



19. ITEM NUMBER	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. EMAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER

34. VOUCHER NUMBER

35. AMOUNT VERIFIED  
CORRECT FOR

36. PAYMENT

37. CHECK NUMBER

☐ PARTIAL ☐ FINAL

☐ COMPLETE ☐ PARTIAL ☐ FINAL

STOCK RECORD (S/R)

38. S/R ACCOUNT NUMBER

39. S/R VOUCHER NUMBER

40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT

41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER

41c. DATE

42a. RECEIVED BY *(Print)*

42b. RECEIVED AT *(Location)*

42c. DATE RECEIVED *(MM/DD/YYYY)*

42d. TOTAL CONTAINERS

The solicitation and all attachments will be posted at the following site:

<https://www.dla.mil/Aviation/Offers/Commodities/>

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

FAR: <https://www.acquisition.gov/?q=browsefar>

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

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

List of RFP Attachments: (highlighted items not finalized)

1. Core List of Items (Market Basket)
2. Schedule of Items (SOI)
3. Purchase Order Text / Product Item Description
4. Quality Matrix
5. Office and Storage Space and BSL Locations
6. Kitting BOMs and Estimated Kitting Demand
7. Subcontractor / Teaming Partner Consent Form
8. Supplemental Pricing Worksheet
9. Bin Max AQ breakdown by FRC
10. DLA stock position
11. Spot buy history
12. FRC Site Maps
13. DLA Sourced Item Demand History

#### **Block 7**

##### **Points of Contact**

Contracting Officer: Richard Alexander, Jr.; richard.alexander@dla.mil; (804) 279-5059

Acquisition Specialist: Jessica Rackley; jessica.rackley@dla.mil; (804) 279-6109

##### **Block 17a:**

Offeror's assigned Unique Entity Identifier: \_\_\_\_\_

(If you do not have a Unique Entity Identifier, contact the individual identified in Block 7a, or see 52.212-1, Instructions to Offerors – Commercial Items (paragraph j) for information on contacting sam.gov.)

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

##### **Block 17b:**

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

##### **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.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

##### **Blocks 19-24: Schedule of Supplies and Prices**

The Schedule of Items (SOI) can be acquired by accessing the DLA Aviation Website at <https://www.dla.mil/Aviation/Offers/Commodities/> or by request from the Point of Contact for this acquisition listed at SF

1449 Block 7. There are approximately 45,000 items in the initial SOI for the Generation IV Navy 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, 1615, 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 FEDLOG, 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. Worldwide Demand will apply for any item when the cumulative FRC demand for that item is greater than or equal to 40% of total demand. See World-Wide Demand column attachment 2: Schedule of Items
- Sourcing Status:
  - DLA Sourced Items (DSI): Items the IPV contractor is required to obtain from DLA and are subject to backup support. Some DSI may transition to VSI throughout the life of the contract only after approved by the DLA Small Business Office (SBO) and when a compelling business case is made to show material cost savings to the Navy compared to the DLA Standard Unit Price (SUP).
  - Vendor Sourced Potential (VSI Potential): Items the IPV contractor is required to obtain from DLA, but are contracting sourcing candidates, and are subject to backup support.
  - Vendor Sourced Items (VSI): market basket items which the IPV contractor will provide from their commercial suppliers (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 Navy 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.

**A preproposal conference will be held to explain the requirements of this solicitation (number SPE4A7-23-R-0105) 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: Jessica Rackley

Telephone: 804-279-6109

E-mail Address: [jessica.rackley@dla.mil](mailto:jessica.rackley@dla.mil)

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

Date: TBD

Time: TBD

Location: TBD

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

ITEM NO.	SUPPLIES/SERVICES	AMOUNT
<b>0001</b>	<b>Commercially Sourced Material (Year 1)</b>	\$ _____
<b>0002</b>	<b>Material Management (Base Period)</b>	
0002 AA	FRC-E	\$ _____
0002 BA	FRC-SE	\$ _____
0002 CA	FRC-SW	\$ _____
<b>0003</b>	<b>Transition (6 Mo Transition Period)</b>	
0003 AA	FRC-E	\$ _____
0003 BA	FRC-SE	\$ _____
0003 CA	FRC-SW	\$ _____
<b>1002</b>	<b>Material Management (Option 1)</b>	
1002 AA	FRC-E	\$ _____
1002 BA	FRC-SE	\$ _____
1002 CA	FRC-SW	\$ _____
<b>2002</b>	<b>Material Management (Option 2)</b>	
2002 AA	FRC-E	\$ _____
2002 BA	FRC-SE	\$ _____
2002 CA	FRC-SW	\$ _____
<b>3002</b>	<b>Material Management (Option 3)</b>	
3002 AA	FRC-E	\$ _____
3002 BA	FRC-SE	\$ _____
3002 CA	FRC-SW	\$ _____

NOTES:

- CLIN 0001- Commercial priced material prices are established and are subject to an Economic Price Adjustment (EPA) on an annual basis, pursuant to Procurement Note C09.

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**Product Item Description (PID) Data**

PID Data included in Attachment 3

**Part 12 Clauses**

**52.212-04 CONTRACT TERMS AND CONDITIONS – COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (NOV 2021) FAR** is incorporated in this solicitation by reference. Its full text may be accessed electronically at <https://www.acquisition.gov/browse/index/far>. 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 2021) 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.

The summary document numbers used on the 855 and 810 for each order type will be as follows:

NSN	Order Type	Order Type Code	Serial Number Series
TBD	Vendor Sourced Material	CMO	CM01
TBD	Spot Buys	SBO	SB01
TBD	Material Management	SVC	IN01

NOTE: For Worldwide 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 Navy 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 for vendor sourced material shall be submitted only for material that has been placed in bins or consumable spare parts areas that the Navy customers have identified under this contract (i.e. "point of sale"). Such placement shall be deemed "first receipt" by the Government for purposes of the submission of invoices for commercial material. Each invoice submitted for commercial material shall be a summary invoice for the aggregate contract value of the supplies deposited in the stock areas during the invoice period. 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.

Invoices for material management shall be submitted monthly based on the total of the monthly material management fees on the contract.

Invoices for Spot Buys shall be submitted for spot buys that have been delivered to and placed in bins or delivery location/areas at any of the Navy customers identified under this contract. Such placement shall be deemed "first receipt" by the Government for purposes of the submission of invoices for spot buys. Each invoice submitted for spot buys shall be a summary invoice for the aggregate contract value of the spot buys deposited in the stock areas during the invoice period. The aggregate contract value for spot buys delivered during the invoice period shall be calculated by determining the sum of the contract values of all spot buys deposited in stock areas during the invoice period. The contract values of the spot buys deposited in stock areas during the invoice period shall be calculated by multiplying the quantity of each item of spot buys deposited in a stock area during the invoice period by the spot buy unit price for that item.

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

By means mutually agreed upon by the parties, the contractor shall submit to the contracting officer, at the same time it submits an above referenced invoice, an Invoice Back Up or Usage Report (format as prescribed at PWS Para 6.2) for each item for which reimbursement is requested under the most recent invoice. The list shall reference the contractor's invoice number on which the parts considered are to be paid. The contractor's failure to provide this information on a

timely basis and/or as discussed above, may result in a determination of non-performance under the contract unless otherwise determined by the contracting officer.

**[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 workstation or bin at a specific Navy 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 \$1,350.00 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 workstation or bin at a specific Navy customer site, 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.

**[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 ITEMS (OCT 2022) 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 and Other Covered Entities (Nov 2021) (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) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).
- (6) 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.]

[ X ] (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. 2402).

[ X ] (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.)

[ X ] (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jun 2020) (Pub. L. 109-282) ( 31 U.S.C. 6101 note).

[ ] (5) [Reserved].

[ ] (6) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

- [ ] (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).
- [ X ] (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Nov 2021) ( 31 U.S.C. 6101 note).
- [ X ] (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) ( 41 U.S.C. 2313).
- [ ] (10) [Reserved].
- [ ] (11) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Oct 2022) ( 15 U.S.C. 657a).
- [ ] (12) 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).
- [ ] (13) [Reserved]
- [ ] (14) (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.
- [ ] (15)(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.
- [ X ] (16) 52.219-8, Utilization of Small Business Concerns (Oct 2022) ( 15 U.S.C. 637(d)(2) and (3)).
- [ X ] (17) (i) 52.219-9, Small Business Subcontracting Plan (Oct 2022) ( 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.
- [ X ] (iv) Alternate III (Jun 2020) of 52.219-9.
- [ ] (v) Alternate IV (Sep 2021) of 52.219-9.
- [ ] (18)(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.
- [ ] (19) 52.219-14, Limitations on Subcontracting (Oct 2022) ( 15 U.S.C. 637s).
- [ X ] (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Sep 2021) ( 15 U.S.C. 637(d)(4)(F)(i)).
- [ ] (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Oct 2022) ( 15 U.S.C. 657f).
- [ X ] (22)(i) 52.219-28, Post Award Small Business Program Representation (Oct 2022) ( 15 U.S.C. 632(a)(2)).
- [ ] (ii) Alternate I (Mar 2020) of 52.219-28.
- [ ] (23) 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)).
- [ ] (24) 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)).
- [ X ] (25) 52.219-32, Orders Issued Directly Under Small Business Reserves (Mar 2020) ( 15 U.S.C. 644(r)).
- [ X ] (26) 52.219-33, Nonmanufacturer Rule (Sep 2021) ( 15 U.S.C. 637(a)(17)).
- [ X ] (27) 52.222-3, Convict Labor (Jun 2003) (E.O.11755).
- [ X ] (28) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (Jan 2022) (E.O.13126).
- [ X ] (29) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- [ X ] (30)(i) 52.222-26, Equal Opportunity (Sep 2016) (E.O.11246).
- [ ] (ii) Alternate I (Feb 1999) of 52.222-26.
- [ X ] (31)(i) 52.222-35, Equal Opportunity for Veterans (Jun 2020) ( 38 U.S.C. 4212).
- [ ] (ii) Alternate I (Jul 2014) of 52.222-35.
- [ X ] (32)(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.
- [ X ] (33) 52.222-37, Employment Reports on Veterans (Jun 2020) ( 38 U.S.C. 4212).
- [ X ] (34) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- [ X ] (35)(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).
- [ ] (36) 52.222-54, Employment Eligibility Verification (May 2022) (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.)
- [ ] (37)(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.)

- [ ] (38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).
- [ ] (39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).
- [ X ] (40)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).
- [ ] (ii) Alternate I (Oct 2015) of 52.223-13.
- [ ] (41)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).
- [ ] (ii) Alternate I (Jun 2014) of 52.223-14.
- [ ] (42) 52.223-15, Energy Efficiency in Energy-Consuming Products (May 2020) ( 42 U.S.C. 8259b).
- [ X ] (43) (i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).
- [ ] (ii) Alternate I (Jun 2014) of 52.223-16.
- [ X ] (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Jun 2020) (E.O. 13513).
- [ ] (45) 52.223-20, Aerosols (Jun 2016) (E.O. 13693).
- [ ] (46) 52.223-21, Foams (Jun 2016) (E.O. 13693).
- [ ] (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) 52.225-1, Buy American-Supplies (Nov 2021) ( 41 U.S.C. chapter 83).
- [ ] (49) (i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (Nov 2021) ( 41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 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 (Jan 2021) of 52.225-3.
- [ ] (iii) Alternate II (Jan 2021) of 52.225-3.
- [ ] (iv) Alternate III (Jan 2021) of 52.225-3.
- [ ] (50) 52.225-5, Trade Agreements (Oct 2019) ( 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. 2302 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).
- [ ] (55) 52.229-12, Tax on Certain Foreign Procurements (Feb 2021).
- [ ] (56) 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. 2307(f)).
- [ ] (57) 52.232-30, Installment Payments for Commercial Products and Commercial Services (Nov 2021) ( 41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- [ ] (58) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (Oct 2018) ( 31 U.S.C. 3332).
- [ ] (59) 52.232-34, Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) ( 31 U.S.C. 3332).
- [ ] (60) 52.232-36, Payment by Third Party (May 2014) ( 31 U.S.C. 3332).
- [ ] (61) 52.239-1, Privacy or Security Safeguards (Aug 1996) ( 5 U.S.C. 552a).
- [ ] (62) 52.242-5, Payments to Small Business Subcontractors (Jan 2017) ( 15 U.S.C. 637(d)(13)).
- [ X ] (63)(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. chapter 67).
- [ ] (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).

(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) 52.203-19, 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)).

(iii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Nov 2021) (Section 1634 of Pub. L. 115-91).

(iv) 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).

(v) 52.219-8, Utilization of Small Business Concerns (Oct 2022) ( 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.

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

(vii) 52.222-26, Equal Opportunity (Sep 2015) (E.O.11246).

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

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

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

(xi) 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.

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

(xiii)

(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).
- (xiv) 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).
- (xv) 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).
- (xvi) 52.222-54, Employment Eligibility Verification (May 2022) (E.O. 12989).
- (xvii) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022).
- (xviii) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706).
- (xix)
- (A) 52.224-3, Privacy Training (Jan 2017) ( 5 U.S.C. 552a).
- (B) Alternate I (Jan 2017) of 52.224-3.
- (xx) 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. 2302 Note).
- (xxi) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) ( 42 U.S.C. 1792). Flow down required in accordance with paragraph € of FAR clause 52.226-6.
- (xxii) 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 of Unclassified Controlled Technical Information (DEC 2019)
7. ☐ DFARS 252.204-7013, Limitations on the Use or Disclosure of Information by Litigation Support Solicitation Offerors (FEB 2014)
8. ☐ DFARS 252.204-7014, Limitations on the Use or Disclosure of Information by Litigation Support Contractors (MAY 2016)
9. ☐ DFARS 252.204-7015, Disclosure of Information to Litigation Support Contractors (MAY 2016)
10. ☒ DFARS 252.205-7000, Provision of Information to Cooperative Agreement Holders (DEC 1991)
11. ☐ DFARS 252.209-7001, Reserved
12. ☒ DFARS 252.211-7003, Item Unique Identification and Valuation (MAR 2022)
13. ☐ DFARS 252.211-7006, Reserved
14. ☒ DFARS 252.211-7007, Reporting of Government-Furnished Property (MAR 2022)
15. ☐ DFARS 252.215-7003, Requirements for Submission of Data Other Than Certified Cost or Pricing Data—Canadian Commercial Corporation (JUL 2012)
16. ☐ DFARS 252.215-7004, Requirement for Submission of Data other Than Certified Cost or Pricing Data — Modifications — Canadian Commercial Corporation (OCT 2013)
17. ☐ DFARS 252.215-7007, Notice of Intent to Resolicit (JUN 2012)
18. ☒ DFARS 252.215-7008, Only One Offer (DEC 2022)
19. ☒ DFARS 252.219-7003, Small Business Subcontracting Plan (DoD Contracts) (DEC 2019)
20. ☐ DFARS 252.219-7004, Small Business Subcontracting Plan (Test Program) (DEC 2022)
21. ☐ DFARS 252.223-7008, Prohibition of Hexavalent Chromium (JUN 2013)
22. ☒ DFARS 252.225-7000, Buy American—Balance of Payments Program Certificate (NOV 2014)
  - a. ☐ Alternate I (DEC 2010) of 52.225-7000

23. [ ] DFARS 252.225-7001, Buy American and Balance of Payments Program (JUN 2022)
  - a. \_\_\_Alternate I (JAN 2014) of 252.225-7001
24. [ X ] DFARS 252.225-7008, Restriction on Acquisition of Specialty Metals (MAR 2013)
25. [ X ] DFARS 252.225-7009, Restriction on Acquisition of Certain Articles Containing Specialty Metals (DEC 2022)
26. [ ] DFARS 252.225-7010, Commercial Derivative Military Article—Specialty Metals Compliance Certificate (JUL 2009)
27. [ ] DFARS 252.225-7012, Preference for Certain Domestic Commodities (APR 2022)
28. [ ] DFARS 252.225-7015, Restriction on Acquisition of Hand or Measuring Tools (JUN 2005)
29. [ ] DFARS 252.225-7016, Restriction on Acquisition of Ball and Roller Bearings (JUN 2011)
30. [ ] DFARS 252.225-7017, Photovoltaic Devices (DEC 2022)
31. [ ] DFARS 252.225-7018, *Photovoltaic Devices—Certificate* (DEC 2022)
32. [ ] DFARS 252.225-7020, *Trade Agreements Certificate* (NOV 2014)
  - a. \_\_\_Alternate I (NOV 2014) of 252.225-7020
33. [ X ] DFARS 252.225-7021, Trade Agreements (DEC 2022)
  - a. \_\_\_Alternate II (DEC 2022) of 252.225-7021
34. [ ] DFARS 252.225-7023, Preference for Products or Services from Afghanistan (SEP 2013)
35. [ ] DFARS 252.225-7024, Requirement for Products or Services from Afghanistan (SEP 2013)
36. [ ] DFARS 252.225-7026, Acquisition Restricted to Products or Services from Afghanistan (SEP 2013)
37. [ X ] DFARS 252.225-7027, Restriction on Contingent Fees for Foreign Military Sales (APR 2003)
38. [ X ] DFARS 252.225-7028, Exclusionary Policies and Practices of Foreign Governments (APR 2003)
39. \_\_\_DFARS 252.225-7029, Acquisition of Uniform Components for Afghan Military or Afghan National Police (SEP 2013)
40. [ ] DFARS 252.225-7031, Secondary Arab Boycott of Israel (JUN 2005)
41. [ ] DFARS 252.225-7035, Buy American—Free Trade Agreements—Balance of Payments Program Certificate (DEC 2022)
  - a. \_\_\_Alternate I (DEC 2022) of 252.225-7035
  - b. \_\_\_Alternate II (DEC 2022) of 252.225-7035
  - c. \_\_\_Alternate III (DEC 2022) of 252.225-7035
  - d. \_\_\_Alternate IV (DEC 2022) of 252.225-7035
  - e. \_\_\_Alternate V (DEC 2022) of 252.225-7035
42. [ ] DFARS 252.225-7036, Buy American --Free Trade Agreements--Balance of Payment Program (DEC 2022)
  - a. \_\_\_Alternate I (DEC 2022) of 252.225-7036
  - b. \_\_\_Alternate II (DEC 2022) of 252.225-7036
  - c. \_\_\_Alternate III (DEC 2022) of 252.225-7036
  - d. \_\_\_Alternate IV (DEC 2022) of 252.225-7036
  - e. \_\_\_Alternate V 6 (DEC 2022) of 252.225-7036
43. [ ] DFARS 252.225-7037, Evaluation of Offers for Air Circuit Breakers (DEC 2018)
44. [ ] DFARS 252.225-7038, Restriction on Acquisition of Air Circuit Breakers (DEC 2018)
45. [ ] DFARS 252.225-7040, Contractor Personnel Authorized to Accompany U.S. Armed Forces Deployed Outside the United States (OCT 2015)
46. [ ] DFARS 252.225-7043, Antiterrorism/Force Protection Policy for Defense Contractors Outside the United States (JUN 2015)
47. [ X ] DFARS 252.226-7001, Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (APR 2019)
48. [ ] DFARS 252.227-7013, Rights in Technical Data – Noncommercial Items (DEC 2022)
49. [ X ] DFARS 252.227-7015, Technical Data -- Commercial Items (DEC 2022)
50. [ X ] DFARS 252.227-7037, Validation of Restrictive Markings on Technical Data (DEC 2022),
51. [ X ] DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports (DEC 2018)
52. [ ] DFARS 252.232-7009, Mandatory Payment by Governmentwide Commercial Purchase Card (MAY 2018)
53. [ X ] DFARS 252.232-7010, Levies on Contract Payments (DEC 2006)
54. [ ] DFARS 252.232-7011, Payments in Support of Emergencies and Contingency Operations (MAY 2013)
55. [ ] DFARS 252.237-7010, Prohibition on Interrogation of Detainees by Contractor Personnel (JUN 2013)
56. [ ] DFARS 252.237-7019, Training for Contractor Personnel Interacting with Detainees (JUN 2013)



- 57. [ ] DFARS 252.239-7017, Notice of Supply Chain Risk (DEC 2022)
- 58. [ ] DFARS 252.239-7018, Supply Chain Risk (DEC 2022)
- 59. [ X ] DFARS 252.243-7002, Requests for Equitable Adjustment (DEC 2022)
- 60. [ X ] DFARS 252.244-7000, Subcontracts for Commercial Items (DEC 2022)
- 61. [ X ] DFARS 252.246-7003, Notification of Potential Safety Issues (JUN 2013)
- 62. [ ] DFARS 252.246-7004, Safety of Facilities, Infrastructure, and Equipment for Military Operations (OCT 2010)
- 63. [ ] DFARS 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (JUN 2013)
- 64. [ X ] DFARS 252.247-7022, Representation of Extent of Transportation by Sea (JUN 2019)
- 65. [ X ] DFARS 252.247-7023, Transportation of Supplies by Sea (FEB 2019).
  - a.   X   Alternate I (FEB 2019) of 252.247-7023.
  - b.        Alternate II (FEB 2019) of 252.247-7023
- 66. [ ] DFARS 252.247-7024, Reserved
- 67. [ ] DFARS 252.247-7025, Reflagging or Repair Work (JUN 2005)
- 68. [ ] 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)
- 69. [ ] DFARS 252.247-7027, Riding Gang Member Requirements (MAY 2018)
- 70. [ ] 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 (SEP 2013) DFARS****52.204-04 PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER (MAY 2011) FAR****52.204-07 SYSTEM FOR AWARD MANAGEMENT (OCT 2018) FAR****52.204-09 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011) FAR****52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018) FAR****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 (FEB 2019) DFARS****252.204-7012 SAFE GUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (DEC 2019)**

**As prescribed in 204.7304(c), use the following clause:**

**SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING**

(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.

