

**SECTION C - REQUIREMENTS**

**STATEMENT OF WORK**

**INDUSTRIAL COMPRESSED GASES AND CYLINDERS**

**In Support of All U.S. Military, Foreign Military, and Non-Military Customers**

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## 1.0 INTRODUCTION AND SCOPE

This Statement of Work (SOW) defines the scope of effort required to provide logistics support for compressed and liquefied gases and cylinders in Federal Supply Class (FSC) 6830 – Gases: Compressed and Liquefied; and 8120 – Commercial and Industrial Gas Cylinders but excluding Class I Ozone Depleting Substances (ODS), to U.S. Military and U.S. Government forces conducting operations in CONUS and other OCONUS locations as required, to include foreign military sales. This will be a follow-on to contract SPE4A6-16-D-0226, dated 30 July 2016.

## 1.1 CONTRACTOR REQUIREMENTS

The Contractor shall perform/is responsible for the following:

- A. Comprehensive management of compressed gases and cylinders to include planning/forecasting, order processing and fulfillment, procurement/purchasing, inventory management, quality control, shelf-life management, storage, packaging, transportation/distribution, obsolescence management, data management/delivery, customer support services and material returns, managing excess government stock and vendor managed inventory (VMI) depletion.
- B. The Contractor shall identify and comply with all applicable Federal, State, and local laws, rules, regulations, and directives governing the transportation, storage, safety, qualification, and certification of gases and cylinders necessary to perform this contract.
- C. Management of a pool of Government-furnished cylinders to include storage, maintenance/refurbishment, filling, distribution, and disposal.
- D. For the Active and Inactive National Stock Numbers (NSNs) listed in RFP Attachments 2 and 3, respectively: The delivery of full cylinders to, and the pick-up of empty cylinders from customers' locations. Responsible for handling CONUS/OCONUS customer returns of empty and/or excess material. See Section 7.7.6 for more details. Responsible for handling discrepancies (including customer returns) associated with Product Quality Deficiency Reports (PQDR) and Supply Discrepancy Reports (SDR). See Section 7.7.6.1 for more details.
- E. Responsible for establishing and maintaining direct customer interaction to facilitate order delivery and customer returns, and to promote program growth and development.
- F. The Contractor shall establish a web site link that DLA may use to query the status of requisitions, request cylinder pickups/returns, and request expedited delivery.
- G. If a customer returns cylinders that are not eligible under the terms of the contract, the contractor will notify the Contracting Officer and provide details of the cylinders that were returned. DLA Aviation will review the cylinder descriptions and provide disposal instructions. See Section 7.7.6.2 on Disposals.

## 2.0 GOVERNMENT RESPONSIBILITIES

The Government shall:

- A. Provide DLA Customer Account Specialist (CAS) points of contact (POCs) as necessary to coordinate communications with customers and aid with contractor access to customer locations.
- B. Provide cylinders as Government Furnished Property (GFP) for use in the cylinder pool.
- C. Maintain responsibility of alternate source approvals, surplus offers, First Article Test (FAT) requirements, Qualified Products List (QPL), Quality Assurance Letters of Instruction, (QALI), Government Lot Acceptance Testing, PQDR/SDR approval, Military/Federal Specifications, Commercial Item Descriptions (CID), Procurement Item Description (PID) (see section 7.1), waivers and deviations, establishing new NSNs as required, and approving Safety Data Sheets (SDS) and Hazardous Warning Label (HWL), origin inspection determination.
- D. Facilitate Contractor access to the Hazardous Material Information Resource System (HMIRS).
- E. Provide PID updates monthly.
- F. Provide Quality Matrix monthly.

## 3.0 ENVIRONMENTAL REQUIREMENTS

- A. The Contractor and its subcontractors are responsible for obtaining and maintaining all required federal, state, municipal, and international certifications, licenses, permits, registrations, and approvals that may be required to perform this contract. The Contractor and its subcontractors shall possess/obtain their own, non-Government, Environmental Protection Agency (EPA) Resource Conservation and Recovery Act (RCRA) identification number(s) and follow the regulations of 40 CFR 260-280. The Contractor is responsible for reporting under the Emergency Planning and Community Right-To-Know (EPCRA) (all applicable sections), as well as providing such data or other appropriate data to the customer/installation allowing the customer/installation to meet its Federal/State/Local/DoD environmental reporting requirements.
- B. Any time the Contractor communicates with or is contacted by an environmental or other regulatory agency at any level, or is required to communicate with such an agency, as it pertains to this program, it will notify the Contracting Officer within one business day of the communication with or contact by an environmental/regulatory entity. In addition, the Contractor will notify the Contracting Officer of any spill via e-mail within four hours of the spill or the discovery of the spill.

- C. A spill is defined to be any release of a material from its primary container (i.e. the container that has an intimate contact with the material) that results in any loss of the material (i.e. asset), and the need to recoup, repackage, reissue or dispose of the asset whether or not the spill needs to be reported to a regulatory body under the various Federal, State, or Local environmental or occupational-safety regulations.

D. Reporting Protocol:

1. Contractor notifies applicable national and local regulatory entities and the Contracting Officer depending on the type, nature, and volume of the spill.
2. Designated Contractor POC notifies DLA Aviation Contracting Officer via e-mail.
3. Notification occurs within four (4) hours of the incident's occurrence or discovery of the incident.
4. Notification covers asset(s) in transit to requisitioner(s) as well as in storage awaiting distribution.
5. Notification proper to VMI as well as non-VMI assets as applicable.
6. Notification to include the following information at a minimum:
  - a. Identify location of incident / approximate time of incident / injuries if any
  - b. Identify nature of incident
  - c. Identify and List NSN(s), nomenclature, Delivery Order number (if applicable), Unit of Issue (U/I), quantity of units affected
  - d. Identify total quantity/volume spilled (approximation)
  - e. Identify collateral damage (i.e. other assets/properties affected by incident)
  - f. Identify actions taken to contain/remediate incident
  - g. Identify corrective actions to minimize and/or eliminate future incidents of type noted
7. Closing & follow-up notification within seven (7) calendar days of incident indicating state of affairs relative to incident to include any and all copies of official notices sent to the various regulatory agencies where official notice and follow up are required.

- E. The Contractor will be responsible for any fines or penalties incurred as a result of a spill. For reportable spills and instances of fines, penalties, and notices of violation, the Contractor shall notify the Contracting Officer within four (4) hours; for all other communications or contacts with Government environmental regulators, the Contractor shall notify the Contracting Officer as soon as practicable, but in no event later than 4 hours after the communication or contact. In addition, the Contractor shall provide a copy of all documents or electronic media related to such communications or contacts to the Contracting Officer at no expense to the Government. The Contractor will not assert a privilege or other reason to withhold any such document or electronic media. This paragraph applies to all work under this contract.

