Past Performance
5	N/A	2*	Price Proposal

*\*Volumes 1-5 shall be submitted in written form in the number of copies that is expressed in the table above. In addition to the those written copies, a CD-R or DVD-R (write once/read only) (1 copy) that is "closed" so that no further writes can be made to the media shall be provided. CD-RW or DVDR/W media types are not acceptable. Media must be virus scanned by the Offeror prior to submitting to the Government.*

In addition to the page limitations set forth above, proposals should comply with the following format:

(1) The sealed package used to submit the proposal package must show the time and date specified for receipt. Each volume shall be marked with the RFP number and the Offeror's name and address, and the number of the Volume. (i.e. 1, 2, 3, etc.) Proposals shall be in the English language and all monies shall be proposed in United States dollars. Print should be no smaller than a font size of 12 and should be on 8 1/2 x 11-inch paper. Charts, graphs or spreadsheets may be on fold-out pages but must fold within the page size specified and will count as one page. For graphics, figures and tables, the font may be as low as 8pt. Each volume within the proposal notebook shall be separately tabbed and identified. Margins shall be no smaller than 1 inch and each page shall be numbered consecutively. Elaborate formats, bindings, or color presentations are not desired or required.

(2) The page limitation for Volume 2 and 3, Written Technical Proposal is 30 pages, and the Written Management Proposal is 50 pages. The page limitation includes any drawings, diagrams supporting illustrations, or spreadsheets, etc. but excludes any table of contents, resumes of key personnel, Small Business Subcontracting Plan, ISO 9001 (or equivalent) certifications or list of acronyms (if utilized).

Offerors are cautioned that any pages that exceed the page limitation shall be removed and either retained in the contract file without being considered in the evaluation or sent back to the Offeror.

(3) Each page containing proprietary information should be so marked. CUI markings should be clearly stated.

(4) The following must be stamped, at the bottom, or in the footer of each page: SOURCE SELECTION INFORMATION-SEE FAR 2.101 and 3.104

(5) Proposals received are subject to the requirements specified in FAR 52.212-1, unless otherwise tailored in the Addendum to the solicitation. Proposals must be received no later than 3:00 PM, Eastern Daylight Savings Time.

**Hard copy proposals via courier to:**

DLA Aviation

Attn: Bid Custodian – Darrell Borum

6090 Strathmore Rd

Richmond, Virginia 23297

**Hard copy proposals via mail to:**

DLA Aviation

Attn: Bid Custodian – Darrell Borum

6090 Strathmore Rd Richmond, VA 23297

All proposals must be identified with the Solicitation Number, Closing Date and Time on all outside envelopes/boxes, and be received by the closing date and time: RFP Number – SPE4AX-25-R-0015 CLOSING DATE & TIME: July 21<sup>st</sup> 2025, 3pm Eastern Daylight Savings Time NOTE: Facsimile proposals will NOT be accepted. NOTE: If sending a proposal via courier or mail, the Offeror must submit tracking information to the Contracting Officer the day of shipment.

(6) Page limitations may be placed on responses to Evaluation Notices (ENs), if issued. The specified limits for EN responses will be identified in the correspondence forwarding the ENs to Offerors or on the EN form itself. ENs will be issued for clarification / communication purposes.

**L.1.2 Communications:** Exchanges of source selection information between Government and Offerors will be controlled by the Contracting Officer. Email may be used to transmit such information only if the email can be sent encrypted and must include “Source Selection Information – See FAR 2.101 and 3.104” in the subject line of the email as well as marked CUI. Otherwise, source selection information will be transmitted via direct mailing or courier. In order to facilitate the sending and receiving of encrypted emails, Offerors must use Microsoft (MS) Outlook email configured to support encryption or a different email product that is S/MIME compatible and configured to support encryption. If you intend to submit your source selection information via encrypted email, you will need to contact the Buyer/Contracting Officer indicated on the face page of the solicitation prior to that first submittal in order to exchange certificates used for encryption. To ensure the process is working correctly, send a test encrypted message first (without including any source selection information). When you are ready to send an encrypted email, ensure encryption is selected and include “Source Selection Information – See FAR 2.101 and 3.104” in the subject line of the email.

**L.1.3 Volume 1, Completed RFP:** This volume will consist of the completed and signed RFP with a cover letter delineating any exceptions taken to the RFP terms and conditions with accompanying rationale. However, Offerors are cautioned that any noncompliance with the terms and conditions of the RFP may be considered nonresponsive and categorized as unacceptable and therefore not eligible for award. Offerors shall ensure that all clauses and provisions that require “fill-in” information are appropriately completed, including the proposed prices associated with the contract line items in the Schedule of the RFP. The Offeror shall fill out the cross reference matrix (Attachment 9) indicating where in its proposal the information can be found as it relates to the RFP. The cross reference matrix will be utilized as a tool to show critical interrelationships and dependencies among the performance work statement (PWS), Section L (Instructions to Offerors), and Section M (Evaluation Basis for Award). The cross reference matrix will help an Offeror ensure it has responded to all the evaluation criteria and proposal submittal requirements identified in the solicitation. If the matrix conflicts with any other requirement, direction, or provision of this solicitation, the other reference shall take precedence over the matrix. Additionally, to the extent the matrix discloses details as to the manner by which the Government intends to evaluate the Offeror’s proposals for award, Section M references in the matrix are for informational purposes only, and the Government shall be obligated to evaluate proposals solely in conformance with Section M of the solicitation. Each Large Business Offeror shall also provide a separate Small Business Subcontracting Plan meeting the requirement of FAR 52.219-9 and DFARS 252.219-7003 (or DFARS 252.219-7004 if the Offeror has a comprehensive subcontracting plan). This plan shall be submitted separately from the Small Business Participation Proposal, which applies to both large and small businesses. The Small Business Subcontracting Plan is not a requirement for evaluation in source selection, but rather a requirement for award to a Large Business and will be incorporated into any resultant contract. Subcontracting plans shall reflect and be consistent with the commitments offered in the Small Business Participation Proposal. The Small Business Subcontracting Plan will be assessed in accordance with FAR 19.704, and must be deemed acceptable prior to award. Subcontracting Plans will not count toward the page limitations listed under L.1.1. Note: Any exchanges with the Contracting Officer regarding the Small Business Subcontracting Plan shall neither be considered discussions, nor as a re-opening of negotiations closed by a Final Proposal Revision.

## **L.2 Factors and Subfactors:**

Proposals shall be clear, concise, and include all the information required by this provision in sufficient detail for effective evaluation. The proposal should not simply rephrase or restate the Government’s requirements, but rather shall provide convincing rationale to address how the Offeror intends to meet these requirements. Offerors shall assume the Government has no prior knowledge of their capabilities, work processes, facilities, and past performance and will base its evaluation solely on the information presented in the Offeror’s technical/management proposal. The following information shall be provided and will be evaluated to assess the proposed technical/management approach and associated risk in accordance with the Evaluation Basis for Award. The technical/management proposal shall address each of the subfactors listed below, describing the Offeror’s proposed approach to performing the requirements set forth in the Performance Work Statement (PWS) and applicable Product Item Descriptions (PIDs). For each subfactor, the Offeror shall identify any risks associated with the proposed approach and actions the Offeror will take to mitigate the identified risks. If no risks/mitigations are identified in the Offeror’s proposal, it indicates the Offeror does not consider there to be any risk associated with their proposed approach.

**L.2.1 Volume 2, Factor I – Technical Capabilities:** The Technical capabilities factor includes two (2) subfactors – 1) Quality Assurance and 2) Small Business, AbilityOne, and Socioeconomic Program Participation. The Offeror shall address the elements listed below for each subfactor to provide the

Government with assurances that the Offeror's approach will satisfy the Government's performance requirements and provide seamless Air Force IPV support for all three Air Logistics Centers (ALCs) and Geographically Separated Units (GSUs).

**L.2.1.1 Volume 2, Factor I, Subfactor 1 – Quality Assurance:** The Offeror shall describe its approach and processes to meet the performance standards detailed in the PWS while ensuring the quality and conformance of items provided. The Offeror shall identify any risks within their proposals and any mitigation plans to the risks identified. The approach should also address the Offeror's plans to manage shelf-life items. The proposal must include a copy of the Offeror's certificate of current quality standard (i.e. International Organization for Standardization (ISO 9001) or equivalent). The current quality standard certificate will not be counted toward the page limit in L.1.1.

**L.2.1.2 Volume 2, Factor I, Subfactor 2 – Small Business, AbilityOne and Socioeconomic Program Participation:** The Offeror shall provide the below information as it relates to their Small Business, AbilityOne, and Socioeconomic Program. This portion of the proposal is considered the submission of a Small Business Commitment Plan Document (SBCPD) that will describe the extent of the Offeror's commitment to small business. The Offeror will achieve the required minimum of 25% small business commitment in performing the contract and the mitigation of risk to avoid not achieving the 25%. The Offeror will track small business commitment at the order level.

The required format for the SBCPD is below:

Check the applicable size and categories for the PRIME Offeror only -- Check all applicable boxes:

☐ Large Prime

or

☐ Small Business Prime; also categorized as a

☐ Small Disadvantaged Business (SDB)

☐ Woman-Owned Small Business (WOSB)

☐ Historically Underutilized Zone (HUB Zone) Small Business

☐ Veteran Owned Small Business (VOSB)

☐ Service Disabled Veteran Owned Small Business (SDVOSB)

(1) Describe the extent to which such firms are specifically identified in proposals.

- Provide a listing of proposed subcontractors with their specific names, Commercial and Government Entity (CAGE) code(s), and respective socio-economic categories to the extent they are known.

(2) Address the extent of commitment to use such firms.

- Describe the extent of commitment to use small businesses. Provide a listing of all small business subcontractors and types of commitments if any are in place for this specific acquisition, such as, written contract, purchase order, exclusivity arrangements, joint venture, and mentor-protégé.
- Provide a description of the efforts that will be made and implemented to ensure that small business concerns and socio-economic categories - VOSB; SDVOSB; HUBZone; SDB;

AbilityOne; or a WOSB concern will have equal opportunity to compete for subcontracts under any resulting contract.

- Provide the name and title of the individual principally responsible for ensuring company support to such firms.

(3) Identify complexity and variety of the work small firms are to perform.

- The Offeror must describe the current and planned proposed range of services, supplies, and any other support that will be provided by small business and socio-economic categories.
- Provide a listing of principle supplies/services to be performed by small businesses. Be as specific as possible, reference to PWS paragraphs as applicable to identify the variety and complexity of work small businesses are to perform.

(4) Address the relevancy of the proposal.

- All Offerors shall submit a detailed plan to meet the commitments proposed, along with the supporting business case rationale. Provide adequate justification for lack of small business participation and for any proposed percentages below the Government target small business commitments.
- Justifications must include sufficient discussion of efficient and effective contract performance, nature of supplies, availability of small business subcontractors, cost, delivery, any actions taken to increase unmet commitments, and/or any other relevant information supports a sound business case.
- The Offeror must describe any future plans for developing additional subcontracting opportunities for all categories of small business concerns during contract performance.
- Specify the type of performance data that will be accumulated and provided to the DLA in relation to the small business and socio-economic categories during the period of contract performance.

(5) Address Offeror's past performance in complying with requirements of FAR 52.219-8, Utilization of Small Business Concerns, and 52.219-9, Small Business Subcontracting Plan.

- Offerors should submit all pertinent documentation to complying with requirements set forth in FAR 52.219-8 and FAR 52.219-9 for any and all contracts the Offeror submitted in the Past Performance Volume 4.
- Any information substantiating the Offeror's track record of utilizing small business on past contracts in detail shall be included. At a minimum, the two most recent Summary Subcontract Reports (SSR).

(6) Identify the extent of small business participation in terms of the value of the total acquisition.

- Provide the total combined percentage of work to be performed by both large and small businesses (include the percentage of work to be performed both by Prime and subcontractors):

Total Contract Value (TCV): \$ \_\_\_\_\_

Dollar Value of your Participation as a Prime Contractor: \$ \_\_\_\_\_

Total Percentage planned for Large Business(es) % = \$ \_\_\_\_\_

Total Percentage planned for Small Business(es) % = \$ \_\_\_\_\_

NOTE: When combined, Large and Small Business totals must equal 100%.

Identify the percentage of work performed by small businesses that qualify in multiple socio-economic categories that may be counted in each category (reference the below table). The sum of all percentages need not equal 100%. All percentages shall use TCV as a baseline.

Provide adequate rationale if socio-economic entity commitments are not met. Offerors are cautioned against only acknowledging a commitment is not met, if applicable. Adequate rationale includes specific reasons why a commitment is unmet, and any actions being taken to rectify any unmet commitments.

Small Business Type	Percentage of TCV	Dollar Value
SDB		
HUB Zone		
WOSB		
SDVOSB		
VOSB		
AbilityOne		

\*Per DFARS 252.219-7003, subcontracts with AbilityOne may also be counted toward the Offeror's small business subcontracting goal.

NOTE: Separate from the SBCPD, other than United States (U.S.) small business Offerors are required to submit a subcontracting plan meeting the requirements of FAR 52.219-9 and Defense Federal Acquisition Regulations Supplement (DFARS) 252.219-7003 (or DFARS 252.219-7004 if the Offeror has a Comprehensive subcontracting plan). Other than U.S. small businesses must submit acceptable subcontracting plans to be eligible for award.

**L.2.2 Volume 3, Factor II – Management:** The primary goal of the proposal submission for the Management factor is for the Offeror to demonstrate that its proposed approach will satisfy the Government's requirements. The Management factor includes three (3) subfactors – Supply Chain Management, Transition Plan, and Risk/Process Management. The Offeror shall address the elements listed below for each subfactor to provide the Government with assurances that the Offeror's approach will satisfy the Government's performance requirements and provide seamless Air Force IPV support for ALCs and GSUs.

Provide resumes of key personnel only. A list of personnel not limited to or all-inclusive of "key" personnel is stated in Section 8.4.1 of the PWS. Resumes will not be counted toward the page limit in L.1.1. The resumes should contain information related to the evaluation criteria stated in section M.3.2. List and describe all key personnel (including subcontractor personnel) that are essential to successful management and oversight of this effort. Describe the qualifications of key personnel to demonstrate their understanding and experience in working with and/or supporting the Government maintenance process. Describe what roles and responsibilities of those personnel will have with respect to managing this effort. Specifically, identify the Program Manager with overall responsibility in ensuring performance to the solicitation requirements and the minimum qualifications of this position.

Provide organizational charts depicting the layout of the proposed Contractor's organization at each ALC as well as an organizational chart of personnel with an overarching support function that may serve all ALCs.



**L.2.2.1 Volume 3, Factor II, Subfactor 1 – Supply Chain Management:** The Offeror shall describe their approach to Supply Chain Management to meet the performance standards detailed in the PWS and demonstrate that the Offeror has an adequate supply chain infrastructure (to include personnel, processes, and program-level managerial structure) in place to support the requirements of the solicitation.

**L.2.2.2 Volume 3, Factor II, Subfactor 2 – Transition Plan:** The Offeror shall describe their transition plan to demonstrate how the Offeror's approach will successfully operate program transition support from GEN III to GEN IV to meet the performance standards detailed in the PWS Section 11, which will provide assurance that the Offeror's approach will satisfy (or exceed) the performance requirements. The Offeror's proposal shall include the following:

- Dated milestones must be identified for each step of the plan within the specified six-month transition timeframe.
- Any actions that will cause a delay and impact on the successful Full Operational Capability (FOC) must be clearly identified.
- The process for establishment of Electronic Data Interchange (EDI) and any other required system capabilities.
- Identify all aspects of the proposal that are dependent upon Government action and/or information that the Offeror needs to successfully perform its transition to full implementation.

**L.2.2.3 Volume 3, Factor II, Subfactor 3 – Risk/Process Management:** The Offeror shall describe their comprehensive approach to the total program addressing all aspects of customer support from providing material obtained from their suppliers to handling customer service requests to meet the performance standards detailed in the PWS. Additionally, an approach to collaboration and communication with the Air Force customer should be described in detail. The Offeror shall furthermore identify and address all risks associated with process management (to include personnel hiring and retention processes and program-level managerial structure) in place to support the requirements of the solicitation.

**L.2.3 Volume 4, Factor III – Past Performance:** The Past Performance volume focuses on the Offeror's past performance with similar contract requirements. The Offeror's submission shall include:

**L.2.3.1** A list of no more than three relevant Commercial and/or Government contracts (size, scope, and complexity) performed (ongoing or completed) within the last three calendar years from the date the solicitation is issued. For each contract, the Offeror shall provide a POC, address, current telephone number and email, type of contract, total contract value, average dollar value of the contract per annum, period of performance, and a description of the Offeror's responsibilities and performance under the contract. If the Offeror's experience is not sufficient to provide enough past performance information, provide the past performance of any significant partner, joint venture, critical subcontractor, predecessor entity, etc. The Offeror shall clearly detail how the past performance of the significant partner, joint venture, critical subcontractor, predecessor entity, etc. is relevant to the performance under the proposed contract. In addition, for each contract cited, the Offeror shall provide the following:

- A. A listing of the items and/or services provided as an appendix. This appendix does not count towards the page limit listed in L.1.1.
- B. A copy of the contract provided as an appendix. This appendix does not count towards the page limit listed in L.1.1.
- C. The metrics measured during contract performance and the Offeror's performance history against those metrics.

D. A list of any problems, discrepancies, or challenges (i.e., late shipments, shortages, overages, damage, defects, mis-shipments, customer dissatisfaction, etc.) experienced for the contracts. Include a brief description of how the Offeror resolved the issue.

E. Any awards, distinctions, or certifications received based on performance (may include private sector awards/certifications).

**L.2.3.2** The Offeror should include a narrative for all contracts provided. The narrative shall detail how (i.e., the methods, resources, and strategies utilized) and the extent to which, the Offeror met or exceeded contractual requirements on the submitted contracts.

**L.2.3.3** The Government may obtain and use past performance information from sources other than those identified by the Offeror including Government automated systems (e.g., Supplier Performance Risk System (SPRS) and Contractor Performance Assessment Reporting System (CPARS)). Note: Submitted information shall cover the entire duration of the contracts submitted, not just for the period of performance that falls in the last three years.

**L.2.3.4** The Offeror must also submit a consent letter executed by each of its proposed critical subcontractors authorizing release of adverse past performance information to the prime Offeror to allow the prime Offeror an opportunity to respond. A sample Subcontractor Consent Form (Attachment 15) is attached. The consent form should be completed by the critical subcontractors identified in your proposal. The completed consent forms should be submitted as part of your Past Performance Volume.

**L.2.4 Volume 5, Factor IV – Price:** Volume 5 shall be clearly marked as “**Volume 5 – Price Proposal**” and all information relating to price must be included in this section. Each offeror must submit two hard copies and one copy via digital media as stated in L.1.1. REMINDER: DO NOT DELETE LINES IN ATTACHMENTS 1, 13, OR 14.

Offerors shall provide other than certified cost and pricing data to include cost elements for the following CLINs: 0001, 0002, 0003, 1002, 2002, and 3002. No specific format is required for providing this information. The following are examples of other than certified cost or pricing data elements the Government is seeking:

Basis for costs provided (such as hours and rates utilized)

Equipment Costs

Freight – Inbound

Freight – Outbound

General & Administrative (G&A)

Inventory Carrying Costs (Cost of Money)

IT Costs

Obsolescence Costs

Other Infrastructure Acquired (non-warehouse)

Personnel Costs for Direct Labor (including benefits)

Profit / Fee

Warehouse Costs

The Offeror's proposal shall contain a written narrative to accompany the pricing that explains the basis for, and methodology used in, developing the pricing for each CLIN. Additionally, this narrative shall include the differentiation of the unique elements for the price proposals for each priced CLIN.

The following sub CLINs (Material sub CLIN, Material Management sub CLIN, and Transition sub CLIN) will make up the totality of the Level of Support Contract Line-Item Number (CLIN). Level of Support (CLIN) will be paid out monthly.

**L.2.4.1 Material sub CLIN:** DLA sourced material will be purchased at the DLA Standard Unit Price (SUP) and therefore will not be evaluated. Commercial priced material prices are established and are subject to an Economic Price Adjustment (EPA) on an annual basis pursuant to Procurement Note C09 "Economic Price Adjustment- Department of Labor Index".

**L.2.4.2 Material Management sub CLIN:** Single fixed pricing is established for the level of performance to support demands over a 10-year ordering period, to include a 5-year base ordering period, one 3-year option period, and one 2-year option period. Material Management is inclusive of all incidental services including, but not limited to:

- Bin Management (Attachment 13):
  - A fixed dollar amount to include the period through successful FOC of the contract to cover charges associated with purchasing inventory from DLA prior to placement in bins (POS).
  - A fixed dollar amount based on the number of items to include the period through successful FOC of the contract to cover: management and handling of items, fixed service fee, AutoCrib transition, and implementation costs.
  - A fixed dollar amount to include the period through successful FOC of the contract to cover: reporting, Management Information System (MIS), meetings, travel, program management, and Procurement Management Reviews (PMRs).
  - A fixed dollar amount to cover any associated costs the Offeror foresees with the transition to Autocribs.
  - Offerors are advised to provide their initial response on the assumption that point of sale will remain at bin placement as described in the PWS at Section 4.1.1.
  - Except when instructed otherwise, material will be removed from original packaging.
- Kitting Support (Attachment 13): A fixed dollar amount to cover any associated labor costs to assemble and deliver kits.
- DLA Backup (Attachment 13): As described in 3.3.2 of the PWS, a fixed dollar amount to include the period through successful FOC of the contract to cover costs associated with contractor mitigating "gaps" in DLA supply in the event that DLA's inventory is insufficient to fulfill demand for DLA sourced parts at the ALCs and GSUs.
- GSU Support (Attachment 13): A fixed dollar amount to cover any associated labor costs to provide support for requirements coming from identified GSUs in the PWS. Do not include in your price proposal the possible future additional scope of a possible need to have Contractor personnel at a GSU. It will not be considered in the evaluation of your proposal.