“Contractor information system” means an information system belonging to, or operated by or for, the Contractor.

“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 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 information that—

(i) Is—

(A) Provided to the contractor by or on behalf of DoD in connection with the performance of the contract; or

(B) Collected, developed, received, transmitted, used, or stored by or on behalf of the contractor in support of the performance of the contract; and

(ii) Falls in any of the following categories:

(A) Controlled technical information.

(B) Critical information (operations security). Specific facts identified through the Operations Security process about friendly intentions, capabilities, and activities vitally needed by adversaries for them to plan and act effectively so as to guarantee failure or unacceptable consequences for friendly mission accomplishment (part of Operations Security process).

(C) Export control. Unclassified information concerning certain items, commodities, technology, software, or other information whose export could reasonably be expected to adversely affect the United States national security and nonproliferation objectives. To include dual use items; items identified in export administration regulations, international traffic in arms regulations and munitions list; license applications; and sensitive nuclear technology information.

(D) Any other information, marked or otherwise identified in the contract, that requires safeguarding or dissemination controls pursuant to and consistent with law, regulations, and Governmentwide policies (e.g., privacy, proprietary business information).

“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.

“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 information is recorded, stored, or printed within an 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.

“Rapid(ly) report(ing)” 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-Non Commercial Items, 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 for all covered defense information on all covered contractor information systems that support the performance of work under this contract. To provide adequate security, the Contractor shall—

(1) Implement information systems security protections on all covered contractor information systems including, at a minimum—

(i) For covered contractor information systems that are part of an Information Technology (IT) service or system operated on behalf of the Government—

(A) Cloud computing services shall be subject to the security requirements specified in the clause 252.239-7010, Cloud Computing Services, of this contract; and

- (B) 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; or
- (ii) 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)(i) of this clause—
- (A) 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," <http://dx.doi.org/10.6028/NIST.SP.800-171> that is in effect at the time the solicitation is issued or as authorized by the Contracting Officer, as soon as practical, but not later than December 31, 2017. The Contractor shall notify the DoD 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; or
- (B) Alternative but equally effective security measures used to compensate for the inability to satisfy a particular requirement and achieve equivalent protection accepted in writing by an authorized representative of the DoD CIO; and
- (2) Apply other information systems security measures when the Contractor reasonably determines that information systems security measures, in addition to those identified in paragraph (b)(1) of this clause, may be required to provide adequate security in a dynamic environment based on an assessed risk or vulnerability.
- (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, 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 <http://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 <http://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 <http://iase.disa.mil/pki/eca/Pages/index.aspx>.
- (d) Malicious software. The Contractor or subcontractors that discover and isolate malicious software in connection with a reported cyber incident shall submit the malicious software in accordance with instructions provided by 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 a covered contractor information system, including subcontracts for commercial items, without alteration, except to identify the parties; and
- (2) When this clause is included in a subcontract, require subcontractors to rapidly report cyber incidents directly to DoD at <http://dibnet.dod.mil> and the prime Contractor. This includes providing the incident report number, automatically assigned by DoD, to the prime Contractor (or next higher-tier subcontractor) as soon as practicable.
- (End of clause)

**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.
- <http://assist.daps.dla.mil/quicksearch/>
- (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 41**

\*\*\*\*

(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**

**52.215-21 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 41**

(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 (MAR 2022) DFARS**

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

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

**52.227-14 RIGHTS IN DATA – GENERAL (MAY 2014) FAR**

**252.227-7014 RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION (FEB 2014) DFARS**

**252.227-7015 TECHNICAL DATA – COMMERCIAL ITEMS (FEB 2014) DFARS**

**52.228-5 INSURANCE-WORK ON A GOVERNMENT INSTALLATION (JAN 1997)**

**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 ITEMS AND COMMERCIAL COMPONENTS (DOD CONTRACTS) (JAN 2021) DFARS**

**52.245-01 GOVERNMENT PROPERTY (SEP 2021) FAR**

**52.245-01 GOVERNMENT PROPERTY ALT I (APR 2012) FAR**

**52.245-09 USE AND CHARGES (APR 2012) FAR****252.245-7001 TAGGING, LABELING, AND MARKING OF GOVERNMENT-FURNISHED PROPERTY (APR 2012) DFARS****252.245-7002 REPORTING LOSS OF GOVERNMENT PROPERTY (JAN 2021) DFARS****252.245-7003 CONTRACTOR PROPERTY MANAGEMENT SYSTEM ADMINISTRATION (APR 2012) DFARS****252.245-7004 REPORTING, REUTILIZATION, AND DISPOSAL (DEC 2017) DFARS****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 41****252.246-7003 NOTIFICATION OF POTENTIAL SAFETY ISSUES (JUN 2013) DFARS****52.247-34 F.O.B. DESTINATION (NOV 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****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 <http://farsite.hill.af.mil/>.  
(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 ITEMS (NOV 2021) FAR**

### **52.212-02 EVALUATION - COMMERCIAL ITEMS 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 ITEMS (OCT 2022) 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 concern—

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned 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.

(2) Service-disabled veteran 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).

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 124.1002, 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 \$750,000 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 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) Service-disabled veteran-owned small business 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 as part of its offer that—

(4) 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 124.1002.

(5) 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.

(6) 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: \_\_\_\_.]

(7) 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: \_\_\_\_.]

(8) 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.

(9) 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: \_\_\_\_\_

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

(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 "Bahrainian, 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 Bahrainian, 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 Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin

[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)

[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. \_\_\_\_

[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 I. If Alternate I 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 Canadian end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":

Canadian End Products:

Line Item No.

[List as necessary]

(3) 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 Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.	Country of Origin

[List as necessary]

(4) 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 paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, 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 Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin

[List as necessary]

(5) 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)(5)(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.

Line-Item No.	Country 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.

(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 (OCT 2014) FAR**

As prescribed in 12.301(b)(2), add the following paragraph (c)(12) to the basic provision:

(12) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c)(8) 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 (JUL 2019) DFARS**

**52.216-01 TYPE OF CONTRACT (APR 1984) FAR**

The Government contemplates award of a Fixed Price with Economic Price Adjustment Indefinite Delivery Indefinite Quantity contract resulting from this solicitation. (End of provision)

**52.217-05 EVALUATION OF OPTIONS (JUL 1990) FAR**

**52.222-24 PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION (FEB 1999) FAR**

**52.233-9000 AGENCY PROTESTS (NOV 2011) DLAD**

**52.233-9001 DISPUTES - AGREEMENT TO USE ALTERNATIVE DISPUTE RESOLUTION (NOV 2011) DLAD**

(a) The parties agree to negotiate with each other to try to resolve any disputes that may arise. If unassisted negotiations are unsuccessful, the parties will use alternative dispute resolution (ADR) techniques to try to resolve the dispute.

Litigation will only be considered as a last resort when ADR is unsuccessful or has been documented by the party rejecting ADR to be inappropriate for resolving the dispute.

(b) Before either party determines ADR inappropriate, that party must discuss the use of ADR with the other party. The documentation rejecting ADR must be signed by an official authorized to bind the contractor (see FAR 52.233-1), or, for the Agency, by the contracting officer, and approved at a level above the contracting officer after consultation with the ADR Specialist and legal counsel. Contractor personnel are also encouraged to include the ADR Specialist in their discussions with the contracting officer before determining ADR to be inappropriate.

(c) If you wish to opt out of this clause, check here [ ]. Alternate wording may be negotiated with the contracting officer. (End of Provision)

**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 <http://farsite.hil.af.mil/>.

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
SPE4A7-23-R-0105

(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: Jessica Rackley

6090 Strathmore Rd.

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)****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****C02 - MANUFACTURING PHASE-OUT OR DISCONTINUATION OF PRODUCTION, DIMINISHING SOURCES, AND OBSOLETE MATERIALS OR COMPONENTS****C06 - SURGE AND SUSTAINMENT (S&S) REQUIREMENTS – SEE NOTE 3 ON PAGE 41****C07 - WARSTOPPER PROGRAM MATERIAL BUFFER AVAILABILITY****C09 - ECONOMIC PRICE ADJUSTMENT – DEPARTMENT OF LABOR INDEX**

(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

6640	6820	7195	7540	7930	8340	8710	9130	9535
6645	6830	7210	7610	8010	8345	8720	9140	9540
6650	6840	7220	7630	8020	8405	8730	9150	9545
6655	6850	7230	7640	8030	8410	8810	9160	9610
6660	6910	7240	7641	8040	8415	8820	9310	9620
6665	6920	7290	7642	8105	8420	8905	9320	9630
6670	6930	7310	7643	8110	8425	8910	9330	9640
6675	6940	7320	7644	8115	8430	8915	9340	9650
6680	7010	7330	7650	8120	8435	8920	9350	9660
6685	7020	7340	7660	8125	8440	8925	9390	9670

Source Selection – FAR 2.101 and 3.104

## CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
SPE4A7-23-R-0105

6695	7021	7350	7670	8130	8445	8930	9410	9680
6710	7022	7360	7690	8135	8450	8935	9420	9905
6720	7025	7420	7710	8140	8455	8940	9430	9910
6730	7030	7430	7720	8145	8460	8945	9440	9915
6740	7035	7435	7730	8305	8465	8950	9450	9920
6750	7040	7450	7740	8310	8470	8955	9505	9925
6760	7042	7460	7810	8315	8475	8960	9510	9930
6770	7045	7490	7820	8320	8510	8965	9515	9999
6780	7050	7510	7830	8325	8520	8970	9520	1640
6810	7105	7520	7910	8330	8530	8975	9525	1005
7110	7125	7530	7920	8335	8540	9110	9530	1010
1015	1287	2010	2805	3220	3438	3540	3694	3950
1020	1290	2050	2815	3230	3439	3550	3695	3960
1025	1420	2060	2820	3405	3441	3590	3710	3990
1030	1430	2090	2825	3408	3442	3605	3720	4010
1035	1440	2230	2830	3410	3443	3610	3730	4020
1040	1450	2240	2850	3411	3444	3611	3740	4030
1045	1610	2250	2895	3412	3445	3615	3750	4110
1055	1615	2310	2910	3413	3446	3620	3770	4120
1075	1620	2320	2920	3414	3447	3625	3805	4130
1080	1630	2330	2930	3415	3448	3630	3810	4140
1090	1650	2340	2940	3416	3449	3635	3815	4150
1095	1660	2410	2990	3417	3450	3640	3820	4210
1210	1710	2420	2995	3418	3455	3645	3825	4220
1220	1720	2430	3010	3419	3456	3650	3830	4230
1240	1730	2510	3020	3422	3460	3655	3835	4235
1250	1740	2520	3030	3424	3461	3660	3895	4240
1260	1820	2530	3040	3426	3465	3670	3910	4250
1265	1830	2540	3110	3431	3470	3680	3915	4310
1270	1840	2541	3120	3432	3510	3685	3920	4320
1280	1850	2590	3130	3433	3520	3690	3930	4330
1285	1860	2620	3210	3436	3530	3693	3940	4410
4420	4927	5340	5640	5850	5970	6030	6145	6532
4430	4930	5341	5650	5855	5975	6032	6150	6540
4440	4931	5342	5660	5860	5977	6033	6160	6545
4460	4933	5345	5670	5865	5980	6034	6210	6550
4510	4935	5350	5675	5895	5985	6035	6220	6605
4520	4940	5355	5680	5905	5990	6040	6230	6610
4530	4960	5365	5805	5910	5995	6050	6240	6615
4540	4970	5410	5810	5915	5996	6060	6250	6620
4610	5110	5411	5811	5920	5998	6070	6260	6625
4620	5120	5419	5815	5925	5999	6080	6310	6630
4630	5130	5420	5820	5930	6005	6099	6320	6635
4710	5133	5430	5821	5935	6006	6105	6330	6636
4720	5136	5440	5825	5940	6007	6110	6340	
4730	5140	5445	5826	5945	6008	6115	6350	
4810	5180	5450	5830	5950	6010	6116	6505	
4820	5210	5510	5831	5955	6015	6117	6508	
4910	5220	5520	5835	5960	6020	6120	6510	
4920	5280	5530	5836	5961	6021	6125	6515	
4921	5330	5610	5840	5962	6025	6130	6520	
4923	5331	5620	5841	5963	6026	6135	6525	
4925	5335	5630	5845	5965	6029	6140	6530	

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
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(2) "*Base index*" means the arithmetic average of the final version of the indexes published for the 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 two (2) month arithmetic average of the [x] first published or [ ] final version of the index for the two (2) months 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 adjustments 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.

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#### **E06 - INSPECTION ACCEPTANCE AT ORIGIN – SEE NOTE 2 ON PAGE 41**

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

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

#### **H04 - SOURCING FOR CRITICAL SAFETY ITEMS**

#### **H14 - CONTRACTOR PERSONNEL SECURITY REQUIREMENTS**

#### **L02 - ELECTRONIC ORDER TRANSMISSION**

#### **L04 - OFFERS FOR PART NUMBERED ITEMS**

#### **L18 - SURGE AND SUSTAINMENT (S&S) REQUIREMENTS – INSTRUCTIONS TO OFFERORS – SEE NOTE 3 ON PAGE 41**

#### **L19 - SURGE AND SUSTAINMENT (S&S) - CAPABILITY ASSESSMENT PLAN (CAP) – SEE NOTE 3 ON PAGE 41**

#### **L22 - RESTRICTION OF ALTERNATE OFFERS FOR SOURCE CONTROLLED ITEMS**

#### **L25 - EVALUATION OF OFFERS - ECONOMIC PRICE ADJUSTMENT**



**L27 - ADDITION AND DELETION OF ITEMS****M01 - QUALIFIED SUPPLIERS FOR FEDERAL SUPPLY CLASS (FSC) 5961 SEMICONDUCTORS AND MICROCIRCUITS****M06 - EVALUATION OF OFFERS FOR PART NUMBERED ITEMS****M07 - SURGE AND SUSTAINMENT (S&S) EVALUATION – SEE NOTE 3 ON PAGE 41****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****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****Note 3: This clause is only applicable to world-wide demand commercially sourced items that require Surge and Sustainment****[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

**SPECIAL CONTRACT REQUIREMENTS****H-901 Estimated, Maximum and Guaranteed Minimum Dollar Value of the Contract (DLA AVN IPV, OCT 2022)**

Estimated/Maximum: The estimated and maximum dollar values of the solicitation represent all IPV costs to the government including the following: Vendor Sourced Material, Spot Buy Material, Worldwide Demand Material, Material Management Fees, increased personnel, kitting, etc. Material sourced by the IPV from DLA (DLA Sourced Material) through the use of Signal Code B transactions is not included in the dollar values of this solicitation. The total estimated dollar value of this acquisition is \$250,000,000 for all Navy customer sites in the event that the base period and all option periods are invoked. The total maximum dollar value of this acquisition is \$500,000,000 in the event that the base period and all option periods are invoked.

The Government has no obligation to order the estimated quantities stated on the solicitation nor has any liability if the estimated quantities are either substantially more or less than the actuals during performance; however, the guaranteed minimum in terms of dollar value will apply in any combination of material (vendor sourced, spot buys, worldwide demand, kitting). Dollar values shown are total for the period cited and are not broken down by Navy customer site.

Guaranteed Minimum: The guaranteed minimum dollar value of this acquisition is \$3,750,000 and applies to the base period only.

Period of Performance	Estimated Dollar Value	Guaranteed Minimum Dollar Value	Maximum Dollar Value
Base Period (3 Years)	\$75,000,000	\$3,750,000	\$150,000,000
Option 1 (2 Years)	\$50,000,000	\$0	\$100,000,000
Option 2 (2 Years)	\$50,000,000	\$0	\$100,000,000
Option 3 (3 Years)	\$75,000,000	\$0	\$150,000,000
Total	\$250,000,000	\$3,750,000	\$500,000,000

(End of Clause)

**H-902 SPOT BUYS - IPV CONTRACTS (DLA AVN IPV, OCT 2022)**

The designated Navy Customer Sites are collectively referred to herein as, "Customer." Acquisition(s) under this clause shall be termed, "*Spot Buys*," and may occur at any time, or from time to time, as dictated by the needs of the Customer. Spot Buys are ad hoc orders for material required by the customer. The contractor will submit a quote to the DLA Contracting Officer for approval prior to obtaining/shipping the material. Repetitive use of this clause may occur for the acquisition of items not listed on the schedule of items until a determination is made to add the item(s) to the contract in accordance with the clause entitled, "Addition and Deletion of Items." Spot buys will be submitted via a spot buy format agreed to by the parties per the contract transition plan.

(a) Pursuant to Paragraph 1.1, "Scope," of the Performance Work Statement (PWS), the spare parts or industrial hardware in the Category in (a)(1) or (2) below may be acquired under this contract in accordance with procedures agreed to by the Parties. The contract Sourcing Order of Priority cited at Paragraph 2.4.4 of the PWS applies to all spot buys. The IPV is expected to seek competition to the maximum extent practicable for the circumstances when processing spot buys via their vendor supply chain.

**(1) Items Not Identified To The Contract At Date of Need.** Spare parts or industrial hardware items not listed on the schedule of items at the date of need, but which are items that the customer either stores, or would store, at or near the point of use in their maintenance, overhaul and/or repair of weapons systems and related equipment; or items that are within the scope of the contract which the customer requires in order to meet their mission. Customer will identify any requirement for an item designated by a National Stock Number (NSN), applicable Government or Non-Government Drawing(s) and/or Specification(s), Original Equipment Manufacturer (OEM) Part Number(s), or Customer Local Stock Number(s) or Part Number(s) not included in the contract, but for which Customer requires support from the IPV to meet its maintenance, overhaul and/or repair mission. Customer will initiate a spot buy request to the Contractor.