### 3.1 DISASTER RELIEF MATERIALS

NSNs contained on list of Disaster Relief Items are products that have been labeled as Disaster Relief NSNs. Disaster Relief orders will be assigned a specific project code provided by DLA and shall be filled as soon as possible, but no later than two business days from the Contractor's

receipt of the order. Upon request and on an as needed basis, the Contractor shall provide reporting on Disaster Relief NSN stock levels.

The supplier will be notified upon DLA Aviation receipt of Disaster Relief Project code. The supplier shall be responsible to provide status on all orders associated with this project code daily. All metrics are applicable to these orders. The NSNs that fall under Disaster relief are:

NSN
6830002920138
6830002646752
6830002920137
6830002646751
6830002298946
6830007826491
6830009857278

#### **4.0 TRANSITION AND OPERATIONAL CAPABILITY**

##### **4.1 TRANSITION**

Transition must be synchronized among the incumbent and follow-on contractor, DLA Distribution and DLA Aviation to ensure that customer requirements remain satisfied during the transfer with little or no disruption in customer support. The transition plan will be approved prior to contract award.

##### **4.2 INITIAL OPERATIONAL CAPABILITY (IOC)**

The Contractor shall be capable of receiving and processing orders [manual and Electronic Data Interchange (EDI)] a minimum of 30 days prior to receiving the first order for supplies.

##### **4.3 FULL OPERATIONAL CAPABILITY (FOC)**

The Contractor should complete transition within 365 calendar days after contract award or once the Contractor assumes responsibility for individual products during transition. The Contractor shall assume responsibility for all items in Attachments 2 and 3 within the timeframes specified in its Transition Plan.

#### **5.0 SYSTEM INTERFACE & INTEGRATION**

The Contractor shall be capable of receiving and processing orders both manual and via Electronic Data Interchange (EDI) 30 calendar days prior to receiving the first order for supplies.

**5.1** Delivery orders will be available through the DLA Internet Bid Board System (DIBBS),

which requires that the contractor possess Internet capability to receive email notification that an order is available on the website, <https://www.dibbs.bsm.dla.mil>.

**5.2** The American National Standards Institute (ANSI) X12 Standard will be utilized for formatting the EDI transactions. Information regarding EDI, ANSI X12 transactions, and Defense Automated Addressing System (DAAS) approved Value Added Networks (VANs) can be obtained from the DAAS web site by going to <https://www.daas.dla.mil/daashome/edi-vanlist-dla.asp>.

**5.3** The specific EDI transactions that will be exchanged between the Contractor and the DLA for this effort are:

- EDI 850 Delivery Order
- EDI 997 Functional Acknowledgement of Delivery Order
- EDI 856 Ship Notice/Manifest Transaction Set

**5.4** Delivery orders will be issued via the 850 EDI transaction. The functional acknowledgement (997 EDI transaction) will constitute the Contractor's receipt of the delivery order. The shipment notice (856 EDI transaction) will constitute the date of shipment.

**5.5** The contract may specify the following VMI EDI requirements where VMI is applicable:

VMI Transactions:

- EDI 945A - Shipment Confirmation into SAP
- EDI 947I - Inventory Adjustment or change in Condition code
- EDI 527R - Receipt due-in confirmation into SAP
- EDI 945A - DSS denial into SAP
- EDI 511R - Customer requisition, passing order, or redistribution order into SAP
- EDI 940R - MRO/DRO/RDO or follow-up from MRO/DRO/RDO out from SAP
- EDI 869A - Customer follow-up out from SAP
- EDI 945A - DSS Current status of customer requisition into SAP
- EDI 846P - Request for Physical Inventory Count out from SAP
- EDI 945A - Response to MRO/DRO/ cancellation into SAP
- EDI 869C; 940R - Cancellation Request out from SAP
- EDI 527D - Due-in to storage site out from SAP
- EDI 846R- DZH/DZN Location Reconciliation Request
- EDI 846R; 527R – DZK Transaction History Transmittal
- EDI 846P - Request for Inventory
- EDI 846R - History Transaction

VMI Order Fulfillment Features:



- OF-INT-0011 (945A) – Shipment confirmation into SAP
- OF- INT-0039 (947I) – Inventory adjustments/change in condition code
- OF- INT-0049 (527R) – Receipt due-in confirmation into SAP
- OF- INT-0051 (945A) – DSS denial into SAP
- OF- INT-0055 (511R) – Customer requisition, passing order, or redistribution order into SAP
- OF-INT-0056 (940R) - MRO/DRO/RDO or follow-up out from SAP
- OF-INT-0060 (869A) – Customer follow-up for MRO/DRO/RDO out from SAP
- OF-INT-0061 (945A) – DSS current status of customer requisition into SAP
- OF-INT-0071 (846P) – Request for Physical Inventory Count out from SAP
- OF-INT-0091 (945A) – Response to MRO/DRO/cancellation into SAP
- OF-INT-0092 (869C; 940R) – Cancellation request out from SAP
- OF-INT-0106 (527D) – Due-in to storage site out from SAP
- OF-INT-0167 (511R) – Post Issue
- OF-INT-5105 (846R; 527R) – (IRM) Transaction history transmittal DZH/DZN
- OF-INT-5107 (846P) – Request for inventory
- OF-INT-5108 (846R) – History transaction

**5.6** Multiple Contract Numbers were created with a separate Procurement Item Identification Numbers (PIIN) for reporting requirements due to the American Innovation and Manufacturing Act (AIM Act) and the requirement for Mission-Critical Military End Use (MCMEU) (MCMEU) national stock numbers (NSNs). DLA Aviation developed 22 Mission-Critical Military End Use (MCMEU) HFC gas NSNs that can be requisitioned exclusively for select military units within the drawdown limits.

**5.7** Supplies and services already acquired under the initial PIIN number shall remain solely under this contract number for purposes of Government inspection, acceptance, payment, and closeout. All delivery orders, beginning after a date to be specified by the Contracting Officer during the period of performance, will be accomplished under the new contract number. All new material that is to be placed on order following the specified date shall be labeled with the new contract number. Issuance of a new contract number may occur multiple times over the course of the contract.

**5.8** Modifications to the basic contract will be issued against the original contract number.

## **6.0 ASSUMPTION OF ITEM MANAGEMENT**

The Contractor's assumption of Item Management will begin for all items in Attachments 2 and 3 on the first day of Year Two of the contract. Assumption of Item Management prior to the first day of Year Two of the contract will be by bilateral modification.