**L.2.4.3 Transition sub CLIN** (Attachment 13): Fixed Pricing is established for the level of performance to support demands during the first 6 month period to cover transition, inventory build-up, and implementation costs. These costs should include (but are not limited to): staffing, inventory, and site activation. Payment for this CLIN will be included in the monthly Level of Support CLIN payment as milestones are reached in accordance with the proposed Transition Plan milestone submitted by the Offeror in response to L.2.2.2.

**SECTION M EVALUATION FOR AWARD****FEDERAL ACQUISITION REGULATIONS (FAR) 52.212-2 EVALUATION – COMMERCIAL PRODUCTS (SEPT 2023) (TAILORED)****M.1 Evaluation Basis for Award**

The Government intends to award one contract resulting from this solicitation for the Air Force Integrated Product Support Vendor (IPV) Generation IV Program; however, the Government is not obligated to make an award. The contract will be awarded to the Offeror whose offer conforms to the solicitation requirements and who would be most advantageous to the Government, price and other factors considered. A competitive Source Selection Trade-Off will be used, based on the following Factors and Subfactors:

- Factor I: Technical
  - o Subfactor One: Quality Assurance
  - o Subfactor Two: Small Business, AbilityOne, and Socioeconomic Program Participation
- Factor II: Management
  - o Subfactor One: Supply Chain Management
  - o Subfactor Two: Transition Plan
  - o Subfactor Three: Risk/Process Management
- Factor III: Past Performance
- Factor IV: Price

In the trade-off decision and when combined, technical and management and past performance factors are significantly more important than the price factor. Of the non-price factors, past performance is more important than the Technical and Management factors. The Technical and Management factors are equal. The Technical and Management Subfactors are equally important. If any Subfactor is rated as unacceptable, the overall Factor will be rated as unacceptable and therefore not eligible for award.

**M.2. Evaluation of Proposals**

**M.2.1** Offerors are required to submit proposals as prescribed in Section L of the solicitation. A proposal determined to be noncompliant with the solicitation and in need of excessive revisions that could not be easily corrected through discussions, if conducted, may be found to be unacceptable and rejected, thereby making the Offeror ineligible for award. No discussion will be held with rejected Offerors, nor will any rejected Offeror be given an opportunity to revise its offer to correct those deficiencies to become acceptable after the date and time established for receipt of initial proposals.

**M.2.2** The Government does not assume a duty to search for clarification data to cure problems or inconsistencies with an Offeror's proposal. The failure of an Offeror's proposal to meet any given requirement of the Request for Proposal (RFP) may result in the entire proposal being found to be unacceptable and ineligible for award.

**M.2.3** All proposals will be evaluated to determine that the offered price is fair and reasonable and balanced.

**M.2.4** The Government intends to evaluate proposals and award a contract without discussions. Therefore, Offerors are cautioned that their initial proposal should contain the best terms from a non-price and a cost/price position.

**M.2.5** If the Defense Logistics Agency (DLA) Contracting Officer (KO) determines discussions are necessary, those Offerors retained in the competitive range will be given an opportunity to address significant weaknesses and deficiencies in their proposal. An Offeror's response resulting from discussions, or lack thereof, will be included in the final evaluation.

### **M.3 Non-Price Evaluation Factors**

**M.3.1 Factor I: Technical Capabilities:** The Technical Capabilities factor shall be evaluated based on the Subfactors below. The purpose of these Subfactors is to determine if the Offeror provides a sound, compliant approach that meets the minimum requirements of the solicitation and demonstrates a thorough knowledge and understanding of those requirements and their associated risks. The Subfactors are equally important. The proposal will be evaluated to ensure it addresses each of the following Subfactors in sufficient detail, including identifying risks and mitigations. If no risks/mitigations are identified in the Offeror's proposal, it indicates the Offeror does not consider there to be any risk associated with their proposed approach. Information contained in the submitted resumes pursuant to Section L.2.1 will be used in evaluating Offerors' proposals according to the criteria listed below.

**M.3.1.1 Subfactor One: Quality Assurance:** The Offeror must have the quality systems necessary to meet the quality standards stated in the PWS while ensuring the quality and conformance of the items supplied. The proposal will be evaluated based on the requirements below:

1. The Offeror's plan/process/procedures for maintaining shelf life / stock rotation plans or testing plans to ensure compliance with product quality and control standards established in the PWS.
2. The Offeror's plan/process/procedures to ensure product conformance as well as ensuring criteria for testing, inspection, and marking requirements are met.
3. The Offeror's plan/process/procedures to preventative measures to avoid quality and conformance problems, detailing how a corrective action plan will be implemented and monitored if necessary.
4. The Offeror's plan/process/procedures used for product, packaging, and marking inspections for all items received.

#### **M.3.1.2 Subfactor Two: Small Business, AbilityOne and Socioeconomic Program**

**Participation:** The proposal will be evaluated based on the Offeror's (both large and small businesses) submission of a Small Business Commitment Plan Document (SBCPD) that will describe the extent of small business commitment. Throughout the life of the contract, on a semi-annual basis, the awardee will report small business participation results and describe how the results compare to the proposed SBCPD. Additionally, to the SBCPD, the Offeror's proposal will be evaluated based on:

1. The Offeror's level of commitment to providing small businesses with meaningful work and to achieving (as a small business prime and/or first tier small business

- subcontractors) the required minimum of 25% small business commitment in performing the contract and the mitigation of risk to avoid not achieving the 25%.
2. How the Offeror will track small business commitment at the order level.
  3. The Offeror's identification of techniques that will be used to aggressively pursue small business commitment during contract performance, such as industry days, notices in commercial publications, and similar efforts to achieve greater than 25% small business participation.

**M.3.1.3 Technical Capabilities Rating:** The Technical Capabilities rating includes consideration of risk in conjunction with strengths, weaknesses, significant weaknesses, and deficiencies in determining technical ratings. The Subfactors used for the Technical Capabilities rating are weighted equally. Each Subfactor will receive a separate rating. The Subfactor ratings will then be rolled up to achieve a final Technical Capabilities rating. The following adjectival ratings shall be utilized/assigned in the evaluation of the Technical Capabilities in an Offeror's proposal.

#### Technical Capabilities Ratings

Color Rating	Adjectival Rating	Description
Blue	Outstanding	Proposal indicates an exceptional approach and understanding of the requirements and contains multiple strengths, and risk of unsuccessful performance is low.
Purple	Good	Proposal indicates a thorough approach and understanding of the requirements and contains at least one strength, and risk of unsuccessful performance is low to moderate.
Green	Acceptable	Proposal indicates an adequate approach and understanding of the requirements, and risk of unsuccessful performance is no worse than moderate.
Yellow	Marginal	Proposal has not demonstrated an adequate approach and understanding of the requirements, and/or risk of unsuccessful performance is high.
Red	Unacceptable	Proposal does not meet requirements of the solicitation and, thus, contains one or more deficiencies, and/or risk of unsuccessful performance is unacceptable. Proposal is not awardable.

**M.3.2 Factor II: Management:** The Management factor shall be evaluated based on the Subfactors below. The purpose of these Subfactors is to determine if the Offeror provides a sound, compliant approach that meets the minimum requirements of the solicitation and demonstrates a thorough knowledge and understanding of those requirements and their associated risks. The Subfactors are equally important. The proposal will be evaluated to ensure it addresses each of the following Subfactors in sufficient detail, including identifying risks and mitigations. If no risks/mitigations are identified in the Offeror's proposal, it indicates the Offeror does not consider there to be any risk associated with their proposed approach. Information contained in the submitted resumes pursuant to Section L.2.2 will be used in evaluating Offerors' proposals according to the criteria listed below. Information contained in the

organizational charts submitted pursuant to Section L.2.2 will be used in evaluating Offerors' proposals according to the criteria listed below.

**M.3.2.1 Subfactor One: Supply Chain Management:** The primary goal of the proposal submissions relating to Supply Chain Management is to demonstrate that the Offeror has an adequate supply chain infrastructure (to include personnel, processes, and program-level managerial structure) in place to support the requirements of the solicitation. The proposal will be evaluated based on the below requirements.

1. The Offeror's management plan that defines the plan/process/procedures to successfully provide staffing and to form and identify an infrastructure for logistics support and interfaces with their supplier base that will support the contract with no lapse in coverage.
2. The Offeror's plan/process/procedures to utilize information technology or alternate methods to manage a supplier network capable of 99.5% First Pass Acceptance (FPA) and 24 hour Mechanic Wait Time (MWT) while striving for 100% FPA.
3. The Offeror's plan/process/procedures for identifying and describing the initial warehouse operations, stocking levels by item, and how the Offeror will optimize and/or change the locations and level of stock over time.
4. The Offeror's plan/process/procedures to meet performance requirements for maintenance/production line demands and worldwide deliveries.
5. The Offeror's plan/process/procedures to support emergency spare parts requests.

**M.3.2.2 Subfactor Two: Transition Plan:** The primary goal of the proposal submissions relating to the Offeror's Transition Plan is to demonstrate how the Offeror's execution approach will successfully operate program transition support and to provide assurance that the Offeror's approach will satisfy (or exceed) the performance requirements as outlined in Section 11 of the PWS. The proposal will be evaluated based on the requirements below:

1. The Offeror's dated milestones identified for each step of the plan within the specified six (6) month transition timeframe.
  - o Timeline for the 180-day ramp-up period that delineates how and when the Offeror will put in place the infrastructure, material, and systems necessary to meet the Government's performance requirements. This should provide the chronological sequence of events that will be accomplished during implementation starting with contract award and ending with taking over bench stock replenishment and order fulfillment requirements at the start of full execution.
2. The Offerors plan/process/procedures to identify any actions or risks that could cause a delay and impact on the successful Fully Operational Capability (FOC) and associated mitigation plans.
3. The Offerors plan/process/procedures to identify warehouse facilities and the facilities' capability to accommodate operations and environmental and storage requirements.
4. The Offerors plan/process/procedures to establish a process for Electronic Data Interchange (EDI) and any other required system capabilities.
  - o A clear understanding of the PWS requirement for accepting and processing Electronic Delivery Orders is demonstrated, and an adequate description is provided of the Offeror's ability and capacity for meeting those requirements. A process is clearly described for the in-house processing of electronic orders and an executable plan is outlined for conveying demands to subcontractors. Execution times for each step in the process are outlined and the Offeror clearly describes how the process will accommodate large numbers of orders without impact on the delivery of items under the contract.
5. The Offerors plan/process/procedures for phased implementation approach accounting

for the depletion of Government inventories and the Offeror taking over the deliveries of supplies on an item by item basis.

- The Offeror's dates during the 180-day implementation period of each site implementation beginning at day 90 in which the Offeror is fully able to meet all requirements of the contract.
- The Offeror's timeline for the 180-day ramp-up period and the plan/process/procedure to put in place the infrastructure, material, and systems necessary to meet the Government's performance requirements.
- The chronological sequence of events that will be accomplished during implementation starting with contract award and ending with taking over bench stock replenishment and order fulfillment requirements at the start of full execution of each site.

**M.3.2.3 Subfactor Three: Risk/Process Management:** The primary goal of the proposal submissions relating to Risk/Process Management is to demonstrate that the Offeror has a comprehensive approach to the total program and all aspects of customer support from providing material obtained from their suppliers to handling customer service requests to meet the performance standards detailed in the PWS. Furthermore, the Offeror shall identify and address all risks associated with process management (to include personnel, processes, and program-level managerial structure) in place to support the requirements of the solicitation. The proposal will be evaluated based on the requirements below:

1. The Offeror's plan/process/procedures to identify specific quantitative and qualitative risks that may impact this program to include but not limited to: implementation, long-term management, subcontractor management and diminishing manufacturing; as well as solutions to mitigate each of these risks.
2. The Offeror's plan/process/procedures to identify fill and/or retain key positions (those essential to the successful management and oversight of this effort), including subcontractor positions and associated responsibilities.
3. The Offeror's work breakdown structure of the staffing to be utilized at each site to complete the tasks associated with the IPV Process.
4. The Offeror's plan/process/procedures to establish a Management Information System (MIS) as defined in section 6 of the PWS.
5. The Offeror's plan/process/procedure to track, store, and utilize material in partial quantities which may be a result from bins that cannot accommodate an entire unit of issue.
6. The Offeror's plan/process/procedure to provide customer service support to include:
  - Clear identification of the responsibilities of the Offeror's customer service representative(s).
  - A clear description of how the Offeror will monitor customer support and customer satisfaction at the maintenance/production lines and at the ordering activity level.
  - Defined response and resolution procedures and policies regarding customer problems and returns.
  - A clear approach to collaboration and communication with the Air Force Customer.
  - A clear, detailed, and realistic plan/process/procedures for providing technical support to customers, including the titles and qualification for the representative(s) that will be providing this support. The Offeror should indicate how frequently its customer service



representative(s) would visit customers at the maintenance/production lines and ordering activities.

**M.3.2.4 Management Risk Rating:** The Management Risk rating includes consideration of risk in conjunction with strengths, weaknesses, significant weaknesses, and deficiencies in determining technical ratings. The subfactors used for the Management Risk ratings are weighted equally. Each Subfactor will receive a separate rating. The Subfactor ratings will then be rolled up to achieve a final Management Risk rating. The following adjectival ratings shall be utilized/assigned in the evaluation of the Management Risk in an Offeror's proposal.

**Management Risk Ratings**

Color Rating	Adjectival Rating	Description
Blue	Outstanding	Proposal indicates an exceptional approach and understanding of the requirements and contains multiple strengths, and risk of unsuccessful performance is low.
Purple	Good	Proposal indicates a thorough approach and understanding of the requirements and contains at least one strength, and risk of unsuccessful performance is low to moderate.
Green	Acceptable	Proposal indicates an adequate approach and understanding of the requirements, and risk of unsuccessful performance is no worse than moderate.
Yellow	Marginal	Proposal has not demonstrated an adequate approach and understanding of the requirements, and/or risk of unsuccessful performance is high.
Red	Unacceptable	Proposal does not meet requirements of the solicitation and, thus, contains one or more deficiencies, and/or risk of unsuccessful performance is unacceptable. Proposal is not awardable.

**M.3.3 Factor III: Past Performance:**

**M.3.3.1** The Offeror's present and/or past performance shall be evaluated to assess the Offeror's probability of meeting the proposed contract requirements. If the Offeror's past performance is not sufficient, the past performance of any significant partner, joint venture, critical subcontractor, predecessor entity, etc. of the Offeror will be evaluated as the past performance of the Offeror, if the offer adequately details the relevance of that past performance. The Past Performance evaluation considers the Offeror's demonstrated Recent performance (i.e., currently ongoing or completed within the last three calendar years from the solicitation open date) and Relevant record of performance in supplying services and products that are the same or similar in scope, complexity, and magnitude (i.e., dollar value, volume) to the requirements of the solicitation. **For the purpose of this requirement, same or similar in scope, complexity, and magnitude refers to number of NSNs and bins.**

CPARS for the full duration of the submitted contracts will be evaluated, not just for the period of performance that falls in the last three years.

**M.3.3.2 Relevancy and Confidence Assessment:** The following Relevancy ratings shall be used in the Past Performance evaluation.

**Past Performance Relevancy Rating Method**

Adjectival Rating	Definition
Very Relevant	Present/past performance effort involved essentially the same scope and magnitude of effort and complexities this solicitation requires.
Relevant	Present/past performance effort involved similar scope and magnitude of effort and complexities this solicitation requires.
Somewhat Relevant	Present/past performance effort involved some of the scope and magnitude of effort and complexities this solicitation requires.
Not Relevant	Present/past performance effort involved little or none of the scope and magnitude of effort and complexities this solicitation requires.

After ratings for Relevancy have been assigned, a confidence assessment is determined which reflects, based on the quality of the Offeror's performance on the assessed present/past performance, an expectation of the Offeror's successful performance of the requirements herein. The following Confidence Assessment rating shall be used in the evaluation of the Past Performance factor.

**Performance Confidence Assessment Rating Method**

Adjectival Rating	Description
Substantial Confidence	Based on the Offeror's recent/relevant performance record, the Government has a high expectation that the Offeror will successfully perform the required effort.
Satisfactory Confidence	Based on the Offeror's recent/relevant performance record, the Government has a reasonable expectation that the Offeror will successfully perform the required effort.

Neutral Confidence	No recent/relevant performance record is available, or the Offeror's performance record is so sparse that no meaningful confidence assessment rating can be reasonably assigned. The Offeror may not be evaluated favorably or unfavorably on the factor of past performance.
Limited Confidence	Based on the Offeror's recent/relevant performance record, the Government has a low expectation that the Offeror will successfully perform the required effort.
No Confidence	Based on the Offeror's recent/relevant performance record, the Government has no expectation that the Offeror will be able to successfully perform the required effort.

**M.3.3.3** An Offeror will not be evaluated favorably or unfavorably when it has no record of Relevant past performance or when information on the Offeror's past performance is not available; a "Neutral" rating/assessment is assigned under these circumstances. An evaluation of neutral/unknown confidence will not eliminate an Offeror from the overall review and evaluation of its proposal for the requirement herein.

**M.3.3.4** A record of favorable Relevant Past Performance rating may be considered more advantageous to the Government than a "Neutral" rating. Likewise, a Recent and Relevant record of favorable past performance may receive a higher rating than a less Recent and Relevant record of favorable past performance. The past performance of the Offeror will be weighted more heavily than the past performance of any significant partner, joint venture, critical subcontractor, etc.

**M.3.3.5** Adverse Past Performance for which an Offeror did not previously have an opportunity to comment will be handled through communications or discussions, in accordance with FAR 15.306(b) or (d).

#### **M.4 Factor IV: Price.**

**M.4.1 Reasonableness:** Adequate price competition is expected to support the determination of price reasonableness. Price analysis techniques may be utilized to further validate price reasonableness. If adequate price competition is not obtained or if price reasonableness cannot be determined using price analysis of Government obtained information, additional cost data in accordance with FAR 15.4 will be required to support the proposed price.

**M.4.2 Balance:** Unbalanced pricing is discussed in FAR 15.404-1(g). Unbalanced pricing exists when, despite an acceptable total evaluated price (TEP), the price of one or more contract line items is significantly overstated or underestimated as indicated by the application of analysis techniques. The Government shall analyze offers to determine whether unbalanced separately priced line items exist. Offers that are determined to be unbalanced may be rejected if the lack of balance poses an unacceptable risk to the Government.

**M.4.3 Total Evaluated Price (TEP):** A TEP will be calculated for evaluation purposes only and used to assist in determining the best value to the Government. Proposals shall be evaluated, for award purposes, based upon the total price proposed for items identified for pricing which are applicable to the basic requirements and other price-related issues. The TEP shall include all prices associated with providing the final items to the Government. The TEP will be calculated as the sum of the following:

1. All items to be priced in Attachment 1 of the RFP, at the quantities stated. The total material price will be calculated by multiplying proposed price times estimated annual demand times 10. The years will be totaled to arrive at a 10-year material base period contract value.
2. Management Fee which is made up of: bin management, kitting support, DLA backup and GSU support for the three performance periods will be totaled for evaluation.
3. Transition Fee—The 6 month transition fee will be included in the TEP.

Offerors are advised that the evaluation of item prices shall not obligate the Government to award each item.