**(2) Items Identified To The Contract At Date of Need.** For spare parts or industrial hardware items for which a bin location is previously established for which the cognizant government source of supply cannot meet the customer Required Delivery Date (RDD), the IPV may unilaterally generate spot buy requests upon receipt of a backorder status from the cognizant source of supply where the backorder estimated delivery date (EDD) will not meet the customer RDD. The purchase quantity for these spot buys will not be greater than three times the bin Authorized Quantity (AQ)

(b) Upon receipt of a Spot Buy request from the Customer, or for spot buys initiated by the IPV in accordance with (a)(2) of this provision, the IPV will ascertain the availability of the item from DLA or the cognizant government source of supply. The IPV will submit a MILSTRIP requisition to DLA or the cognizant source of supply. If the requisition is backordered and the EDD does not meet the customers RDD, the IPV will quote a price and delivery to the DLA contracting officer. The price must be a complete price for delivery F.O.B. Destination Customer Site, including material, labor, overhead and G&A [to the extent that labor, overhead and G&A have not been included in the price of Contract Line Item Number (CLIN) 0002 for material management], transportation and profit.

(c) The Contracting Officer shall: determine if the requirement is within the scope of the contract; ascertain the current status of availability of material from the cognizant source of supply; and perform the full evaluation/negotiation and determination of fair and reasonable price on a preorder basis consistent with regulatory requirements and Customer's needs for all spot buy requests. The Contracting Officer will rely on information furnished by the Customer and the IPV, as well as information independent of either or both. The Contracting Officer will approve or reject each spot buy and notify the contractor in a format agreed to by the parties in the contract management plan.

(c) (1) Approved spot buys – For approved spot buys the Contracting Officer will issue an approval notification to the IPV.

(c) (2) Rejected Spot Buys – The Contracting Officer will provide notice that the spot buy was rejected and include the reason for rejection. For spot buys rejected for price, the customer may submit a supplemental impact statement for the Contracting Officers consideration.

(d) Reports: All spot buys must be recorded in the contractor's information system and reported in the monthly usage reports to the government in the formats prescribed in the contract.

(e) Invoices. The IPV shall submit invoices for items provided under this contract in accordance with the invoicing procedures of the contract.

**(End of Clause)**

### **H-903 ADDITION AND DELETION OF ITEMS (DLA AVN IPV, OCT 2022)**

(a) From time to time, items may be added to, or deleted from, this contract, as the requirements of the Customer might dictate. These items may be spare parts cataloged under the FSCs listed in this contract which were not identified as Consumable Spare Parts at the date of contract, but since have been determined to be consumable items having application to the maintenance, overhaul and repair 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 central data base along with any other requirements data for integration into the Contractor's supply chain management process. Conversely, items may be deleted from the contract because they no longer have application as consumable spare parts, 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 technical data and quality provisions as designated by the specific National Stock Number (NSN).***

#### **(b) Administration of Additions and Deletions under this clause.**

Additions of items under this clause shall be by Supplemental Agreement. Deletions shall be by Unilateral Modification (Change Order).

#### **(1) Addition of Items.**

Within ten (10) days after the Contractor's receipt of the Contracting Officer's request that an item be added to the contract, the Contractor shall commence replenishment to include: establishing the items in the contractor's information system, obtaining the storage bin, and initiate a material order. The contractor will initially source the item from DLA. Subsequently the item may become a candidate for vendor sourced item.

**(2) Deletion of Items.**

(i) 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 under FAR 52.249-2 "Termination for Convenience of the Government (Fixed-Price) (APR 2012)" and subject to the Excess Contract Inventory (DLA AVN IPV, OCT 2022) clause.

**(End of Clause)****H-904 EXCESS CONTRACT INVENTORY (DLA AVN IPV, OCT 2022)**

**(a) Scope.** Subject to any other conditions or limitations herein, this clause applies only to vendor sourced items/quantities in support of bin replenishment support at one or more designated customer site(s). It does not apply to vendor sourced items/quantities comprising "Worldwide Demand" requirements. This clause will be invoked at the end of the final period of performance under the contract. Hereafter, the DLA Military Customer Site(s) at which bench stock "just-in-time" bin replenishment support is provided for under this contract are collectively referred to as, "Customer."

**(b) Definitions**

1. "Excess Contract Inventory," means vendor sourced items which are:

- a. supplies in the Integrated Product-support Vendor's (IPV's) own inventory; or,
- b. supplies in the inventory of the IPV's supplier(s) being held for the account of the IPV; or,
- c. supplies for which the IPV is contractually bound to purchase from its supplier(s) and are

(i) supplies the IPV, its manufacturer(s), vendor(s), supplier(s), or other subcontractor(s) manufactured or acquired in anticipation of fulfilling Customer's bench stock item bin replenishment requirements based on the Government's good faith estimated quantities for replenishment of bench stock requirements priced at the date of contract award; or,

(ii) supplies that were not distributed during any effective period of the contract because of the difference between the Government's good faith estimated quantities required for Customer's bench stock item bin replenishment and the Customer's actual requirements for bench stock item bin replenishment; and are,

(iii) supplies that essentially have no commercial resale potential, or because their use is unique to the Customer's Military Weapons System(s), even though such supplies are "commercial items" within the definition thereof contained in Paragraph 2.101 of the Federal Acquisition Regulation (FAR 2.101); and are,

(iv) supplies that were not deleted or otherwise disposed of, under any other provision of this contract prior to the final date for performance as indicated above; and are,

(a) Quantities of material not exceeding 33 percent of one annual estimated quantity (AEQ) excluding any sales to date. NOTE: Liquidation quantity is never to exceed one AEQ.

Note: For purposes of (iii) above, the phrase "no commercial resale potential," means that there is no customer or entity other than the Government that uses the item.

**(c) Notification of Excess Contract Inventory.** Unless a longer period is authorized by the contracting officer, the contractor shall notify the contracting officer of excess contract inventory within 60 days after the last day for performance under the contract. The Contractor's request for the Government's purchase of excess contract inventory must be accompanied by, or otherwise supported with, the following:

- (i) A listing of the National Stock Number(s) (NSNs) and Nomenclature(s)/Part Number(s) of the retained item(s);
- (ii) The date of manufacture of the retained item(s) for purposes of this contract;
- (iii) The date of purchase of, or the date of a legally binding commitment to purchase the retained item(s) by the Contractor, its vendor(s), supplier(s) or subcontractor(s);
- (iv) The parts cost(s) of the retained item(s) established by purchase orders, paid invoices and account records;
- (v) Inventory records to establish the existence of the retained item(s) in the Contractor's inventories, or in the inventories of its manufacturer(s), vendor(s), supplier(s), or other subcontractor(s) coupled with documents reflecting the Contractor's legally binding commitment to purchase the retained item(s); and,
- (vi) Such other documentation deemed appropriate by the contracting officer.

The contracting officer shall respond to the Contractor's request for the purchase of "excess contract inventory" within 60 days of receipt of the Contractor's request.

**(d) Purchase of Excess Contract Inventory by the Government.** The Government will purchase " excess contract inventory" at parts cost plus handling and shipping costs applicable to the purchase of such inventory. If a retained item has more than one parts cost based on purchase by the Contractor at different times, the calculation of the applicable parts cost shall be on a first in - first out (FIFO) basis. Reimbursement for costs other than parts cost plus handling and shipping costs relating to the Government's purchase of "excess contract inventory" shall be in accordance with, and to the extent that, other provisions of this contract provide for such reimbursement, if any. The purchase of the Contractor's excess contract inventory shall be accomplished by a Bilateral Modification to the contract. The execution of the Modification by the Parties shall, constitute full accord and satisfaction of the Government's obligation to purchase excess contract inventory under this clause.

**(e) Order of Priority of Claims.** No claim shall be asserted under this clause if disposition of inventory claim(s) have been, or may be, accomplished under any other clause of this contract. This clause shall be used as the last resort.

**(f) Disputes Provision.** Any disagreement by the parties under this clause shall constitute a dispute within the meaning of the "Disputes" provision of this contract.

**(End of Clause)**

**H-905 ADDITIONAL IPV SITES / BACK UP PRODUCT-SUPPORT VENDORS (DLA AVN IPV, OCT 2022)**

Additional site(s) may be included under this contract to support operations at any DLA customer site requiring IPV program support. Instances that may occur could include, but are not limited to, termination of incumbent DLA Aviation IPV Support due to contractor default, existing IPV contract exceeded maximum dollar value limitation, a new DLA customer may require the IPV program, etc. The provisions of FAR 6.302, Circumstances Permitting Other Than Full and Open Competition, will apply. The offeror that is awarded a Product-support Vendor contract under this solicitation may become a potential supplier for other Product-support Vendor contracts to support operations at any DLA customer site requiring IPV program support. Offerors agreement to perform as a potential backup contractor is required. The designation to act as a backup will be executed by a bilateral modification. The appropriate annual fixed Material Management dollar fee will be negotiated as necessary.

**(End of Clause)**

**H-906 MARKET BASKET PRICING (DLA AVN IPV, OCT 2022)**

Offerors must price all items in the market basket. Proposals leaving any items unpriced may deem that proposal 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. However, 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 time of award.

**(End of Clause)**

**H-907 HAZARDOUS MATERIAL (DLA AVN IPV, OCT 2022)**

Definition. Hazardous Materials include any material defined as such under Federal Standards No. 313, The Standard is available from the Specification Unit of the General Services Administration (GSA), (Unit 3FBP-W), 7th & D Streets, N.W., Washington D.C. 20407.

**Treatment to be Accorded Hazardous Material.** The Contractor shall obtain Material Safety Data Sheets (MSDS) and Hazard Warning Labels for use when necessary or appropriate. The contractor shall maintain records with respect to the use of such sheets or labels. It shall be the responsibility of the contractor to ensure that under circumstances where it becomes necessary for the contractor and/or its vendors, subcontractors or suppliers to handle, transfer, ship, store or distribute hazardous materials, in order to meet the provisions of this contract, that the contractor, vendor, subcontractor or supplier shall have been thoroughly trained in the treatment to be accorded hazardous materials and operate in strict accordance with local operating instructions regarding the handling of hazardous materials.

**(End of Clause)**

**H-908 INCREASED PERSONNEL (DLA AVN IPV, NOV 2022)**

During the performance of the contract, the Navy customer may determine that additional resources are required to achieve short term objectives relating to production requirements not originally anticipated or defined in the contract performance work statement. Subject to the following, the Contractor may be asked to temporarily increase the number of personnel on its staff or to implement an overtime pay schedule utilizing existing staff.

(i) For additional work scheduled during normal work hours, the contractor will use temporary/part time personnel at regular rates of compensation (non-overtime rates). In order for the contractor to support additional work scheduled outside the hours or shifts annotated in the contract, the contractor will invoke an overtime compensation (overtime rates) work schedule utilizing existing personnel or will use temporary part-time personnel at regular rates of compensation (non-overtime rates). Any additional work must first be approved by the Contracting Officer's Representative (COR). The additional compensation for overtime and/or non-overtime payroll amounts shall be included in the Contractor's monthly invoice for material management in the month the additional compensation was executed.

**Definitions:**

- a. Standard Work Week: A standard work week for calculating overtime begins on Monday and ends on Sunday.
- b. Standard Workday: The standard workday begins at 12:00:01 AM and ends 24 hours later at 12:00:00 PM.
  - 1. When consecutive hours invoiced carry over into the next workday, such hours are considered part of the preceding workday for determining applicable overtime pay.
  - 2. Unless required by law, there is no minimum number of hours charged to any workday.
- c. Non-overtime Compensation Definition:
  - 1. Individual's hours invoiced up to 40 total hours accumulated in one standard workweek.
  - 2. Standard rates, overhead, G&A and fringe apply.
- d. Regular Overtime Compensation Definition (1 1/2 times the Non-Overtime Rate):
  - 1. Individual's hours invoiced in excess of 40 total hours accumulated in one week, except for exclusions listed under the definition of Other Overtime.
  - 2. Individual's hours invoiced up to 12 total hours accumulated on a contractor holiday.
  - 3. Individual's hours invoiced up to 8 hours accumulated on the seventh (7) consecutive day of work effort, except for exclusions listed under the definition of Other Overtime. Individual's total hours invoiced exceeds 48 total hours and seven consecutive days of work effort are realized in the same standard work week.
- e. Other Overtime Compensation Rates (Two times the Non-Overtime Rate):
  - 1. Individual's hours invoiced in excess of 12 total hours accumulated in one workday.
  - 2. Individual's hours invoiced in excess of 12 total hours accumulated on a contractor holiday.
  - 3. Individual's hours invoiced in excess of 8 hours accumulated on the seventh (7) consecutive day of work effort. Individual's total hours invoiced exceeds 48 total hours and seven consecutive days of work effort are realized in the same standard work week. All hours invoiced during the work week are included in the calculation for determining total hours invoiced.

(ii) The COR at the Navy site will notify the contractor of the additional effort required. The Contractor will present the contracting officer with a written proposal. The proposal will include the labor categories required based on the effort, the number of hours required with the appropriate hourly rates and the period of performance. The contracting officer will contact the COR for concurrence of the price within 5 business days of the presentation. If approved, the Contracting Officer will sign the proposal form and present it to the contractor, with a proposed start date for the effort. All work will be invoiced for inclusion in the appropriate billing cycle during which the work is performed.

**(End of Clause)**

**H- 909 KEY PERSONNEL – FIXED PRICE CONTRACTS (DLA AVN IPV NOV 2022)**

(a) Certain skilled, experienced, professional and/or technical personnel are essential for successful accomplishment of the work to be performed under this contract. These are defined as "Key Personnel" and are those persons whose resumes were submitted as part of the technical/management proposal for evaluation. The Contractor agrees to use said key personnel during the performance of this contract and that they shall not be removed from the contract work or replaced unless authorized in accordance with this clause.

(b) The Contractor shall not substitute key personnel assigned to perform work under this contract without the prior approval of the Contracting Officer. Requests for approval of substitutions shall be in writing and shall provide a detailed explanation of the circumstances necessitating the proposed substitutions. The request must contain a complete resume for the proposed substitute, and any other information requested or needed by the Contracting Officer to approve or disapprove the request. Proposed substitutes must have qualifications that are equal to or higher than the key personnel being replaced. The Contracting Officer or his/her authorized representative shall evaluate such requests and promptly notify the Contractor in writing whether the proposed substitution is acceptable.

(c) If the Contracting Officer determines that suitable and timely replacement of key personnel who have been reassigned, terminated, or have otherwise become unavailable for the contract work is not reasonably forthcoming, or the resultant substitution would be so substantial as to impair the successful completion of the contract or the delivery order in accordance with the proposal accepted by the Government at time of contract award, the Contracting Officer may

(1) terminate the contract for default or for the convenience of the Government, as appropriate,  
or

(2) if the Contracting Officer finds the Contractor at fault for the condition, equitably adjust the contract price downward to compensate the Government for any resultant delay, loss, or damage.

(d) The provisions of this clause shall be fully applicable to any subcontract which may be entered into.

(e) Key personnel to include replacement during performance are subject to the offeror security requirements stated in the solicitation.

(f) Key personnel are:

1. Program Manager
2. Asst Program Manager
3. Site Manager
4. Contracts Representative
5. IT Systems Specialist

**(End of Provision)**

#### **H-910 DEPARTMENT OF DEFENSE ACTIVITY ADDRESS CODE (DLA AVN IPV NOV 2022)**

(a) The contractor will be issued a Department of Defense Activity Address Code (DODAAC) that, subject to the terms, provisions, limitations, and conditions set forth elsewhere in this contract, will enable the contractor to obtain from government sources spare parts as designated in the schedule of items (SOI). The contractor will employ MILSTRIP Signal Code B orders to obtain material from the government. All material obtained from the government must be delivered to the customers bin within 2 business days of receipt by the contractor. No government sourced material can be held by the contractor for future demands without approval by the contracting officer. Approval from the Contracting Officer is required prior to the contractor acquiring through government sources any commercially priced item.

(b) In those instances where the contracting officer approves and the contractor obtains vendor sourced (commercially priced) items from government sources, the following shall apply:

- (1) The price to be charged on the IPVs invoice shall be the lower of
- (i) the price paid to purchase the item from the government source of supply or
  - (ii) the contract (vendor sourced) price.

(2) Exception to (b)(1)(i). The pricing/invoicing structure of (b)(1) above shall not apply when the contractor has supplied 100% of the Governments estimated annual quantity for the current contract year for any item commercial accepted under this contract and as a result of meeting this required contract quantity, the vendor needs additional market-driven ramp up time to obtain the material to support the increased demand. The commercial pricing will resume after the required negotiated market-driven ramp up period has been met.

or

all of the following elements are present at the time of the contractor's access to government sources to supply:

- (i) the contractors request for item(s) from government sources of supply has resulted from a cause other than its inability to obtain the item(s) through its own suppliers; and

- (ii) the required item(s) is/are not available from the government source of supply; and
- (iii) the IPV is required to obtain the item(s) elsewhere to meet its contract performance requirements.

(c) For those instances when the contracting officer directs the contractor to use government source(s) of supply, the following shall apply:

- (i) If use of government source(s) of supply impact(s) the cost of the contractor's performance, the contract price for parts or infrastructure, or both, may be subject to an equitable adjustment;
- (ii) If a delay in, or failure of, performance on the part of the government source(s) of supply cause(s) a delay in, or failure by, the contractor in meeting the performance requirements of this contract, the delay or failure shall be deemed a government-caused delay or failure for purposes of the performance metrics and elements of contract administration.

**(End of Clause)**

**H-911 ADDENDUM TO CLAUSE FAR 52.228-5, INSURANCE – WORK ON A GOVERNMENT INSTALLATION (JAN 1997)**

In accordance with FAR 28.306(b), the Contractor shall maintain the minimum insurance coverage specified below:

**a. Workers' Compensation and Employer's Liability**

The Contractor is required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not subject to compensation under those statutes, they shall be covered under the employer's liability section of the insurance policy, unless the contract operations are so commingled with the Contractor's commercial operations that this coverage is not practical. Employer liability coverage of at least \$100,000.00 is required.

**b. General Liability.**

The Contractor shall maintain bodily injury liability insurance coverage written, on the comprehensive form of policy, in an amount of at least \$500,000.00 per occurrence.

**c. Automobile Liability.**

The Contractor shall maintain automobile liability insurance written on the comprehensive form of policy in the following minimum amounts:

- (i) Personal Injury: \$200,000.00 per person and \$500,000.00 per each occurrence.
- (ii) Property Damage: \$20,000.00 per occurrence.



**SECTION L INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS**

**Preparation and Submittal:** The following instructions cover the preparation and submittal of the offeror's proposal for this solicitation. To assure 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 Request for Proposal (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.

**Federal Acquisition Regulations (FAR) 52.212-1 INSTRUCTIONS TO OFFERORS – COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (NOV 2021) (TAILORED)**

(a) North American Industry Classification System (NAICS) code and small business size standard. The Navy Industrial Product Support Vendor (IPV) Generation IV Contract Renewal will be a contract for supplies corresponding to North American Industry Classification System (NAICS) code 332722. This United States (U.S.) Industry comprises establishments primarily engaged in manufacturing metal bolts, nuts, screws, rivets, washers, and other industrial fasteners using machines, such as headers, threaders, and nut forming machines. The size standard in number of employees associated with NAICS code 332722 is 500 employees.