### **6.1 VENDOR MANAGED INVENTORY (VMI)**

VMI refers to DLA owned material in the custody of Contractors that perform warehouse management responsibilities under contract with DLA. DLA will identify inventory which can be transferred to the Contractor as VMI. If there is VMI identified during the life of this contract, it will be transferred to the contractor who will then be accountable for the VMI (Attachment 4). The contractor shall manage this property in accordance with an approved Government property management plan. The Contractor will use the VMI assets to fill requisitions. DLA will redirect the shipment(s) at the Government's expense to the Contractor designated location (one east coast and one west coast hub location). Subsequent shipments inside the Contractor's network will be at the Contractor's expense.

- A. Inventory will be physically transferred from the Government designated locations to the Contractor for storage and distribution, as follows:
  - i. Current operational and emergent worldwide support may require the redistribution of government owned OCONUS assets to the Contractor's CONUS facilities.
  - ii. Unauthorized customer returns to DLA CONUS stock locations will be examined upon receipt. Condition Code (CC)(A) and serviceable/reparable CC(F) material will be sent to Contractor locations for storage and distribution; irreparable, unserviceable and obsolete material will be sent to DLA Disposition Services for further processing.
- B. The Government will retain title to the inventory. The Contractor must use VMI to satisfy orders until the VMI is depleted; once VMI is depleted, the Contractor shall fill orders from Contractor-owned inventory. VMI must be used only to satisfy Government demands, as identified/issued via this contract.
- C. The decision to transfer VMI to the Contractor will be made through bi-lateral agreement between the Contractor and the Government Program Office and will be accomplished in phases, as necessary. Once the Contractor has established an unconstrained commercial pipeline for product support, the Contractor will have the final determination on whether a product is acceptable and in what quantities, as VMI. In each phase, when a quantity of Government inventory is identified, the inventory will be physically transferred to the Contractor's facility at Government expense. The Contractor will inspect, count, and reconcile the incoming inventory. A record of this transfer will be maintained by the Contractor and provided to the cognizant administration office and Contracting Officer (CO). Any questions concerning the acceptability of the incoming stock and/or the amount of inventory received will be resolved before the Contractor places the stock into its inventory and creates the record of the liability for the inventory from the Government. Stock Transfer Order (STO) Inspection & Acceptance shall be processed in accordance with Attachment 5. The Contractor will work with the CO to resolve issues regarding the receipt and acceptance of the DLA inventory. The Government will bear the expense of correction or disposal of any stock damaged prior to acceptance by the Contractor. After acceptance of the stock by the Contractor, the Contractor will be responsible for and bear the expense of any damaged containers, leaks, spills or other material releases, and any

refurbishment required. Regardless of which party bears the expense, damaged VMI stock is to be disposed of in accordance with the process outlined in Section 7.7.6.2 of this SOW.

- D. The Contractor will establish accountability and manage VMI transactions IAW Section 6.0.
- E. After the Contractor accepts the transferred inventory, the Government will start routing requirements to the Contractor via EDI for the Contractor to fill from the inventory in accordance with Section 6.1.
- F. The Contractor shall be responsible and accountable for all Government inventory accepted into stock. The Contractor shall provide for preservation, protection, maintenance, repair and refurbishment of the Government inventory in accordance with sound industrial practice.
- G. The Contractor shall utilize an automated database to administer the pool of cylinders and provide tracking/location information as they travel to/from customer sites. The database must include the serial number, NSN, physical location of the cylinder, maintenance and testing records, , and customer return history/status. The database shall also provide customer information to include: DODAAC, address, quantity received, and condition code. The automated database shall also have report generating capacity.
- H. The Contractor will maintain an auditable inventory of the transferred Government stock. The Government reserves the right to inspect and audit the VMI and the Contractor's VMI records at any time during performance of the contract. The standard Government Furnished Property Clauses and Federal Acquisition Regulation (FAR) Part 45 are not applicable to this inventory.
- I. The Contractor shall submit the Contractor's accountability property record closing balances monthly for all DLA-Owned contract items. Results of this inventory check shall be reported in accordance with Section 9.0.
- J. The Contractor shall conduct a 100% physical wall to wall inventory and location survey of VMI on an annual basis. Results of this inventory check shall be reported in accordance with Section 9.0.

## **6.2 ESTABLISHMENT OF CYLINDER POOL**

- A. The Contractor shall be required to establish and maintain, at the Contractor's designated location(s), a pool of Government Furnished Property (GFP) cylinders subject to FAR Part 45, the GFP Clauses of this contract, and an approved GFP plan. The pool shall consist of a sufficient quantity of various types of empty compressed gas cylinders (new cylinders, refurbished cylinders and cylinders requiring refurbishing).

- B. The transfer of cylinders for the cylinder pool will be accomplished in accordance with Section 4.3. Cylinders needing refurbishment or damaged in transition will be refurbished by the Contractor in accordance with Section 7.6.2.
- C. GFP is established and managed offline using spreadsheet databases, so no transaction sets are available to update government inventory systems while government owned property is in GFP status. Therefore, a vendor plant location will be established in the government's inventory management system to facilitate the transfer of empty cylinders from the governments wholesale depot locations and to support the procurement of additional, new cylinder inventory, necessary to maintain the vendor managed pool of GFP. In order to ensure the proper inventory accountability transaction is credited to on-hand balances at the DLA wholesale depots and to ensure that any new procurements are properly funded, and receipts processed, all EDI transactions (STOs and cylinder buys) will be first processed as VMI transactions before being transferred to or from GFP accountability.
- D. It is the Contractor's responsibility to always maintain adequate stock in the cylinder pool in order to meet customer demands and delivery requirements. After the initial pool has been established, the stock level of empty cylinders within the pool shall be maintained primarily through customer pick-ups, refurbishment by the Contractor, as necessary, cylinder conversions, or transfer of stock from Government CONUS and OCONUS sources. As a last resort, the Government will purchase additional cylinders to replenish the pool.
- E. Customer pick-ups and returns include full, empty, used, partially used, unused and excess items as listed in Attachments 2 and 3. The Contractor shall maintain an aggressive customer return program that prevents/limits the number of returns into the DLA depot system. In the event of customer returns from the DLA depots, DLA will redirect the shipment at the Government's expense to the Contractor designated location (one east coast and one west coast hub locations). Subsequent shipments inside the Contractor's network will be at the Contractor's expense.

## **7.0 PURCHASING AND TECHNICAL REQUIREMENTS**

### **7.1 ITEM DESCRIPTIONS.**

- A. All materials delivered under this contract shall be provided in strict compliance with the Procurement Item Description (PID) requirements. The Contractor is responsible for notifying the Government if the part number or technical data, including specification and drawing revision, is different from the information cited in the PID. Until the Government has approved such a change, the Contractor shall provide the product in accordance with the PID.
- B. Contractor shall receive Government approval prior to ordering material from sources other than those approved in the PID, on a source-controlled drawing, or in a qualified products list.