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## 1 Overview

### 1.1 Definitions

1. **AAC** (Acquisition Advice Code) – Indicates how and under what restrictions an item will be acquired.
2. **ALC** (Air Logistic Complex) - Located at Tinker AFB, Hill AFB, and Robins AFB; provides worldwide logistics support for a variety of weapon systems.
3. **Bin** – general term used to describe the item where material is stored for mechanic's use. Includes VIDMARs, units, drawers, and eventually AutoCribs.
4. **CAR** (Corrective Action Report) - The procedure used in response to a defect.
5. **Consumable Part** – Parts that are consumed during the maintenance process and become part of the item undergoing repair.
6. **COR** (Contracting officer Representative) - The individual authorized to represent the Contracting officer, but does not have authority to commit Government to funds or change the contract. COR is the primary POC for the Contractor and Government. Under no circumstance can the COR add, delete, change, or modify the contract. The COR does not hold a warrant and cannot commit to contract changes.
7. **CPARS** (Contractor Performance Assessment Reporting System) - Ensures that accurate data on Contractor performance is current and available for use in source selections.
8. **CSI** (Critical Safety Items) - A part, assembly, or support equipment whose failure could cause loss of life, permanent disability or major injury, loss of a system, or significant equipment damage
9. **CTDF** (Contract Technical Data File) - The information located in Field "C", (Technical Guidance Information), Field "D", (Technical History/Weapons Systems Data), Field "M", (Contracting Guidelines), and Field "N", (Quality Guidance Data), of the CTDF are business sensitive, and will not be disseminated to any person, firm, or entity outside the Contractor's own entity.
10. **DDE** (Demand Data Exchange) - Forecast/collaboration data for future requirements
11. **Demand** - any active (non-cancelled) Sales Order or DHA to include CLSSA FMS but not non-CLSSA.
12. **DLA** (Defense Logistics Agency) - Provides supplies to the military services and supports their acquisition of weapons, repair parts, and other material.
13. **Eaches** - Items as counted individually, does not necessarily equate to the unit of issue.
14. **FPA** (First Pass Acceptance) - Percentage of serviceable condition items (right part, right quantity) available at the time of demand from the mechanic. The primary metric for this contractual effort.
15. **GFE** (Government Furnished Equipment) - It is equipment that is owned by the government and delivered to, or made available to a Contractor.
16. **GFM** (Government Furnished Material) – Government material that may be consumed or expended during the performance of a contract, component parts of a higher assembly, or items that lose their individual identity through incorporation into an end-item. Material does not include equipment, special tooling and special test equipment.
17. **GSUs** (Geographically Separated Units)—International and domestic locations that are financially and work related to the three main ALCs
18. **IPEXSP** (Integrated Planning Execution Sustainment Process) - Collaborative planning and execution process that will be used at maintenance sites at Hill Air Force Base, Utah, as well as at Robins AFB, Ga. and Tinker AFB, Okla.
19. **Kitting** - Package or make available a set of materials or parts from which something can be assembled
20. **Lead time** - Time it takes to procure an item from a supplier

21. **LOM** (List of Materials) - Specific list of items and associated quantities contained in a kit.
22. **MWT** (Mechanic Wait Time) - Measured as the number of hours it takes the Contractor to remedy a FPA failure.
23. **Min/Max Levels** - The range of stock, identified by 'each' (EA) that shall be retained within identified bin locations.
24. **MIS** (Management Information System) - Hardware and software systems within an enterprise that provide the information that management needs to run an enterprise.
25. **MRA** (Material Receipt Acknowledgment) – Government acknowledgment of receipt of material delivered to DLA
26. **Need-Mechanic attempt to retrieve material to fulfill a current requirement without which would cause a disruption in work.**
27. **Overhaul** - The complete disassembly, cleaning, inspection, repair or replacement of component parts as required, reassembly, and testing of an end item and acceptance test procedures, or other procedures as agreed to by Vendor and the government. All software (i.e. seals, packing, etc.) and certain hardware (bearings, face seals, etc.) are replaced. Excessively worn components are replaced.
28. **PAR** (Performance Action Report) - It describes new initiatives that improve the quality of their services and highlights metrics that meaningfully gauge their progress against goals.
29. **PMR** (Program Management Reviews) - A structured program review that is conducted by the Program Manager (PM) with all key Stakeholders.
30. **Point of Sale** (POS) - The point at which the Government makes a payment to the Contractor in exchange for goods or after provision of a service.
31. **POP** (Period of Performance) - Deliverables and timeline a vendor must execute in performance of specified work for a client.
32. **POT** (Purchase Order Text) - A text describing the material in more detail
33. **PQDR** (Product Quality Deficiency Report) - The SF 368 form or format used to record and transmit product quality deficiency data.
34. **QASP** (Quality Assurance Surveillance Plan) - Government developed and applied document used to make sure the systematic quality assurance methods are used in the administration of the Performance Based Service Contract (PBSC) standards included in this contract and in subsequent task orders.
35. **QML** (Qualified Manufacturers List) - A list of manufacturers whose production lines have been certified and qualified by the Defense Logistics Agency for the production of devices used in military or space applications.
36. **QPL** (Qualified Products List) - contains qualification information regarding products and manufacturers as compiled and maintained by the individual Qualifying Activities (QA)
37. **QSL** (Qualified Suppliers List) – A list of pre-qualified sources for certain electronic components that are purchased and managed by the Defense Logistics Agency.
38. **Repair** - Testing and inspections of the End Item to determine overall condition, disassembly of the End Item to the extent necessary to correct deficiencies, and final testing of the End Item. In accordance with acceptance test procedures, or other procedures as agreed to by Vendor and the government. All disturbed software (i.e. seals, packing, etc.) will be replaced. Replaced component parts will be new, meet new part tolerances and limits.
39. **SOI** (Schedule of Items) - The specific set of items supported by the IPV program at any given time. See Attachment 2 for the initial SOI. (note: SOI is subject to growth over the course of the contract)
40. **SL** (Shelf-life) - The total period of time beginning with the date of manufacture, date of cure (for elastomeric and rubber products only), date of assembly, or date of pack (subsistence only), and terminated by the date by which an item must be used (expiration date) or subjected to inspection, test, restoration, or disposal action; or after inspection/laboratory test/restorative action that an item may remain in the combined wholesale (including manufacture's) and retail storage systems and still be suitable for

- issue or use by the end user. Shelf-life is not to be confused with service-life
41. **SLC** (Shelf-Life Code) - A one-position code assigned to identify the period of time beginning with the date of manufacture, cure, assembly, or pack and terminated by the date by which an item must be used (expiration date) or subjected to inspection, test, restoration, or disposal action. (DoD 4140.1-R). The Quality Matrix (Attachment 6) provides a complete listing of shelf-life codes cross-referencing to the period of allowed storage time expressed in months/quarters and years
  42. **SOS** (Source of Supply) - Any Federal Government organization (DoD or non-DoD) exercising control of material and to which requisitions are directed
  43. **TA** (Technical Assistant) – Assistant to COR that will conduct and/or participate in bin audits, review Contractor invoices, and process MRAs
  44. **U/I** (Unit of Issue) - Denotes the means by which DoD buys and issues material to end-users and/or customers
  45. **Work station** - the specific location where a mechanic task is being performed.

## 1.2 **Background**

The Industrial Product - Support Vendor (IPV) Contractor shall manage a comprehensive program for support of consumable spare parts (bench stock) required for programmed depot maintenance at the three Air Logistics Complexes (ALCs) located at Hill AFB, Ogden, UT; Tinker AFB, Oklahoma City, OK; and Robins AFB, Warner Robins GA; as well as any maintenance support of other Air Force (AF) Geographically Separated Units (GSUs) in which that satellite location's bench stock is financially mapped to one of the three ALCs listed. One of these GSUs is the 309th Aerospace Maintenance and Regeneration Group (AMARG), Davis-Monthan AFB, Tucson, AZ and another is Kadena Air Base, Japan.

Additionally, this acquisition provides for support of DLA worldwide demand requirements for a portion of the items designated as commercially sourced.

The consumable spare parts are generally Class IX repair parts and are required for maintenance of military weapons systems and equipment at the designated ALC sites and GSUs. The IPV Contractor shall be responsible for obtaining material from individual vendors or the Government (DLA) to provide all the materials identified in the Schedule of Items (SOI).

The initial schedule of items for the Generation IV AF IPV contract will encompass approximately 36,000 hardware National Stock Numbers (NSNs). There are approximately 500 bench stock locations (BSLs) in approximately 121 buildings, with approximately 150,000 bins across all three ALCs. Additionally, the GSUs identified above make up approximately 16 BSLs across 14 buildings, supporting 9,950 NSNs. Moreover, kitting support will be required at each of the three ALCs. There are approximately 28,000 line items making up approximately 1,450 unique kits. Attachment 2 provides a listing of the current Schedule of Items (SOI) that requires support at the onset of this contract. Additions and deletions may be made to the SOI, month-to-month, after award based on changes in workload at each ALC. The AF will continue to review those items for additional candidates that meet the Gen IV criteria.

## 1.3 **Scope of Work**

Under this PWS, the IPV Contractor will be responsible for cradle to grave bench stock support solutions using industry best practices to gather accurate mechanic demand data, provide program cost control and availability of material to the mechanic at the time of need while also controlling the growth of Air Force owned material. The IPV Contractor must plan for sufficient inventory to support demand and provide uninterrupted support. The IPV Contractor will be required to use best business practices, coupled with sourcing of supplies from designated commercial or Government sourcing channels to furnish cost efficient, integrated supply chain management of consumable spare parts required by the Air Force for maintenance, overhaul, and repair of various weapons systems and other military equipment. The broad range of supply chain management and integration tasks for consumable spare parts required by this

contract includes:

- Material Sourcing – Section 3
  - Acquisition, receiving, inventory control, and delivery of items to the end user including QSL/QML material (designated items)
  - Supporting DLA stock buys, as needed
  - Capturing and loading Demand History Adjustments (DHA) into the DLA system so that DLA may record the DLA Backup activity
  - Submitting Demand Data Exchange (DDE) into the DLA system so that DLA may record appropriate demand to forecast and execute procurement of DLA sourced items on this contract
- Inventory Management – Section 4
  - Kitting-building kit, staging of, and management of line items within
  - Contractor will support Air Force right-sizing efforts and elimination of bins to include any or all of the following for any items within Contractor's control: removing material from the bins, bin relabeling, removing empty bins from the shop floor, and moving bins
  - Supply chain and material management including bench stock location management and material shelf-life management
  - Ensure timely procurement of high-quality bench stock materials to meet the operational needs of the customer
  - Implement robust inventory management practices to maintain optimal stock levels, effectively manage and reduce the amount of returned material, minimize First Pass Acceptances (FPAs), prevent overstock situations, and support ALC production requirements
  - Oversee the entire lifecycle of bench stock materials, including replenishment, rotation, and disposal of obsolete or surplus items in accordance with disposition provided by material owner
  - Utilize integrated point-of-sale systems that interface with inventory management software to streamline operations and maintain data integrity
  - Implement systems to accurately capture and record demand data, ensuring real-time visibility into inventory usage patterns
  - Provide comprehensive reports on demand data, including trends, usage rates, and forecasting to support strategic decision-making
  - Guarantee 24/7 access to bench stock materials to support continuous operations, including during non-standard working hours
  - Support automated dispensing solutions to facilitate after-hours access and ensure accountability
  - Contractor provided Kitting Strategy will align with when the Air Force requests delivery of kits from vendor facility, or when placed in forward kit staging locations.
  - Contractor will support Air Force right-sizing efforts and elimination of bins within Contractor's control: removing material from the bins, bin relabeling, removing empty bins from the shop floor, and moving bins.
- Performance Metrics and Reporting – Section 5
  - It will be the Contractor's responsibility to obtain from the Air Force the production and supply planning factors and maintain the proper bench stock levels to support the First Pass Acceptance (FPA) objective, as defined in the Performance Metrics section of this PWS

- The Contractor will perform to a 99.5% FPA with the ability to maintain a Mechanic Wait Time (MWT) of 24 hours
- Planning and supportability analysis; providing supportability information and all reporting functions and monthly reports as specified in Section 10
- Management Information Systems – Section 6
  - Implementing a management information system to support all transactions and provide management data reports, contract data, and invoice/billing requirements to DLA and the Air Force as specified
  - Systems and process integration with the Air Force automated vending solution along with adapting bin filling practices to fit the automated vending solution as the Air Force may transition from Vidmar type open bins to automated bins throughout the life of the contract
- Point of Use Automated Inventory Management System—Section 7
  - The Contractor will be required to process the AutoCrib Automatic Purchase Orders to replenish material in the vending locations.
  - The Air Force will ensure a viable communication network with the appropriate cybersecurity controls to support the machine to master database connection. The Air Force will ensure the Contractor has access to integrate their inventory management system with the AutoCrib IPV database by utilizing the available AutoCrib API service. Additionally, the Air Force will ensure the Contractor database management personnel have access to the appropriate modules within the AutoCrib database to successfully perform their duties.
- Specific Contractor Requirements – Section 8
  - Dedicated customer service as described throughout this PWS
  - Implement a Quality Control Plan addressing ramp up time and normal performance time that ensures parts meet specifications
  - Submitting contract closeout specific reports at end of contract to make sure key areas are maintained, including, but not limited to: personnel, order placement and receipt from DLA and suppliers, distribution assessment/warehouse organization, etc.
- Readiness—Section 9
  - Surge requirements availability for applicable items on Worldwide Demand Contract

The scope of this effort requires the Contractor to provide consistent support despite changes in the Air Force's formal requirements as transmitted to Contractor through DLA for consumable spare parts, production line configurations, or bench stock locations change. However, such changes may result in modifications to this contract.

#### **1.4 Expected Outcomes**

This PWS and contract are designed to support the key objectives of the IPV Program, which include the following:

- The Contractor will provide supply support to Air Force industrial operations through a Contractor- owned and managed inventory, up to placement in the bins.
- The Contractor will be responsible for cradle to grave bench stock support solutions, must plan for sufficient inventory to support demand, and provide consistent support.

- The Contractor is responsible for maintaining appropriate bench stock inventories.
  - The Contractor will be responsible for acknowledging production requirements and making adjustments to support these plans and adjust to real-time situational changes within the limits of standard FPA exceptions as defined in section 5.1.2. Material may be added to and removed from the SOI on a daily basis based on established criteria via the ICR process, Air Force requirements, and Contracting Officer authorization.
  - It will be the Contractor's responsibility to obtain from the Air Force the production and supply planning factors and maintain the proper bench stock levels to support the FPA Metric (objective, as defined in Section 5 of this PWS).
  - The Contractor will perform to a 99.5% FPA Metric with the ability to maintain a Mechanic Wait Time (MWT) of 24 hours.
- The Contractor will utilize both the Government (DLA) and the Contractor's supply chains to achieve maximum efficiency in day-to-day supply support for specific ALC site(s). The SOI will identify items that are to be normally sourced via DLA or Contractor supply channels. The Contractor will buy, and own (until bin placement), both DLA and commercial material.
- In the event the Government is unable to acquire material through its normal supply channels, the Contractor will fill a backup role (DLA Backup) by using its supplier network to acquire approved material in a timely manner to meet mission requirements at the ALC sites. Some items are strictly DLA sourced as identified in Section 3.4.
- The requirement is derived, in part, through bench stock specific locations and the Contractor's solution cannot impede the Air Force's ability to perform (e.g. will not take the mechanic away from the workstation). Any change in bench stock location, at each ALC, will be initiated by the Air Force and coordinated with the Contracting Officer. Bins may not be roped off or segregated where such action impedes production.
- The Contractor shall accept returns in situations where material is quality deficient.
- The Contractor will develop an accurate accountability of material in the bins at the beginning of the Gen IV contract.
- For the transition from the Generation III contract to the Generation IV contract, the Contractor shall be responsible for providing a transition plan in accordance with Section 11. The order of ALC transitions will be as follows:
  - WR-ALC will begin site activation 1 Jan 2027 and conclude 31 Jan 2027.
  - OO-ALC will begin site activation 1 Feb 2027 and conclude 28 Feb 2027
  - OC-ALC will begin site activation 1 March 2027 and conclude 31 March 2027.

A collaborative relationship is paramount. As such, the Contractor will have flexibility in recommending changes to bin levels. Ultimately, the Air Force will have final determination for the levels set in bins, but final determination will be done in a collaborative environment that considers both the Government and the Contractor business drivers. Contractor recommendations to changes in the bins should be approached from a business case perspective that shows the trade-off and potential program benefit to bin level changes. In accordance with Attachment 18 – Annual Bin Max Recommendation Schedule, the Contractor shall submit maximum (max) level changes on a rolling schedule at the beginning of each quarter

as agreed to between the Air Force and the Contractor in which all bins are reviewed within a twelve-month period annually. All max level changes shall be submitted with justification to the contracting officer within the first 15 days of each quarter for the bins that are agreed to be reviewed for that quarter. The max level change recommendations are to be determined utilizing data based upon the last 15 months of bin deliveries. The contracting officer shall provide a decision on the max level changes for each quarter within 45 days of receipt.

- All bin changes shall be coordinated with the Air Force. The levels established within the bins will allow for uninterrupted support to the mechanic during the transition period. This includes the initial transition period and the transition from open bins to automated bins.
- The Contractor shall reduce the inventory investment by the customer and DLA through the elimination of excess inventory and maintaining only that inventory necessary to meet the contract FPA metric and carry out the mission of the customer.
- Through sound commercial supply chain management practices, the Contractor shall enable the customer to reduce the time required to accomplish their maintenance, repair, and overhaul of weapons systems and related missions.
- The Contractor shall establish the capability to take timely actions in response to the customer's requests for material as set forth in this contract. The Contractor will use DLA Backup procedures as necessary; see 3.3.2.
- The Contractor is responsible to provide staffing sufficient to manage the transition requirements from Gen III to Gen IV along with appropriate staffing levels to manage the expected outcomes of the program.
- The Contractor shall support all meetings and telecoms, provide briefings as requested, and answer applicable questions as required by the DLA COR, the contracting officer, and the customer. Meetings may include, but are not limited to, Depot Repair Enhancement Program (DREP) meetings, weekly production meetings, production planning meetings, complex meetings, and other supportability meetings, as appropriate to gather data concerning real-time parts demand fluctuations and production inputs due to parts supportability issues.
- The Contractor will be required to participate in the production planning process. It is the responsibility of the Contractor to provide required, detailed information (which includes supply related status and delivery dates from commercial and DLA sources and parts supportability data and forecasts related to the Integrated Product Vendor), to the Air Force and DLA contracting officer regarding support issues, propose remedies, and estimated completion dates for each issue.
- In addition to the DREP, weekly production meetings, production planning meetings, and complex meetings, the Contractor shall not be required to attend more than 1 meeting per maintenance group per week.
- All meetings attended by the Contractor shall be properly prepared for by the Contractor so that the Contractor can provide detailed information on the items being discussed in that meeting.

## **2 General Information**

### **2.1 Safety. Security. Environmental**

The Contractor shall be knowledgeable of and comply with all applicable federal, state and local



laws, regulations, instructions, and requirements regarding environmental protection and occupational safety and health. As applicable, the Contractor shall comply with any laws, instructions, or regulation changes during the term of this contract.

## **2.2 Communication**

Ongoing open communication is the key to the successful performance of the contract. Throughout the term of the contract, the Contractor shall maintain regular communication with the Air Force, the Contracting Officer, the Contracting Officer's Representative (COR), and DLA. The COR at each site is the primary Government channel for information flowing from the Air Force, and the communication avenues will include Air Force production personnel and complex IPV representatives. This shall be an ongoing process until each issue is resolved. All contract changes shall be made effective only by the Contracting Officer.

Timely communication is critical to the success of the Industrial Product Support Vendor Program. If circumstances prevent an immediate response to a written request from either party and where a specific response time is not mentioned within this document, each party is required to acknowledge the request within 1 business day from initial notification and answer within 3 business days from initial notification.

### **2.2.1 Program Management Reviews**

The Contractor shall host Program Management Reviews (PMRs) in coordination with DLA and the Air Force. The objective of the PMR is to discuss Contractor performance, obtain performance feedback from the Government, and provide the Contractor an additional opportunity for continuous process improvement through proactive efforts of all parties. The initial PMR will be convened within 45 days after the effective date of the contract. Subsequent PMRs will be held every twelve (12) months. The frequency of the number of PMRs to be held may change based upon program requirements and at the request of either of the three stakeholders. At a minimum, PMRs will provide a review of the minutes from the last PMR, review the to-date program metrics, and address problems or issues with the program.

The location, date, and time of each PMR will be mutually agreed upon by DLA, the Air Force, and the Contractor at least sixty (60) days prior to the PMR. PMRs will be located in the vicinity of Warner Robins, GA, Oklahoma City, OK, Ogden, UT, and/or a location near the Contractor, and/or at DLA Aviation located in Richmond, VA. At a minimum, Contractor attendees at the PMRs shall include the Program Manager and the hosting Site Manager or their designated representatives. At a minimum, Government attendees shall include the DLA and AF Program Managers, DLA CORs, DLA contracting officer, and a representative from the AF OB office from each ALC.

Meeting agendas shall be provided to all attendees 10 business days in advance of all scheduled meetings and minutes provided within 10 business days after each meeting.

### **2.2.2 Production Planning**

The Contractor shall be fully integrated into various Air Force production planning processes (i.e. local systems, local meetings, etc) in order to demand plan appropriately and be synchronized with the customer's work requirements.

### **2.2.3 Other Meetings as Needed/Required**

In the event the Contractor would like to participate in additional meetings that are not contractually required to better support and refine planning efforts, request to participate shall be coordinated with the Contracting Officer or COR. If the Contracting Officer or COR determines attendance meets the objectives of the contract and does not present any security concerns, the Contractor shall be permitted to attend.

Additionally, there may be instances where Contractor participation in other meetings may be required. Examples may be a high priority unforeseen maintenance support requirement or for the Contractor to brief status. These will be limited to one per month per site, all requests above that will be addressed via Task Order Labor as outlined in Section 2.6 and does not include DREP, weekly production meetings, production planning meetings, and complex meetings as outlined in Section 1.4.

### **2.3 IPV Transition**

Within fifteen (15) days after date of contract award, at a time and place convenient to the Contractor and DLA, a meeting shall be convened to review the Contract Implementation Plan and to finalize an agenda for the formal Contract Implementation Plan meetings at the ALC site(s). Following this preliminary implementation meeting, but no later than thirty (30) days after date of contract award, a formal Contract Implementation Plan meeting shall be held at WR-ALC with participation by the Contractor, DLA, and the Air Force, to confirm all aspects of the final Implementation Plan.

Subsequent Site meetings held at OC-ALC and OO-ALC (respectively) within every fifteen (15) days thereafter. All outstanding issues resulting from the Site Activation Meetings shall be resolved within thirty days of the formal Contract Implementation Plan meeting at each site and any changes to the Implementation Plan(s) shall be formalized and incorporated into the contract by modification.

### **2.4 Material Procured During Life of Contract**

In the event that the Contractor procures and charges the Air Force for supplies/vehicles/equipment, etc., to perform contractual requirements for the Air Force via a contract modification, or any other means with authorization from the DLA Contracting Officer, the supplies/vehicles/equipment, etc., transition to Government owned Government Furnished Equipment (GFE). All GFE is subject to the terms and conditions of this PWS, contract, and applicable clauses. The Contractor's liability for Loss, Theft, Damage, or Destruction to GFE shall begin when the Contractor receives the GFE. The Contractor shall remain liable for this GFE until returned to the Government.