(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation.

**Via Department of Defense Secure Access File Exchange (DoD SAFE) Transmission:**

Offerors must submit the full name and email address of one Proposal Point of Contact (POC) to the Defense Logistics Agency (DLA) Contracting Officer (DLA KO), Jessica Rackley at Jessica.Rackley@dla.mil, no later than 5:00 p.m. Eastern Standard Time (EST) 14 days prior to the proposal due date to receive a dedicated DoD SAFE link for secure offer transmission.

(c) Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall-

(1) Mark the title page with the following legend:

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed -- in whole or in part -- for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of--or in connection with-- the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and

(2) Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

**L.1** Proposals for each portion of the acquisition will be evaluated in terms of both price and non-price factors in accordance with the evaluation criteria contained in this solicitation. Offerors should thoroughly read and understand the terms and conditions contained in the solicitation. Failure to provide any information requested in the solicitation may result in proposal rejection by the DLA KO and thus, preclude it from any further consideration for contract award. Offerors shall ensure that the information contained in their proposal is factual, accurate, and complete. If the Government accepts the offer, it will contractually bind the contractor to the terms and conditions of the solicitation.

**FAR 52.212-1, INSTRUCTIONS TO OFFERORS (ADDENDA)**

**This Section L is intended to supplement the provision at FAR 52.212-1. In the event of a conflict, this Section L will take precedence.**

**L.2. Minimum Acceptance Period.** In accordance with FAR 52.212-1(c), the offeror agrees to hold the prices in its offer for 180 calendar days from the date specified for receipt of offers.

**L.3. Communications Between the Government and Offerors Prior to Closing.**

**L.3.1.** Communications are exchanges between the Government and offerors. Communications prior to proposal submission may occur for the purpose of clarifying elements of the solicitation. They will be conducted as follows-

**L.3.1.1.** Request for clarification, questions and/or information concerning this solicitation shall be submitted in writing via electronic mail to the following:

**Primary:** Jessica Rackley, DLA KO  
**Email:** [Jessica.Rackley@dla.mil](mailto:Jessica.Rackley@dla.mil)  
**Subject:** Solicitation SPE4A7-23-R-0105

**Secondary:** Richard Alexander, Jr., Alternate DLA KO  
**Email:** [Richard.Alexander@dla.mil](mailto:Richard.Alexander@dla.mil)  
**Subject:** Solicitation SPE4A7-23-R-0105

**L.3.1.2. Offers should be sent via dedicated DoD SAFE Transmission.**

To receive a dedicated DoD SAFE link for secure offer transmission, offerors must submit the full name and email address of one Proposal POC to the primary DLA KO, Jessica Rackley at [Jessica.Rackley@dla.mil](mailto:Jessica.Rackley@dla.mil), no later than 5:00 p.m. EST fourteen (14) days prior to the proposal due date. The Government will acknowledge receipt within five business days. Offerors not receiving an acknowledgement within five business days should assume the request was not received and contact the primary DLA KO for another DoD SAFE transmission link. The Government assumes no responsibility for delay or loss of correspondence.

**L.3.1.3.** Request(s) for clarification and/or information concerning this solicitation shall include the appropriate solicitation reference (i.e., section, page, and/or paragraph), contractor question and contractor POC information.

**L.3.1.4.** No information concerning this solicitation or requests for clarification will be provided in response to offeror-initiated telephone calls. All such requests must be made in writing and submitted to the above addresses. Inquiries will be answered in writing and provided to all potential offerors on <https://sam.gov>, Contract Opportunities. Changes, if required, will be made via formal amendments to the solicitation. However, because of response time, requests may not be answered if received by the above addressee within seven days of the due date for offers as specified in this solicitation.

**L.4. Intent to Award without Discussions.** The Government intends to select the best-value offeror without conducting discussions. Therefore, the offeror's initial proposal should contain the offeror's best terms for all evaluation aspects outlined in this requirement. The Government reserves the right, however, to conduct discussions if the DLA KO later deems it necessary to communicate with offerors after receipt of proposals.

**L.5. Discussions.**

**L.5.1.** In accordance with FAR 15.306(d)(2), the objective of discussions is "to maximize the Government's ability to obtain best value, based on the requirement and the evaluation factors set forth in the solicitation." If the Contracting Officer determines that discussions are necessary due to a proposal weakness, deficiency, or other issue which must be addressed before award, discussions will be conducted, either orally or in writing. Discussions will be held with only those offerors determined to be within the competitive range.

**L.5.2. Competitive Range Determination.** The DLA KO will establish a competitive range comprised of the most highly rated proposals based on the ratings of each proposal against all evaluation criteria. The DLA KO reserves the right to further reduce those offerors selected for the competitive range for purposes of efficiency pursuant to FAR 15.306(c)(2).

**L.5.3.** Discussions will be accomplished in a timely manner via the most efficient/economical means. Where discussions are applicable, Evaluation Notices (ENs) will be provided to the offeror identifying areas of proposal deficiency, weakness, or lack of clarity. Offerors shall respond to ENs during discussions in accordance with guidance provided by the DLA KO.

**L.5.4.** Once discussions have concluded offerors will be afforded an opportunity to revise their proposals and will be requested to submit proposal revision(s) to the Government. Upon completion of evaluation of all proposal revision(s), the Government will select the offeror representing the best overall value to the Government.

**L.6. Preparation of Proposals.** An offeror's proposal shall be prepared and authored by a person or persons regularly employed by the offeror. The proposal should state the name of each person contributing to the authorship of the proposal, the person's position within the offering firm, the portion(s) of the proposal the person wrote or contributed to, and the position the person will hold in relation to the proposal should the proposal be awarded. The proposal should be prepared simply and economically, and must be clear, legible, practical, specific, and complete, as described in the format and instructions below. No samples or descriptive literature are to be specially prepared for submission with your proposal.

**L.7. Format for Proposals.**

**L.7.1.** Proposals shall be submitted in five volumes: Completed RFP and Amendment(s), Cyber Security Proposal, Technical/Management Proposal, Past Performance, and Price. Offerors shall include a cover sheet with each volume, which clearly identifies each volume by number, and name (i.e., Volume 1, Cyber Security), solicitation number, date of submission, and the offeror's name.

Volume	Description	Page Limits	Format	Number of Copies
1	Completed RFP	Not Applicable (N/A)	PDF and/or Excel	1
2	Factor I: Cyber Security	5	PDF and Microsoft Word	1
3	Factor II: Technical/Management	<i>Note: Resumes not counted towards page limits</i>	PDF and Microsoft Word	1
	Subfactor One: Supply Chain Management	10	PDF and Microsoft Word	
	Subfactor Two: Quality Assurance	10	PDF and Microsoft Word	
	Subfactor Three: Transition Plan	10	PDF and Microsoft Word	
	Subfactor Four: AbilityOne, Small Business and Socioeconomic Program Participation	10	PDF and Microsoft Word	
4	Factor III: Past Performance	N/A	PDF and Microsoft Word	1
5	Factor IV: Price Proposal	N/A	PDF and Microsoft Excel	1
Scenario-Based Questions	Scenario-Based Responses (Provided to offeror after proposal receipt by the Government. Responses will be due within 3 days after the questions are sent.)	4 (one page per question and response)	PDF and Microsoft Excel	1

**L.7.2.** The offeror's proposal shall be prepared using standard 8.5 x 11-inch Letter layout using Times New Roman font style at no smaller than 11-point in size (exception: 8-point font size is acceptable for tables, charts, graphs, and figures). The proposal pages shall be numbered in accordance with the page limit as indicated in the table above. The offeror must ensure that if printed, all text is readable.

**L.7.3.** Proposals shall be neat, indexed/cross-indexed and logically assembled. All pages of each part shall be appropriately numbered and identify the solicitation number. To facilitate ease of reference in correspondence and meetings, offerors shall use a page numbering system. Consecutive page numbering within tabs is preferred, e.g., Page A-5 identifies Tab A, Page 5. In addition to the specific requirements for each proposal element, the offeror shall provide whatever other narrative or supporting materials (matrix, charts, or graphics) considered necessary for the Government to fully understand the proposal. Indexes, matrixes, acronym lists (i.e., proposal reference materials) are not subject to the page limitations identified at L.7.1.

**L.7.4.** The page limitation for Volume 3, Written Technical/Management Proposal is 40 pages, as detailed table L.7.1 above. The page limitation includes any drawings, diagrams supporting illustrations, or spreadsheets, etc., but it excludes any indexes, matrixes, table of contents or list of acronyms (if utilized). Offerors are cautioned that any pages that exceed the page limitation shall not be read but shall be removed and retained in the contract file without being considered in the evaluation or sent back to the offeror.

**L.7.5.** Proposal Volumes 2, 3 and 4 shall begin with an executive summary. While executive summaries are not subject to the page limitations at L.7.1, each proposal volume executive summary is limited to four pages.

**L.7.6.** Volume 5, Price Proposal shall be submitted in Microsoft Excel.

**L.7.7.** 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**

**L.8. Volume 1, Completed RFP.**

**L.8.1.** 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.**

**L.8.2.** Each large business offeror shall also provide a separate Small Business Subcontracting Plan meeting the requirement 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). This plan shall be submitted separately from the AbilityOne, Small Business and Socioeconomic Program Participation subfactor within the Technical/Management 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 AbilityOne, Small Business and Socioeconomic Program Participation Subfactor of the Technical/Management Proposal. The Small Business Subcontracting Plan will be assessed in accordance with FAR Part 19.704 and must be deemed acceptable prior to award. **Note: Any exchanges with the DLA KO 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.9. Volume 2, Factor I – Cyber Security.**

The proposal shall address, at a minimum, the offeror's adherence to the following:

The primary goal of the proposal submission for the Cyber Security factor is for the offeror to agree to adhere to the Government's requirements in accordance with: (1) Defense Federal Acquisition Regulation (DFARS) 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting; (2) DFARS 252.204-7019, Notice of NIST SP 800-171 DoD Assessment Requirements; and (3) DFARS 252.204-7020, NIST SP 800-171 – DoD Assessment Requirements. This factor will ensure that the contractor acknowledges their ability to follow and comply with all National Institute of Standards and Technology (NIST) policies of the Navy IPV Gen IV acquisition. Furthermore, this factor will confirm that the Contractor agrees that at the time the Department of Defense (DoD) imposes the new Cybersecurity Maturity Model Certification (CMMC) process, they will comply with the policy and secure the required certification, regardless of the potential that the new policy may not require active DoD contract holders to comply. The Government reserves the right to review contract NIST compliancy, which may require additional documentation during contract performance.

#### **L.10. Volume 3, Factor II – Technical/Management.**

The primary goal of the proposal submission for the Technical/Management factor is for the offeror to demonstrate that its proposed approach will satisfy the Government's requirements. The Technical/Management factor includes four (4) sub-factors – Supply Chain Management, Quality Assurance, Transition Plan, and AbilityOne, Small Business 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 Navy IPV support for the Fleet Readiness Centers (FRCs) and corresponding satellite locations.

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 experience 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.

**Scenario Based Questions** – Upon submittal of the official proposal, each offer will be provided with four (4) additional scenario-based questions which will be used in conjunction with the required proposals submitted. Each offeror will have three days in which to complete and return the responses to the scenario-based questions. Each question must be answered in no more than one (1) page. Responses will be evaluated under the following sub-factors: Supply Chain Management, Quality Assurance, Transition Plan and AbilityOne, Small Business and Socioeconomic Program Participation.

##### **L.10.1 Volume 3, Factor II, 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 shall address the management structure by detailing at a minimum, the below requirements.

**L.10.1.1.** Describe the offeror's corporate structure identifying the responsibilities of the offeror and all critical subcontractors relating to Supply Chain Management and oversight of the contract. A "critical subcontractor" is defined as any subcontractor, team member, or consultant (at any tier) designated by the prime contractor as being necessary to the

performance management and operational oversight activities in performance of the resulting contract (i.e., from contract award to contract expiration).

**L.10.1.2.** Provide resumes of key personnel. Resumes will not be counted toward the page limit in L.7.1. List and describe all key personnel (including subcontractor personnel) that are essential to the 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 for the program in ensuring performance to the solicitation requirements and the minimum qualifications of this position.

**L.10.1.3.** Identify how the offeror is financially capable of supporting the requirement either at the present time or by detailing its effort and plan to secure finances accordingly.

**L.10.1.4** The offeror's ability to integrate manpower, facilities, and a supply chain necessary for a program of this magnitude, including plans for site activation, acquisition of consumable items, bin replenishment, stockage level management, and support for worldwide and surge and sustainment (S&S) requirements, in order to meet the requirements of section 1.3 of the PWS.

**L.10.1.5** The offeror's ability to maintain a Management Information System (MIS) for reports, information flow, connectivity with existing and emerging Government information systems, supplier network management, subcontract management, S&S requirements and invoicing, in order to meet the requirements of section 5.0 of the PWS.

**L.10.1.6** The offeror's approach to maintain a 99.5% Bin Fill Rate under normal fluctuation in customer operational requirements, in order to meet the requirements of section 4.0 of the PWS.

**L.10.1.7** The offeror's plan to successfully accomplish hiring actions and plan to form an infrastructure for logistics support and interfacing with their supplier base, in order to meet the requirements of section 10.6 of the PWS.

**L.10.1.8** The offeror's ability to establish long term agreements with the supplier base to maintain material support, in order to meet the requirements of section 2.2 of the PWS.

**L.10.1.9** Identify the metrics, procedures, and frequency that will measure and continuously improve performance under the contract, in order to meet the requirements of sections 4.0, 6.0, and 8.0 of the PWS.

**L.10.1.10** Identify a process for expeditiously responding to and meeting both planned and unplanned variability in customer demand, in order to meet the requirements of section 2.4.7 of the PWS.

**L.10.1.11** The offeror's approach to provide forecasting support that would result in a reduction in material obligations while not negatively impacting Bin Fill Rate, in order to meet the requirements of section 3.5 of the PWS.

**Scenario-Based Response: Your response to the Scenario Based Question #1 will be evaluated as part of this subfactor and rated as part of the evaluation of this subfactor.**

**L.10.2 Volume 3, Factor II, Subfactor Two: Quality Assurance.**

The primary goal of the proposal submissions relating to its Quality System is to demonstrate that the offeror has the systems necessary to meet the performance standards while ensuring the quality and conformance of the items supplied. The proposal shall address at a minimum, the below requirements.

**L.10.2.1** Provide resumes of key personnel. Resumes will not be counted toward the page limit in L.7.1. List and describe all key personnel (including subcontractor personnel) that are essential to a successful quality assurance program. Describe the qualifications of key personnel to demonstrate their understanding and experience in working with and/or supporting the quality assurance program and its requirements. Describe what roles and responsibilities of those personnel will have with respect to managing this effort. Specifically, identify the Program Manager with overall

responsibility for the program in ensuring performance to the solicitation requirements and the minimum qualifications of this position.

**L.10.2.2** Provide a description of the offeror's quality system and assurance process to ensure it procures and provides items from approved sources, provides items that meet the requirements of the drawings and specifications, and prevents counterfeit material from entering the supply chain, in order to meet the requirements of section 2.4.1 of the PWS. The proposal must include a copy of its current quality standard. The current quality standard will not be counted toward the page limit in L.7.1.

**L.10.2.3** The offeror demonstrates a quality plan that ensures their internal processes and procedures provide accurate information and data (e.g., invoices and reports) to the Government, in order to meet the requirements of section 2.4.1 of the PWS.

**L.10.2.4** Describe how the offeror will ensure product conformance as well as ensuring criteria standards for testing, inspection, and marking are met, in order to meet the requirements of section 2.4.1 of the PWS.

**L.10.2.5** Commercial warranty provisions and return/exchange program for incorrect or defective component items, in order to meet the requirements of section 3.7 of the PWS.

**L.10.2.6** Specific compliances to required International Organization for Standardization (ISO) 9001 or equivalent will be verified by providing certification or appropriate documents demonstrating compliance with required standards for the offeror and all affected subcontractors, in order to meet the requirements of section 2.4.1 of the PWS.

**L.10.2.7** Describe the offeror's obsolescence management program for managing the loss, or impending loss, of manufacturers or suppliers and its resources and approach for providing the Government with information regarding any known obsolescence issues. Additionally, the offeror should advise on the assistance it will provide to the Government in establishing obsolescence solutions, in order to meet the requirements of section 3.7 of the PWS.

**L.10.2.8** Describe the offeror's process to ensure Configuration Control is maintained in accordance with the solicitation requirements and its established processes to work with the Administrative Contracting Officer (ACO) to process deviations and waivers, as appropriate, in order to meet the requirements of section 2.4.1 of the PWS.

**L.10.2.9** The system for obtaining, handling, and supplying Original Equipment Manufacturer (OEM) certified parts, parts requiring Qualified Product List (QPLs), or in accordance with Government drawings and specifications, plus proper handling of Critical Safety Item (CSI) items, items requiring First Article Testing (FAT), Production Lot Testing (PLT), DNA marking or other special requirements, in order to meet the requirements of section 2.4.1 of the PWS.

**L.10.2.10** Identify the plan and actions that will be taken to address product deficiencies and discrepancies, in order to meet the requirements of section 3.7 of the PWS.

**L.10.2.11** Identify the plan and actions that will be taken to manage shelf-life items, with specific management of bulk shelf-life material, in order to meet the requirements of section 3.2 of the PWS.

**Scenario-Based Response: Your response to the Scenario Based Question #2 will be evaluated as part of this subfactor and rated as part of the evaluation of this subfactor.**

**L.10.3 Volume 3, Factor II, Subfactor Three: Transition Plan.**

The primary goal of the proposal submissions relating to the contractor'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.

**L.10.3.1** Provide resumes of key personnel. Resumes will not be counted toward the page limit in L.7.1. List and describe all key personnel (including subcontractor personnel) that are essential to a seamless transition from current contract to

new contract. Describe the qualifications of key personnel to demonstrate their understanding and experience in working with and/or supporting the contract transition 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 for the program in ensuring performance to the solicitation requirements and the minimum qualifications of this position.

**L.10.3.2** Develop a transition plan from contract award through Initial Operational Capability (IOC) to Full Operational Capability (FOC) in accordance with Section 10 of the PWS by the time of each site activation. The offeror's proposal must demonstrate 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 the successful 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 for the offeror to successfully perform its transition to full implementation.

**L.10.3.3** The offeror's plan to execute the Supply Chain Management responsibilities at each designated customer site as identified in the PWS, Section 10.2.

**L.10.3.4** The offeror's approach for Customer Support Services to include responsiveness to customer (both DLA and Services) inquiries, in order to meet the requirements of section 8.0 of the PWS.

**L.10.3.5** The offeror's approach for development and optimization of its MIS, in order to meet the requirements of section 5.0 of the PWS.

**L.10.3.6** The offeror's approach to identify potential supply chain risks to meet specific performance standards and provide an approach to mitigate each risk identified, in order to meet the requirements of section 2.4 of the PWS.

**Scenario-Based Response: Your response to the Scenario Based Question #3 will be evaluated as part of this subfactor and rated as part of the evaluation of this subfactor.**

**L.10.4 Volume 3, Factor II, Subfactor Four: AbilityOne, Small Business and Socioeconomic Program Participation.**

All offerors' (both large and small businesses) proposals are required to submit a Small Business Commitment Plan Document (SBCPD) that will describe the extent of small business commitment. The offeror's proposal will describe the extent of the commitment to small business concerns, how it will track orders with small business, how the offeror will demonstrate and achieve the required minimum of 25% small business commitment requirement and how the offeror will implement an incremental approach to achieve up to 50% small business participation. Throughout the life of the contract, on an annual basis, the awardee will report small business participation results and describe how the results compare to the proposed SBCPD.