- C. A Quality Matrix (QM) will be provided monthly to vendor and DCMA. The QM provides information to supplement the requirements stated in the PID. If a conflict exists between these documents, the PID data shall be the prevailing requirement. The QM is included as Attachment 6.

## **7.2 SAFETY DATA SHEETS (SDS)**

SDSs are required for all materials delivered under this contract that meet the definition of hazardous as set forth in the latest version, which is Revision E, of Federal Standard 313 (including any versions or changes adopted during the life of the contract). The Contractor should pay particular attention to paragraph 4.3 of Federal Standard 313 (Additional Information Required on SDS). SDSs must be provided as specified in the contract within 10 business days of product being entered into Contractor's inventory system or within 10 business days prior to shipment of product if shipping direct from subcontractor's facility. After approval, all SDSs must also be linked to the appropriate delivery order number(s).

For materials being shipped overseas and containing hazardous chemicals identified in European Regulation (EC) No 1907/2006 (Registration, Evaluation, Authorization and Restriction of Chemicals (REACH)), then the contractor must comply with REACH requirements regarding SDS' and labeling requirements of European Regulation (EC) No 1272/2008 (classification, labelling and packaging of substances and mixtures). This information must be provided prior to contract award and forwarded to DLA. The contractor will also provide updated SDS' and HWL when formulations of the originally procured product has changed.

## **7.3 OSHA HAZARD COMMUNICATION LABELS/HAZARDOUS WARNING LABELS (HWLs)**

Items shall be labeled in accordance with 29 CFR 1910.1200 unless otherwise directed by 29 CFR 1910.1200 (b) (5). HWLs must be provided to the Contracting Officer or designee within 10 business days of product being entered into Vendor's inventory system or within 10 business days prior to shipment of product if shipping direct from subcontractor's facility.

## **7.4 ELECTRONIC SUBMISSION OF SDS DATA SET- REQUIREMENTS**

- A. The Contractor will be required to link and provide the SDS associated with each Delivery Order (DO). In addition, the Contractor will be required to provide electronically the following dataset for interfacing with DLA Aviation's SDS Delivery Order Application (DOA) program: NSN; Contractor Serial Number; Contract and DO Number; Source of Supply; Contractor Source of Supply CAGE; Manufacturer/Responsible Party CAGE; SDS Responsible Party; SDS Preparation Revision Date; Product Name.
- B. The delivery order data is to be transmitted from the Contractor electronically to the DLA SDS Web Service site using an XML data structure in a Simple Object Access Protocol (SOAP) format. An example of the SOAP format being used can be found at:

<https://apps.aviation.dla.mil/DeliveryOrder/DeliveryOrderPort?wsdl>

- C. The Contractor has the option of providing an optional file name for the transmission sent to confirm the accuracy of the data transmission. Upon receipt of the transmission, the Web Service will send a message acknowledging receipt. To transmit data to the Web Service requires authorized access by a company user which must be obtained through the DLA Application and Provision System (AMPS).

## **7.5 ITEM TESTING AND CERTIFICATION REQUIREMENTS**

NSNs that require Government or Contractor First Article Testing, Production Lot Testing, In-process inspections, Aviator's Breathing Oxygen (ABO) testing, Origin Inspection, and gas certificates of traceability and certificates of analysis are identified in the PID and the Quality Matrix (Attachment 6). NSNs that require origin inspection are coded C or 1 in the Place of Inspection Code (PIC) field of the Quality Matrix. DCMA source inspection is required for all Critical Safety Items (CSI) and other NSNs as designated by DLA Aviation. It will be the Contractor's responsibility to contact Defense Contract Management Agency (DCMA) to schedule an inspector access to the appropriate location to support inspection in accordance with the contract.

The Contractor shall ensure any Hydrostatic Test Facilities used to perform this contract are Department of Transportation (DOT) certified. Should the Contractor change facilities or should the facility's certificate be renewed, the Contractor shall submit a copy of the current certificate to the Contracting Officer prior to using the new or re-certified facility. Additional information concerning hydrostatic testing can be found at:

<http://www.phmsa.dot.gov/hazmat/regs/sp-a/approvals/cylinders>

The Contractor shall be responsible for forecasting and inventory management of all products listed on Attachment 2 for both Customer Direct (CD), Forward Stock Locations (FSLs), and other designated locations. Delivery orders will be generated to stock inventory at the FSLs. The Contractor will deliver within a 15-calendar day lead time to the CONUS point of embarkation (POE).

### **7.6.1 SHELF-LIFE MANAGEMENT OF GASES AND CYLINDERS**

The Contractor's forecasting and inventory management practices shall ensure that, upon delivery, items with a shelf-life cited in the PID will have a remaining shelf-life, as follows:

<b>For items with a shelf-life of:</b>	<b>Upon delivery, item shall have remaining shelf-life of at least:</b>
18 months or greater	12 months
12 months	9 months

Re-certification – The Contractor must ensure that a rigorous program of stock screening is in place to ensure proper turn-around of shelf-life designated materials that is comparable to or more stringent than that currently utilized by the government. All recertification risk is borne by the vendor. The Contractor must identify, and submit to DLA Aviation for approval, the laboratories they will be utilizing for shelf-life extension testing.

## **7.6.2 MAINTENANCE OF CYLINDER POOL**

The Contractor shall perform cylinder maintenance and reconditioning services that are necessary to maintain the cylinders in a fully serviceable condition.

### **7.6.2.1 RECONDITIONING OF U.S. GOVERNMENT OWNED CYLINDERS**

The Contractor shall perform the necessary cylinder maintenance and reconditioning services to maintain the cylinders in a fully serviceable condition. These services shall be performed as outlined in MIL-STD-1411 “Inspection and Maintenance of Compressed Gas Cylinders.” The U.S. Government shall reimburse the Contractor for services provided based on a negotiated fee-for-service rate schedule. The Contractor shall furnish all materials and replacement component parts necessary, in order to perform the authorized services listed below:

- A. Stripping and Painting, to include, stripping of paint as necessary by grit blast, caustic solution, or wire brush and repainting with the proper color code, all lettering, stenciling, affixing of decals, metal lettering and/or number stamping when required by applicable regulations. Treatment and painting shall be by any method or system that will provide a finish that will meet the requirements of the item description for the reconditioned cylinder NSN.
- B. Stenciling, miscellaneous (applicable to stenciling required on cylinders that do not require stripping or painting).
- C. Hydrostatic testing of cylinders. Cylinders shall be tested in accordance with DOD and DOT regulations on or before the required test date or prior to the required test date when directed by contract or order. This includes valve removal, testing, indenting new test date, drying interior with air or an inert gas to a dew point consistent with the quality of the product for which the cylinder is designated, and resetting same or new valve.  
NOTE: At the time of solicitation, the Contractor shall be required to furnish documentation substantiating that it will use a hydrostatic testing facility which is DOT certified.
- D. NSN 8120-01-085-2733 should not be shipped / issued to OCONUS customers if their hydrostatic expiration date (requalification date) is due within 180 days.
- E. Modified hydrostatic test, where permitted by DOT regulations. This shall also include all of the supplemental requirements listed in Section 7.6.2.1 (C).
- F. Visual inspection in lieu of hydrostatic test, where permitted by DOT regulations. This shall include the removal of the valve, internal and external inspection, and resetting the same or new valve.
- G. Internal drying the interior of cylinder listed in Section 7.6.2.1 (C) but not in conjunction with a hydrostatic test.