### **2.5 Disposal of Non Material Related Items**

In order to minimize any Foreign Object (FO) created by non-material related items, the Contractor shall dispose of non-material items such as cartons, boxes, packaging ancillary to bench stock items in proper Government refuse containers or recycling containers as required by the Maintenance organization.

### **2.6 Task Order Labor (TOL)**

Task Order Labor is a contractual provision that is used for temporary increased level of efforts in the IPV program at the three ALCs. Temporary is defined as an increased level of effort not to last longer than twelve months in duration. Task Order Labor shall not be requested, or issued, on a consecutive or recurring basis for the same level of effort in an attempt to circumvent the temporary nature of Task Order Labor. Task Order Labor shall be within the scope of the contract, issued for a defined period of performance, and be within the maximum dollar value of the contract. The Government will utilize the labor categories and rates provided at time of proposal by the Contractor to establish and substantiate proposals provided by the Contractor for Task Order Labor.

The request for Task Order Labor shall be initiated by the Air Force to the DLA COR to be provided to the Contracting Officer. All requests for Task Order Labor shall provide a detailed description of the work to be performed, location of the work to be performed, and the period of

performance of the work to be performed. Pursuant to FAR 52.216-31, the Contracting Officer shall request a formal proposal from the Contractor and execute a written delivery order for every instance of Task Order Labor. Upon receipt of a request for proposal for Task Order Labor, the Contractor shall submit a formal proposal to the Contracting Officer detailing the proposed time and material rate(s), job code(s), job description(s), rate validity dates, estimated hours per week, estimated weeks, the number of Contractor personnel required for the period of performance, overtime hours (if necessary), and the proposal value. The proposed time and material rates shall be negotiated and pending settlement a written delivery order will be issued to the Contractor for the estimated value. The Contractor will notify the Contracting Officer when costs incurred will exceed 85 percent of the estimated cost specified in the delivery order in accordance with FAR 52.212-41(i) - Payments. Upon completion of the work, actual hours incurred, and material costs expended will be invoiced by the Contractor in accordance with FAR 52.212-41(i) - Payments.

The Contractor shall ensure that Task Order Labor employees enter their hours worked daily and submit their timecards by close of business on every Friday. The timecards must be accessible in hard copy and/or electronic format to the Government and must contain, at a minimum: date worked, title/shift, description of work, hours, rate per hour, total cost regular/overtime, job number, weapon system, location, task order number, employee name, and Air Force or Contractor supervisor overseeing the work. A copy of the completed timecard (Task Order Labor Summary Report) shall be provided to the COR and Contracting Officer on a monthly basis during the Task Order Labor period of performance in accordance with Section 10. All Task Order Labor cost data will be reported down to the Resource Control Center (RCC) level. Contractor must provide invoice no later than 45 days following completion of Task Order Labor.

## **2.7 Items of Supply**

Items of supply will be provided in two ways: (1) to customer sites and (2) directly to the customer or DLA Depots in support of worldwide requirements as indicated on the order.

## **2.8 Schedule of Items (SOI)**

The SOI is the list of replenishment parts and industrial hardware developed by the Government and required for the support of the customers' maintenance mission, overhaul, and repair of its weapons systems and related equipment. The required material to be provided by this contract will be identified by the National Stock Number (NSN), part-number and manufacturer's code, drawing, or nomenclature. The SOI is segmented; approximately 75% of the SOI items are identified as DLA sourced and the remaining 25% are identified as commercially sourced items. Given the nature of the requirement, it is anticipated that additional items meeting the definition of bench stock/consumable material may fall within the scope of this contract in the future and be added to the SOI. The items applicable to this SOI are consumable items that have regular and recurring demands by the Government. Single bins, Kit List of Materials (LOMs), and NSNs should typically have at least 4 demands in the previous 12 months. Items that do not meet this consumption history are candidates for deletion. Quarterly, the Contractor will submit a list of items meeting the deletion criteria to the contracting officer requesting the item's deletion. The contracting officer shall provide a decision on the deletion requests within 30 days of receipt. Deletions may refer to removal of a bin, removal of the kit line item, or removal of an NSN(s) from the SOI.

The SOI is subdivided into the following categories:

**DLA Sourced Items:** Items that are required to be sourced via Government source of supply.. These items may be eligible for transition to commercial sourced if a 10% cost savings over the Standard Unit Price (SUP) is realized.

**DLA Mandatory Sourced Items:** Items that are required to be sourced via Government source of supply and are not eligible for transition to commercial sourced. These items are CSI, FAT, and DNA marking.

**Commercial Sourced Items:** Items that are sourced by the IPV Contractor. A core list of items will be identified and priced as part of the solicitation. Commercial items may be eligible for worldwide support if the total of the 3 ALCs account for more than 50% of the demand.

To the extent that the Contractor is not required to use Government sources of supply, the Contractor shall qualify its network of manufacturers under its source selection process. These suppliers must meet all requirements for qualification as a source of supply under Government contracts and must not be cited on the list of parties excluded from Federal Procurement or Non-Procurement Programs (EPLS) website at <https://www.sam.gov/portal/public/SAM/>, within 24 hours prior to delivery of material.

## **2.9 Deliver Material On-Site to the ALCs**

To achieve optimum performance at the customer site, for covered items that are commercial sourced, the Contractor shall employ customary methods of logistics support, including but not limited to, best commercial practices, analysis of customers' needs and planning, and the maintenance of information systems for purchasing, quality control, inventory control, and distribution. CONUS items will be warranted for a minimum of 1 calendar year from Government receipt.

The Contractor shall establish a process ensuring a flow of replenishment parts and industrial hardware to the customer- site work area. As the Contractor assumes responsibility for support of specific replenishment parts and industrial hardware, the Contractor shall maintain the inventory at levels to ensure all materials are available to the mechanics or mechanics at or near the work center, when the mechanics require such replenishment parts or industrial hardware for the maintenance, overhaul, or repair of military weapons systems or other related military equipment.

The Contractor shall maintain purchasing records as are necessary for the proper administration of provisions of the contract.

The Contractor shall establish processes that will maintain levels to ensure the required number of parts will be available to the mechanic each time they attempt to draw parts from the bin.

The Contractor shall be responsible for the inventory management of all parts needed for the bins including inventory, ordering, receipt, and replenishment. The Contractor support of bench stock bins shall include: recurring visual inspection of each bin to ensure appropriate levels of material are maintained as well as verifying that bin stock is not above the allowable bin quantity, identification and replenishment of low and empty bins, providing parts status, and coordination with DLA and Air Force personnel for adding and deleting items from the bench stock.

The receiving function includes offloading of freight, including proper handling, inspection (kind, count, condition visual inspection), checking packaging, markings, and reporting discrepancies of all incoming material and routing that material to the end user. Proper identification and classification of material may require in-depth research. To the maximum extent possible, unless otherwise directed by the COR, the Contractor will be required to remove all material being delivered to a BSL or in a kit from its original packing. Some items shall remain in their original packaging due to factors such as, but not limited to, CSI, shelf life, cure dates, lubricant requirements, or fragile material such as light bulbs.

The Contractor is responsible for maintaining shipping documentation, required certifications,

and ensuring required Government source inspection was performed or waived by the Government quality control personnel prior to delivery to the end user.

The IPV Contractor shall transport parts from the Contractor warehouse to bins in a manner consistent with best commercial practices, safeguarding the condition of the common hardware at the time of inspection and acceptance.

The Government will perform random audits of the bins to validate material delivery as well as kind, count, and condition.

The Contractor shall be responsible for labeling (bar-coding/identifying) all bins supported under the contract and ensuring what is in the bin matches the label. CSI, Shelf Life and Precious Metals information must also be available on the bin labels. During the period where new items are being added to the Contractor's "sourcing" list (newly priced commercial sourced items), the Contractor shall code the requisitions to the Government source of supply as "non-recurring".

The primary bin location must accommodate the max level authorized in the bin. Bin levels can be set in eaches even if the ordering unit of measure is other than each (EA) for items with ordering unit of issue of HD, LB, etc. The Contractor can only place material into the bin up to the max level. Sub locations for material are only authorized on a temporary basis or if the nature of the item will not accommodate a typical bin. The Contractor will reconfigure to allow the maximum level to fit in a single location or in a case where the physical size of an item will not allow it to reasonably fit into a bin.

#### **2.10 Deliver Material to DLA (Worldwide Demand Orders)**

For items designated in the schedule as worldwide demand items, the Contractor will deliver ordered items directly to a customer or to the DLA Supply Depot(s) or other DLA locations DoDAAC, within the continental United States, excluding Alaska and Hawaii, in strict accordance with the delivery orders issued. Acquisition Advice Code (AAC) H NSNs will be excluded from Worldwide Demand Orders. Supplies covered by delivery orders (DO) shall be sourced through the Contractor's commercial supply chain. All delivery orders will be sent electronically. Delivery times will be negotiated by line item at the time of addition to the contract. Inspection/acceptance requirements will be noted on each delivery order.

Inspection/acceptance of items will be designated as either destination or source inspection and acceptance. All inspection requirements will be included in the technical specifications and quality provisions data that will be provided by the Government.

All deliveries will be packaged, marked, and barcoded in accordance with the specifications of the DO at the Contractor's expense. Commercial packaging must be adequate to ensure all supplies are delivered without damages and to withstand normal government storage without degradation of the items furnished. The applicable Warranty provisions are noted in the contract.

- a. Delivery Order/Modification Distribution: Vendors will receive notice of the awards via posting on the DLA Internet Bid Board System (DIBBS) at <https://www.dibbs.bsm.dla.mil>. Delivery orders will be available for viewing on the DIBBS Website.
- b. Registration is required to receive a DIBBS logon account and password. If your company experiences difficulties while in DIBBS, contact DibbsBSM@dlamail. Users are required to abide by the DIBBS User Agreement.

#### **2.11 Packaging Requirements**

The Contractor shall ensure that, throughout its supply chain, its parts vendors, suppliers,

and subcontractors preserve, package, and pack all items in a manner that will ensure their preservation and protection in accordance with ASTM D3951 for commercial packaging. Packaging considerations shall include shelf-life, electrostatic discharge sensitivity, temperature sensitivity, and fragility of contents.

Worldwide demand orders will be packaged in accordance with the packaging requirements (MIL-STD 2073 MIL-STD\_129 and MIL- STD 130) per the technical data identified on each individual delivery order.

MIL-STD-129 packaging standards will be required for all shelf life and CSI items at all supported locations in this contract. Additionally, MIL-STD-129 data (CAGE code and contract number) will be required at time of stocking at vended locations. Open bins will not require the package with CAGE code/contract number (except for shelf life and CSI items). Vended locations will require it to be entered at time of stocking transaction, while keeping shelf life and CSI items in packages. Kitted material will be managed the same as open bin material.

#### **2.12 Receipt and Receiving Responsibilities**

The Contractor shall perform visual and physical examination, identification, and receipt of a wide variety of material and parts. The Contractor shall conduct a kind, count, and condition visual inspection to ensure no deficient product is received.

Deliveries to the ALCs may occur multiple times throughout the day. To satisfy the daily Material Receipt Acknowledgment (MRA) requirement, the Technical Assistant (TAs) will conduct a daily 10% sampling MRA audit on material at the Contractor's Local Distribution Center (LDC) awaiting delivery to the ALC. Upon arrival of the Government representative at the LDC, the Contractor will provide a daily MRA report to them for use in completing the sample audits. The MRA report will reflect all bin receipts and deliveries.

#### **2.13 Office and Storage Space**

The Contractor may choose to obtain offsite office and storage space, appropriately furnished and staffed to meet the performance requirements of the contract. All costs associated with offsite space shall be borne by the Contractor and be included in the price proposal requirements of the contract.

### **3 Material Sourcing**

#### **3.1 Covered Items of Supply**

High volume material with a unit cost below \$300 (\$800 for avionics), as defined in separate Air Force policy, are the primary focus of the support required under this PWS. However, applications such as kitting may require low volume use items which are deemed essential to the successful accomplishment of the Air Force's mission.

These kits contain a number of designated consumable spare parts provided in a container. The types of items the Contractor will be required to provide are consumable spare parts that are normally stored at or near the point of use where mechanics are employed in the maintenance, overhaul, and repair of weapons systems and related military equipment. The Contractor will convert the items to 'eaches' to support the schedule of items, regardless of the DLA unit of issue. Items covered by this PWS are generally cataloged under, but are not limited to, the following Federal Supply Classes (FSCs): 1005, 1010, 1015, 1025, 1240, 1280, 1290, 1377, 1560, 1620, 1630, 1650, 1660, 1670, 1680, 1730, 2090, 2510, 2520, 2530, 2540, 2590, 2610, 2640, 2805, 2815, 2835, 2840, 2910, 2915, 2920, 2930, 2940, 2990, 3010, 3020, 3030, 3040, 3110, 3120, 3130, 3439, 3455, 3820, 3830, 3940, 4010, 4020, 4030, 4130, 4140, 4210, 4240, 4310, 4320, 4330, 4540, 4710, 4720, 4730, 4810, 4820, 4910, 4930, 5110, 5120,

5130, 4133, 5136, 5305, 5306, 5307, 5310, 5315, 5320, 5325, 5330, 5335, 5331, 5339, 5340, 5344, 5345, 5350, 5355, 5360, 5364, 5365, 5420, 5640, 5805, 5905, 5906, 5910, 5920, 5925, 5930, 5935, 5940, 5945, 5950, 5960, 5961, 5962, 5970, 5975, 5977, 5980, 5985, 5990, 5995, 5999, 6105, 6110, 6115, 6130, 6135, 6140, 6145, 6150, 6160, 6210, 6220, 6230, 6240, 6250, 6260, 6310, 6350, 6365, 6510, 6515, 6530, 6545, 6620, 6625, 6635, 6640, 6645, 6650, 6680, 6685, 6695, 6810, 6830, 6850, 6930, 7240, 7340, 7350, 7510, 7530, 7690, 7920, 8010, 8030, 8115, 8125, 8140, 8305, 9150, 9160, 9320, 9330, 9340, 9390, 9505, 9510, 9515, 9520, 9525, 9530, 9535, 9540, 9905

BLS Category WPU142 (Aircraft and aircraft equipment) mapped to the following FSCs: 1560, 1670, 1680, 2030, 2810, 2835, 2840, 2915, 2925, 2935, 2945, 2950

BLS Category WPU 1081-05 (Aircraft fasteners, except plastics including aerospace) mapped to the following FSCs: 5305, 5306, 5307, 5310, 5315, 5320, 5325, 5360.

### **3.2 Item Additions/Deletions**

From time to time, items may be added to, or deleted from, this contract, as the requirements of the customer dictate. These items may be spare parts cataloged under the FSCs listed in this contract which were not identified at the date of contract, but since have been determined to be items having application to the maintenance mission of the DLA customer. Alternatively, these items may be new spare parts resulting from modifications and upgrades to specifications, or to the design of a particular weapons system. The Contractor shall incorporate added items by adjustments to its management information system along with any other requirements data for integration into the Contractor's supplier management process. Conversely, items may be deleted from the contract because they no longer are required, or they have otherwise become obsolete. With respect to any item added to this contract, the Contractor must furnish an item, which is in strict accordance with the technical requirements specified in the Government's technical data and quality provisions as designated by the specific NSN. All additions, deletions, or changes for items using open bin or automated bin solutions shall be the responsibility of the Contractor.

Material acquired by the Contractor but later deleted from the SOI through no fault of the Contractor, shall be considered a partial termination for convenience and subject to a DLA buyback of material at the unit price applicable (inclusive of the economic price adjustment (EPA)) at the time of the material deletion. Additionally, material buyback also applies to excess inventory in the Contractor's possession at the end of the contract. Material buyback will be limited to 3 months of requirements, (as of the last day of the month preceding the deletion) calculated as the sum of the bin max levels for that NSN multiplied by 3 and any kit LOM requirements multiplied by the kit Monthly Demand Requirement (MDR) levels also multiplied by 3. For DLA sourced material, the Contractor shall first return any unopened items in their original packaging to DLA for credit under applicable return processes for DLA customers. If a DLA sourced item is not eligible for return based on obsolescence or technical changes, the material will be subject to the buyback described above and disposition instructions will be provided by DLA.

Buyback of commercial sourced items may be accomplished via issuance of a delivery order as described in Section 2.10 of the PWS to include packaging requirements. CSI and shelf life material must be in the original packaging. The Contractor will ensure other buyback material is packaged, marked, and bar coded in accordance with the specifications of the delivery order. Material not subject to buyback for obsolescence or other reasons shall be disposed of by the Contractor at no additional cost to the Government. Additions of items shall be by supplemental agreement. Deletions shall be by unilateral modification.

#### **3.2.1 Addition of Items**

Within ten (10) days after the Contractor's receipt of the contracting officer's instruction that an item be added to the contract, the Contractor shall commence replenishment to include: establish the item in the Contractor's information system, obtain the storage bin from the Air Force or have a new Autocrib in place and operational, and initiate a material order in accordance with the IPV Change Request Form (Attachment 19). Unusually large numbers of items being added at one time may require additional time to first purchase bins. The Contractor will initially source the item from DLA. Subsequently, the item may become a candidate for commercial sourcing. Items not available from DLA to meet the bin requirement are subject to the DLA backup process. However, metrics will not apply until items are modified into the contract and the conditions outlined in H-902 are met. The Contractor will accept adds, changes, and deletions approved by the local COR office representative and will commence initial support to include configuration changes and placing material orders prior to formal notification from a contracting officer in accordance with the IPV Change Request Form. Any changes to initial requirements prior to and after incorporation into the contract resulting in excess material shall be subject to buyback conditions in Section 3.2

### **3.2.2 Deletion of Items**

Within five (5) days after notice from the contracting officer or COR to delete the bins, the Contractor will suspend replenishment and visibly identify the bins being deleted. The Contractor will cancel all due-in shipments. Any due-ins that cannot be cancelled will be received and should be processed for immediate return, as appropriate. No later than 10 business days after authorization of deletion by the contracting officer or COR, the Contractor will remove material from the location and deliver all material bagged and marked with NSN, P/N, and nomenclature to a location designated by the COR for disposition by the Government. Any item that is no longer available through commercial sources of supply shall be submitted to the contracting officer to change the item to DLA sourced or remove from contract within 30 days of written notification from the Contractor to the Contracting Officer. Any items deleted are subject to the buyback conditions in Section 3.2.

### **3.3 Sourcing of Covered Items of Supply**

Except as otherwise directed by the contract, or by the contracting officer, the Contractor will employ the designated sourcing channel (Contractor or DLA), its finances, and its supply chain management capability, to obtain items for support of planned and unplanned requirements under this contract.

For DLA Sourced and DLA Managed items identified in the SOI, if DLA has the item(s) in stock, the Contractor is required to source the item(s) from DLA. If DLA does not have the item(s) in stock, the Contractor may source from its available vendors. The Contractor must report this DLA backup activity utilizing DLA's Demand History Adjustment (DHA) transaction and report on this per Section 10. Mandatory DLA items (CSI/FAT/DNA Marking) must be sourced through DLA.

#### **3.3.1 Sourcing Order of Priority**

Unless otherwise authorized or directed by the contracting officer, the Contractor shall apply the following order of priority in providing all parts to all ALC sites:

- 1) Attrition of Air Force owned ALC-site inventories at local site in which requirement exists
  - The Contractor must identify via a quarterly report as stated in section 10.5 when they have exhausted all local stock priority order sourcing. The AF may then choose to transfer excess stock from one ALC to another and the gaining ALC will coordinate with the losing ALC and pay shipping costs.
- 2) DLA Managed or Sourced items as designated in the SOI (except as otherwise allowed in Section H-907)



3) Contractor commercially sourced

Levels for ALC-site inventories will be cited in the Final Implementation Plan. The Contractor will notify the DLA COR in writing or by electronic means to coordinate efforts in verifying if attrition is no longer required.

**3.3.1.1 Exceptions to Sourcing Order of Priority**

In the event that adherence to the above sourcing order of priority will interfere with the Contractor's compliance with the performance metrics set forth in the contract, the Contractor shall notify the contracting officer by written or electronic means of the nature and extent of the interference and may request authority to deviate from the order of priority.

Vendor's request for authorization to deviate from the order of priority and be allowed to exclude stock on hand for DLA Managed or Sourced items at OCONUS locations has been granted.

**3.3.2 DLA Backup Material**

In the event of a DLA-sourced material outage, the Contractor is expected to purchase inventory to rectify gaps in DLA

sourced supply. The Contractor has gap buying authority in accordance with H-907. As with all material supplied to the Air Force under this contract, DLA Backup Material must meet technical and quality requirements and be from approved sources. Material exceptions are DLA Mandatory-Sourced Items cited in Section 3.4.1.

Backup Reports: All DLA backup buys must be recorded in the Contractor's information system and reported, per Section 10, to the Government in the formats prescribed in the contract. Additionally, the Contractor is responsible for entering Demand History Adjustment (DHAs) for all material provided as DLA Backup.