**L.10.4.1** All offerors (both large and small businesses) are required to submit a SBCPD. Offerors shall propose the level of commitment to small businesses (as a small business prime and/or first tier small business subcontractors) in the performance of the acquisition.

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

☐ Large Prime

☐ Historically Black Colleges or Universities and Minority Institutions (HBCU)

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 (enforceable commitments such as long-term agreements are to be weighted more heavily than non-enforceable ones).**

- 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 your company will make and implement to assure that small business concerns and socio-economic categories - VOSB SDVOSB; HUBZone; SDB; Ability One; 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 the complexity and variety of the work small firms are to perform.**

- Describe your current and planned proposed range of services, supplies, and any other support that will be provided to you 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 realism 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 how efficient and effective contracting 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.
- Describe any future your company has for developing additional subcontracting opportunities for all categories of small business concerns during the contract performance.
- Specify what type of performance data you will accumulate and provide to the DLA KO regarding your support of small business and socio-economic categories during the period of contract performance.

**(5) Address past performance of the offerors in complying with requirements of the clauses at FAR 52.219-8, Utilization of Small Business Concerns, and 52.219-9, Small Business Subcontracting Plan.**

- When subcontracting possibilities existed on the contracts submitted by the offeror in the Volume 4, Past Performance, address whether the offeror awarded subcontracts to small business concerns, VOSB concerns, SDVOSB, HUBZone small business concerns, SDB concerns, AbilityOne, and WOSB concerns to the fullest extent consistent with efficient contract performance. If utilizing small businesses in current or prior contracts was not practicable, the offeror shall explain why. Provide any information substantiating the offerors track record of utilizing small business on past contracts in detail. Include at a minimum, the two most recent Summary Subcontract Reports (SSR).

**(6) Identify the extent of participation of such firms in terms of the value of the total acquisition. Specify what proportion of your proposal, as a percentage of dollars, will be subcontracted to small business and socio-economic categories.**

- 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 increase any unmet commitments.

Small Business Type	Percentage of TCV	Dollar Value
SDB		
HUB Zone		
WOSB		
SDVO		
VOSB		
HBCU /MI		
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 U.S. small business offerors are required to submit a subcontracting plan meeting the requirements of FAR 52.219-9 and 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.10.4.2** Describe how small business commitment will be tracked at the order level.

**L.10.4.3** Describe how 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%.

**L.10.4.4** Describe how the offeror will identify 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.

**L.10.4.5** Provide an incremental scale to surpass the minimum requirement of 25% small business participation to achieve a goal of 50% small business participation.

**Scenario-Based Response: Your response to the Scenario Based Question #4 will be evaluated as part of this subfactor and rated as part of the evaluation of this subfactor.**

#### **L.11. Volume 4, Factor III – Past Performance.**

**L.11.1** The offeror shall describe the extent of its own current and/or past experience that is similar to the proposed contract requirement. If the offeror's experience is not sufficient to provide enough past performance information, provide the experience of any significant partner, joint venture, critical subcontractor, predecessor entity, etc. The offeror shall clearly detail how the experience of the significant partner, joint venture, critical subcontractor, predecessor entity, etc. is relevant to the performance under the proposed contract.

**L.11.2** The offeror shall provide a list of relevant contracts limited to four, commercial or Government, performed within the last three calendar years from the date the solicitation is issued. For each contract, the offeror shall provide a copy of the contract, POC, address, current telephone number and email, type of contract, total contract value, average dollar value of the contract per annum, period of performance, a listing of the items and/or services provided and a description of the contractor's responsibilities and performance under the contract. In addition, for each contract cited, the offeror shall provide the following:

**L.11.2.1** The metrics measured during contract performance and the offeror's performance history against those metrics.

**L.11.2.2** 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 reported and include a brief description of how the offeror resolved the issue.

**L.11.2.3** Any awards, distinctions, or certifications received (and dates) based on performance. Such awards or certifications may include private sector awards or certifications.

**L.11.2.4** The extent of any past performance in providing contingency and/or S&S support.

**L.11.3** The offeror shall provide a narrative report for all the contracts provided. The narrative report shall detail the offerors performance in relation to-

- Supply Chain Management
- Quality Assurance
- Transition Plan
- AbilityOne, Small Business and Socioeconomic Program Participation

**L.11.4** 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)).

## **L.12. 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 one portable document format (PDF) copy and one copy via digital media (Microsoft Excel File) as stated in section L.7.1. REMINDER: DO NOT DELETE LINES.

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.

**L.12.1 Material Contract Line-Item Number:** DLA sourced material will be purchased under Military Standard Requisitioning and Issue Procedures (MILSTRIP) Signal Code B at the DLA Standard Unit Price (SUP) and therefore not evaluated. Vendor sourced 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". Material Contract Line-Item Number (CLIN) will be paid out monthly.

**L.12.2.1** All national item identification numbers (NIINs) shall be priced for this action utilizing the Market Basket items as found at RFP Attachment 1. The Contractor's price proposal shall consist of a proposal of the items identified in the Section B – Pricing attachment (Attachment 1). Failure to submit a price for each NSN requiring a price may result in an unacceptable price proposal and thus, the offeror may not be considered for award.

Note: For CLIN 0001, evaluation for award is on an all or none basis for the entire population of NSNs identified. Failure to submit a price for each NSN on CLIN 0001 may result in an unacceptable price proposal and may not be considered for award. While evaluation is based on the entire population under CLIN 0001, the actual award may be made for less than the entire population of NSNs in CLIN 0001.

Offerors shall use the Estimated Annual Demand Quantity (ADQ) of items identified in the Section B – Pricing attachment (Attachment 1). The estimated quantities provided throughout the Navy IPV Gen IV RFP and its Attachments are based on historical demand and operating conditions. These estimates may not reflect the quantities realized during the Navy IPV Gen IV contract performance.

**L.12.2.2 Material Price Formula** – This component shall represent the price(s) for material and related material costs only and shall consist of the following elements. Material unit prices shall be carried to two decimal places only-

- The price(s) obtained by the offeror/contractor for its vendor(s) for the parts
- If transportation is not included in the above parts price, transportation expense to move the parts from the vendor's facility to the specific customer site or any destination within the continental limits of the U.S., excluding Alaska, as specified in the delivery order. (Freight on Board (FOB) Destination).
- Expenses related to the preparation for delivery requirements (preservation, packaging, packing, marking and bar coding). The site requirements follow best commercial packaging (i.e., no bar coding). The packaging requirements for any worldwide demand orders for DLA Distribution shipments will be in accordance with the delivery order.
- Profit for prime contractor and subcontractors at any tier.

**L.12.3 Material Management CLIN.** The material management fee includes all the cost elements for supporting specific customer groups, which are further broken down by site, as shown at PWS Appendix B in the Level of Support Table. As shown in the table each site grouping is designated with a letter from A1 through C4. The material management fees are to encompass the material management fees for all the sites listed within each of the specific site groupings. For each specific grouping, this price is to be stated as a total dollar amount for the base and option period(s). Fixed pricing is established for the level of performance to support demands over a 10-year ordering period, to include a 3-year base ordering period, two two-year option periods, and one three-year option period. Material Management is inclusive of all incidental services including, but not limited to:

- Bin Management
  - Direct labor associated with material management and distribution of parts to the customer site bins.
  - Direct costs to establish the contractor's on-site or off-site facility used as a central receiving or storage area for bin replenishment support at specific customer site(s).
- Overhead (OH) and General and Administration (G&A) expenses
- Profit for prime contractor and, if applicable, subcontractors for these efforts.

**L.12.4 Kitting Support.** Kitting support is a fixed percentage applied to each kit to cover any associated labor costs to assemble and deliver kits for Fleet Readiness Center Southeast (FRCSE) as described in the PWS. The Kitting Surcharge element of the TEP is calculated as follows:  $\text{sum of items in each kit [extended kit unit price after surcharge \% applied - extended kit unit price before surcharge \% applied]} * \text{max annual kit order qty}$ . The formula for the kitting surcharge element is shown in Attachment 6.

**L.12.5 Transition CLIN.** Fixed Pricing is established for the level of performance to support efforts during the first six-month period to cover transition, inventory build-up, and implementation costs. These costs should include, but are not limited to, staffing, inventory, site activation. Payment for this CLIN will occur monthly during the transition period as milestones are reached in accordance with the proposed transition milestone submitted by the offeror. Transition costs will be included in the total contract price. However, transition costs will not be evaluated as part of the TEP. All proposed transition costs will be evaluated for reasonableness and should be supported by other than formal cost and pricing data in accordance with FAR.15.403-3.

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**SECTION M EVALUATION FOR AWARD****FEDERAL ACQUISITION REGULATIONS (FAR) 52.212-2 EVALUATION – COMMERCIAL PRODUCTS (NOV 2021) (TAILORED)**

**M.1** The Government intends to award one contract resulting from this solicitation for the Navy 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 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: Cyber Security
- Factor II: Technical/Management
  - Subfactor One: Supply Chain Management
  - Subfactor Two: Quality Assurance
  - Subfactor Three: Transition Plan
  - Subfactor Four: AbilityOne, Small Business and Socioeconomic Program Participation
- Factor III: Past Performance
- Factor IV: Price

The Cyber Security factor will be evaluated on a Pass/Fail basis; any offer who fails Cyber Security will not be eligible for award and will not be considered in the trade-off decision. In the trade-off decision and when combined, technical/management and past performance factors are significantly more important than the price factor. Of the non-price factors, past performance is more important than technical/management. Technical/Management subfactors are equally important. If any subfactor is rated as unacceptable, the overall factor will be rated as unacceptable. **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.**

**ADDENDA FOR FAR 52.212-2, EVALUATION – COMMERCIAL ITEMS****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 non-compliant with the solicitation and in need of excessive revisions that could not be easily corrected through discussions, if conducted, may be rejected. 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 offers.

**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.

**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 weaknesses, deficiencies, and risks in their proposal. An offeror's response resulting from discussions, or lack thereof, will be included in the final evaluation.

**M.3 General Basis for Award.**

**M.3.1** 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, whether there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

#### **M.4 Non-Price Evaluation Factors.**

##### **M.4.1 Factor I: Cyber Security.**

The Cyber Security factor will be evaluated on a Pass/Fail basis. Any offer who fails Cyber Security will not be eligible for award and will not be considered in the trade-off decision.

The offeror's response will be evaluated to assess agreement with the requirements cited below. Any offeror who fails to agree to the requirements will not be eligible for award and will not be considered in the tradeoff decision.

The primary goal of the proposal submission for the Cyber Security factor is for the offeror to agree to adhere to the Government's requirements in accordance with: (1) Defense Federal Acquisition Regulation (DFARS) 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting; (2) DFARS 252.204-7019, Notice of NIST SP 800-171 DoD Assessment Requirements; and (3) DFARS 252.204-7020, NIST SP 800-171 – DoD Assessment Requirements. This factor will ensure that the Contractor acknowledges their ability to follow and comply with all National Institute of Standards and Technology (NIST) policies of the Navy IPV Gen IV acquisition. Furthermore, this factor will confirm that the Contractor agrees that at the time the Department of Defense (DoD) imposes the new Cybersecurity Maturity Model Certification (CMMC) process, that they will comply with the policy and secure the required certification, regardless of the potential that the new policy may not require active DoD contract holders to comply. The Government reserves the right to review contract NIST compliancy, which may require additional documentation during contract performance.

##### **M.4.2 Factor II: Technical/Management.**

The technical/management factor shall be evaluated based on the four 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.

###### **M.4.2.1 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 proposal will be evaluated based on the offeror's corporate structure identifying the responsibilities of the offeror and all critical subcontractors relating to Supply Chain Management and oversight of the contract. A "critical subcontractor" is defined as any subcontractor, team member, or consultant (at any tier) designated by the prime contractor as being necessary to the performance management and operational oversight activities in performance of the resulting contract (i.e., from contract award to contract expiration).
2. The proposal will be evaluated based on resume submission of key personnel. Resumes will not be counted toward the page limit in L.7.1. List and describe all key personnel (including subcontractor personnel) that are essential to the 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 for the program in ensuring performance to the solicitation requirements and the minimum qualifications of this position.

3. The proposal will be evaluated based on how the offeror is financially capable of supporting the requirement either at present time or by detailing its effort and plan to secure finances accordingly.

4. The proposal will be evaluated based on the offeror's ability to integrate manpower, facilities, and a supply chain necessary for a program of this magnitude, including plans for site activation, acquisition of consumable items, bin replenishment, stockage level management, and support for worldwide and surge and sustainment (S&S) requirements, in order to meet the requirements of section 1.3 of the Performance Work Statement (PWS).

5. The proposal will be evaluated based on the offeror's ability to maintain a Management Information System (MIS) for reports, information flow, connectivity with existing and emerging government information systems, supplier network management, subcontract management, surge/sustainment requirements and invoicing, in order to meet the requirements of section 5.0 of the PWS.

6. The proposal will be evaluated based on the offeror's approach to maintain a 99.5% Bin Fill Rate under normal fluctuation in customer operational requirements, in order to meet the requirements of section 4.0 of the PWS.

7. The proposal will be evaluated based on the offeror's plan to successfully accomplish hiring actions and plan to form an infrastructure for logistics support, and interfacing with their supplier base, in order to meet the requirements of section 10.6 of the PWS.

8. The proposal will be evaluated based on the offeror's ability to establish long term agreements with the supplier base to maintain material support, in order to meet the requirements of section 2.2 of the PWS.

9. The proposal will be evaluated based on the offeror's ability to identify the metrics, procedures, and frequency by which it will measure and continuously improve performance under the contract, in order to meet the requirements of sections 4.0, 6.0, and 8.0 of the PWS.

10. The proposal will be evaluated based on the offeror's ability to identify a process for expeditiously responding to and meeting both planned and unplanned variability in customer demand, in order to meet the requirements of section 2.4.7 of the PWS.

11. The proposal will be evaluated based on the offeror's approach to provide forecasting support that would result in a reduction in material obligations while not negatively impacting Bin Fill Rate, in order to meet the requirements of section 3.5 of the PWS.

12. Scenario-Based Response: Your response to the Scenario Based Question #1 will be evaluated as part of this subfactor and rated as part of the evaluation of this subfactor.

#### **M.4.2.2 Subfactor Two: Quality Assurance.**

The primary goal of the proposal submissions relating to its Quality System is to demonstrate that the offeror has the systems necessary to meet the performance standards while ensuring the quality and conformance of the items supplied. The proposal will be evaluated based on the below requirements.

1. The proposal will be evaluated based on resume submission of key personnel. Resumes will not be counted toward the page limit in L.7.1. List and describe all key personnel (including subcontractor personnel) that are essential to the 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 for the program in ensuring performance to the solicitation requirements and the minimum qualifications of this position.



2. The proposal will be evaluated based on the description of the offeror's quality system and assurance process to ensure it procures and provides items from approved sources, provides items that meet the requirements of the drawings and specifications, and prevents counterfeit material from entering the supply chain, in order to meet the requirements of section 2.4.1 of the PWS. The proposal must include a copy of its current quality standard. The current quality standard will not be counted toward the page limit in L.7.1.
3. The proposal will be evaluated based on the offeror's quality plan that ensures that their internal processes and procedures provide accurate information and data (e.g., invoices and reports) to the Government, in order to meet the requirements of section 2.4.1 of the PWS.
4. The proposal will be evaluated based on how the offeror will ensure product conformance as well as ensuring criteria standards for testing, inspection, and marking are met, in order to meet the requirements of section 2.4.1 of the PWS.
5. The proposal will be evaluated based on commercial warranty provisions and return/exchange program for incorrect or defective component items, in order to meet the requirements of section 3.7 of the PWS.
6. The proposal will be evaluated based on specific compliances to required International Organization for Standardization (ISO 9001) or equivalent, and this should be verified by providing certification or appropriate documents demonstrating compliance with required standards for the offeror and all affected subcontractors, in order to meet the requirements of section 2.4.1 of the PWS.
7. The proposal will be evaluated based on the offeror's obsolescence management program for managing the loss, or impending loss, of manufacturers or suppliers and its resources and approach for providing the Government with information regarding any known obsolescence issues. Additionally, the offeror should advise on the assistance it will provide to the Government in establishing obsolescence solutions, in order to meet the requirements of section 3.7 of the PWS.
8. The proposal will be evaluated based on the offeror's process to ensure Configuration Control is maintained in accordance with the solicitation requirements and its established processes to work with the Administrative Contracting Officer (ACO) to process deviations and waivers, as appropriate, in order to meet the requirements of section 2.4.1 of the PWS.
9. The proposal will be evaluated based on the offeror's system for obtaining, handling, and supplying Original Equipment Manufacturer (OEM) certified parts, parts requiring Qualified Product List (QPLs), or in accordance with Government drawings and specifications, plus proper handling of Critical Safety Item (CSI) items, items requiring First Article Testing (FAT), Production Lot Testing (PLT), DNA marking or other special requirements. in order to meet the requirements of section 2.4.1 of the PWS.
10. The proposal will be evaluated based on the offeror's plan and actions that will be taken to address product deficiencies and discrepancies, in order to meet the requirements of section 2.4.7 of the PWS.
11. The proposal will be evaluated based on the offeror's plan and actions that will be taken to manage shelf-life items, with specific management of bulk shelf-life material, in order to meet the requirements of section 3.2 of the PWS.
12. Scenario-Based Response: Your response to the Scenario Based Question #2 will be evaluated as part of this subfactor and rated as part of the evaluation of this subfactor.

#### **M.4.2.3 Subfactor Three: Transition Plan.**

The primary goal of the proposal submissions relating to the contractor'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.

1. The proposal will be evaluated based on resume submission of key personnel. Resumes will not be counted toward the page limit in L.7.1. List and describe all key personnel (including subcontractor personnel) that are essential to the 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 for the program in ensuring performance to the solicitation requirements and the minimum qualifications of this position.

2. The proposal will be evaluated based on the offeror's development of a transition plan from contract award through Initial Operational Capability (IOC) to Full Operational Capability (FOC) in accordance with Section 10 of the PWS by the time of each site activation. The offeror's proposal will be evaluated based on 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 the successful 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 for the offeror to successfully perform its transition to full implementation.

3. The proposal will be evaluated based on the offeror's plan to execute the Supply Chain Management responsibilities at each designated customer site as identified in the PWS, Section 10.2.

4. The proposal will be evaluated based on the offeror's approach for Customer Support Services to include responsiveness to customer (both DLA and Services) inquiries, in order to meet the requirements of section 8.0 of the PWS.

5. The proposal will be evaluated based on the offeror's approach for development and optimization of its MIS, in order to meet the requirements of section 5.0 of the PWS.

6. The proposal will be evaluated based on the offeror's approach to identify potential supply chain risks to meet specific performance standards and provide an approach to mitigate each risk identified, in order to meet the requirements of section 2.4 of the PWS.

7. Scenario-Based Response: Your response to the Scenario Based Question #3 will be evaluated as part of this subfactor and rated as part of the evaluation of this subfactor.

#### **M.4.2.4 Subfactor Four: AbilityOne, Small Business 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. The offeror's proposal will be evaluated based on the extent of the commitment to small business concerns, how it will track orders with small business, how the offeror will demonstrate and achieve the required minimum of 25% small business commitment requirement and how the offeror will implement an incremental approach to achieve up to 50% small business participation. Throughout the life of the contract, on an annual basis, the awardee will report small business participation results and describe how the results compare to the proposed SBCPD.

1. The proposal will be evaluated based on the offeror's (both large and small businesses) submission of a SBCPD. The proposal will be evaluated based on the offeror's level of commitment to small businesses (as a small business prime and/or first tier small business subcontractors) in the performance of the acquisition.