- H. Internal mechanical cleaning of cylinder prior to or not in conjunction with a hydrostatic test to include flushing of particulate matter with air or water.
- I. Internal chemically cleaning of cylinder to remove a hydrocarbon or other contaminant as required by applicable specifications. To include pressurization, evacuation, purging and analyzing to assure removal of all contamination.
- J. Remove fractured, rusted or damaged cylinder parts, to include valve protection cap, valve, plugs and collars. NOTE: All serviceable parts, valves and fittings that are removed from the U.S. Government-owned cylinders and not reused by the Contractor shall be returned to the U.S. Government as directed by the Contracting Officer at the end of the contract.
- K. Metal stamping chemical symbol of the gas on valve.
- L. External visual inspection of Acetylene cylinders. This shall include preparing the external metal surface (stripping if necessary) and performing a visual inspection of all exterior surfaces and flange threads for deteriorating conditions in accordance with and not to exceed limits found in Compressed Gas Association (CGA) Pamphlet C-13.
- M. Internal visual inspection of Acetylene cylinders. This shall include the removal of the valve, all fuse plugs, screen, felt pads and inspect the interior filler mass for shrinkage and deterioration in accordance with the procedures found in CGA Pamphlet C-13. Once the inspection has been completed and the cylinder found acceptable, the cylinder shall be reassembled with new felt pads and a new screen and the same or new valve. All deteriorating fuse plugs shall be replaced.
- N. Remove and reclaim and/or destroy all residue of a known product prior to the reconditioning of a cylinder for refilling.
- O. The following exception is taken to MIL-STD-1411B:
  - a. Paragraph 5.3.2.5.3 Valve installation, in the first sentence delete “anti-seize thread compound”.
  - b. Paragraph 3.22 non-shatterability identification, add “of 4130X steel” after 3AA.
  - c. Paragraph 5.3.2.5.3 Valve installation, delete the second sentence, “A vacuum of not less than 3 inches of mercury absolute pressure must be maintained for 30 minutes”.
- P. Change in Service. This shall include the conversion of cylinders IAW CGA Pamphlet C-10.
- Q. Ultrasonic testing. Use of ultrasonic testing is only permitted upon submission of a waiver by the Contractor and approval by DLA.
- R. UNLISTED SERVICES: Permission to perform unlisted services not covered by this document must be obtained from the Contract Administrator, prior to performing the service.

#### **7.6.2.2 REPLACEMENT PARTS AND ACCESSORIES FOR CYLINDERS**

The Contractor shall provide the following parts and accessories as required:

- A. Cylinder valves
- B. Dip tube (siphon) including retreating
- C. Collar (Neck Flange)
- D. Valve hood (Valve protection cap)



- E. Frangible disc type pressure relief device assembly
- F. Combination fusible plug-frangible disc type pressure relief device assembly
- G. Plastic valve outlet cap or plug (not permitted for oxygen service)
- H. Brass valve outlet cap or plug and retaining chain and clip
- I. Frangible disc
- J. Fusible plug-in valve
- K. Fusible plug-in cylinder
- L. Valve stem
- M. Valve packing
- N. Felt pads (Acetylene cylinders)
- O. Acetone (Acetylene cylinders)
- P. Screen (Acetylene)
- Q. Replace caps as required
- R. Horn, hose and nipple (15 lb. CO2 Fire Extinguisher)
- S. Handle (15 lb. CO2 Fire Extinguisher)
- T. Mounting bracket (15 lb. CO2 Fire Extinguisher)
- U. Band and faceplate (15 lb. CO2 Fire Extinguisher)

Refurbishment of NSN 6830-01-433-3717 (15-lb carbon dioxide fire extinguisher) to meet the requirements of NSN 8120-01-502-4379 is not considered a “standard” refurbishment because of the additional parts required. Because of the additional part required, refurbishment of NSN 6830-01-433-3717 shall be priced separately from the “standard” cylinder refurbishment.

The empty cylinder assembly NSN 8120-01-502-4379 shall be complete with the discharge valve assembly, discharge hose and hose assembly, nameplate band and mounting bracket in accordance with Military Specification MIL-E-24269 Class 1 Paragraphs 3.5.1 through 3.5.5. In addition, the complete cylinder assembly shall meet all requirements of MIL-E-24269 Class 1 except paragraph 3.3.1.2.

### **7.6.2.3 VALVES**

- A. All valves shall conform to the requirements of Commercial Item Description (CID) A-A-59860. Each valve shall have an approved outlet connection as defined in ANSI/CSA/CGA Standard V-1. Each valve shall be assembled with the appropriate pressure relief device for the gas application and the designated cylinder and its service pressure. Valve protection caps, for cylinders designed to receive such caps, shall be securely attached to the cylinders in a manner to protect the valves from damage during transport and delivery to the purchaser's receiving area.
- B. All references to "MIL-DTL-2" in the 6830/8120 item descriptions should be deleted and replaced with " CID A-A-59860".
- C. In accordance with paragraph 3.3 of CID A-A-59860 all valves shall be marked with the name or chemical symbol for the intended gas service.

D. The following exceptions are taken to CID A-A-59860 Commercial Item Description, Valves, Cylinder, Gas:

- i. Paragraph 3.3 Marking, delete the third sentence, “The contracting agent shall provide the required nomenclature.”

## **7.7 DISTRIBUTION**

### **7.7.1 PACKAGING**

#### **7.7.1.1 METAL PALLETS.**

Contractor is required to use commercial metal pallets in lieu of pallets as specified in the contract for delivery orders shipped to 1) Anniston Army Depot, DoDAAC W3161Y, 2) Letterkenny Army Depot, DoDAAC W25G1Q, and 3) for delivery orders shipped to DoDAACs that are serviced by the Fleet and Industrial Supply Center (FISC) – San Diego. Metal pallets will be furnished to the Contractor and its subcontractor by the Depots and Fleet and Industrial Supply Center in sufficient quantities at no additional cost to DLA or the Contractor. Contractor and its subcontractor shall coordinate with Anniston Army Depot, Letterkenny Army Depot, and Fleet and Industrial Supply Center as applicable to ensure a sufficient number of metal pallets are available for use under this contract.