**3.4 Technical Specifications and Quality Control Requirements**

The Contractor shall institute a corporate quality control program that ensures the spare parts received from its suppliers and provided to the Government are in strict accordance with the technical specifications and quality control requirements as specified by the Government for the item. Under all circumstances, regardless of the source of supply, all products shall conform to the most recent technical requirements as defined by DLA. In order for the Contractor to determine the technical requirements, required sources of material, and applicable quality standard for a given part, the contracting officer will provide a technical data file monthly. In the event of a conflict between the technical data file and the purchase order text (POT), the POT shall be deemed the most current and shall be given precedence. Any changes in, or substitutions or replacements for items may be made only with the prior approval of the contracting officer. The Contractor may make recommendations for alternate, substitute, or replacement parts for a specific NSN in accordance with the specific provisions of the contract. However, no alternate, substitute or replacement part may be furnished unless and until the Contractor has been advised by the contracting officer of the acceptability of that alternate, substitute, or replacement part. Further, unless otherwise provided by the contract or this PWS, or as otherwise authorized by the contracting officer, the Contractor shall:

1. Apply the highest standards practiced in the commercial marketplace.
2. Establish suppliers' parts qualifications, accomplish supplier delivery and quality performance reviews, and evaluate processes to ensure 100% technical specification and quality compliance.
3. Ensure its parts vendors, suppliers and subcontractors comply with all applicable Qualification Data Sheet

- (QDS), Qualified Products List (QPL), Qualified Supplier List for Manufacturers (QSLM) and Qualified Suppliers List for Distributors (QSLD) requirements, as specified by DLA technical requirements for the spare parts and industrial hardware.
4. Ensure its parts vendors, suppliers and subcontractors incorporate a system for obtaining, handling, and supplying Original Equipment Manufacturers (OEM) certified parts and such system is included in contractual instruments with vendors, subcontractors, and suppliers throughout the entire supply chain.
  5. Ensure its parts vendors, subcontractors, and suppliers establish and maintain a system or processes providing clear traceability to the actual manufacturer of the parts.
  6. Establish and maintain a process for inspection of incoming supplies for compliance with contract requirements. In addition to any physical inspections, the Contractor shall ensure all certifications and traceability documents will be available to DLA for review, as needed. Supplies found to be nonconforming shall be segregated from supplies to be delivered to the customer site bins or other designated storage locations, and in no event shall such nonconforming supplies be furnished under the contract.
  7. Conduct periodic audits or reviews of the quality control processes and procedures of its vendors, subcontractors, and suppliers and shall monitor its vendor qualification process on a continuous basis. Additionally, DLA reserves the right to review the Contractor's quality processes.
  8. Develop procedures to notify the Government if the Contractor's suppliers notify them of nonconforming material if it was not previously discovered by the Contractor or Government. Subsequent steps may be required to isolate and recover nonconforming material. If the Contractor has already invoiced the Government for nonconforming parts, the Contractor shall replace the material at no cost.
  9. KC-46 items must be traceable to the original manufacture and the material delivered to the end user must have one of the following means of traceability:
    - An 8130 form. This is standard industry form for FAA certified parts.
    - A military standard 129 label. This is for military specification hardware and should contain both a contract number reference and a procurement CAGE code and LOT number.
    - A certificate of conformance (COC)
    - Technical Standard Order (TSO)
    - EASA Form 1
    - Boeing Material Certification
    - BDSI Trace to Boeing

### **3.4.1 DLA Mandatory-Sourced Items**

Items under this program that are considered mandatory-sourced from DLA include Critical Safety Items (CSIs), items requiring First Article Testing (FAT), items requiring DNA marking (FSC 5962), and items classified FAA certified— coded SPC-46. The contracting officer may specify additional mandatory-sourced items at any time over the life of this contract and will notify the Contractor, as such. The Contractor may recommend items that should be DLA mandatory- sourced for review and concurrence by the contracting officer. Items previously bought and in possession of the Contractor at the time of conversion to CSI or requiring FAT are subject to the buyback clause in Section 3.2.

The Contractor shall be responsible for entering Demand Data Exchange (DDEs) as described in Section 6.1 in a timely manner for DLA mandatory- sourced items.

#### **3.4.1.1 Critical Safety Items**

CSI shall only be provided by DLA. The Contractor is not permitted to provide CSI material from any source other than the Government. The Contractor shall not provide CSIs from their commercial sources regardless of the date the item becomes CSI. As part of their ongoing

material management and specifically as part of the receiving process, the Contractor is required to screen for any CSI on a continuous basis. CSI verification information can be obtained at <https://www.aviation.dla.mil/UserWeb/AviationEngineering/EngineeringSupport/CSI.htm> and will be provided as part of the daily data provided to the Contractor.

Any commercial-sourced items that become CSI shall not be delivered to the Government. If a commercial-sourced item becomes CSI, the Contractor must notify the contracting officer and provide the manufacturer and part number for the material in question for a determination by the Government on acceptability of that material. The Engineering Support Activity (ESA) will make the final determination.

When placing CSI material into the bin, the Contractor will leave the material in its original package. If the material will not fit in the bin, the configuration will be negotiated among the COR and the Air Force.

#### **3.4.1.2 First Article Test (FAT)**

In the event that FAT becomes a requirement for any commercial-sourced item on the SOI, the Contractor must notify the contracting officer and provide the manufacturer and part number for the material in question for a determination by the Government on acceptability of that material. The ESA will make the final determination.

#### **3.4.1.3 DNA Marking**

When items on contract are identified as requiring DNA marking, only items supplied by DLA will be accepted.

#### **3.4.2 Shelf-Life Management**

The Contractor shall develop and manage a Shelf-Life Management Program. The Contractor shall perform a quarterly review of all bins that contain shelf-life coded (SLC) material. The date of the first quarterly audit will be determined during the activation meetings and subsequent audits will be every 90 days thereafter.

The Contractor, using current Haystack information available via Defense Logistics Information Services (DLIS), shall on a quarterly basis use Haystack information to generate a list of all shelf-life material located in bins to audit. Each bin should have all parts removed from the bin to check that there is no expired shelf-life material in the bin. Each part will be reviewed, and the material will only be placed back in the bin if the material is properly marked with an expiration or cure date and has a minimum of 90 days of shelf life remaining. Material removed from the bin and not returned because it did not have a minimum of 90 days shelf life remaining will be returned to the maintenance shop supervisor for disposition per DoD Manual 4140.27. For all bins containing shelf-life material, the shelf-life code will be displayed on the bin labels. The Contractor will not be held responsible for parts returned to the bin by the maintenance shop supervisor that are potentially out of date or expired.

#### **3.4.3 Procedures the Contractor shall follow for Source Inspection**

When the Contract Technical Data File (CTDF) or the Purchase Order Text (POT) identifies a requirement for Source Inspection, the following applies:

- Provide a Certificate of Conformance for each NSN that has Source Inspection identified as a requirement in the CTDF or POT
- The Contractor shall maintain a copy of all Certificates of Conformance on file for the duration of the contract

### **3.5 Nonconforming Items and Returns**

#### **3.5.1 DLA-Sourced Nonconforming Items**

If an item obtained from DLA is determined to be nonconforming to contract requirements, DLA shall accept return of the material and replace the nonconforming items with items that conform to contract requirements.

In such instances, the Contractor will submit a Product Quality Discrepancy Report (PQDR) in accordance with DLA

Regulation (DLAR) 4155.24 or a Supply Discrepancy Report (SDR) in accordance with the DLA Instruction (DLAI) 4140.55 through the DLA system (Product Deficiency Reporting and Evaluation System (PDREP) and/or Web SDR) and will arrange for the return of the nonconforming material to the appropriate DLA facility. For product quality cases, the Air Force will provide a statement of discrepancy to the Contractor to be included in the record submitted into PDREP. For SDR cases, the Contractor will also perform any required follow-up actions for a particular SDR. The Contractor's receiving management information systems and procedures shall prevent to the greatest extent practicable, delivery to an Air Force bin or invoicing of material which is nonconforming per a visual inspection.

The Contractor may be required to "freeze" material if it is DLA sourced and DLA and the Air Force decide to freeze Government owned inventories. Refer to Section 5.1 to understand applicability to the FPA metric.

#### **3.5.2 Contractor Sourced Nonconforming Items**

The Contractor shall accept the return of any item which has been determined to be nonconforming to the requirements of the contract and shall replace nonconforming items with items that conform to contract requirements.

#### **3.5.3 Tracking/Reporting of Nonconforming Items**

The Contractor will inform the COR of any nonconforming material delivered to the bins (DLA or Contractor- sourced) immediately upon discovery. Notification of a nonconforming item shall include the quantity and date the material was placed in the bin, what bins contained the item, and the amount of nonconforming material removed from the bin. The Contractor shall maintain a system to track all issues and resolutions and provide a monthly listing of all nonconforming material identified to include the source of the material and actions taken to resolve.

#### **3.5.4 Returns**

The Air Force expectation is for the Contractor to record and process credit returns for material that is quality deficient. The mechanic will report the deficiency to their Production Superintendent who will, in turn, work with the DLA COR and Contractor to process the credit. The Contractor will immediately provide a replacement component of acceptable quality.

### **3.6 Bin-to-Bin Transfers**

Bin-to-bin transfers are the movement of Air Force material from one bench stock location to another. The need may arise to transfer material from one bin to another bin to meet mission needs, fill empty bins, or improve inventory efficiency. All bin-to-bin transfers must be recorded in the Contractor's information system and reported to the Government, per Section 10, in the formats described in the contract. The Contractor shall track all gains and losses for applicable shops and make necessary supply adjustments to reflect the transfers of material. For specific bin- to-bin requirements for vending, see Section 7.6.

### **3.7 Bin Minimum and Maximum Levels**

Maximum bin levels will be initially set by the Air Force. The Contractor is responsible for capturing and reporting consumption data. This consumption data may be used to calculate

the maximum inventory level baseline during the second year of performance. Usage will be calculated based on ((inventory in bin + inventory added) – (inventory remaining in bin)).

The Air Force has established maximum bin levels as reflected on Attachment 4. Minimum and maximum levels will be evaluated periodically. After the transition period, the Contractor may adjust min/max bin levels with Air Force approval. In accordance with Attachment 18 – Annual Bin Max Recommendation Schedule, the Contractor shall submit maximum (max) level changes on a rolling schedule at the beginning of each quarter as agreed to between the Air Force and the Contractor in which all bins are reviewed within every twelve-month period. For vended locations, the Contractor will be responsible for establishing the appropriate bin levels that ensure the material is available at the time of mechanic need. All max level changes shall be submitted with justification to the contracting officer within the first 15 days of each quarter for the bins that are agreed to be reviewed for that quarter. The max level change recommendations are to be determined utilizing data based upon the last 15 months of bin deliveries. The contracting officer shall provide a decision on the max level changes for each quarter within 45 days of receipt. If changes are not accepted or a response received within 45 days, FPA/MWT disincentives shall not apply to an FPA failure. FPA/MWT disincentives shall not apply to an FPA failure. If the Air Force does not agree that the FPA would have been mitigated by the recommended increase, the Air Force must provide justification to the contracting officer, who will make the final determination if an exception is granted. Upon receipt of the contracting officer's decision, the Contractor shall be responsible for adjusting the bin levels exclusive of the Item Consumption Rate (ICR) process. However, any adjustments to bin levels, not associated with the process outlined in this Section, shall be handled by the Air Force via the ICR process.

In the event that Government inspections indicate the maximum inventory level has been exceeded, the Government shall only be financially liable for the stated maximum inventory value.

The Contractor will not be held responsible when material has been returned to the bins in an amount that now puts the total bin quantity above the maximum bin level. The Contractor will not be held responsible for material exceeding the maximum level unless they have affected a Gen IV delivery to that bin.

The vendor must further coordinate with the COR to store excess Air Force owned items within the Contractor facility. Material will be rolled into the Sourcing Order of Priority or, if not consumed, returned to the Air Force for disposition, see Section 7.7.

### **3.8 Demand Analysis and Planning Requirements**

To provide optimum support to the customer site, the Contractor shall employ best commercial practices to plan, obtain, and distribute replenishment parts and industrial hardware and maintain a system of inventory control, storage, and distribution to meet the customers' estimated requirements. Specifically, the Contractor shall track consumption, perform demand analysis, and plan future demand on each item for which it has assigned bin replenishment support at a customer site during performance of this contract, regardless of supply source. The Contractor shall provide monthly consumption reports in support of its invoices for bin replenishment at the site per Section 10.

The Contractor shall also track consumption and provide a recommendation with respect to items acquired repetitively under the backup provision. The extent to which backup was required because an item was not available from an approved Government source of supply source shall be included in the recommendation and shall be specifically identified.

### **3.9 Audit Rights**

The Contractor agrees to maintain accurate business records, books, and account

information relating to the products purchased under this contract, including records relating to shipping, billing, and payments, and to retain the same for the duration of the contract. All such records, books, and account information, and any inventory of products produced and/or shipped exclusively for this contract, may be audited or inspected by the DLA contracting officer or his/her authorized representatives upon reasonable notice at all reasonable times.

The DLA contracting officer or his/her authorized representative may use audit software to access any such records, books, or account information maintained by the supplier in electronic form.

#### **4 Inventory Management**

The Contractor will obtain material, in accordance with the order priority established in this PWS and the contract SOI designated sourcing. The Contractor shall replenish the bench stock location based on established maximum levels.

##### **4.1 Point-of-Sale (POS)**

###### **4.1.1 Bench Stock Location at Contract Start-Up**

For the purpose of this acquisition/program, Point-of-Sale (POS) is defined as placement of the material into the bin. It is at this point that the ownership of material transitions from Contractor-owned to Air Force owned and the "sale" is recorded.

The Contractor's proposal and implemented POS solution must not take the mechanic away from their workstation and cannot create excessive mechanic queue times. The POS solution at contract start-up must utilize the existing BSLs and bench stock storage units (bins, racks, etc.) and vending machines.

The Contractor shall capture and report the following data within their Management Information System:

- Bin and shop location for each bin replenishment
- Any FPA failure including date, start time, unique AF employee identifier, and whether the failure pertains to a bin or kit
- Apply any exception criteria to the FPA submitted at the time of submission
- MWT for all reported outages
- Closure of each outage when mechanic demand is satisfied
- Kitting requests, kits delivered, and whether the kit was complete or incomplete upon delivery

The Contractor shall provide and maintain an electronic system for reporting FPA instances by the Government and tracking time from opening to closing the instance. For Vended locations, FPAs will be automatically reported to the vendor system of record. An FPA transaction is represented as an "IX" transaction in the Autocrib database. The contractor shall utilize the Autocrib API service on an hourly basis to report the FPAs. The contractor may also choose to query other data tables during the hourly "IX" query to search for exception criteria. For open bin locations, the mechanic or Government representative will report FPA instances utilizing this electronic system. This electronic system will notify the DLA COR of all instances of FPA failure. Any reported outages shall only be reported and documented once per mechanic per bin. Only one instance per mechanic per bin can be counted against the metric within a 48 hour period. The Contractor will not be charged another FPA failure if the same mechanic places a demand upon the same bin (within 48 hours) until the bin has been filled and the original FPA failure closed. Where multiple failures are reported against the same NSN by the same Mechanic ID, a Job Control Number shall be provided. Only after the next fill/depletion cycle will the Contractor incur another MWT failure on the same bin. Multiple failures can be reported against the same NSN if located in different bin locations provided it is for a different

requirement. However, multiple failures cannot be reported for the same requirement against the same NSN even if located in different bin locations. Any agreed to exception criteria will be applied to the Contractor system of record and will be the Contractor's responsibility to ensure it is applied accurately.

The data collected from the Contractor shall be reported to the Government as specified in the Deliverables section of this PWS. In the event of an FPA or MWT failure, the Contractor shall record the wait time for resolution and provide a daily report to the Government of all instances of FPA and MWT failure.

#### **4.1.2 Bench Stock Location In Option Periods**

For KC-46 items, bins will be NSN and lot number specific to prevent comingling of lots both on base and at the Contractor facility. (i.e. BIN 1=NSN 1 Lot A; BIN 2=NSN 1 Lot B)

#### **4.2 Contractor Provided Kitting**

The Air Force Production Support Section (WSSC/EPSC) Chiefs or their designated representative has the responsibility for kit configurations within their organization along with the acceptance/rejection of kits for FPA purposes. The Air Force will provide a List of Materials (LOM) for each kit or provide access to current Air Force systems without modification regarding kitting. The lists shall include the part number, NSN, nomenclature, and quantity for each item in a kit. The Air Force shall notify the Contractor of any changes to the material lists and initiates a kit request for a new kit or change request for an existing kit. Kit LOMs shall be provided to the Contractor in MS Excel format and standardized across all 3 ALCs. The kit request includes a LOM or a revision to an existing LOM. Current Kit LOMs are provided as Attachment 3 of the RFP. The Contractor will only be required to supply the latest Kit LOM configuration which can be identified as the configuration with the most recent date in the kitting attachments.

For the purpose of kitting, the Contractor shall establish a staging area for completed kits at their offsite kitting location. Point-of-Sale (POS) for kits is defined as the placement of a completed kit in the designated staging area established by the Contractor or in the Government kitting area. It is at this point that the ownership of the completed kit transitions from Contractor-owned to Air Force owned and the "sale" is recorded. The Air Force will establish maximum levels for each completed kit in the designated staging area based on 30 calendar days of kit requirements as listed in Attachment 3. All completed kits in the designated staging area will be Government owned material. The Government will not be required to purchase any kits above the maximum level established by the Air Force.

The Air Force may provide kit containers as Government Furnished Property as shown in Attachment 20 and additional containers needed will be provided by the Contractor; however, it is the Contractor's responsibility to furnish any labeling materials or additional materials needed. If the kit is to be delivered in bags, it shall be the Contractor's responsibility to provide the bags. The Contractor may recommend best practices and/or provide recommendations for kit containers. The Contractor will be responsible for owning and maintaining inventory control for kit components until the completed kit is placed in the staging area kitting bin.

Upon receipt of a kit order from the Air Force, the Contractor will deliver the kit from the staging area to the mechanic work center or Air Force designated location. Kits must be accepted by the Production Support Section (WSSC/EPSC) Chief or their designated representative. The Production Support Section (WSSC/EPSC) Chief or their designated representative has the following options:

1. Accept full kit—no FPA failure
2. Reject partial kit—FPA failure

3. Conditionally accept partial kit—FPA failure and Contractor must provide missing material; MWT applies per Metrics section
4. Unconditionally accept kit with parts missing—no FPA failure
5. No full or partial kit available when requested – FPA failure

Upon kit consumption, the Contractor will then replenish the staging area as needed not to exceed the maximum levels reflected in Attachment 3. The Contractor will track status of all kits utilizing its Management Information System (MIS) per the requirements of Section 6 of the PWS.

The Contractor will also pick up expended kits, inventory, inspect, and replenish on a weekly basis or more frequently at the Contractor's discretion. The Contractor will be provided a maximum quantity for completed kits in the staging area and will have the authority thereafter to recommend adjustments to the maximum quantity levels with concurrence from the EPSC/WSSC Production Support Chief (or designated representative) and coordination with the COR. The Air Force may also adjust the maximum quantities for completed kits in the staging area.

Requests for new kits or changes to kits shall be initiated by the Government in accordance with the process outlined in the IPV Change Request Form and shall be acknowledged by the Contractor within three business days of receipt from the Government or the new kit or changes to kits will automatically go into effect. The Contractor will execute all changes as a result of new kit requests or revisions in accordance with the Contractor's process outlined in Attachment 19, the IPV Change Request Form. Changes as a result of revisions must be planned and orders placed to support the new revision must be completed within 30 days. Contractor will be required to modify kits that have been staged if requested by maintenance organization within 30 days of accepting the kit revision. This additional effort shall be part of the calculation of Fixed Price Kitting CLIN adjustments. Kits from staging that require revision will be marked as delivered to the Contractor's designated kitting location, and then returned and modified to the new kit configuration and returned to staging or prestaging if incomplete. Except as otherwise stated, completed kits shall be held to the same FPA and MWT metric as other IPV items and will be measured at the time of acceptance. Kitting components in the designated kitting areas are not subject to FPA and MWT and all component material contained within these areas will belong to the Contractor after attrition of Gen III Air Force owned kitting components. The Contractor will report kitting performance per Section 10 while performing in accordance with the Metrics described in Section 5.

The Contractor will monitor base kit inventory at each ALC as identified on Attachment 17, Forward Kitting Locations. Attachment 17 will be provided to the Contractor with Kit ID numbers, shelf levels, building, and building locations for stored kits to be monitored. Contractor will inventory and replenish Forward Kitting Locations. Shelf levels at the Forward Kitting Locations should represent a minimum of 14 days of kitting requirements. FPA failures may be entered if kits are not available on the shelf to support the current mechanic requirements.

Designated kitting areas may be available at WR-ALC and OO-ALC. Kitting areas contain bins the Contractor may utilize to store material used to build the kits. The Contractor may utilize Air Force provided kitting areas to store kit material, compile kits, and store completed kits (i.e. kitting staging area). However, if the amount of available space provided by the Government is inadequate, the Contractor must provide their own space. Within each work center where kits are delivered, the Contractor will work with the Air Force to establish kit return locations for returns of used kits.

The Contractor will provide a kitting discrepancy form that is available for Government use. When a kitting discrepancy is discovered after delivery, the Government will complete the kitting discrepancy form and provide it to the Contractor. The Contractor will investigate the discrepancies and implement corrective action or provide feedback as appropriate. When



applicable, the Contractor will implement corrective action to remedy an Air Force reported kit discrepancy for incorrect or missing item(s) at no cost to the Government provided it is reported within 30 days of the kit delivery/Government signed acceptance. The Contractor will exercise the option to bill the Government if the discrepancy claim is discovered outside the 30-day kit delivery/Government signed acceptance date. All expenses billable to the Government will be reimbursed through the annual reconciliation process. The 30-day discrepancy reporting window will begin on the kit delivery/Government signed acceptance date as recorded in the Contractor's kitting system. The Contractor will electronically scan the kitting discrepancy forms and provide them to the Government monthly. All nonconformance discrepancies shall be processed in accordance with Section 3.5, Nonconforming Items and Returns.