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

☐ Large Prime

☐ Historically Black Colleges or Universities and Minority Institutions (HBCU)

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) The proposal will be evaluated based on 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) The proposal will be evaluated based on the offeror's extent of commitment to use such firms (enforceable commitments such as long-term agreements are to be weighted more heavily than non-enforceable ones).**

- The proposal will be evaluated based on 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.
- The proposal will be evaluated based on the description of the efforts your company will make and implement to assure 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.
- The proposal will be evaluated based on the provided name and title of the individual principally responsible for ensuring company support to such firms.

**(3) The proposal will be evaluated based on the complexity and variety of the work small firms are to perform.**

- The proposal will be evaluated based on the current and planned proposed range of services, supplies, and any other support that will be provided to you by small business and socio-economic categories.
- The proposal will be evaluated based on the 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) The proposal will be evaluated based on the realism of the proposal.**

- The proposal will be evaluated based on the offeror's submission of 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.
- The proposal will be evaluated based on the offeror's justifications that must include sufficient discussion of how efficient and effective contracting 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 proposal will be evaluated based on any future the offeror has for developing additional subcontracting opportunities for all categories of small business concerns during the contract performance.
- The proposal will be evaluated based on the type of performance data you will accumulate and provide to the DLA KO regarding your support of small business and socio-economic categories during the period of contract performance.

**(5) The proposal will be evaluated based on past performance of the offerors in complying with requirements of FAR 52.219-8, Utilization of Small Business Concerns, and 52.219-9, Small Business Subcontracting Plan.**

- When subcontracting possibilities existed on the contracts submitted by the offeror in the Past Performance Volume 4, the proposal will be evaluated based on whether the offeror awarded subcontracts to small business concerns, VOSB concerns, SDVOSB concerns, HUBZone small business concerns, SDB concerns, AbilityOne, and WOSB concerns to the fullest extent consistent with efficient contract performance. If utilizing small businesses in current or prior contracts was not practicable, the proposal will be evaluated based on why this was not practicable. The proposal will also be evaluated based on any information substantiating the offeror's track

record of utilizing small business on past contracts in detail. Include at a minimum, the two most recent Summary Subcontract Reports (SSRs).

**(6) The proposal will be evaluated based on the extent of participation of such firms in terms of the value of the total acquisition. The proposal will also be evaluated based on what proportion of your proposal, as a percentage of dollars, will be subcontracted to small business and socio-economic categories.**

- The proposal will be evaluated based on 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%.

The proposal will be evaluated based on 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.

The proposal will be evaluated based on 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 increase any unmet commitments.

Small Business Type	Percentage of TCV	Dollar Value
SDB		
HUB Zone		
WOSB		
SDVOSB		
VOSB		
HBCU /MI		
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.

2. The proposal will be evaluated based on how small business commitment will be tracked at the order level.

3. The proposal will be evaluated based on how 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%.

4. The proposal will be evaluated based on 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.

5. The proposal will be evaluated based on the offeror's incremental scale to surpass the minimum requirement of 25% small business participation to achieve a goal of 50% small business participation.

6. Scenario-Based Response: Your response to the Scenario Based Question #4 will be evaluated as part of this subfactor and rated as part of the evaluation of this subfactor.

**M.4.2.5 Technical/Management Risk Rating.** The combined technical/risk rating includes consideration of risk in conjunction with strengths, weaknesses, significant weaknesses, and deficiencies in determining technical ratings. The four (4) subfactors used for the combined technical/ risk ratings are equally important. Each subfactor will receive a separate rating. The subfactor ratings will then be rolled up to achieve a final technical/risk rating. The following adjectival ratings shall be utilized/assigned in the evaluation of the Technical/Management proposals.

**Combined Technical/Management Risk Rating**

Color Rating	Adjectival Rating	Description
Blue	Outstanding	Proposal meets requirements and indicates an exceptional approach and understanding of the requirements. There are multiple strengths and no weaknesses. Risk of unsuccessful performance is very low.
Purple	Good	Proposal meets requirements and indicates a thorough approach and understanding of the requirements. Proposal contains strengths, which outweigh any weaknesses. Risk of unsuccessful performance is low to moderate.
Green	Acceptable	Proposal meets requirements and indicates an adequate approach and understanding of the requirements. Strengths and weaknesses are offsetting or will have little or no impact on contract performance. Risk of unsuccessful performance is no worse than moderate.
Yellow	Marginal	Proposal does not clearly meet requirements and has not demonstrated an adequate approach and understanding of the requirements. The proposal has one or more weaknesses, which are not offset by strengths. 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.4.3 Factor III: Past Performance.**

**M.4.3.1** The offeror's present and/or past performance experience shall be evaluated to assess the offeror's probability of meeting the proposed contract requirements. Experience of any significant partner, joint venture, critical subcontractor, predecessor entity, etc. of the offeror will be evaluated as experience of the offeror, if the offer adequately details the relevance of that past performance. The Past Performance evaluation considers the offeror's demonstrated recent (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, bins, and DoD sites.**

**M.4.3.2 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 assessments 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.4.3.3** 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.4.3.4** A record of favorable relevant past performance may be considered more advantageous to the Government than a "Neutral" rating. Likewise, a recent relevant record of favorable performance may receive a higher rating than a less recent relevant record of favorable 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.4.3.5** 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.5 Factor IV: Price.**

**M.5.1 Reasonableness.** Adequate price competition is expected to support the determination of 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.5.2 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.5.3 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 by totaling:

1. Extended offered prices for CLINs 0001. Extended pricing for CLIN 0001 will be calculated by multiplying the per item price by the one (1) year estimated ADQ by 10 [unit price \* EAD \* 10]
2. CLINs 0002, 1002, 2002, 3002. CLINs 0002, 1002, 2002, and 3002 will not be extended as the offeror shall propose a fixed price for the base and each option period for the material management CLINs.
3. Kitting surcharge element. The Kitting Surcharge element of the TEP is calculated as follows: =sum of items in each kit [extended kit unit price after surcharge % applied – extended kit unit price before surcharge % applied] \* max annual kit order qty. The formula for the kitting surcharge element is shown in Attachment 6.

The TEP elements are further explained below:

**M.5.3.1 Material Contract Line-Item Number.** DLA sourced material will be purchased under Military Standard Requisitioning and Issue Procedures (MILSTRIP) Signal Code B at the DLA Standard Unit Price (SUP) and therefore not evaluated. Vendor sourced material prices are established and are subject to an Economic Price Adjustment (EPA) on an annual basis pursuant to DLA Procurement Note C09 – Economic Price Adjustment – Department of Labor Index. Material contract line-item number (CLIN) will be paid out monthly.

**M.5.3.1.1** All national item identification numbers (NIINs) shall be priced for this action utilizing the Market Basket items as found at RFP Attachment 1. The Contractor's price proposal shall consist of a proposal of the items identified in the Section B – Pricing attachment (Attachment 1). Failure to submit a price for each NSN requiring a price may result in an unacceptable price proposal and thus, the offeror may not be considered for award.

Note: For CLIN 0001, evaluation for award is on an all or none basis for the entire population of NSNs identified. Failure to submit a price for each NSN on CLIN 0001 may result in an unacceptable price proposal and may not be considered for award. While evaluation is based on the entire population under CLIN 0001, the actual award may be made for less than the entire population of NSNs in CLIN 0001.

Offerors shall use the Estimated Annual Demand Quantity (ADQ) of items identified in the Section B – Pricing attachment (Attachment 1). The estimated quantities provided throughout the Navy IPV Gen IV RFP and its Attachments are based on historical demand and operating conditions. These estimates may not reflect the quantities realized during the Navy IPV Gen IV contract performance.

**M.5.3.1.2 Material Price Formula** – This component shall represent the price(s) for material and related material costs only and shall consist of the following elements. Material unit prices shall be carried to two decimal places only.

- The price(s) obtained by the offeror/contractor for its vendor(s) for the parts
- If transportation is not included in the above parts price, transportation expense to move the parts from the vendor's facility to the specific customer site or any destination within the continental limits of the U.S., excluding Alaska, as specified in the delivery order. (FOB Destination)
- Expenses related to the preparation for delivery requirements (preservation, packaging, packing, marking and bar coding). The site requirements follow best commercial packaging (i.e., no bar coding). The packaging requirements for any worldwide demand orders for DLA Distribution shipments will be in accordance with the delivery order
- Profit

**M.5.3.2 Material Management CLIN.** The material management fee includes all the cost elements for supporting specific customer groups, which are further broken down by site, as shown at PWS Appendix B in the Level of Support Table. As shown in the table each site grouping is designated with a letter from A1 through C4. The material management fees are to encompass the material management fees for all the sites listed within each of the specific site groupings. For each specific grouping, this price is to be stated as a total dollar amount for the base and option period(s). Fixed pricing is established for the level of performance to support demands over a ten-year ordering period, to include a three-year base ordering period, two two-year option periods, and one three-year option period. Material management is inclusive of all incidental services including, but not limited to:

- Bin Management
  - Direct labor associated with material management and distribution of parts to the customer site bins.
  - Direct costs to establish the contractor's on-site or off-site facility used as a central receiving or storage area for bin replenishment support at specific customer site(s).
- Overhead (OH) and General and Administration (G&A) expenses
- Profit

**M.5.4 Kitting Support.** Kitting will be proposed and evaluated based on a fixed percentage applied to each kit to cover any associated labor costs to assemble and deliver kits for Fleet Readiness Center Southeast (FRCSE) as described in the PWS. The Kitting Surcharge element of the TEP is calculated as follows: =sum of items in each kit [extended kit unit price after surcharge % applied – extended kit unit price before surcharge % applied] \* max annual kit order qty. The formula for the kitting surcharge element is shown in Attachment 6.

**M.5.5 Transition CLIN.** Fixed Pricing is established for the level of performance to support efforts during the first six-month period to cover transition, inventory build-up, and implementation costs. These costs should include, but are not limited to, staffing, inventory, site activation. Payment for this CLIN will occur monthly during the transition period as milestones are reached in accordance with the proposed transition milestone submitted by the offeror. Transition costs will be included in the total contract price. However, transition costs will not be evaluated as part of the TEP. All proposed transition costs will be evaluated for price reasonableness and should be supported by other than formal cost and pricing data in accordance with FAR.15.403-3.

**M.5.6 Total Contract Proposal Price.** The total contract proposal price will be calculated using the following formula:

$(\text{CLIN 0001} * 10 \text{ years}) + \text{CLIN 0002} + \text{CLIN 0003 (Transition)} + \text{CLIN 1002} + \text{CLIN 2002} + \text{CLIN 3002} = \text{Total contract Price.}$



While the TEP does not include CLIN 0003 (Transition), CLIN 0003 is included in the total contract proposal price. CLIN 0003 (Transition) will be evaluated for reasonableness and must be supported by other than formal cost and pricing data submitted in accordance with FAR 15.403-3.

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**Navy Fleet Readiness Center (FRC) Industrial Product Support Vendor (IPV)  
Generation IV  
Performance Work Statement (PWS)**

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## **1.0 INTRODUCTION AND SCOPE**

### **1.1 Scope**

The scope of this contract covers supply chain management in direct support of consumable parts, as listed in the schedule of items (SOI) Appendix A for the customers listed at Appendix B – Customer Sites. Appendix B provides the number of items and corresponding bins at each of the site locations. The parts are Class IX repair parts, which are required for maintenance tasks of military weapon systems and equipment at the designated customer sites. The consumable parts will be normally stored at or near the point of use. These parts are often referred to as “bench-stock,” “bin items,” or “Pre-Expended Bins (PEB).” Items falling under this definition that are not stored in a bin, due to size or special storage requirements, are sometimes referred to as “line side stock.” The level of effort and number of consumable parts supplied may vary due to increase or decrease of the customers’ requirements. The scope of this effort requires the Contractor to provide uninterrupted support despite changes in customer requirements for consumable parts, production line configurations, bin location changes or supply chain interruptions. The items supported under this effort can be National Stock Numbers (NSNs), Local Stock Numbers (LSNs), or GSA items. IPV is designed as a hybrid logistics support system in that the Contractor will employ both vendor and Government (Defense Logistics Agency (DLA), Navy, GSA, etc.) sources of supply in the performance of logistics support. Additionally, this acquisition incorporates support of the balance of DLA worldwide demand (WWD) requirements for selected items.

### **1.2 Overview**

Under this PWS, and its associated site specific implementation plan, the IPV Contractor will be required to use best commercial practices, coupled with sourcing of supplies from designated sourcing channels to furnish cost efficient, integrated supply chain management of consumable parts required by customers in their maintenance, overhaul, and repair of various weapon systems and other military equipment, together with related supply chain management services and Management Information Systems (MIS). The broad range of supply chain management tasks for consumable parts required by this effort include planning, sourcing, procuring, distributing, and controlling material and equipment so they

are requested in advance, obtained at a reasonable cost and are available when needed. These functions are not limited to:

- Supply chain and material management
- Acquisition, receiving, inventory control, and delivery of items to the end user
- Bin management
- Material planning and analysis for both FRC PEBs and associated worldwide orders
- Material shelf-life management for designated shelf-life items
- Dedicated customer service
- Kitting
- Quality assurance to ensure parts provided meet specifications
- MIS to support all transactions and provide management data reports, contract data and invoice/billing requirements as specified

The receiving functions 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. The contractor is responsible for maintaining shipping documentation, required certifications, and ensuring required Government source inspection was performed or waived by the Government Quality Assurance Personnel prior to delivery to the end user.

The Contractors' MIS must interface with Government systems, to include Distribution Standard System, (DSS) and Warehouse Management System (WMS), and NAVAIR Depot Maintenance System (NDMS) to provide real time supply data/status, allow all material to be tracked and traced, support inventory management, provide management data reports and process MILSTRIP transactions.

### 1.3 Expected Outcomes

The scope of this PWS and contract is designed to have the flexibility required to attain the objectives of the DLA Aviation IPV Program, which include the following:

- The reduction in the time required by the customers to accomplish their maintenance, overhaul, and repair of weapon systems and related missions.
- Conduct data analysis to provide Authorized Quantity (AQ) recommendations to the PEB managers that will drive down the material dollar value of inventory without lowering the Bin Fill Rate (BFR).
- The reduction of inventory investment by the respective customer(s), and DLA through the elimination of excess inventory and maintain only that inventory necessary to meet the contractual metric and carry out the mission of the customer.
- At each of the FRCs, the ability to maintain a 99.5% BFR for all active bins of supply covered by the stock replenishment provisions. The calculation for BFR is described in section 4.2 below. "Active bins" are defined as bins that have had a replenishment action over the past 24 months.
- The capability to take timely actions in response to the Customer(s)' request for "spot buys" as set forth in this contract.
- The maintenance of an accurate, efficient, and unified MIS that will integrate seamlessly with existing Government systems, to include DSS, WMS, NDMS and will be capable of modification to integrate seamlessly with new Government systems or functionalities. The Contractors' MIS must provide real time supply data/status, allow all material to be tracked and traced, support inventory management, provide management data reports and process MILSTRIP transactions.
- An effective balance between sourcing from the Contractor's supply chain, i.e. Vendor Sourced Inventory (VSI), and Government/DLA sourced inventory (DSI) to achieve maximum efficiency in supply support for both specific site customers and WWD while supporting the socio-economic goals of Congress, the Department of Defense (DoD), and DLA.

## 1.4 Contractor Requirements

The Contractor shall:

- a. Function as an integrator in providing supplies listed in the SOI.
- b. Coordinate and synchronize its supply chain management processes to provide a predictable and reliable supply of items to meet normal requirements.
- c. Manage the contractual relationship with its suppliers that will provide the items listed in the SOI in accordance with (IAW) the current Government technical specifications and quality provisions.
- d. Ensure that its parts suppliers establish and maintain a system of processes that will provide clear traceability to the actual manufacturer of the parts.
- e. Conduct daily bin inspections to ensure adequate reordering of material
- f. Ensure that any material designated as Critical Safety Item (CSI) maintains all proper traceability and avoids co-mingling of CSI material.
- g. Provide dedicated program customer support.
- h. Provide recommendations for Authorized Quantity (AQ) adjustments on a quarterly basis to the site PEB Manager.
- i. Acquire office and warehouse space to support operations at FRC-E (Cherry Point, NC). FRC-SE (Jacksonville, FL) and FRC-SW (North Island, CA) will provide Government furnished office and warehouse space. See Appendix E for full list of Government Furnished Facility and Equipment
- j. Ensure that all applicable and site-specific safety and security requirements are followed per DLA and Navy policy. Section 7.0 below describes current site-specific security policies.
- k. Provide all required data reports at the cadence described in section 6.0 below and/or ad hoc data requested by either DLA or the Navy Customer.

## 1.5 Items of Supply

### 1.5.1 Covered Items of Supply

High volume, recurring use items are the primary focus of the support required under this PWS. However, non-recurring demand, and low volume use items are included, as they are deemed essential to the successful accomplishment of the customer's mission. Requirements may include "kits" that contain a number of designated consumable parts provided in a single container. The types of items the Contractor will be required to provide are consumable parts that are normally stored at or near the point of use where mechanics and artisans are employed in the maintenance, overhaul and repair of weapon systems and related military equipment. Items covered under 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.

### 1.5.2 Additional Covered Items of Supply

The scope of this PWS includes PEB items of supply which have not been identified as covered items at the date of contract award, but which are subsequently determined by the customer to be essential to accomplishment of its mission of maintenance, overhaul, or repair of weapon systems or military equipment. At the discretion of the Contracting Officer (KO), after consultation with the Customer, needs for such items may be accomplished under the Spot Buy provision of the contract. Prices and deliveries for these Spot Buy items will be negotiated on a case-by-case basis prior to delivery of the material by the contractor. If the Customer determines that the need for such an item is recurring, it may be added to the SOI as a PEB item.

**1.6 Sourcing**

Except as otherwise directed by the contract, or by the KO, the Contractor will utilize DLA provided Approved Materials and Parts List (AMPL) and employ the designated sourcing channel (VSI or DSI), its finances, and its supply chain management capability, to obtain items for support of planned and unplanned requirements under this contract. Under the IPV design, for one or more reasons, the Contractor will be required to obtain a portion of the items from DLA sources, some, or all of which are tied to meeting the socio-economic mandates of Congress, DoD, and DLA.

**2.0 PERFORMANCE REQUIREMENTS****2.1 General**

The obligations of the Contractor and of the Government relating to the IPV Program at the customer sites are set forth in this PWS and the contract provisions. In the event of a conflict between the contract provisions and this PWS, this PWS shall take precedence, except to the extent that the provision would be in conflict with the prohibition against altering certain clauses, as set forth in Part 12 of the Federal Acquisition Regulation (FAR).

**2.2 Supplier/Manufacturer Network**

The Contractor represents that it is part of an established, fully integrated, qualified network, that it has extensive experience across a broad spectrum of logistics capabilities; and that, if awarded the contract, it will ensure successful conduct of the tasks in this PWS and the delivery of items in strict accordance with all Government technical specifications and quality requirements. 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 system, and such suppliers otherwise must meet all requirements for qualification as a source of supply under Government contracts (such as Qualified Products List, Qualified Suppliers List, or other quality assurance demonstration), and the suppliers are not cited on the List of Parties Excluded from Federal Procurement or Non-Procurement Programs (EPLS) website at <https://sam.gov/content/entity-information/>, within twenty-four (24) hours prior to delivery of material.