#### **7.7.1.2 CERTIFICATE OF ANALYSIS**

- A. Certificate of Analysis reports shall be supplied with all orders delivered to customers at Portsmouth Naval Shipyard for the following NSN: 6830-00-985-7281 – Argon, Technical
- B. Certificate of Analysis reports shall be supplied with all orders delivered to customers at Norfolk Naval Shipyard for the following NSN: 6830-00-758-6475 - Nitrogen
- C. Certificate of Analysis reports shall be supplied with all orders delivered to customers at Portsmouth Naval Shipyard for the following NSN: 6830-00-782-2656 – Helium, Technical
- D. Certificate of Analysis reports shall be supplied with all orders delivered to customers at Pearl Harbor Naval Shipyard for the following NSNs: NSN 6830-01-431-0576 and NSN 6830-00-985-7281 - Argon, Technical
- E. Certificate of Analysis reports shall be supplied with all orders delivered for Breathing Air NSNs 6830-01-264-2660 and 6830-01-329-7436
- F. Certificate of Analysis reports shall be supplied with other orders upon request by the customer.

### **7.7.2 MARKING AND LABELING**

- A. The Contractor shall label all cylinders with a weather-proof label (able to withstand exposure to weather of all kinds without damage or loss of function). The Contractor may defer to MIL-PRF-61002 Pressure Sensitive Adhesive Labels for Bar Coding. The acceptable label shall include the following information:

RETURN TO (*insert Contractor's name here*)  
 IAW DLA Contract SPE4AX-XX-X-XXXX  
 CONTRACTOR CALL CENTER # X-XXX-XXX-XXXX

### 7.7.3 OCONUS SEA CONTAINERS

Upon notification from DLA Distribution that an OCONUS order requires a sea container (SEAVAN), the Government will modify the delivery order (if necessary) to reflect FOB Origin and inspection/acceptance at origin terms. DLA Aviation will retain Quality Assurance inspection and acceptance authority for OCONUS sea container orders. The Contractor shall establish and maintain the capability to stage, pack and ship SEAVANS to support filling large OCONUS stock orders. The Contractor shall provide the following information to DLA Aviation prior to DLA Aviation acceptance: contract and delivery order number to include digital pictures of the NSN(s) shipped, sea container loaded, blocked, and braced.

### 7.7.4 TRANSPORTATION

#### 7.7.4.1 DELIVERY

The Contractor shall be responsible for shipment of all VMI and non-VMI products in accordance with 49 CFR 170-178, International Maritime Organization – International Maritime Dangerous Goods (IMO-IMDG), International Civil Aviation Organization - International Air Transport Association (ICAO-IATA), and Military Aircraft (MILAIR) [Air Force Manual (AFMAN) 24-204]. The Contractor is required to comply with federal regulations when transporting oxygen cylinders OCONUS on military aircraft. Oxygen cylinders are required to be shipped in a special container, (one container per cylinder). An estimated annual demand (EAD) for proposal purposes for fireboxes will be provided as part of the Schedule B.

The Contractor shall be responsible for shipment of materials from its facility to the customer within CONUS; to the customer or designated Container Consolidation Points (CCPs) or Points of Embarkation (POEs) for OCONUS; or to freight forwarders for FMS orders. The Contractor shall email [delivery@dlamilitary.com](mailto:delivery@dlamilitary.com) for tentative destination instructions for FMS delivery orders. The Contractor shall also be responsible for transporting customer returns and discrepant orders from both CONUS and OCONUS customer locations to the Contractor's facility (see Sections 1.1 and 7.7.6). FMS orders may remain at the Contractor's facility for an extended period of time pending foreign country clearances.

- A. MIL-AIR palletization (see MIL-STD-2073 and MIL-HDBK-774) is required for orders transported via US Military aircraft. Steel safety carts (T-carts) cannot be used.
- B. Loose cylinders shall be transported in accordance with 4145.19R-1 paragraph 3-911d. (1-4)

- C. Delivery orders for shipment to a Navy vessel will not contain a complete shipping address. The Contractor shall coordinate with the Vendor Shipment Module (Section 7.7.4.2) for the complete shipping address.
- D. Empty cylinders in Condition Code A shall not be shipped /issued to CONUS customer if their Hydrostatic expiration date (requalification date) is due within 30 days.
- E. Empty cylinders in Condition Code A shall not be shipped /issued to OCONUS customer if their Hydrostatic expiration date (requalification date) is due within 180 days.

#### **7.7.4.2 VENDOR SHIPMENT MODULE (VSM)**

The Contractor shall use VSM to request shipping instructions for all OCONUS and FMS orders. The Contractor shall establish a VSM profile. To create a profile, access the DLA Distribution Center website (<https://vsm.distribution.dla.mil>) or contact DLA Distribution Customer Service code: TOT (1-800-456-5507) which will assign a unique Username and Password. Once assigned an account in VSM, the contractor will be able to access their current open purchase orders. By entering the weight and dimensions of packed ready to ship orders in VSM, Military Shipping Labels (MSL) and carrier documentation will be available to print from the website. Small parcel shipments will be available immediately; freight shipments will be available based on contractor's submission to VSM. Contractor will pack according to the mode transport selected by the Government. Containers shall be loaded, blocked, and braced with WPM wood suitable for overseas transportation. Requests for Military Shipping Label (MSL) and shipping instructions shall be requested when order is picked, packed and ready to ship (not prior). MSL and shipping instructions should be available in VSM within 24 hours of initial shipment registry. The carriers that will be chosen by the Government will be responsible for shipping from the CCP, POE or Freight Forwarder point to the OCONUS customer destination.

The Contractor shall:

- Submit Non-Hazardous and Hazardous OCONUS EDI 850 orders in an automated format to VSM WebServices.
- Utilize VSM-generated MSLs or Contractor-generated MSLs, provided the Contractor-generated MSLs mirror the TCNs generated by VSM; screen labels for incorrect and missing data (e.g. invalid delivery addresses, blank required fields, quantity/weight/cube discrepancies, missing labels); coordinate updating with correct, required data.
- Retain VSM transaction time stamps to substantiate Government processing and response time adjustments to delivery times and correcting the ship dates of all FSL orders.
- For OCONUS orders, screen, and flag VSM responses for instructions to ship HazMat to New Cumberland or Calcium Hypochlorite to Norfolk, instructions to ship packages and containers in excess of 30,000lbs, instructions to ship to PO Boxes, and responses with incomplete ship-to address information.
- Manually process sea container shipments.

Provide adequate warehouse space to accommodate VSM hold material at no additional cost to the Government.