The point of sale of completed kits will occur at the time that the Contractor places the kit in the designated kitting staging area at the Contractor's facility (note: kits in this area are above and beyond the levels in the "Forward Kitting Locations."). At this point, the Contractor will bill the Government based on the Contractor provided items used to replenish the kits as reported in the Deliverables listed in Section 10. As kits are returned, the Contractor will inventory the kits. Material returned with the kit should be inspected to confirm that it is identifiable and that the revision level has not been changed. Material that is identifiable and at current revision levels shall be reutilized for kit replenishment. This inventory will establish the next delivery cycle charge for that kit. (As an example: Contractor bills Government \$250 for initial delivery of items in a 100% filled kit; mechanic consumes 50% of the items in production; Contractor inventories kit upon return and value of consumed items equals \$140; Contractor re-builds kit to 100%; Contractor charges Government \$140 material cost for next kit cycle rather than the full kit price of \$250.) Cycle continues so the Air Force pays only for material that is consumed.

The Government will conduct periodic auditing of this process in accordance with the approved Quality Assurance Surveillance Plan (QASP). The Air Force's goal is to expand kitting over the life of the contract.

#### **4.2.1 Kitting Function**

The Contractor shall provide adequate kitting personnel to support kitting operations. All kitting personnel shall be designated in writing (email is acceptable) and sent to the contracting officer. The Contractor shall provide telephone numbers and email addresses of the kitting personnel where these persons may be contacted. The Contractor's kitting lead or designee shall be available via email or telephone during normal business hours and must respond to requests within 2 hours of the request of the DLA COR or Air Force to discuss problem areas.

Responsibilities within the kitting function are, but not limited to: program management, supervision, communication, oversight of kit production and inventory of returns, material handling, assembly, and delivery of kits to support customer demand.

Contractor will write the date of kit completion on the kit list before placing the kit into the staging area. If kit is not fully complete, but delivery to the customer will be immediate, then the date of delivery will be written on the pack list.

The Contractor shall price the Kitting Function as part of the Management CLIN.

#### **4.3 Bins/Bench Stock Storage Units**

##### **4.3.1 Bin Management**

Open bins shall be provided and maintained by the Air Force. Any existing AutoCrib BSLs in

active status that are used for IPV under the Gen III contract at time of award. Unless otherwise provided by the contract, the Contractor shall use the bench stock storage units or bins currently in use at each site. In the event the bench stock storage unit does not adequately hold the material, the Contractor shall coordinate with the DLA COR to address the inadequate bench stock storage unit size. The Air Force will work with the Contractor to determine storage needs and location of bench stock storage units or bins.

Throughout the life of the contract the Air Force may be replacing open bins, cabinets, etc. with Point of Use Industrial Vending Machines. If it is determined that an automated solution is required to support the additional workload, the Contractor will be informed of the decision to transition from open bins by the AF and will coordinate the transition with the responsible ALC POC. The Contractor shall be responsible to restock the AutoCrib bins and integrate (See Section 7). The Air Force will provide a rollout plan.

A minimum of 24-hour notice shall be given to the Contractor by the DLA COR prior to any relocation, placement, or replacement of any bench stock storage unit. The Contractor shall be responsible for the general upkeep of the bin or other storage locations in which the material covered by this contract are maintained. The Contractor shall keep the customer sites and the areas around the bin or other storage units free from trash and/or debris caused by the supply of replenishment parts and industrial hardware.

In the event that one or more of the above assumptions are not met, the Contractor shall be subject to the metrics as outlined in Section H-902 as measured by the data submitted to the Government in the monthly Bin Validation Report and reconciled quarterly with an annual reconciliation disbursement.

## **5 Performance Metrics**

Performance metrics tracking will start upon site activation at each ALC. Prior to the first formal metrics cycle, the Parties (Air Force, DLA, Contractor) shall conduct a "dry run" of the metric computing and reporting process to allow all Parties to participate in the process and provide clarifications. The Government will conduct audits and inspections in order to validate performance. The Contractor shall provide all data to the DLA COR for metrics calculation. Additionally, all Contractor data will be accessible for metrics analysis.

### **5.1 Primary Metric: FPA**

The Contractor shall achieve a 99.5% FPA Metric rate for bench stock (bins and kits), defined as 99.5% of items available at the time of need by the mechanic throughout the life of the contract. An FPA failure is defined as material not available to the mechanic at the time of need; there is a limited amount of material left in a bin or designated storage unit to satisfy the mechanic's current need for material; the bins containing replenishment parts contain only parts not meeting quality assurance standards; or for kitting, a kit is not on-hand, is provided incomplete (does not contain all items on the LOM) at the time of kit need by mechanic, or contains nonconforming items.

The Contractor will provide the system of record for recording and tracking the performance metrics. The system will utilize the available data from the Autocribs to automatically enter into the system of record and record all reported FPAs, including if the max for that item/bin has been met. Additionally, the formula used to calculate an FPA is quantity on hand plus FPA plus quantity taken cannot exceed max.

In order for an incomplete kit to count as an FPA failure, the Production Support Chief (EPSC/WSSC), or designee, must conditionally accept a partial kit or reject the kit. Each FPA bin / kit failure will be reported by the Government in the Contractor's electronic reporting system described in the PWS Section 4.1.1.

A disincentive will apply for failure to meet 99.5% FPA. FPA metric failures will be measured by the aggregate number of Government reported material outages within a monthly reporting period. The first FPA evaluation date will be one month after site activation and subsequent FPA evaluations will be monthly thereafter.

FPA failures caused by "frozen" DLA sourced material will not count against the contract metrics.

Where multiple failures are reported against the same NSN by the same Mechanic ID, a Job Control Number shall be provided.

#### **5.1.1 Measurement**

FPA percentage is the percentage of success in fulfilling material demands, measured on a per mechanic per bin basis or per kit basis. The FPA percentage is calculated as the number of unsuccessful attempts by all mechanics to obtain a part or kit divided by the sum of the total non-automated bins supported plus the number of instances in which a mechanic requests a part from the automated bins or automated systems during the month plus the sum of kit MDRs (sum of the MDR for each kit ID). For example, if the mechanics request parts from an automated bin / automated system 5,000 times during the month, the Contractor is supporting 100,000 non-automated part bins, and the customer requests total MDR for all kits is 4,500, the denominator will be 109,500. FPA Metric will be calculated separately for each ALC on a monthly basis. For kits, an FPA Metric failure is defined as a kit that is not available within 24 hours of customer request, is not available at the forward kitting location as defined in Attachment 17, contains nonconforming parts, or is conditionally accepted by the Production Support Chief.

Performance measurement for FPA Metric will begin at site activation and will be measured on a monthly basis for the ALC sites. FPA Metric will be applied on an annual basis as the average of the monthly FPA Metric % to determine the disincentive (if applicable) and will be calculated annually. The disincentive (if applicable) will be calculated against the Level of Support CLIN and added to / deducted from the Level of Support CLIN payment. The disincentive (if applicable) will be deducted from the monthly payment following completion of calculation of the disincentive (if applicable) to be applied at the conclusion of each annual performance period.

#### **5.1.2 Exceptions**

New items added to the SOI will be permitted one lead-time for supportability expectations and will not be included in the FPA Metric calculation until the agreed to lead-time has expired. DLA-mandatory sourced items such as Critical Safety Items (CSI), items requiring First Article Testing (FAT), or items requiring Deoxyribonucleic Acid (DNA) Marking will be included in the FPA Metric calculation.

Kits that are provided/accepted as incomplete due to missing or new items within the first lead-time are not included in the FPA metric calculation.

The Parties have agreed at a minimum that there are certain exceptions to the FPA Metric calculations. Exceptions either automatic or negotiated with the DLA will result in the cancellation of the applicable FPA/MWT and metrics shall not apply. The exceptions that apply are identified within the PWS and include but are not limited to the following:

- FPA Metric automatic exceptions are as follows:
  - Exception for AAC "V" once all stock on hand is exhausted
  - Exception for AAC "X" & "Y"
  - Exception of all mandatory sourced DLA items with an unfilled DLA order from the Contractor greater than 10 days old.

- Exception for any bin FPA that has had cumulative deliveries exceeding the max bin level within the past 21 calendar days prior to the date of the FPA submission. The Contractor must provide the data to validate the deliveries.
  - Exception for FPAs against any item under PQDR investigation where the Contractor has been instructed to freeze the inventory per Section 3.5.1.
  - Exceptions for kits exceeding the monthly MDR.
- Vendor system of record must apply all of this exception criteria into the system logic rather than require Air Force/DLA manual process.

## **5.2 Secondary Metric: Mechanic Wait Time(MWT)**

The number of hours it takes the Contractor to remedy an FPA failure is called Mechanic Wait Time (MWT). MWT is calculated as the time it takes the Contractor to fill a bin / kit once it has an FPA failure, measured as the difference between the time the first FPA failure for a bin / kit is reported to the Contractor and when all FPA failures for the bin / kit have been remedied by the Contractor as verified by the COR. The Contractor shall remedy every instance of FPA failure within 24 hours throughout the entire contract period.

A tiered disincentive will be applied per bin / kit on which an FPA failure occurs that exceeds the 24-hour metric. An additional disincentive will apply for every 30 days in which an MWT bin / kit instance remains open. The MWT evaluation will begin upon site activation and subsequent MWT evaluations will be monthly thereafter.

### **5.2.1 Exceptions**

Items excluded from the FPA metric are excluded from the MWT disincentive.

## **6 Management Information System (MIS)**

The Contractor shall use a MIS that is compatible and interfaces with the Automated Order Tracking System (AOTS) at WR-ALC to automatically transfer FPA data from AOTS to the Contractor's MIS. The Contractor's MIS must provide complete, accurate, up-to-date information to DLA and the Air Force and must provide for systemic reporting as required by the contract. At a minimum, the Contractor's MIS will be required to perform demand analysis, appropriate inventory levels' analysis/adjustments, and interface with existing Government material management and distribution systems to facilitate ordering/requisitioning, receipting of material, and processing material receipt acknowledgment transactions. Information delivered to the Government under Section 10 will be delivered with unlimited rights. The Contractor's MIS may be required at a future date to allow real-time viewing of the Contractor's and Government owned inventory at each ALC. Any requirement for Contractor's current MIS to interface with an existing or new emerging system will require a Request for Proposal (RFP) and allow for reasonable proposal preparation costs.

The Contractor's MIS must provide for electronic commerce (EC/EDI) and MILSTRIP transactions. The Contractor shall have the ability to submit periodic electronic invoices and purchase order acknowledgement. The Contractor shall maintain a continuous record of consumption data. The Contractor shall track consumption by bin/customer site and perform analysis of demand trends to support the achievement of the contract performance metrics. The Contractor's MIS shall provide the following mandatory functionality:

- Maintain continuous record of consumption data
- Track consumption based on point-of-sale criteria
- Perform analysis of demand trends to support achievement of performance metrics
- Implement a kitting asset visibility tracking IT system which has "real time" capability to:

- Show all kit LOMs
  - View current kit inventory and location of kits
  - Show supportability of all items within a kit
  - Track kit consumption data at the item level
  - Build or adjust a kit configuration based on item consumption
- Allow efficient access to required reports and permit the downloading of data in Excel format throughout the life of the contract.
- Provide electronic invoicing, together with reports required to support payment
- Provide reports as needed or requested by DLA and/or the Air Force
- Have an integrated electronic order entry system
- Prevent delivery to the Government of any commercial-sourced CSI, not previously authorized by the contracting officer, regardless of date the item was designated CSI by the Government
- Establish a web page accessible by designated Government personnel to perform the following:
  - Ad-Hoc queries to obtain pertinent data including, but not limited to: NIINs, bin locations, DLA requisition number, and asset availability
  - Ability to record and report outages on open bins that tracks time from notification of bin outage to satisfaction of mechanic requirements
  - Search for kit LOMs to see current kit revision and line item configuration
  - Access repository of scheduled reports as listed in Section 10
  - Ability to submit a batch file to add, modify, and delete bins
  - Ability to research past bin change submissions
  - Access to view detailed PQDR information, including its status, submission date, and other relevant details
  - Ability to submit kit delivery requests
- Track initiated and accepted returns for credit and process financial credit transaction
  - See Section 7 for further Vending integration information.

#### **6.1 Demand Data Exchange (DDE) and Web Based Customer Collaboration (CC)**

The goal of the role of the IPV Contractor being involved in the Demand Data Exchange (DDE) and Customer Collaboration (CC) is to provide a forecast of demand in Government systems to allow for enhanced support to the customer by improving demand plan accuracy (DPA) via DDE and CC. This is a significant driver to simultaneously decrease inventory levels while maintain/increase Customer Service. The Contractor is responsible for inputting DDE information.

The IPV Contractor shall:

- Identify, in writing, the POCs specifically assigned to collaborate with the respective DLA Aviation demand planner and provide the contracting officer with POC name, phone number, and email address within two (2) days of contract start date
- Request collaboration training through the COR as appropriate
- Submit their DDE/CC requirements using the approved format via DoD Fedmall Manual Order Entry System (MOES)
- Collaborate in a manner that promotes stability in the DDE process. For example, prior to an NSN migrating in or out of the DDE/CC process, the IPV Contractor shall consult the DLA Aviation demand planner
- Review the DDE/CC data monthly with the respective DLA Aviation demand planner as required

- Adjust their analysis to accommodate unit of issue difference between IPV unit of issue (each) and DLA's unit of issue as applicable
- Submit DDE representing the intended order quantity for IPV ALC NSNs; i.e., the quantity that will be requisitioned from DLA Aviation in monthly buckets
  - Contractor will submit a DDE when DLA's forecasted Item Consumption Rate (ICR) is not aligned with IPV demands, using the DLA planning data and monthly "market share report"
    - DLA forecast is not aligned with IPV Demands (25% or more) compared to Contractor's forecast and the misalignment would create a supportability issue within 360 days or drive DLA into an excess stock position.
      - DLA ICR x IPV Market Share
  - When an ICR form is received indicating:
    - Sustained increase or decrease in demands - +/-25% increase for 3 months or longer
    - Notice of increase or decrease (temporary or permanent) in demands (i.e. – surge in depot requirements)
    - ICR's received by the third Thursday of the month will be processed in the current month
- Utilize DoD Fedmall SASOR to manage any supportability issues

#### **6.1.1 Demand History Adjustment (DHA)**

- Contractor will report DHAs for:
  - Material delivered for a DLA backup buy in accordance with Sections 3.3 and 10 of the PWS
  - "Work arounds" due to IPV material not being available when submitted by the Air Force using the DHA template.
    - Templates should be provided to the COR by the first week of the month.
    - Contractor will not submit DHAs for "work arounds" if not provided via the DHA template
  - Aged orders
    - Empty bin or FPA - DHA submitted for 80% of bin max every 30 days until filled
    - Must meet threshold quantity for alternate Unit of Measure (UOM) items
  - DHAs will be reported within 15 days of the beginning of the month for the previous month's deliveries
  - Material not delivered with the kit because material was not available at the time

#### **6.2 Supportability Analysis**

The Supportability Analysis Section of this PWS addresses the process of comparing known demand (actual or planned) to inventory on hand and due-ins and communicating deficiencies and projected stock out gaps over a time horizon. This process is integral to the Air Force Sustainment Center/DLA Integrated Planning Execution Sustainment Process (IPEX SP) and

reporting during the AFSC Commander's Aircraft, Propulsion, and Commodities Performance Reviews. The IPV Contractor shall provide "forward looking" material planning for the Air Force customer at OC-ALC, OO-ALC, WR-ALC, and GSUs, and align complex supportability processes with those of DLA and the USAF for IPV items. Supportability analysis metrics and issues may be reviewed as part of the PMR's.

#### **6.2.1 Objectives**

- Support to DLA IPEX SP activities to improve supportability
- Ensure 100% parts supportability of IPV items for established and future shop workloads
- May include special projects for specific customer targeted outcomes
- Identify potential problem and/or stock-out NSNs/bins
- Mitigate potential stock-out supportability constraints
- Stratify potential problem and/or stock-out NSNs/bins into red, yellow, and green categories over time horizons to aid in prioritization of mitigation activities
- Attend various Air Force and/or DLA meetings and brief supportability posture and mitigation actions taken on stock-out and/or potential stock-out IPV items
- Work in partnership with DLA and the Air Force supportability team members. This includes but not limited to: DLA Aviation Planning and Support (P&S) Division's Sustainment Specialists (SS), Customer Support Managers (CSM), and Deep Look teams, Air Force /DLA members of the Depot Supply Chain Manager (DSCM) IPTs, USAF planners, and the CORs' office to improve ALC parts supportability

#### **6.2.2 Scope**

The Contractor shall provide resources and associated equipment, tools, materials, supervision, and non-personnel services necessary to perform "forward look" supportability analysis of IPV bench stock items over multiple time horizons (supportability outlook).

- The IPV Contractor shall generate and distribute supportability assessment files
  - The files shall be posted to an IPV SharePoint site accessible to all Parties
  - A supportability assessment file for each ALC Maintenance Group will be produced monthly providing:
    - Tactical/short term (30 days)
    - Operational/mid-range (60, 90, and 180 days)
    - Strategic/long-range (365 and 730 days).
- The supportability analysis shall be color coded as Green, Yellow, and Red. It shall include the total number of IPV items with corresponding quantities, stock on hand, known requirements by month, potential FPA quantities, get well date, and recommended mitigation actions to pursue.
  - Color Code Definitions:
    - Red = stock on hand and DLA contracts due in (contracts DLA has with other suppliers and their contract delivery date to DLA) during the time horizon in question are insufficient to cover the NSN for the forecasted worldwide demand to support the time horizon (e.g., current, 30, 60, 90, 180, 365, 730 days)
    - Yellow = stock on hand plus DLA contracts due in (contracts DLA has with other suppliers and their contract delivery date to DLA) during the time horizon in question are sufficient to cover the NSN for the forecasted worldwide demand to support the time horizon and there is insufficient quantity to cover the lead time (ALT+PLT) for the item (e.g., current, 30, 60, 90, 180, 365, 730 days)

- *Green = stock on hand during the time horizon in question are sufficient to cover the NSN for the forecasted worldwide demand to support the time horizon and there is sufficient quantity to cover the lead time (ALT+PLT) for the item (e.g., current, 30, 60, 90, 180, 365, 730 days*
- The IPV Contractor will work in partnership with DLA and the Air Force supportability team members to eliminate the number of IPV item outages and maximize support to the weapon system, propulsion, or commodity being evaluated to enhance supportability to the customer.
  - The IPV Contractor will provide a supportability analysis (risk mitigation report) to DLA Aviation Planning & Support (P&S) Division Chief (or representative) and COR to facilitate resolution on any DLA supported IPV items with potential tactical/operational/strategic stock-out periods.
    - Report to provide at a minimum: Maintenance group (e.g. AMXG, CMXG, etc.), RCC, IPV NSN, noun, part number, unit per assembly, stock on hand, asset availability, monthly consumption quantity (MCQ) requirement, and potential FPA quantity
  - The local DLA Aviation team will provide a formal response within 5 days to the IPV Contractor that indicates acceptance of the request, so the IPV Contractor is prepared to brief the status of the stock-out and/or potential stock-out IPV items. The local DLA team will provide status on actions taken within 21 calendar days of the initial request.
  - The Contractor will support a monthly meeting to review the supportability with the Government P&S Division and the Contract Management Team.

#### **6.2.3 Actions Related to Supportability**

- Supply Assistance Requests (SAR) guidance:
  - SARs will be submitted at the NSN/Site level when there is an open backorder
    - Follow up for status submitted directly to the Government POC via email
  - If an NSN is on the most recent Risk Mitigation report, a SAR is not required.
  - The Contractor shall contact the COR via email to inquire about any items with CDD / EDD within 30 days before submitting a SAR
  - SARs will be submitted within 15 days of receiving backorder status
  - A new SAR will be submitted after a full delivery is received on the original document number which the SAR was originally submitted
  - SARs will only be closed by the Government if it is a duplicate or once action has been taken internally
    - An internal ticket will remain open until related PAR / DCMA inquiry is satisfied
    - SIMI notes should be updated for items with open internal tickets
    - If a SAR is cancelled due to a duplicate, the response will reference the open SAR
- DLA Backup Buys (BUB) shall be created:
  - Within 10 days of receipt of the Risk Mitigation report responses from DLA Planning & Support
  - By end of the month for all 60 day Red items from the Supportability Analysis Report
  - Within 15 days of an empty bin (after collaboration with customer)
  - The Contractor is not required to process DLA Backup Buys on the following items:
    - AAC V, X, or Y
    - CSI, FAT, DNA



- Commercial Items
  - The Contractor will initiate a new BUB 6 months after cancellation for failed attempt to source
    - Typical failure reasons include: no bids, unreasonable pricing, or quality concerns
    - An Emergency Buy request will be initiated from the Contractor to DLA when:
      - A DLA Mandatory Sourced Item (CSI/FAT/DNA) is backordered, the estimated delivery day (EDD) is more than 60 days and a SAR has been submitted by the Contractor
      - When Contractor backup buys fails due to no bids or receipt of unacceptable quotes
      - Emergency buys will not be processed for AAC V, X, or Y items.
      - The Contractor will use the IPV Emergency Buy form for submitting requests
      - Follow on Emergency Buys will be initiated 6 months after previous failed attempt. The Contractor will recommend the emergency buy quantity, but the final determination for the emergency buy quantity will be retained by DLA unless the Contractor submits a funded requisition for the recommended quantity.