**2.3 Personnel Requirements**

The Contractor will provide certain skilled, experienced, professional and/or technical personnel consistent with the requirements of this Performance Work Statement. This section lists personnel who should be representative of the following labor categories type(s) and are essential for successful accomplishment of the work to be performed under the resultant contract. Personnel categories needed for an effort of this size and complexity include, but are not limited to, the key personnel functions identified below as well as in Section H-909.

Key Personnel Requirements:

- a. Program Manager
- b. Assistant Program Manager
- c. Site Manager for each FRC (Cherry Point, Jacksonville, North Island)
- d. Contracts Representative
- e. IT Systems Specialist

**2.4 Obtain and Provide Parts****2.4.1 Technical Specifications and Quality Assurance Requirements**

The contractor shall institute a corporate quality assurance program that ensures the parts received from its suppliers and provided to the Government are in strict accordance with the technical specifications and quality assurance requirements as specified by the Government for the item. For the Contractor to determine the technical requirements, required sources of material, and applicable quality standard for a given part, the KO will provide a technical data file monthly. In the event of a conflict between the technical data file and the Product Item Description (PID) the PID shall be deemed the most current and shall be given precedence. The Contractor may make recommendations for alternate, substitute, or replacement parts for a specific NSN IAW 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 KO and with concurrence of the PEB Manager of the acceptability of that alternate, substitute, or replacement part. Furthermore, the contractor shall:

- a. Utilize the highest standards practiced in the commercial marketplace.
- b. Establish suppliers' qualifications, accomplish supplier delivery, and quality performance reviews.
- c. Evaluate processes to ensure 100% technical specification and quality compliance.
- d. Ensure that its parts vendors, suppliers, and subcontractors comply with all technical requirements in the technical data file or PID for the specific parts and that such is included in contractual instruments with suppliers throughout their contractor supplier network.
- e. Ensure that its parts, vendors, subcontractors, and suppliers establish and maintain a system or process that will provide clear traceability to the actual manufacturer of the parts.
- f. 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 that all certifications and traceability documents will be available for DLA-Aviation to review as needed. Supplies found to be nonconforming shall be segregated from supplies that will 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.
- g. Conduct periodic audits or reviews of the quality assurance processes and procedures of its vendors, subcontractors, and suppliers, and shall monitor its vendor qualification process on a continuous basis. Additionally, the Government reserves the right to review the contractor's quality processes.

#### **2.4.2 Critical Safety Items**

Critical Safety Items (CSI) shall only be provided from Government sources of supply. 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 the Joint Data Repository System located at: <https://jdrs.mil>. Any VSIs that become CSI shall not be delivered to the Government. If a VSI becomes CSI, the contractor must notify DLA and provide the manufacturer and part number (P/N) for the material in question for a determination by the Government on acceptability of that material. Additionally, said CSI material must maintain traceability and shall not be comingled with other material. Should the manufacturer and P/N not be approved, the Government will buy back material up to 33% of the estimated annual quantity (EAQ) per the provisions of the Qualified Excess Contract Inventory clause cited in the solicitation.

#### **2.4.3 Packaging**

##### **2.4.3.1 Delivers to Customer Sites**

The Contractor shall ensure that, throughout its supply chain, its vendors, subcontractors, and suppliers preserve, package, and pack all items in a manner that will ensure their preservation and protection IAW best commercial practices. Packaging considerations shall include shelf-life, temperature sensitivity, and fragility of contents.

##### **2.4.3.2 WWD Order Deliveries**

WWD orders will be packaged IAW the packaging requirements (MIL-STD 2073 and MIL-STD 130) per the technical data provided by the DLA KO.

#### **2.4.4 Sourcing Order of Priority**

Unless otherwise authorized or directed by the KO, the Contractor shall apply the following order of priority in providing all parts to all customer sites:

1. Attrition of customer site excess inventories
2. Attrition of DLA excess inventories
3. Customer overflow
4. DLA sources as set forth in the SOI
5. Contractor's supply chain for VSI as designated in the SOI
6. Spot Buy



Attrition levels for #1 and #2 above will be established by the Final Transition Plan. Numbers 1 & 2 are temporary material categories. The KO will notify the Contractor in writing or by electronics means when attrition of #1 and/or #2 is no longer required.

#### **2.4.5 Exceptions to Sourcing Order of Priority**

If adherence to the sourcing order of priority set forth in PWS Paragraph 2.4.4 will interfere with the Contractor's compliance with the performance metrics set forth in the contract, the contractor shall notify the KO by written or electronic means of the nature and extent of the interference and may request to deviate from the order of priority.

If the actual quantity ordered by the customer sites (exclusive of quantities ordered via WWD delivery orders (DOs)) in a contract year exceeds the Government EAQ, the Contractor may unilaterally choose to obtain material from the Government source of supply for the balance of that contract year.

*NOTE: Nothing in the provisions pertaining to the order of priority for the sourcing of supplies shall mitigate against the mandatory source requirements related to acquisitions from AbilityOne during the entire period of the contract.*

#### **2.4.6 Material Obtained from Government Sources of Supply**

The Contractor will be issued a Department of Defense Activity Address Code(s) (DoDAAC) that, subject to the terms, provisions, limitations, and conditions set forth elsewhere in this contract, will enable the Contractor to obtain from Government sources parts as designated in the SOI. The contractor will employ MILSTRIP Signal Code B orders to obtain material from the Government. All material obtained from the Government must be delivered to the customers within two (2) business days of receipt by the Contractor. With the exception of kitting and remote sites, no Government sourced material can be held by the contractor for future demands.

#### **2.4.7 Provide Material to Customers**

##### **2.4.7.1 Provide Material On Site (Sites: All)**

To achieve optimum performance at a customer site, for covered items that are vendor sourced, the Contractor shall employ all available methods of logistics support, including but not limited to, best commercial practices, anticipation of customers' needs and planning, and the maintenance of information systems for purchasing, quality assurance, inventory control, and distribution. The contract will obtain material IAW the order priority set forth in PWS Paragraph 2.4.4, and the contract SOI designated sourcing. The Contractor shall establish processes that will maintain the required bin quantity levels, up to the maximum established by the Government via the bin authorized quantity (AQ) that will ensure that the required number of parts will be available to the mechanic or artisan each time they attempt to draw parts from the bin. At the inception of the contract, the bin quantity levels (otherwise referred to as the "authorized quantity" or AQ) will be established by the Customer. The Contractor will be expected to react to changes in customer demand patterns, and to suggest appropriate AQs based on lead times and demand patterns, in order to mitigate the risk of material shortages and excesses.

##### **2.4.7.2 Provide Material to Remote Sites (Sites: A2-A6, B2-B6 and C2-C4)**

Requirements will be generated by the Customer and conveyed to the Contractor in a format agreed to by the parties. In response to requirements submitted by the Customer, the Contractor will obtain material IAW the order precedence described in PWS 2.4.4, and the contract SOI designated sources and deliver to the designated delivery point in Appendix B

##### **2.4.7.3 Provide Material for DLA WWD Orders**

For items designated in the SOI as WWD items, the Contractor will deliver ordered items to the DLA Supply Depot(s) or other DLA locations, within the Continental United States, excluding Alaska and Hawaii, in strict accordance with the DOs issued. Supplies covered by the DO shall be sourced through the Contractor's commercial supply chain. All DOs will be sent electronically IAW Clause Order Limitations FAR 52.126-19. The contractor may stipulate a minimum order quantity and/or minimum dollar value per order. Any orders issued that specify delivery to anywhere other than a DLA distribution

location may be rejected by the contractor after notice to the Contracting Officer. Such notice must be made within 10 business days of the date of the order.

- DO/Modification Distribution – Vendors will receive notice of the awards via posting on the DLA Internet Bid Board System (DIBBS) at <https://dibbs.bsm.dla.mil>. DO's will be available for viewing on the DIBBS website.
- DIBBS Registration – Registration is required to receive a DIBBS account login and password. If your company experiences difficulties while in DIBBS, please contact the help staff at [DibbsBSM@dlamail](mailto:DibbsBSM@dlamail).

Delivery times will be negotiated by line item at time of WWD CLIN activation. Inspection/Acceptance requirements will be noted on each DO. Inspection/Acceptance will either be at Origin (Source), or Destination. All inspection requirements will be included in the technical specifications and quality provision data that will be provided by the Government.

#### **2.4.8 Kitting (Site C1; See Appendix for FRCSE, Jacksonville Kit BOM))**

The Customer will appoint a government kit master who has the responsibility for all kit configuration and kit numbering. The Customer will provide a material list for each kit. The lists shall include the part number, NSN, nomenclature, and quantity for each item in a kit. The Customer shall notify the Contractor of any changes to the material lists. The Customer initiates a kit request for a new kit or change request for an existing kit and forwards to the Contractor. The kit request includes a Bill of Materials (BOM) or a revision to an existing BOM. The Customer kit order will specify the kit number and the quantity of kits ordered. The Contractor will be responsible for procurement of kitting material at its own cost and maintaining inventory control until the kit is delivered to the Customer.

Upon receipt of a kit order from the Customer, the Contractor will obtain items, assemble the kit, and deliver the kit within one-hundred twenty (120) days of receiving the kit order to Jacksonville Fleet Readiness Center Southeast (FRCSE) Receiving located in Building 109. FRCSE Receiving will sign for the kits and be responsible for storage and issuance of the kits to the designated production line. Kitting also including providing kit status and/or parts status and price data as necessary.

Any item not currently on the IPV contract and necessary for kits shall be added to the contract per established procedures at the Addition and Deletion of Items clause. The Contractor shall be responsible for providing kit container and labeling materials.

In addition to the FRCSE kitting requirement described in 2.3.8, the Customer may elect to institute kitting processes at both FRCE and FRCSE. In the event that the Customer elects to institute any variety of kitting processes, the Customer will submit a requirement(s) statement to the IPV Contractor. The IPV Contractor shall evaluate and formally propose any changes to the management fee resulting from the additional kitting requirement. The Government will evaluate any future proposed changes to the management fee to ensure proposed costs are fair and reasonable. Any updated changes will be executed via bilateral modification to the contract.

##### **2.4.8.1 Kitting Invoicing**

Prior to invoicing kits, the Contractor will provide the Customer with a data file (format to be specified) which the Customer will use to post the kit order due-in information to their planning system to facilitate the direct billing process. The Contractor will establish direct bill kitting procedures for FRCSE under the following directives: Total material costs will be IAW current contract pricing. The prices will consist of DLA sourced material, vendor sourced material, or Spot Buys. Total kit prices may vary based on current material pricing and/or partial kit deliveries. The total kit price will consist of the overall kit material costs and a mark-up for MIS and packaging to be negotiated.

##### **2.4.8.2. Kitting Performance Metric**

Deliver kits within one-hundred twenty (120) days of receipt of the kit order from the Customer. (PEB BFR provisions do not apply for kits.)

### **3.0 MATERIAL MANAGEMENT**

**3.1 Bin Re-Configurations (Sites: A1-A5, B1-B4, B6, and C1-C4)**

On an ad hoc basis, the Customer may request realignment, movement, and or relabeling of bins. The Contractor shall perform such changes within a timeframe agreed to by the Customer and Contractor. Any bins, racks, labels, or other equipment associated with these changes may be purchased by the Contractor via Spot Buy after approval by the Contracting Officer's Representative (COR). In instances where the Customer requires a very short turn-around time, a one-time increase in the material management fee may be negotiated for these specific tasks. Alternatively, the Contractor may perform the changes as workload permits at no additional cost, within the timeframe agreed to by the Government. The material management fee is highly correlated to the number of bins that are serviced. As such, the material management fee may be reviewed at the request of either party when a change, exceeding +/- 10%, on a per site basis, occurs from the bin counts, as laid out in Solicitation SPE4A7-23-R-0105, Appendix B (FRC-E- 21,919; FRC-SE- 19,652; FRC-SW- 36180). Such a review may result in a re-negotiated material management fee which would be updated via a bilateral modification. Such a modification will reset the new baseline from which a subsequent +/-10% measurement will be applied.

**3.2 Shelf-Life Management (Sites: A1-A5, B1-B4, B6, and C1-C4)**

The Contractor shall perform a quarterly audit on all PEB 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, looking 90 days ahead. The Contractor, using current FEDLOG information disks available via Defense Logistics Information Services (DLIS), shall on a quarterly basis use FEDLOG information to generate a list of all shelf-life material located in PEB bins to audit. The Navy may include a list of additional PEB items to be treated in the same fashion as DLIS stated shelf-life material. 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 not reached its expiration date. For all bins containing shelf-life material, the shelf-life code will be displayed on the PEB bin labels. The following tasks are to be completed by the Contractor:

1. For material received with a shelf-life expiration date on the package that should not have a shelf-life code (SLC Zero), the Contractor shall affirm the material is improperly marked but still usable (not expired) by posting affirmation at the PEB site on the clipboard and/or PEB manual index book, provided by the Government. Material shall be retained in the PEB bin.
2. For material received with a shelf-life expired date on the package that has a shelf-life code but has not actually expired, the Contractor shall affirm that the material is improperly marked but still usable (not expired) by posting affirmation at the PEB site on the clipboard and/or PEB manual index book provided by the Government. Material shall be retained in the PEB bin.
3. For material received with a shelf-life expired date on the package or the expiration date is within 90 days and the Contractor cannot affirm that the material is still usable (not expired) the Contractor shall submit a WEBSDR for disposition and credit of material received. Material shall be held at the Contractor facility until disposition instructions are received.
4. Material received with no shelf -life expiration date that should have a shelf-life code (SLC other than zero), the Contractor shall affirm that the material is improperly marked but still usable (not expired) by posting affirmation at the PEB site on the clipboard and/or PEB manual index book provided by the Government. Material shall be retained in the PEB bin. [NOTE: In some instances, not all material, such as shrink wrap, can have an expiration date affixed to the product. In such cases, the Government shall provide additional guidance]
5. All expired material identified during the audit or routine bin maintenance will be removed by the Contractor and turned over to the Government for disposition.
6. If expired shelf-life material is received from DLA in two consecutive orders for the same NSN, the Contractor may submit a request, with justification, for a Spot-Buy in order to procure material to maintain production.
7. At the completion of each monthly audit, the Contractor shall provide the COR a copy of the report used for the audit with a column used for notes that show any action taken on expired or improperly marked material.
8. The shelf-life management program must include provisions to address the receipt of bulk shelf-life material (ie O-rings, that don't come individually packed) to ensure they remain in an auditable state as material begins to be consumed; labeling must remain with product.
9. Shelf-Life instructions are found in DOD MANUAL 4140.27, VOLUME 1 DOD SHELF-LIFE MANAGEMENT PROGRAM, DLA Instruction (DLAI) 4145.4 and NAVSUPINST 400.100

**3.2.1 Shelf-Life Management Government Furnished Information (GFI)**

The Customer shall provide the following to the Contractor:

1. The Government will provide all Shelf-Life List Clip Board Locations and a shelf-life cross reference table and/or PEB manual index book.
2. The Government will establish a permanent location for the shelf-life list clip board and/or PEB manual index book as well as provide necessary clipboards and/or PEB manual index book at each PEB location. These clip boards/PEB manual index books will be used by the Contractor to provide current shelf-life information pertaining to PEB bins at each specific location.

**3.2.2 Shelf-Life Management (Sites: A1-A5, B1-B4, B6, and C1-C4)**

On a monthly basis, forward list of SLC bins to the sites. Upon notification from the site, provide new labels where SLC have changed.

**3.3 Manage Customer Owned Overflow Material (Sites A1, B1, C1)**

Overflow material is material owned by the Customer but for various reasons, the material is not stored at the point of use on the shop floor. Overflow material is held in another location on the Customer's site. The Contractor shall ensure that overflow material is consumed prior to a replenishment delivery from any other source. Overflow material must be recorded and tracked in the Contractor's information system in order to properly use all overflow material prior to the Contractor obtaining material from any other source. The movement of material from overflow to the shop bin is recorded and reported as a demand but not invoiced to the Government through the submittal of a Demand History Allocation (DHA). All overflow actions must be recorded in the Contractor's information system and report in the monthly demand reports to the Government in the formats described in the contract. The current list of overflow items will be provided by the Government prior to the effective date of the contract.

**3.4 Stock Transfers/Lateral Movements (Sites A1, B1, C1)**

Stock transfers are the movement of material among shops at one site or among sites. Laterals are from shop to shop within a site. The need may arise to transfer material from one bin to another bin to meet mission needs, fill empty bins, or improve inventory efficiency. The Contractor will recommend the transfers identified by NSN, quantity, and bin location, to the PEB Manager. Upon approval from the PEB Manager, the Contractor will move the material to the needed location. All stock transfers must be recorded in the Contractor's information system and reported in the monthly demand reports to the Government in the formats described in the contract. The Contractor shall track all movements and make necessary supply adjustments to reflect the transfers of material. No financial adjustments, in the form of either invoices or credits are to be made for stock transfers or lateral movement.

**3.5 Recommend Changes of Covered Items and/or AQ Levels**

Authorized Quantity (AQ) is defined as the monthly usage rate based on the historical demand (derived from the 15-month Demand Analysis Report (DAR)) plus a safety/buffer stock of 15% rounded up to the nearest multiple of 5. For example, the DAR states NIIN 1234 has averaged 63 uses/per month over the past 15 months. This would set the AQ at  $63 \times 1.15 = 72.45$ , resulting in a AQ of 75). The Government will determine the bin AQ and provide such to the Contractor within 60 days of contract award. During the course of the contract, the Contractor shall make recommendations to the Customer regarding quarterly AQs adjustments, additions, deletions, or changes to the array of items covered by the contract to correct any potential deficiencies in the supply chain process. The Contractor may make such suggestions to ensure the attainment of 99.5% BFR, and to manage on-hand inventories to eliminate or reduce unnecessary inventories. Contractor recommendations will be sent to the PEB Manager with a copy to the Contracting Officer. The PEB Manager shall respond to the Contractor with approval/disapproval and/or suggested edits to the AQ recommendations within five (5) business days. Once the PEB Manager has approved the Contractor's recommended changes, the Contractor shall implement the changes within 3 business days.

**3.6 Conduct Spot Buys (All Customers)**

IAW the Spot-Buy clause in the contract, on an "as needed" basis, the Contractor shall acquire and furnish consumables that are not included in the schedule of items covered by the contract at the time the need arises. IAW the sourcing order of priority, upon receipt of the spot-buy requirement, the Contractor shall:

- Generate the spot-buy request form
- Obtain vendor quotes from qualified sources
- Provide completed spot-buy form to DLA KO for approval/disapproval of the spot-buy
- Only if disapproved, provide completed spot-buy form to Site PEB Manager for impact statement and resubmission to the KO
- Provide status updates on spot-buy requests/orders as requested
- Deliver spot-buy parts to the customer for KO approved spot-buys.
- Complete a Demand History Allocation (DHA) submission for spot-buys
- Provide DHA submission data to the Customer on a monthly basis

The estimated number of spot-buys is 800 per contract year.

### 3.7 Nonconforming Items and Returns

#### 3.7.1 DLA Sourced Items

Prior to delivering material to the Customer, the Contractor's receiving process shall include review of Government technical specification to ascertain the identification and conformance per visual inspection of material received from the Government. If an item obtained from DLA is determined to be nonconforming to contract requirements, the Contractor shall isolate the nonconforming material and submit a Product Quality Discrepancy Report (PQDR) IAW DLA Regulation (DLAR) 4155.24 or a Supply Discrepancy Report IAW DLM 4000.25 V2 CH17 through the Product Data Reporting and Evaluation Program (PDREP) and or WEB/SDR. For product quality cases, the Customer will provide a PQDR tag form (DD-2332) and supporting technical documentation 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 shall isolate the discrepant material in a secure location away from all conforming material and await disposition instructions from DLA via the PQDR or SDR response. The Contractor's receiving MIS and procedures shall prevent to the greatest extent practicable, delivery to a Customer bin or invoicing of material that is nonconforming per a visual inspection.