### 7.7.4.3 FOREIGN MILITARY SALES (FMS) ORDERS

Upon receipt of an FMS order, the Contractor shall request shipping instructions by utilizing the Shipping Information Request (SIR) application, available through DCMA's website: <https://www.DCMA.mil>. SIR submittals will not include additional shipping documentation, i.e. WAWF, DD1348, DD1149, DD250. Once shipping instructions are received from SIR, the inspection process will start (scheduling, acceptance, shipping documentation, WAWF entry).

The cost of any transportation furnished but not used due to a Contractor issue will be charged to the Contractor.

FMS orders may remain at the Contractor's facility for an extended period of time pending foreign country clearances. The Contractor should be aware of the potential impact of delays in shipping FMS items and the impact on shelf life. Items designated as FMS are not relieved from the stated shelf-life requirements due to delays in shipping authorizations.

### 7.7.5 PERFORMANCE REQUIREMENTS

#### 7.7.5.1 FILL RATE METRIC

The Fill Rate metrics will be measured and monitored on a monthly basis.

- A. Although the Contractor is required to meet the TDD standards outlined in Section 7.7.5.2 below, the Fill Rate Metric measurement will be based on ship date rather than delivery receipt date.

FILL RATE MEASUREMENTS		
		CONUS and OCONUS Shipment to CCPs/Ports of Embarkation
Issue Priority Designator (IPD)	Issue Priority Group (IPG)	
Priority 01 – 03	IPG 1 (High Priority)	1 Business Day
Priority 04 – 08	IPG 2	1 Business Day
Priority 09 – 15	IPG 3	3 Business Days

- B. Performance tracking will start upon the issuance of the first delivery order, will be tracked on a monthly basis throughout the entire performance period and evaluated at the end of each performance period to determine compliance with the metric and overall level of performance. The initial performance period will start one year after date of contract award. Subsequent performance periods will be one year each.

#### 7.7.5.2 TIME DEFINITE DELIVERY REQUIREMENTS

The Contractor shall ensure each order is satisfied within the following Time Definite Delivery (TDD) requirements:

<b>TDD DELIVERY STANDARDS</b>		
<b>Issue Priority Designator (IPD)</b>	<b>Issue Priority Group (IPG)</b>	<b>FOB Destination</b>
Priority 01 – 03	IPG 1 (High Priority)	4 Days
Priority 04 – 08	IPG 2	7 Days
Priority 09 – 15	IPG 3	11 Days

- A. High Priority Orders. High priority Customer Direct (CD) requirements are identified by Military Standard Requisitioning and Issue Procedures (MILSTRIP) Issue Priority Designator (IPD) Codes 01, 02 and 03.
- B. Routine Priority Orders. Routine CD requirements are identified by MILSTRIP IPD Codes 04 through 15.
- C. The Contractor has successfully filled a CONUS demand when, after receipt of an electronic requisition, the customer has received a product at the customer designated location within the specified TDD standards. The Contractor has successfully filled an OCONUS/FMS demand when, after receipt of an electronic requisition, the Contractor has delivered a product to the designated CCP, POE, freight forwarder, or OCONUS POE for OCONUS customer direct orders within the specified TDD standards. Partial deliveries shall not constitute compliance with the delivery requirement.
- D. Exceptions
  1. When a new NSN is added to the contract, the NSN will be adjusted in the performance metric calculation. For any new items added to the contract, an appropriate production lead time (PLT) will be allowed for the first delivery order (and any subsequent orders issued within the PLT). At the end of the initial PLT the NSN will be subject to the Fill Rate Metric at the end of the initial PLT.
  2. Cancelled delivery orders will be removed from the monthly metric calculation of the Fill Rate Metric.
  3. Delivery orders issued for the purchase of cylinders to replenish the GFP cylinder pool are excluded from the Fill Rate calculation.
  4. Origin Inspection Orders will be allowed nine (9) workdays to coordinate with Defense Contract Management Agency (DCMA) Quality Assurance Representatives (QARs) and get Inspection/Acceptance Origin shipments filled.
  5. Spike orders will be removed from the monthly metric calculation of the Fill Rate Metric.
  6. The parties will maintain a Memorandum of Understanding (MOU) that addresses how certain deliveries will be counted in the metric. The MOU will be established during the Transition Period.

### **7.7.5.3 BACKORDERS**

Any order not shipped complete within the required Fill Rate metric shall be classified as a backorder. Backordered Delivery Orders will be included in the Delivery Disincentive.

### **7.7.5.4 INACTIVE MATERIAL**

NSNs listed on inactive material list are exempt from the Fill Rate metrics.

### **7.7.6 NONCONFORMING AND DISCREPANT MATERIAL**

The Contractor shall maintain a process to handle customer returns and complaints. The Contractor shall respond to the customer within 72 hours after receiving the request.

#### **7.7.6.1 PRODUCT QUALITY DEFICIENCY REPORTS (PQDR) AND SUPPLY DISCREPANCY REPORTS (SDR)**

The successful Contractor shall implement its proposed plan for handling PQDRs and SDRs reported by customers. The Contractor is required to obtain and maintain WEBSDR access at:

<https://www.transactionservices.dla.mil/daashome/websdr.asp>

The Contractor shall ensure, in executing this contract, it thoroughly and timely investigates and resolves these and any other issues relating to nonconforming or discrepant material. The Contractor shall submit its recommended resolution into the WEBSDR system within 15 calendar days of being notified of the SDR by the customer. The Contractor shall track PQDR and SDR receipts and resolution and shall include this information in the annual Performance Review Board (PRB). The Contractor shall be responsible for picking up and refurbishing or replacing any material requiring refurbishment or replacement, and for delivery of conforming goods to the customer. The gas returned to the Contractor under a PQDR or SDR shall remain the property of the Contractor; however, the cylinder shall be returned to the GFP pool. The Contractor shall replace non-conforming material with conforming material immediately upon notification of the discrepancy.

#### **7.7.6.2 DISPOSALS**

The Contractor shall not accumulate material subject to waste classification (e.g. shelf-life expired material that cannot be extended or is in a damaged cylinder) beyond 90 days unless the Contractor possesses a RCRA Part B operating permit for long term storage. Storage (RCRA generator accumulation) beyond 90 days for generators without a Part B permit can subject the generator to the rules regarding establishment of a Solid and Hazardous Waste Management Unit (SHWMU), and potentially facility wide corrective action.

Disposal and sale of the scrap metal generated shall be the responsibility of the Contractor. The Contractor is authorized to retain proceeds from the sale of scrap metal but must report sales and proceeds on a quarterly basis (Section 7.0).