### **6.3 Live Test Demonstration**

The Government reserves the right to have the awardee provide a live test demonstration of their IPV IT solution within 60 days after contract award and at any time during contract performance as requested by the contracting officer. The purpose of the live test demonstration is to demonstrate system capabilities to achieve the objectives of the contract. Full and complete demonstrations of systems capabilities may be required.

### **6.4 Data**

The Government shall have unlimited rights in data and data files developed and delivered under Section 10 of this contract including forecasts generated by proprietary systems. The Contractor's IT solution will allow efficient access to required reports and permit the downloading of data in Excel format throughout the life of the contract.

#### **6.4.1 Government Provided Information and Data**

During the performance of this contract, the Government will provide information or data related to material requirements including a monthly market share analysis for the Contractor DoDAACs. Among the files the Contractor will be provided is the Technical Specifications and Quality Assurance Provisions Contract Technical Data File ("CTDF"). The Parties agree that the information located in Field "C", (Technical Guidance Information), Field "D", (Technical History/Weapons Systems Data), Field "M", (Contracting Guidelines), and Field "N", (Quality Guidance Data), of the CTDF are business sensitive, and will not be disseminated to any person, firm, or entity outside the Contractor's own entity.

#### **6.4.2 Rights in Software**

The Government reserves the right to negotiate modifications for software development or to acquire rights in any software developed subject to a bilateral modification. The Government also may require a live demonstration of the Contractor's IT systems to ensure it is technically acceptable. The Government is the owner of all the data developed for this program and this data will be provided to the Government in a method that does not require the use of the Contractor's proprietary software. Further, the data shall be provided in either a SQL database or .xls worksheet with clear and descriptive field heading that are human readable.

#### **6.4.3 Limited Rights Technical Data**

The Contractor and the contracting officer acknowledge that some information the Contractor will be given access to during the performance of this contract may be confidential business information, business sensitive information, and/or proprietary technical or other data which represents the intellectual property of another party. Any such information will be properly marked confidential and be covered under the previously executed non-disclosure agreements.

#### **7 Point of Use Industrial Vending Machines**

Throughout the contract, the Air Force will replace open BSLs with Point of Use vending machines. As BSLs are converted to Point of Use vending machines, the Government will identify the items and maximum levels that should be included in the AutoCrib vending machine. The Contractor shall identify the minimum levels. The open bin to vended bin conversion factor for planning purposes is 1:2. This means that for each open bin, the Contractor should plan on a minimum of 2 bins within the vending machine. This is due to the size of the pie bins and the weight of the items within the vending machines. Additionally, one BSL could consist of multiple vending machines placed at different locations within a maintenance (shop) area. The min/max quantities may or may not equal the max bin quantity utilized for the item in the open bin environment. The Contractor will initially stock the machines to the identified levels. As mechanics remove material, the machine will track and report inventory levels. Over the course of the contract there may be times that the initial vending machine may not support the workload and there may be a need to reconfigure the vending machine and/or transition the material to a larger vending machine. The Government will be responsible for the reconfiguration of the vending machine. If Contractor support is required, an RFP for TOL shall be issued in accordance with Section 2.6 of the PWS. Additions to Vended Bench Stock Locations (i.e. – new machines and bins) shall be considered items additions / deletions as defined in section 3.2 and not require an RFP for TOL.

When the bin levels reach the “minimum”, an automatic report can be programmed to generate a maximum of every 2 hours to notify the Contractor when a minimum stock level of an item has been reached. The notification is termed a “purchase order” by the AutoCrib vending machine software and will be transmitted once every two hours via a flat file (.csv) emailed to an email address designated by the Contractor. The “purchase order” will not be a funded document and should only be considered a notification that the machine has reached the minimum level.

The Contractor is required to incorporate AutoCrib data into their management information system in order to utilize the available stocking features and to better facilitate supply planning/management.

Current breakout of effort at each ALC is as follows:

OO-ALC: 87 Locations across 23 buildings. Approximately 31,500 bins  
WR-ALC: 56 Locations across 25 buildings. Approximately 46,000 bins  
OC-ALC: N/A

AutoCrib Industrial Vending Machines are currently in use at OO-ALC and WR-ALC. The Air Force will ensure the contractor has access to integrate their inventory management system with the AutoCrib IPV database by utilizing the available AutoCrib API service. Additionally, the Air Force will ensure the contractor database management personnel have access to the appropriate modules within the AutoCrib database to successfully perform their duties. The Air Force will be responsible for ensuring adequate space and operational requirements (electricity, etc.) exist to support the industrial vending machines.

### **7.1 Industrial Vending and Inventory Management**

The Contractor shall be proficient in the use, implementation, and management of a Point of Use Industrial Vending (POUIV) program. The Contractor will resolve discrepant bins using the appropriate discrepant bin report. A discrepant bin must be able to be reported by the mechanic via the user interface to identify either an inventory count discrepancy or comingled items. The Contractor shall ensure bins and containers are neat, orderly, and do not contain intermingled parts. The Contractor shall ensure the items in the vending machines are available for use by the mechanics when required.

The Contractor shall be responsible to make material available in the event of an industrial vending system error or outage.

The Contractor will provide 4"x4" and 6"x6" clear zippered bags at each industrial vending machine location and ensure receipt printers are operational. The Contractor will also provide "issue receipts" from the printer located at each industrial vending machine location and ensure the roll of paper is replaced prior to being exhausted. The actual cost of this material (bags and receipts) will be included in the material CLIN reconciliations process each time that the reconciliation occurs.

#### **7.1.1 Performance metrics for Industrial Vending**

FPA and MWT metrics will also apply to POUIV locations. Contractor shall use information reported to their FPA website and reports to prevent FPA and MWT failures as described in the PWS. The Contractor will ensure BFR/MWT transactions are automatically integrated from the AutoCrib software into the Contractor system of record in real time for tracking. The Contractor will integrate the available POUIV features to capture the FPA transactions as close to real time as possible, and the Contractor's system of record will apply the exception criteria prior to entry. An FPA transaction is represented as an "IX" transaction in the Autocrib database. The contractor shall utilize the Autocrib API service on an hourly basis to report the FPAs. The contractor may also choose to query other data tables during the hourly "IX" query to search for exception criteria. Criteria that will eliminate an FPA from being validated by the Contractors website include but are not limited to:

- FPA amount cannot be greater than bin max
- Only one FPA per mechanic per NSN will count as long as subsequent FPAs were opened within 48 hours of first FPA, unless a job number is provided for each FPA
- Has more than the max bin level been delivered within last 21 days

The failures will be included in the "Number of FPA Metric failures reported in a given month" for the calculation of the FPA metrics as described in Section H-902 and the exceptions outlined in Section 5.1.2. Additionally, the "number of instances in which a mechanic requests a part from the automated bins or automated systems during the month" will be tracked and included in the calculation. These failures will be included in the monthly metric report from the contracting officer and are subject to the challenge process for FPAs.

The FPA reports will track the time it takes to close the FPA failure. These timeframes will be used to calculate the MWT metric described in Section H-903. The FPA failure will capture the quantity needed. Once the Contractor provides the quantity of the FPA failure, the FPA will close. If there are multiple FPAs open for the same item up to the maximum level and the Contractor does not bring enough material to satisfy all the FPAs up to the maximum level, the AutoCrib will close the FPAs in sequential order oldest to newest. The time to close the FPA failure will be used in the calculation of the MWT metric. Note that AutoCrib FPA failures can only be closed in the AutoCrib system by a "stocking" transaction and will not close if the Contractor uses a "physical" action to correct inventory counts.

- Provide monthly expert analysis of data gathered to determine usage trends, identify opportunities to reduce cost ,and inventory

## **7.2 Industrial Vending Change Requests**

The Contractor will be able to suggest changes to the min/max levels to the Government. The Contractor may propose changes to the AutoCrib machine system to the Government via the process described in section 3.7. If the change is approved, the Air Force will make the change within 5 business days of notification of acceptance. FPA/MWT metrics shall not apply to items approved for proposed min/max level changes until the change is completed in the AutoCrib database and the AutoCrib machine.

Possible changes to the Point of Use Industrial Vending Machine system include min/max level changes, reports, and conversion factors. The Contractor shall not add any material for new items to the vending machines without prior approval from ALC OBWC and the COR or contracting officer. In establishing min/max quantities, considerations include, but are not limited to:

- Item size and packaging
- Point of Use Vending Machine being installed
- Bin size available in the Point of Use Vending Machine
- Unit of issue
- Estimated demands
- Previous max bin level

## **7.3 Weekly Cycle Count**

The Contractor shall conduct weekly cycle counts utilizing the ABC analysis function for the automated bins based upon the level of effort Contractor deems necessary to maintain accurate inventory levels. This can fluctuate depending on the results of cycle counting efforts.

## **7.4 Restock Inventory**

The Contractor shall restock all items in the Point of Use Vending Machine individually. They shall not be restocked as a package or carton and shall not exceed the bin or tray capacity. The Contractor shall stock the individual items to no more than the maximum level identified. If excess stock is found in bin, the Contractor shall remove excess stock and return to contractor owned inventory. The Contractor Program Manager or site representative shall be responsible for notifying the COR of these occurrences.

## **7.5 Bin-to-Bin Transfer Process**

This process will be carried out as a “physical” transaction where the material is physically moved from one machine to another and as a “stocking action” in the machine receiving the needed material.

The Contractor will be responsible to ensure there are no open purchase orders on automated bins where material is being transferred into that would prevent the order from fitting into the bin.

## **7.6 Returns**

The Contractor will provide a clearly marked container for return material and that container will be placed near the Industrial Vending Machines. The Contractor will prioritize restocking AF owned inventory with an efficient and practical approach.

The following criteria apply to returns:

- a. Unused material with an Auto Crib issue receipt/label must have a National Stock Number (NSN) printed on the label.
- b. Nomenclature on the label must match the contents of the material being returned.
- c. Serviceable Shelf Life and CSI material must be in original military standard 129 (MIL-STD 129) packaging.
- d. Material with only a Part Number will be researched by the Material Handler to provide the corresponding NSN.
- e. Material must not be co-mingled with other parts or components.

If the material will not fit, it will be returned to the LDC and used as Air Force owned material to fill any IPV requirement in accordance with Section 13. Any material that cannot be identified or is deficient will be passed to the Air Force for disposition.

## **8 Contractor Requirements**

### **8.1 Personnel Administration**

The Contractor must provide staffing sufficient to manage the transition requirements from Gen III to Gen IV along with appropriate staffing levels to manage the expected outcomes of the program.

Additionally, the Contractor is responsible for the employment, training, guidance, and supervision of qualified personnel to accomplish the Air Force Industrial Product - Support Vendor effort. The Contractor shall ensure all Contractor employees are easily recognizable as Contractor employees, with some type of visible apparel, for example a lanyard or shirt with company name. All IPV contract personnel attending Government meetings and working in other situations where their IPV Contractor status is not obvious to third parties are required to identify themselves as such to avoid creating an impression that they are Government officials. The Contractor shall ensure Contractor employees maintain a professional appearance and appropriate safety attire. The Contractor shall wear the Personnel Protective Equipment (PPE) required by each shop area while performing all services required by this contract. (The Government will not provide PPE to Contractor employees.) The Contractor shall provide the Government initial and updated lists of Contractor employee's names that will perform duties under this contract. All Contractor employees shall obtain a Common Access Card.

### **8.2 Quality Assurance**

According to the Quality Assurance Surveillance Plan (QASP), the Government will evaluate the Contractor's performance under this contract. The COR is a representative of the contracting officer and will participate in the administration of this contract. Any matter concerning a change to the scope, prices, terms, or conditions of this contract shall be referred to the contracting officer. All services to be performed by the Contractor during the period of this contract will be subject to review by the contracting officer or COR.

### **8.3 Contractor Response Time**

The Contractor shall provide written response addressing the root cause, corrective action, and preventive action(s) in the case contract requirements are not met. The Contractor will be given 5 working days to answer a Corrective Action Report (CAR), Performance Action Report (PAR), and Customer Complaint (CC).

### **8.4 Program Management**

The Contractor will provide certain skilled, experienced, professional, and/or technical personnel consistent with the requirements of this PWS. This Section lists personnel who should be representative of the following labor categories type(s). The labor categories are for certain skilled, experienced, professional, and/or technical personnel who are essential for the successful accomplishment of the work to be performed under this contract.

#### **8.4.1 Personnel Requirements**

The Contractor will provide certain skilled, experienced, professional, and/or technical personnel consistent with the requirements of this PWS. Personnel categories needed for an effort of this size and complexity include, but are not limited to, the functions identified below:

- IPV Program Manager

- ALC Site Program Manager
- Acquisition Specialist/Buyer
- Supply/Demand Planner
- Item Manager
- Expediter
- Receiving Handler
- Material Handler
- Product Specialist
- Quality Assurance Specialist
- Engineering Specialist
- Support Analyst
- Automated Vending Expert

#### **8.4.2 Contractor's Preliminary Personnel Assessment**

The Contractor's preliminary assessment shall be available to the contracting officer and other DLA personnel at the Preliminary Implementation Plan meeting between the Contractor and DLA within fifteen (15) days after date of award, and will be used to develop the Final Contract Implementation Plan(s) at the post-award meeting(s) at the ALC site(s). The Contractor shall meet and correspond with DLA and/or the Air Force representatives to assess Air Force needs, on-hand inventories, and associated required attrition, bin/storage area quantity levels, and the location and condition of bins and storage areas.

#### **8.4.3 Driving Personally Owned Vehicles (POV)**

Contractor personnel shall comply with Robins AFB, Tinker AFB, and Hill AFB directives pertaining to operation of POVs at each ALC in accordance with individual base 32 Series Traffic Safety Plan.

#### **8.4.4 Compliance with Security Requirements**

Contractor personnel shall comply with Robins AFB, Tinker AFB, and Hill AFB security requirements (Air Force Instructions, DoD/AF/Local directives, etc.).

#### **8.4.5 Emergency Procedures**

Contractor employees shall follow the direction of Government employees in regards to emergency procedures,

i.e. fire, tornado, active shooter, and bomb threats. It is the responsibility of the Contractor to provide guidance and establish procedures for responding to emergency for their employees. It is the Contractors' responsibility to account for their employees following an emergency evacuation. Contractor personnel shall participate with Government personnel in all fire and tornado drills at no additional cost to the Government.

#### **8.4.6 Location and Hours of Work**

The Contractor shall perform work at Tinker AFB, Hill AFB, and Robins AFB. Normal Government workdays include Monday through Friday, except United States (US) Federal Holidays. However, surge requirements may necessitate performance in excess of regularly scheduled work hours. Contractors shall ensure they can provide for this type of contingency. If the Contractor determines the need to work in excess of the scheduled hours, the Government shall not be liable for overtime payment.

**8.4.7 Recognized Federal Holidays**

New Year's Day, Martin Luther King Day, Washington's Birthday, Memorial Day, Juneteenth National Independence Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, and Christmas Day. If the holiday falls on a Saturday, it is observed on Friday. If the holiday falls on Sunday, it is observed on Monday.

**8.5 Training****8.5.1 Flight Line Training**

Flight-line driver training (for purposes of this PWS flight-line and ramp are equivalent) shall be required for personnel who must drive (bike, car, etc.) on the flight-line. The Contractor and personnel shall acknowledge the Flight Line Training provided by the DLA COR and provide a Contractor devised certificate to the COR for each employee within fifteen (15) days of contract award or within 15 days of initial hire. The COR will be the POC and will help facilitate the process of obtaining the flight-line license. The Contractor shall be responsible for updating the list of personnel in need of flight line training, to include newly hired personnel, as necessary and applicable.

**8.5.2 Automated Vending Machine Training**

Automated Vending Machine training shall be required for personnel who must service or collect and analyze vending machine produced data. Contractor employees shall be trained to successfully perform the duties required to satisfy the requirements of this contract. Contractor employees shall be trained on Industrial Vending Machine prior to the employee's interaction with the vending solution. Validation of employee training will be provided to the COR office within 5 days of completion. Air Force personnel will not be available to train Contractor's employees on the vending machine related functionality, operations, or database processes.

**8.6 Housekeeping/Foreign Object Damage**

The Contractor shall keep the work areas clean and neat in accordance with Industry Standards, Occupational, Safety and Health Administration (OSHA), fire and safety standards, Foreign Object Damage (FOD) directives (DoD, Air Force, Local, etc.), and this PWS.

**8.6.1 Certificate for Foreign Object Damage (FOD) and Dropped Object Prevention (DOP) Certificate**

While performing contract services in or around industrial areas or flight lines, the Contractor and personnel shall acknowledge the Foreign Object Damage (FOD) and Dropped Object Prevention (DOP) training provided by the DLA COR and provide a Contractor devised certificate to the COR for each employee within fifteen (15) days of contract award. The certificate(s) shall have the title of the training, name of the person who received the training, and the date. The Contractor shall also ensure that all new employee(s) undergo the FOD/DOP training and provide a Contractor devised certificate of training to the COR prior to starting work in industrial areas or flight lines. Annually, the Contractor and personnel shall be required to review the FOD/DOP training and provide an updated Contractor devised certificate of training to the COR.

**8.7 DLA Common Access Card (CAC) Holders**

Contractor personnel shall require access to federally-controlled facility or installation and/or access to a federally-controlled information system under this PWS.

Contractor personnel requiring frequent access to federally-controlled facility or installation and/or regular access to a federally-controlled information system under this PWS shall possess a "Common Access Card" (CAC). The COR will be the point of contact (POC) throughout the approval process up to receiving the CAC card. The National Agency Check and Inquiries (NACI) process can take up to 60 days or more.

Once all required paperwork is completed and verified for the National Agency Check (NAC), the COR will direct the Contractor to a trusted agent (TA) in order to obtain their CAC card through the Contractor Verification System (CVS)/Trusted Associate Sponsorship System (TASS).

Most Contractor (or Subcontractor) personnel will be required to obtain an IT3 security clearance. Certain Contractor personnel (or Subcontractor) such as but not limited to: flight line access and secure buildings at the ALCs will require a Secret security clearance. All Contractor (or Subcontractor) personnel will designate the type of clearance they will require in order to carry out their duties.

#### **8.7.1 Contractor Badge**

Contractor personnel may require Contractor badge(s). The DLA COR will be the POC throughout the process up to receiving the Contractor badge. The appropriate paperwork will need to be submitted to the COR.

#### **8.7.2 Secured Area Badge**

Contractor personnel may require secured area badge(s). The DLA COR will be the POC throughout the process up to receiving the secured area badge.

#### **8.7.3 Ramp Badge/Flight Line License**

Contractor personnel may require a ramp badge/flight line license. The Contractor is required to complete the appropriate training to receive a ramp badge/flight line license. The DLA COR will be the POC throughout the process.

#### **8.7.4 CAC/Badge Return**

The IPV Contractor is responsible for retrieving all Contractor/Subcontractor CAC/badge(s) upon completion or termination of the contract/modification, when an employee no longer has a need for access to an ALC, employment has been terminated, or individual is transferred to another project. The IPV Contractor shall return all retrieved CAC/badge(s) and completed form(s) of DLA Form 7036 and send to the DLA COR within 24 hours of retrieval.

### **9 Readiness**

#### **9.1 Surge Pricing**

Surge and sustainment clauses/provisions will be included in the Generation IV Air Force IPV contract to support worldwide demand of commercially sourced items only. As items that are supported through commercial sourcing are identified for worldwide support, an analysis will be performed to determine the surge requirements, and an eCAP will be requested from the Contractor to ensure support for the items.

### **10 Deliverables (Reports and Data received via electronic means formatted for MS Excel)**

#### **10.1 Report Requirements**

- Received via electronic format
- Formatted in MS Excel



- All reports will indicate date reports submitted
- All data formats will be standard across all reports – e.g. 01/21/2024
- Previous day report due by 9:00 AM local next business day
- Previous week reports due by 9:00 AM local the first business day of next report cycle
- Previous month, quarter, and semi-annual reports are due within 5 business after the start of next report cycle
- Historical data must be maintained by Contractor
- Contractor's supportability and forecasting reporting will be provided within 5 business days of receipt of a complete Daily DRU and EBS file starting the first of every month. If complete files are not received by the 10<sup>th</sup> business day of each month, the Contractor will use the at last complete file received to complete contractor supportability and forecasting reporting for the given month and post by the 13<sup>th</sup> business day.