## **8.0 AMERICAN INNOVATION AND MANUFACTURING ACT (AIM ACT)**

Congress passed the American Innovation and Manufacturing Act, promulgated 23 September 2021, by the EPA to combat climate change by significantly reducing hydrofluorocarbons (HFC) gases. The AIM Act authorizes the EPA requires to phase down HFC production and consumption in the US by 85% by 2036. The Contractor is responsible for adhering to all requirements under the AIM Act to include any new requirements that may be devolved over the course of the contract. DOD and Commercial industry requirements may differ. DLA Aviation has identified items and developed NSNs that are considered Mission-Critical Military End Use (MCMEU) HFCs as identified in the AIM Act. MCMEU NSNs may be added or deleted to the contract as described in section 10.0 Addition/Deletion of Item. Due to the unique reporting requirements of the AIM Act, the resulting contract will have a unique PIIN to award delivery orders (DOs) for MCMEU NSNs. The conferral process will be included as part of the transition plan. The conferral and reporting process may change over the course of the contract to reflect updates or changes to the process initiated by the EPA or DLA in an effort to optimize lessons learned along the way. The MCMEU HFC NSNs are indicated in Attachment 2.

## **9.0 REPORTING REQUIREMENTS**

- A. The Contractor shall provide the following in auditable reports via e-mail to the Contracting Officer, or designated representative, on an individual occurrence basis during the period of performance of the contract:
  1. Weekly: The Contractor shall provide a Consolidated Delivery Tracker the provides at a minimum, the Gas Description, Order Seq Number, NSN, Customer Document Number, Ship To DoDAAC, Order Quantity, Order Receipt Date, Order Delivery Date, Actual Delivery Date, Delivered Quantity, Delivered To and For Transshipment To, information. Additional delivery information may be requested as needed. See Attachment 7.
  2. Monthly: The Contractor shall provide an inventory of all full cylinders, all empty cylinders, and all cylinders awaiting refurbishment. This inventory shall include (by gas product: the appropriate NSN (full or empty cylinder), gas service, cylinder size and pressure rating, the monthly forecasted consumption (recalculated at least quarterly). The Contractor will ensure that the quantity of cylinders supporting each gas product add up regardless of status (full, empty, awaiting refurbishment) or pressure rating. Any cylinder that is refinished or repainted to fulfill the expressed needs of the cylinder pool must be accounted for on the inventory sheet as a gain for one NSN, and as a loss for another NSN to account for the transfer. Additional inventory management information may be requested as needed. See Attachment 8.



3. Monthly: The Contractor shall provide a refurbishment report that contains the NSN, cylinder number, and list of services performed on each cylinder. Data for GFP and VMI shall be reported on separate tabs. See Attachment 9.
4. Monthly: The Contractor shall provide a Condemned Property Report that contains the necessary information for the Contracting Officer to make a determination on the proper disposition of the property. Data for GFP and VMI shall be reported on separate tabs. See Attachment 10.
5. Monthly: The Contractor shall provide an updated Stock Transfer Order (STO) Master Report on a monthly basis to identify updates to open STOs for the transfer of material from DLA to the Contractor. See Attachment 11.
6. Monthly: The Contractor shall submit month-end closing balances of GFP/VMI in a Comma Separated Value (csv) file format to the Contracting Officer within 3 business days following the end of the month. At a minimum, closing balance book records will list: FSC, NIIN, Condition Code, Unit of Issue, Item Name, Balance On-Hand at 11:59 PM EST on the last day of the month, Plant Code, RIC and Storage Location Code, DoDAAC and date prepared. The contractor shall assist in conducting research to resolve quantity discrepancies between the contractor's accountable property record and DLA's Enterprise Business System asset balances. See Attachment 12.
7. Monthly: The Contractor shall provide a Customer Returns Report that contains the date material was received, customer (to include DoDAAC and location), BOL number (TCN for OCONUS returns), NSN, NSN description, quantity, condition code and corresponding 6830 NSN. See Attachment 13. In addition, the Contractor shall include, as part of this report, a listing of customers who have not returned cylinders to include, DoDAAC and location, BOL, NSN, NSN description, Quantity, and condition code, if applicable.
8. Quarterly: The Contractor shall provide a report to track resolution of PQDRs and SDRs. This report shall include PQDR/SDR number, date of PQDR/SDR, date PQDR/SDR received by Contractor, Customer, Customer Requisition number, NSN, quantity, reported discrepancy, disposition of material, Contractor resolution and date of projected/final resolution.
9. Quarterly: The Contractor shall provide a Scrap Sales Report that includes the date of sale, description of scrap sold, and proceeds. Data for GFP and VMI shall be reported on separate tabs.
10. Annually: The Contractor shall submit an Annual Physical Inventory Report that reports 100% inventory of all remaining VMI to the Contracting Officer within 3 business days following the end of the Government's fiscal year (September 30). At a minimum the report shall include FSC, NIIN, Item Name, Location, Unit of Measure, Date, and Count and Condition. See Attachment 14.

## 10.0 ADDITION/DELETION OF ITEMS

Additional items may be added to this initiative if the Government determines support for those items are within the original scope and intent of this effort and is in the best interest of the Government to support the customers.

- A. Items added to this contract will be priced in accordance with a pricing methodology to be negotiated during Transition.
- B. Items will be added to the contract by bilateral modification, if possible, provided that the parties agree on a price within the time frames established in the pricing methodology. If the parties are not able to agree on a price, the items will be added by unilateral modification, at a price established by the Government. The unilaterally established price determination will be subject to appeal, pursuant to the Disputes provision of the contract.
- C. The contractor shall continue to honor orders for any deleted items until issuance of the modification that deletes them, or for any duration specified by that modification. Deletion of items under this provision is not subject to the Termination for Convenience provision of this contract and will not otherwise result in any liability by the Government to the contractor.

## **11.0 END OF CONTRACT SUPPORT**

Upon expiration or termination of the contract, the Contractor will provide the Government all requested demand, forecast, and spend data and information necessary to prepare a follow-on solicitation. The Contractor may also be asked to provide supplier information. The Contractor may also be asked to participate in meetings with the Government and the new contractor to ensure an orderly transition from the old contract to the new contract.

## **12.0 CONTRACT EXPIRATION**

Upon contract expiration, the Government will not purchase from the Contractor any inventory purchased by the Contractor to support the requirements of this contract. The Contractor may negotiate a commercial sale to the successor contractor, but the Government disclaims any responsibility or obligation to facilitate any such sale.

The Contractor shall continue to comply with the delivery requirements of this contract for all orders received up to the expiration date.

## **13.0 CONTRACT TERMINATION**

If the contract is terminated prior to the expiration date, the Contractor shall return all VMI and GFP to a designated location to be determined by the Government and at the expense of the Government. This shall be accomplished within thirty (30) days of the Government location identification. The Government reserves the right to buy any inventory purchased by the Contractor in support of this contract, at the contract price. The Contractor will also be responsible for providing all data, transfer records, and reports listed in Section 6.0.

*(End of Section C)*