#### **10.2 Daily Reports**

- *Metrics Report* – Site, Work Center/RCC and Group, BSL or Machine (as appropriate), Bin/Kit, NSN(s) and Part Number(s) causing FPA, Initial FPA Date/Start Time, Expected GWD, Cumulative FPA time, MWT start, Cumulative MWT, Unique AF Employee Identifier.
- *Empty Bin Report* – ALC, Bin Part Number, Noun, NSN, NIIN, Maximum Bin Level, Building, BSL, Bin, WS, RCC, UI, Type, Total FPA Quantity, MWT Start, Days
- *Closed Empty Bin Report* — Site, NSN, Type, BSL, Bin, Date Opened, Date Closed, Duration

#### **10.3 Weekly Reports**

- *Weekly Cycle Count Report (AutoCrib Only)* – Date/Time, Site, Work Center/RCC and Group, BSL or Machine (as appropriate), Bin; NSN and Part Number, AutoCrib Machine Bin Totals (what's in each bin), Actual Count, Unique AF Employee Identifier
- *Material Master Report* – Weekly report of all NSNs loaded into the Contractor's "material master" to aid in NSN additions to the SOI
- *Government Authorized Inventory Report* — Status, Site, NSN, Bin Part Number, Description, Source, BSL, BIN, Building number, Post Location, Weapon System, RCC, Max bin level, IUOM, Price, Support Date, OH quantity, value
- *Partials Kitting Report* – SITE, BLDG - EMPLOYEE ID, RCC, GROUP, KIT ID, NSN, SN, GET WELL DATE, % of KIT BUILT, DATE/TIME DELIVERED, ITEM PRICE, TOTAL COST, AF QTY DELIVERED, CONTRACTOR QTY DELIVERED, QTY MISSING
- *Staged Kits Report* – Site, RCC, WS, Group, Building, Kit ID, Monthly QTY, Delivery Date, Count
- *Bin-to-Bin Transfers Report* — Date/Time, Bin From-Site, Work Center/RCC and Group, BSL or Machine (as appropriate), NSN and Part Number, Transfer from Virtual Crib (Y/N); Bin To – Site, Work Center/RCC and Group, BSL or Machine (as appropriate)
- *Returns Report* – Site, NSN and Part Number, Quantity, Reason for Return

#### **10.4 Monthly Reports**

- *Bin Delivery Summary Report* (This is a monthly roll-up report of the daily report)  
- Site, Work Center/RCC and Group, Bldg, BSL or Machine (as appropriate), Bin, NSN and Part Number Delivered, Month Total Delivered, Average Monthly

Consumption, Item Price, Total Cost, item delivered in a kit (Y/N); item provided as backup (Y/N) Note: Rolling historical consumption must be maintained by Contractor Additionally a pivot chart will be provided to show the total monthly deliveries per ALC

- *Bin Delivery Rolling 15 Month Report*- SITE, RCC, GROUP, BLDG, NSN DELIVERED, AQ, Active BSL, Active BIN, Creation Date, column for each month (15 months), 15M AVG, 15M TOT
- *DHA Report*
- *Kit Delivery Summary Report* (This is a monthly roll-up report of the daily report) – Site, Bldg, Work Center/RCC and Group, Kit Number, Missing NSN(s) and Part Number(s), Get Well Date for missing NSN(s); % of Kit Built, Employee Number of Acceptor, Date/Time Delivered, Item Price, Total Cost
- *Demand Forecasting Report* – NSN and Part Number, Monthly Demand History for the Last 15 Months, Monthly Forecast, Forecasting Model Used, Forecast Accuracy, Stock Outs or Projected Stock Outs Compared to the Supply On-hand and/Due in, Number of Backorders Per NSN and Priority, Unit of Issue
- *Metrics Summary Report* (This is a roll-up report from the daily report) - Site, Site Total Monthly FPA, Site Total Monthly MWT --- this support data will be provided in a separate tab for each ALC; Site, Work Center/RCC and Group, BSL or Machine (as appropriate), Bin; NSN or Kit Number then NSN(s) Causing Metric, Source of Supply, Initial FPA Date/Time, Closed FPA Date/Time, Expected GWD, Cumulative Monthly MWT and FPA, Unique AF Employee Identifier
- *Open Orders Report* - Site, Work Center/RCC and Group, BSL or Machine (as appropriate), Bin, NSN and Part Number, Date/Time Opened, Get Well Date
- *PQDR/SDR Report* - Site, Work Center/RCC and Group, BSL or Machine (as appropriate), Bin, NSN and Part Number, Date, Problem, Resolution, Get Well Date, Quantity Quarantined, Quantity Reimbursed
- *Recommended Deletion Report* - Site, NSN IUOM, OUOM, Description, RCC, BSL, Bin, CURRENT\_EMPTY\_BIN, LAST\_ACTIVITY\_DATE, PER\_UNIT\_PRICE\_GRTR\_THN\_\$300, MONTHS\_SINCE\_LAST\_ACTIVITY, AACS\_NOT\_SUPPORTED, AVIONICS\_GRTR\_THN\_\$800, Group, DLA\_SOH, CONTRACTOR\_SOH\_SITE
- *Supportability Analysis* - (See Section 6.2)
- *Contractor Inventory Report* – (Contractor inventory on hand to include on site, off-site) – Site, NSN and Part Number, Quantity On Hand, Quantity Due In (until next report)
- *IPV Contact List* - Name, position, contact number, email, date on contract
- *Shelf-life Management Report* – BSL, Bin, NSN, , Quantity, Date in Bin, Shelf Life at Bin Placement (# of days, months, etc.), Remaining Shelf Life (# of days, months, etc.)
- *Returns Report* – Site, NSN and Part Number, Quantity, Reason for Return, Ownership, BSL
- *Kit Returns Report* – Using Work Center/RCC and Group, Kit Number, Date/Time Delivered, Date/Time Returned, Consumed NSN(s)/Part Number(s), Quantity; Missing NSN(s)/Part Numbers, Quantity
- *DLA Backup Purchased Report* — Site, Date Ordered, quantity ordered, unit price, unit of order, total dollar value for order
- *Government Inventory Report* — SITE, ZONE ID, LOCATION ID, NSN, ITEM ID, DESCRIPTION, UOM, SUPPLIER, ON HAND QTY, INVENTORY, STATUS, LIST PRICE, VALUE, GOV STOCK BIN ADD, LAST GOV STOCK PICK, DAYS SINCE LAST GOV PICK
- *Kit Line Item Report* - SITE, RCC, WS, GROUP, KIT ID, NOMENCLATURE, NSN, PART

*NUM, DESCRIPTION, QTY, UOM, REVISION, DATE ACCEPTED, MONTHLY QTY, ANNUAL QTY, IS ACTIVE, COMMENTS*

- *Bins add/changes/deletes reports ("all bins reports")* – report showing bins added, changed, or deleted during the month
- *Task Order Labor Summary Report* – (Required only when TOL is used) Date worked, title/shift, description of work, hours, rate per hour, total cost, regular/overtime, job number, weapon system, RCC where the labor was performed, task order number, employee name, AF or Contractor supervisor overseeing the work.
- *Kit LOMs Report* – Monthly listing of all Kit LOMs loaded into the Contractor's system
- *Bin-to-Bin Transfers Report*—Date/Time, Bin From-Site, Work Center/RCC and Group, BSL or Machine (as appropriate), NSN and Part Number, Transfer from Virtual Crib (Y/N); Bin To – Site, Work Center/RCC and Group, BSL or Machine (as appropriate)

#### **10.5 Quarterly Reports**

- Stock Replenishment and Transfer Report—NSN, 90 day Need qty, gaining ALC, available qty at losing ALC, losing ALC

#### **10.6 Semi-Annual Reports**

- *Socio-economic Data Report* - % of prime contracts for small businesses, % of prime and subcontracts for women-owned small businesses, % of prime and subcontracts for small disadvantaged businesses, % of prime and subcontracts for service-disabled veteran-owned small businesses, 3% of prime subcontracts for HUBZone certified small businesses

#### **10.7 Miscellaneous Reports**

- Ad hoc reports requested by the Air Force and/or DLA

### **11 IPV Transition**

#### **11.1 Phase-In Requirements**

To ensure a smooth changeover from current contract to new contract, a 180-calendar day phase in period is required. During the 180-calendar day phase-in period, the new Contractor shall hire a workforce to assure satisfactory performance beginning on the contract start date.

The Contractor shall obtain security clearance(s) for Common Access Card(s) (CAC) or Contractor badge(s) for the newly hired employee(s) and begin attending all Air Force planning meetings. The Contractor shall ensure that all training requirements for the newly hired employee(s) are completed in accordance with the training section of this PWS. Material management shall be conducted in accordance with the implementation plan.

Within the first 6 months after award, the Contractor shall provide firm quotes for an additional 3,300 NSNs that the KO marks as being a high priority to convert to commercial support.

A phased activation shall occur at one site every 30 days beginning 90 days after contract award. Site order of activation will be WR-ALC, OO-ALC, and then OC-ALC. Each site shall be fully activated by the 30<sup>th</sup> day after initial activation. A brown out period, where items cannot be

added to the contract or BSL's reconfigured, shall occur 15 calendar days before site's transition start date and conclude on day one of the start of the site's transition rollout. Total accountability for the operational and material requirements for the program shall not exceed 180 days from contract effective date. The Contractor shall utilize the data provided throughout the transition period as well as data they collect during transition to provide a gap analysis to DLA and the AirForce of potential shortfalls in the supply chain that could impact production.

The Contractor shall assume responsibility for maintenance of existing bench stock locations and bins and all remaining inventory in the bins. At the conclusion of site activation, the Contractor will have conducted a gap analysis and identified any long lead time items that could potentially become unsupportable and coordinated actions including DLA backup to ensure material is available.

Upon site activation and through coordination with the Gen III Contractor, Air Force, and DLA, the Gen IV Contractor shall have accomplished movement and accounting including reporting to the Government of all Air Force owned material managed and stored by the Gen III Contractor to the Gen IV Contractor's facilities.

The Contractor shall establish procedures for the transfer of bin management responsibility that will ensure the proper identification of parts; ensure cleaned, organized, barcoded, and labeled designated material bin location and marking of the bins as required by the Air Force; ensure all bins containing precious metals are appropriately marked with an annotation as approved by each ALC; establish material distribution schedules and procedures to maintain a reliable flow of material to the bins; develop adequate stock of commercially sourced items to fully support these items at the conclusion of the 6-month transition, complete identification and location of all BSLs / bins under this contract through coordination with the incumbent and Air Force, and design a Quality Assurance Plan addressing ramp up time and normal performance time.

#### **11.1.1 Data to be Provided to Gen IV Awardee**

The Gen IV Contractor shall be provided data reports up to site integration that include the incumbent's requisition data for both Government and Commercial items and bin location of the placement of those items. In addition, during the transition, the Air Force will incorporate the Contractor in weekly planning meetings and provide maintenance schedule data.

#### **11.1.2 Data to be Provided by the Gen IV awardee to DLA and the AF**

The Gen IV Contractor shall provide the DLA COR twice weekly reports detailing their progression toward the implementation milestones including but not limited to personnel hired for specific tasks and in place, material acquired to support Gen IV, progress on pricing the remaining Gen IV items, initial forecasting / demand planning / gap analysis reports, warehousing locations to support the contract, security access, etc.

### **11.2 Preparation and Staging**

The requirements of this contract include preparation of the existing ALC IPV areas and materials and the establishment of material management process in the initial phase of implementation and in accordance with the implementation plan. This preparation shall include but is not limited to:

- Conduct a gap analysis and identify any long lead time items that could potentially become unsupportable during the transition / site activation and coordinate actions including the DLA backup process to ensure material is available
- Upon site activation and through coordination with the Gen III Contractor, Air Force,

and DLA, accomplish movement and accounting including reporting to the Government of all Air Force owned material managed and stored by the Gen III Contractor to Gen IV's Contractor's facilities

- Establishing procedures for the transfer of bin management responsibility that will ensure the proper identification of parts
- Cleaning, organizing, barcoding, and labeling designated material bin location and marking of the bins as required by the Air Force
- Appropriately marking all bins containing precious metals with an annotation as approved by each ALC
- Establish material distribution schedules and procedures to maintain a reliable flow of material to the bins
- Develop adequate stock of commercially sourced items to fully support these items at the conclusion of the transition
- Complete identification and location of all BSLs / bins under this contract through coordination with the Gen III Contractor, DLA COR, and Air Force
- Design a Quality Control Plan addressing ramp up time and normal performance time
- Submit transition specific reports twice per week on personnel, access, order placement, distribution / warehousing, etc.
- Conduct rehearsal of concept drills to identify gaps in the process
- Support Air Force and Gen III Contractor efforts to have the optimal quantity of material in the bins, the optimal bin location setup, and elimination of unnecessary bins
- Shadow the Gen III Contractor to learn the location of BSLs and best practices
- Support Transition meetings with the Gen III Contractor, Air Force, and DLA
- Set up a sign at each BSL identifying the emergency POC and number to call to report bin outages to the Contractor. Provide lessons learned after each ALC rollout that can be utilized to improve the rollout of the next site
- Demonstrate access to Government systems such as Federal Logistics Information System (FLIS) that will be needed to ensure parts are procured to the latest revision
- Demonstrate the capability to properly bill under Signal Code A in the Contractor's MIS.
- Demonstrate the capability to build, modify, process returns, and properly bill at the line item level in kitting the Contractor's MIS.
- Demonstrate web page functionality described in section 6 of the PWS
- Gather UOM conversions for all items on the SOI, to ensure proper billing at the eaches level.
- Demonstrate the ability to submit DHA's to meet the requirements in section 6.1.1 of the PWS
- Obtain access and training for an individual to submit collaboration data through Demand Data Exchange (DDE)
- Successfully test sending 511R and 527R and receiving 870S and 856S EDI transactions with DLA
- Develop all contractual reports as described in section 10, and receive approval from KO
- Obtain access to PEDREP (PQDR) and WEBSDR (SDR) for Quality

The Contractor shall provide the Government (DLA, COR, Air Force) with twice weekly reports of their progress in completing each of the above tasks included in Section 10

### **11.3 Scheduled Meetings**

Within fifteen (15) days after date of contract award, at a time and place convenient to the Contractor and DLA, a meeting shall be convened to review the Contract Implementation Plan

and to finalize an agenda for the formal Contract Implementation Plan meetings at the ALC site(s). Following this preliminary implementation meeting, but no later than thirty (30) days after date of contract award, a formal Contract Implementation Plan meeting shall be held at WR-ALC with participation by the Contractor, DLA, and the Air Force, to confirm all aspects of the final Implementation Plan. Subsequent Site meetings held at OC-ALC and OO-ALC (respectively) will occur within every fifteen (15) days thereafter. All outstanding issues resulting from the Site Activation Meetings shall be resolved within thirty days of the formal Contract Implementation Plan meeting at each site and any changes to the Implementation Plan(s) shall be formalized and incorporated into the contract by modification.

#### **11.4 Site(s) Activation**

The Contractor shall accomplish all tasks required in the preparation (ramp up) for assumption of supply chain management responsibilities at each designated ALC site in accordance with the formal Contract Implementation Plan. The ALC site activation process will include but not be limited to the following:

- Contractor overview briefing to Air Force and DLA
- Contractor tour of ALC facilities
- Establish decision focal points
- Defining and assignment of roles and responsibilities
- Develop shop roll out schedule
- Procedure of addition and deletion of items to the contract
- Coordination of the process for providing DLA backup material
- Invoicing, payment, and inter-fund billing
- Review types, frequency, and format of required reports
- Establishment of the Contractors on and off base office and warehouse facilities
- Contractor applies for Contractor personnel security badges
- Record action items and due dates
- Develop Implementation Plan
- Providing access and training to current number of 1900 Air Force and Contractor users to Contractor's website prior to site activation
- Procure Electronic Static Discharge (ESD) tables for the handling and repackaging of parts

#### **11.5 Transition to Automated Bin**

Throughout the life of the contract, the Air Force will convert some of the current open bins to automated bins; this may include kitting. During this transition, the Contractor shall support the Air Force's schedule for rollout of the automated solution including filling the bins. This transition may require the Contractor to provide additional personnel, training, equipment, IT integration, or other assets to ensure seamless support of the mission and metric achievement. The Contractor will demonstrate the ability to integrate their inventory management system with the AutoCrib IPV database by utilizing the available AutoCrib API service.

#### **11.6 Contract Closeout and Transition to Gen V**

##### **11.6.1 Contract Closeout**

Within 12 months of completion of the Gen IV contract and during transition to Gen V, the Government may place lead time away orders for commercially sourced items on this contract to place in stock at its distribution locations. The Government will also process and issue all delivery orders for the buyback of all excess material as outlined in Section 3.2 within this 12 month timeframe.

**11.6.2 Transition from Gen IV to Gen V**

Transition from Gen IV to Gen V consists of 3 overarching requirements: Inventory, Support, and Site Activation.

**11.6.2.1 Inventory**

- Support Air Force inventory activities required for transition from Gen IV to Gen V
- Conduct a gap analysis and identify any items that could potentially become unsupportable during the transition / site activation and coordinate actions including, but not limited to, DLA backup to ensure material is available within 90 days of contract close
- Existing BSLs will be stocked by incumbent with 1.5 months of inventory in each bin and/or vending machines stocked to their identified and agreed maximum levels

**11.6.2.2 Support**

- Complete identification and location of all BSLs / bins under this contract and document location, in spreadsheet format, with the following data elements: Building, Work center, BSL ID, Bin ID, and NSN in bin
- Allow the Gen V Contractor to shadow current Gen IV Contractor until Gen V Contractor expresses comfort with location of BSLs and best practices. DLA COR will assist in establishing shadowing schedule and approve satisfactory completion of task
- Support Transition meetings via assistance with drafting agendas and participating in those meetings with the Gen V Contractor and Government
  - Incumbent may be required to provide Gen IV specific data / reports in support of transition meetings
  - Incumbent will address any questions, as required, from Gen V Contractor during meetings
  - Prior to ALC rollout, weekly meetings are anticipated. Frequency could increase to daily upon ALC rollout
- Provide lessons learned after each ALC rollout that can be utilized to improve the rollout of the next site
- Demonstrate access to Government systems such as FLIS that will be needed to ensure parts are procured to the latest revision to the Gen V Contractor
- In coordination with COR and with COR approval, provide overview briefing to Gen V Contractor, Air Force, and DLA
- Contractor tour of ALC facilities with Gen IV Contractor
- Assist the Gen V Contractor in transition activities, including, but not limited to:
  - Appropriately marking all bins containing precious metals
  - Establishing material distribution schedules and procedures to maintain a reliable flow of material to the bins
  - Establishing procedures for the transfer of bin management responsibility that will ensure the proper identification of parts
- Support Air Force and Gen V Contractor efforts to have the optimal quantity of material in the bins, the optimal bin location setup, and elimination of unnecessary bins

**11.6.2.3 Site Activation**

- Cleaning, organizing, barcoding, and labeling designated material bin location and marking of the bins as required by the Air Force to allow for smooth transition at each site
- Submit transition specific reports twice per week to Gen V Contractor, Air Force, and DLA. Topics include, but are not limited to: personnel, access, order placement, distribution / warehousing, etc.
- Assist the Gen V Contractor, DLA, and the Air Force in a smooth transition of each site during scheduled rollouts to ensure a constant level of support at or above current Gen IV metric requirements
- Provide inventory reports, gap analysis and source of supply, and procurement history to Gen V Contractor

**12 On-Site Security**

- The Contractor and its employees shall comply with all Department of Defense and Air Force security regulations. All representatives of the Contractor and any personnel employed by the Contractor entering the Government installation shall abide by all security regulations of the installation that exist or will come into existence and shall be subject to such inspections as may be deemed necessary.
- Contractor employees shall wear name tags that identify the Contractor's business name and the name of the employee. In addition, any business pass issued to an employee by the Government shall be in the possession of the Contractor or the employee at all times while at the ALCs. The ALCs reserve the right to direct the removal and/or barring of any employee for misconduct or security reasons. Removal of Contractor's employees for reasons stated above does not relieve the Contractor from fulfilling their obligations to perform the provisions of this contract.
- Contractor is required to acquire employee identification badges from the ALC security control offices for all their employees engaged in contract performance who, as a part of their employment, must enter the ALCs. No Contractor employee will be permitted entry onto the ALCs unless they have in their possession and wear the prescribed identification badge.
- Lost or damaged access badges shall be replaced at the expense of the Contractor.
- The Contractor is required to submit a DD 254 (Department of Defense Contract Security Classification Specification) for each ALC.

**13.0 Reserve Warehouses and Return Material**

The Contractor will manage reserve warehouses at each ALC. The reserve warehouses may be used to store, manage, and issue any excess material and may be utilized to track material returns. The reserve warehouses will only be used for Air Force owned material on the current SOI, not Contractor owned.

Contractor will accept IPV SOI material that are component returns from previously issued kits and returns of material from the base BSLs as a result of vending conversions, maintenance practices, or other sources. Contractor will pick up material, transport material to the LDC, separate and count material, return un-identifiable or scrap material to the COR/Air Force, and will induct serviceable identifiable material in the identified quantities into the reserve warehouse to account for the material and reissue to the next consumption demand.



Material in the reserve warehouses will be monitored by the Contractor and Government for usage.

Any items removed from the SOI or determined to be in excess of realistic demands will be identified by the Contractor along with quantity for review and possible disposition by the Air Force. The Contractor will identify material in reserve warehouses that exceeds 12 month of expected usage and return to the Air Force for disposition. The Contractor will mark all bagged material with NSN, P/N, and nomenclature.

Reserve warehouses may also be used to store and issue any material ordered by the Contractor based upon a vending automated purchase order but later found to be in excess of bin limits. This material may be stored in the reserve warehouses and will attrite per the Sourcing Order of Priority.

#### **14.0 Geographically Separated Units (GSUs)**

Geographically Separated Units (GSUs), internationally and domestically, are to be supported under this contract. Material required at each GSU will be shipped from the ALC in which that GSU is financially mapped. At a monthly frequency, the Contractor will prepare material requested to be shipped that month to support the GSU. This material will be packaged on a pallet and inspected by the ALCs COR or designated team member to audit for correct item, correct quantity requested by the customer, etc. This material will be palletized and packaged in accordance with palletization requirements set by the Air Force to meet airworthiness requirements. Those pallet(s) will then be placed on a dock location that is specified by the Air Force at that ALC. At that time, the transfer of title to the AF will take place after a signed acceptance of receiving the pallet(s) by an AF representative. At that time that AF will be responsible for delivery of that material to the requesting GSU.

In the future, there may be a need for the Contractor to place personnel at a GSU if requested by the AF. At that time, a scope of the work that is needed at that GSU will be sent to the Contractor for a price proposal. The Contractor will submit a price proposal to the Contracting Officer on that scope of work within 60 days of receiving said request.

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