#### 3.7.2 Vendor Sourced Items

Traceability must be maintained for vendor sourced items in the event the material does not meet conformance standards. Consistent with the performance requirements of the contract, and irrespective of any warranties extended provided elsewhere in the contract, the Contractor shall accept the return of any material which has been determined to be nonconforming to the requirements of the contract and shall replace the nonconforming material with material that conforms to contract/technical requirements.

### 4.0 PERFORMANCE METRICS

#### 4.1 Bin Fill Rate (BFR) (Sites A1, B1, B2, B3, B4, C1, C2, and C3) (Does not apply to kitting)

The Bin fill rate will be evaluated weekly to determine compliance with the metric. The first bin fill rate evaluation date will be determined during the activation meetings and subsequent bin fill rate evaluations will continue to be conducted on a weekly basis.

- Measurement:** Measured weekly as an average of scheduled and randomly conducted bin audits, Bin Fill Rate is the percentage of active bins for which the contractor is responsible that are not empty. Active bins are defined as bins that have had a replenishment action over the past 24 months. Performance tracking for Bin Fill Rate will begin at the conclusion of the activation ramp-up period as defined in the contract site activation plan and will be measured on a weekly basis per site. (Reliance on DLA as a source of supply does not relieve the contractor of the bin fill rate requirement).
- Bin Fill Rate:**  $= \{1 - [( \text{number of empty active bins noted during bin audits in a given period} ) / ( \text{number of bins audited in a given period} ) * 100]\}$

- c. **Metric:** The contractor is required to meet a minimum bin fill rate throughout the contract period for the bins for which the contractor is responsible. The minimum bin fill rate is 99.5% at each of the FRCs.
- d. **Exception:** Newly added items will be permitted one lead-time or upon first delivery of the full AQ, whichever comes first. Bin Fill rate will be calculated for newly added bins after the first lead-time.
- e. **Reporting:** The KO will provide a metric report to the Contractor on a weekly basis. The contractor will have 21 days to challenge the calculations for the bin fill rate metric in writing to the KO. The challenge shall include the rationale and any supporting evidence. The KO will make the final decision to 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 period metric.
- f. **Disincentive Schedule:** BFR disincentives are reported monthly, calculated annually, and applied to the payment of the Material Management CLIN. The disincentive amount will be determined as the % of disincentive multiplied by the dollar value of the Material Management CLIN. The resulting disincentive amount will be deducted in a lump sum from the Material Management monthly payment following each 12-month performance period, i.e. each contract year. Following the final year of performance, any disincentive amount due to DLA shall be paid to DLA by the Contractor within 30 days after reconciliation. 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 (Navy, DLA, Contractor) to participate in the process and provide clarifications.

Bin Fill Rate	Disincentive Applied to Management Fee
99.50% - 100%	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	Potential for Default

#### 4.2 Bin Fill Rate (BFR) Exceptions (Sites A1, B1, B2, B3, B4, C1, C2, and C3) (Does not apply to kitting)

Challenges can be made to the government bin fill rate pre-adjudication number for the following exceptions:

- a. CSI items as the contractor is not authorized to acquire those items from commercial sources (including spot buys) unless approved for by the KO on an exception basis.
- b. Unpredictable and unpreventable disruptions to the supply chain, e.g., inclement weather, worker strikes or shortages, raw material shortages, transportation disruptions;
- c. Denied or delayed approvals of contractor spot buy requests for Government-sourced items that are not available for delivery to the contractor from Government stock or Government supply contracts when the need arises.
- d. Government-sourced items for which the IPV contractor is not given visibility into the Government's current stock position or the Government's source of supply's current stock position.

**5.0 MANAGEMENT INFORMATION SYSTEM (MIS)**

The Contractor shall use a MIS that is compatible with, and provides seamless interface with, existing and emerging DoD systems employed by DLA, Defense Automatic Addressing System Center (DAASC), Defense Logistics Information Systems (DLIS) and NDMS. The Contractor's MIS must provide complete, accurate, up-to-date information to DLA and the Navy, and must provide for systemic reporting as required by the contract. 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 contractor performance metric: BFR rate of 99.5%. This consumption data will be made available to the government upon request. As a minimum, the Contractor's MIS will be required to perform BFR calculations, demand analysis, and suggested AQ analysis/adjustments. The Contractor's MIS must provide for electronic commerce (EC/EDI). The Contractor shall have the ability to submit periodic electronic invoices (EDI 810) and purchase order acknowledgement (EDI 855). The Contractor's MIS shall be flexible enough to provide standard and ad hoc reports as required (see Reports in PWS 6.0), along with the following mandatory functionality:

- Provide total asset visibility within the Contractor's supply chain to authorized Government viewers.
- Track item consumption, analyze demand, and establish and maintain authorized levels of inventory.
- Manage subcontracts to include all pertinent data supporting pricing, invoicing, and product traceability.
- Provide electronic invoicing, together with reports required to support payment.
- Process transactions under the Military Standard and Issue Procedures (MILSTRIP), as necessary.
- Have an integrated electronic order entry system.
- Prevent delivery to the Government of any Vendor Sourced CSI, not previously authorized by the KO, regardless of date the item was designated CSI by the Government.
- The Contractor shall have the ability to receive electronic orders from DLA in support of WWD shipments to the DLA. The Contractor shall comply with WAWF procedures for reporting and invoicing WWD DOs.
- Establish a web page accessible by designated Government personnel for ad-hoc queries to obtain pertinent data, including but not limited to: NSNs, bin locations, AQ levels, and records.
- The Contractor shall have a T-1 or equivalent bandwidth capacity at all Contractor staffed sites to ensure timely processing of electronic data.

**6.0 DELIVERABLES (REPORTS & DATA)**

(See Appendix for formats or samples)

The table below is a listing of required reports. This table is not all inclusive and can be adjusted throughout the life of the contract based on need/requirement of the Customer. The Contractor shall provide each report to the Customer sites as cited, containing the date pertinent to that particular site. All reports shall be available to DLA and shall be submitted to the DLA KO the same time the report is distributed to each particular site. The final design of each report will be determined during the transition period at the implementation meeting.

<b>PWS Paragraph/Report Title</b>	<b>Frequency</b>	<b>Date/Time Due</b>	<b>Primary Recipient</b>
6.1 Daily Receipt Report (All Sites)	Daily	After Receipts are Completed	COR
6.2 Usage Reports (All Sites)	Invoice Period	5th of Each Month	COR
6.3 Empty Bin Report (All Sites)	Weekly	Tuesday 5 PM (Mod 18)	COR and CLS
6.4.A Quartler (All Sites)	Monthly	5th of Each Month	COR

6.4.B Rolling 5 Quarter DAR report (All Sites)	Quarterly	15 Days After Conclusion of Quarter	COR
6.5 SDR Report (All Sites)	Monthly	5th of Each Month	COR
6.6 PEB Listing (All Sites-By Shop)	Monthly	5th Day of the Each Month	PEB MGR and COR
6.7 Shelf-Life Management Report (All Sites)	Quarterly	Submits 5 Days After Shelf-Life Review	COR
6.8 Shop Bin List (Government Audits)	Ad Hoc	Within One Hour of Request	COR
6.9 Bin Activity and Sourcing Data (All Sites)	Ad Hoc	Within One Hour of Request	COR
6.10 Point of Contact Sign (All Sites)	Continuous	Monthly COR Validates POCs	FRC Bin Locations
6.11 Spot Buy Form (All Sites)	All Spot Buys	Upon Submission of Each Spot Buy	KO and COR
6.12 Bin Label (All Sites)	As Required	As Required	COR
6.13 Invoice Summary Document Report (All Sites)	Monthly	5th of Each Month	COR
6.14 Excess/Overflow Material and Movement Report (A1, B1, C1)	Monthly	5th of Each Month	COR
6.15 Report to Feed NDMS	Bi-Monthly	5th and 20 <sup>th</sup> of Each Month	COMFRC POC

**6.1 Daily Receipt Report (Sites: All; Daily)**

Upon completion of the day's receipts, the Contractor shall retain the receipted material in their receiving location and provide (via email) an excel file of the daily receipts to the COR. The Government representative, designated by the COR, will conduct a daily receipt sampling after which the Contractor may deliver the material to the Customer's bins. Any material receipted by the Contractor after that day's log has been generated will be included on the next day's log and the material will remain in the Contractor's receiving area to be included in the next day's sampling. NOTE: Only work stoppage deliveries are permitted to be delivered to the shop floor without waiting for the day's sampling to be performed. The log will contain the following data fields for each delivery: NSN, nomenclature, document number, quantity, BSL, bin number, unit of issue, unit price, and source. These fields will be completed by the Contractor. The log will also contain the following column titles: selected, counted quantity, and problem, to be completed by the Government representative.

**6.2 Usage Reports (Sites: All; Monthly)**

The Contractor shall provide usage data monthly no later than the 5<sup>th</sup> of the month following the month for which data is being provided.

**6.3 Empty Bin Report (Sites: All; Weekly)**

The Contractor shall provide an empty bin report on a weekly basis that is tailored to the requirements specific to each FRC site.

**6.4 Demand Analysis Reports****6.4.1 Six (6) Month Demand Analysis Report (DAR) (Sites: All; Monthly)**

The Contractor shall provide a rolling six-month demand report (DAR) in an electronic Microsoft (MS) Excel format. The report shall be delivered monthly on the fifth (5<sup>th</sup>) day of every month by 5:00 p.m., respective to each FRC's time zone. The report shall contain the following information:



NSN	PEB	BSL	BIN	UI	NUM RECEIPTS	RECEIPT QTY	LAST RECEIPT DATE	SHOP CODE	SHOP	NOMENCLATURE	PART NUMBER	SUP	CP1	CSI
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**6.4.2 Rolling Five (5) Quarter DAR Report (Sites: All; Quarterly)**

The Contractor shall provide a rolling five-quarter (DAR) in an electronic Microsoft (MS) Excel format. The report shall be delivered quarterly, 15 Days After Conclusion of Quarter to the COR by 5:00 p.m., respective to each FRC's time zone. The report shall contain the following information:

Site	Shop	NSN	Vendor Part Number	Nomenclature	UI	SUP	Shop Level AQ	Number of Bins	Most Recent Delivery Date	Transactions Count (5 Qtr Tot) <i>Dates will be specified</i>	Receipts Qty (5 Qtr Tot) <i>Dates will be specified</i>

**6.5 SDR Report (Sites: All; Monthly)**

The Contractor shall provide a monthly SDR report that details any SDR and PQDR instance that occurred during the previous month.

**6.6 PEB Listing (Sites: All; Monthly)**

The Contractor shall provide a current hardcopy list of all bins in each BSL, in both binder / hardcopy format and electronic format. The data is to be formatted as follows: Section A – NSN, Part Number, Bin Location; Section B – Part Number, NSN, and Bin Location.

**6.7 Shelf-Life Management Report (Sites: All; Quarterly)**

The Contractor shall provide a list of all material with a shelf-life code other than zero (0), for all items that have a shelf-life and therefore should be properly marked with an expiration date in compliance with shelf-life regulations. The shelf-life management report should include the following information: NSN, Part Number, BSL, Bin, AQ, Unit of Issue, SLC, last receipt date, cure date and remaining shelf life.

**6.8 Shop Bin List (Audit) (Sites: All; ad hoc)**

On an ad hoc basis, the Government will conduct bin audits. The audits will require a list of bins located in a designated shop. The list will contain the following data fields: Shop, BSL, NSN, Part Number; AQ, and Unit of Issue. Listing will be sorted by shop, in bin location sequence. Request may be made for one or multiple shops per audit. The list must be provided to the Government within one hour of request.

**6.9 Bin Activity and Sourcing Data (Sites: All; ad hoc)**

On an ad hoc basis, as requested by the KO, the Contractor shall provide to the Government accurate real-time, bin activity history and sourcing information, to include the date, quantity, source (distributor/manufacturer's name), and part number for all deliveries of any NSN cited on the contract. These data requests typically result from a government safety notice. The data must be provided to the Government within one hour of request.

**6.10 Point of Contact Sign (Sites: All; as necessary )**

At each BSL area, the Contractor shall provide a laminated 8 ½ x 11 inch sheet containing the following information: Identification of bin area as Integrated Product-Support Vendor (IPV) managed by Contractor (Name), Government COR (Name and Phone Number), Contractor POC (Name and Phone Number), Navy PEB Manager (Name and Phone Number).

**6.11 Spot-Buy Form (Sites: All Spot Buys)**

The Contractor shall use a standardized PDF format for spot-buy requests found in Appendix D 6.11. The spot-buy form will be conveyed among the parties (Customer, Contractor, and KO) as an email attachment.

**6.12 Bin Labels (Sites: As Required )**

The Contractor shall provide bin labels as required throughout the duration of the contract.

**6.13 Invoice Summary Document Report (Sites: All; Monthly)**

The Contractor shall provide the report listing all summary order document numbers invoiced each invoice period (i.e. monthly).

**6.14 Excess/Overflow Material and Movement Report (Sites: A1, B1, C1; Monthly)**

The Contractor shall provide a report of all overflow material. Additionally, movement must be recorded and tracked in the Contractor's information system to properly use all overflow material prior to the Contractor obtaining material from any other source. The movement of material from overflow to the shop bin is recorded and reported as a demand but not invoiced to the Government. All overflow actions must be recorded in the Contractor's information system and reported on monthly.

**6.15 Report to Feed Navy's NDMS (Sites: A1, B1, C1; 5<sup>th</sup> and 20<sup>th</sup> of Each Month)**

To assist the Customer with inventory management, the Contractor shall provide a report consisting of the information requested below via an excel file transmission to COMFRC delivered twice monthly by the 20th day of the month for a report covering the 1st-15th and by the fifth (5th) day of the next month for a report covering the 16th to the end of the month. The information provided shall show all transactions enacted by the contractor since the previous report and will be uploaded by the Navy COMFRC NDMS team. Required fields are as follows:

- Column A: Date – Transaction Date
- Column B: FRC Location – E, SE, SW
- Column C: Location – Bin Location on Site
- Column D: NSN
- Column E: NIIN
- Column F: Bin
- Column G: Established AQ
- Column H: Unit of Issue
- Column I: Part Number
- Column J: Nomenclature
- Column K: Transaction – New Add, New Delete, New Purchase Order, New Delivery, etc.
- Column L: Last Order Date
- Column M: Last Delivery Date
- Column N: Transaction Count (past 6 months)
- Column O: Receipt Quantity (past 6 months)
- Column P: Shop Name
- Column Q: Shop Code

**7.0 SECURITY REQUIREMENTS**

Contractor personnel shall require access to areas where classified information is held in performance of this contract up to and including **(Secret, with a safeguarding level of (None))**.

**7.1 Contractor Personnel Security (DLAD 52.204-9000 (JUL 2015))**

(a) Work to be performed under this contract or task order may, in full or in part, be performed at the Defense Logistics Agency (DLA) Headquarters (HQ), DLA field activity office(s), or other Federally controlled facilities. Prior to beginning work on a contract, DLA requires all Contractor personnel working on the Federally controlled facility to have a favorably adjudicated Tier 3 (T3) investigation or equivalent.

(b) Additionally, in accordance with Department of Defense (DoD) Manual 5200.02, Procedures for the DoD Personnel Security Program, DoD Instruction 5200.02, DoD Personnel Security Program, and DLA Issuance 4314, Personnel Security Program, all DoD Contractor personnel who have access to Federally-controlled information systems must be assigned to positions which are designated at one of three information technology (IT) levels, each requiring a certain level of investigation and clearance, as follows:

- (1) IT-I for an IT position requiring a Tier 5 (T5) or equivalent;
- (2) IT-II for an IT position requiring a Tier 3 (T3) or equivalent; and
- (3) IT-III for an IT position requiring a T1 or equivalent.

(c) The Contracting Officer will ensure that the Contractor is notified as soon as a determination is made by the assigned or cognizant DLA Intelligence Personnel Security Office regarding acceptance of the previous investigation and clearance level.

(1) If a new investigation is deemed necessary, the Contractor and Contracting Officer will be notified by the respective DLA Personnel Security Office after appropriate checks in DoD databases have been made.

(2) If the Contractor employee requires access to classified information and currently does not have the appropriate clearance level and/or an active security clearance, the DLA Intelligence Personnel Security Office will relay this information to the Contractor and Contracting Officer for further action. Investigations for Contractor employees requiring access to classified information must be initiated by the Contractor Facility Security Officer (FSO).

a. The Contractor is responsible for ensuring that all personnel receive the requisite investigation and are favorably adjudicated in accordance with DoDM 5220.22, National Industrial Security Program Operating Manual. Contractor employees who fail to meet security clearance requirements may not access classified information or perform sensitive duties. In such cases, the Contractor employee may not perform on the contract.

b. The contractor shall comply with security requirements specified in the DD-254 attached to this contract. Information or data that the contractor accesses shall be handled at the appropriate classification level. Unclassified information shall be handled in accordance with the appropriate designation (Controlled Unclassified Information; Covered Defense Information). Distribution is authorized to the Requiring Office's Organization and supported Activity only. Other requests for deliverables under this contract shall be referred to the TPOC/COR of this contract for approval.

c. Controlled Unclassified Information including Covered Defense Information (meeting the definition of 48 CFR 252.204–7012(a)) generated and/or provided under this contract shall be marked and safeguarded as specified in DoD Instruction 5200.48, Controlled Unclassified Information (CUI) available at: <https://www.esd.whs.mil/Portals/54/Documents/DD/issuances/dodi/520048p.PDF>. Any product containing Covered Defense Information shall be assigned a distribution statement (distribution statements B through F) using the criteria set forth in DoDI 5230.24 (Distribution Statements on Technical Documents); and have this statement displayed per DoDI 5230.24, Enclosure 3. Distribution Statement D. (Administrative/Operational), date:.. Other requests shall be referred to: Commander Fleet Readiness Centers, 47038 McLeod Road, Bldg. 447 Patuxent River, MD 20670-1626.

(3) The Contracting Officer will ensure that the respective DLA Intelligence Personnel Security Office initiates investigations for Contractor employees not requiring access to classified information (i.e., IT or unescorted entry).

(4) It is the Contractor's responsibility to ensure that adequate information is provided and that each Contractor employee completes the appropriate paperwork, as required either by the Contracting Officer or the DLA Intelligence Personnel Security Office, in order to begin the investigation process for the required clearance level.

(d) The Contractor shall submit each request for access and investigation through the Contracting Officer to the assigned or cognizant DLA Intelligence Personnel Security Office. Requests shall include the following information and/or documentation:

- (1) Standard Form SF 86, Questionnaire for National Security Positions (see note below)
- (2) Fingerprinting can be performed by the cognizant DLA Intelligence Personnel Security Office.

(Note to (d)(1) above: An investigation request is facilitated through use of the SF 86 and are available at the Office of Personnel Management's (OPM) system called Electronic –Questionnaires for Investigations Processing (e-QIP). SF86 are available at OPM's web-site, [www.dcsa.mil/is/eqip](http://www.dcsa.mil/is/eqip).

(e) Required documentation, listed above in paragraphs (d) (1) and (2), must be provided by the Contractor as directed by the Contracting Officer to the cognizant DLA Intelligence Personnel Security Office at the time of fingerprinting or prior to the DLA Intelligence Personnel Security Office releasing the investigation to OPM.

(f) Upon completion of the T3 or other sufficient, appropriate investigation, the results of the investigation will be forwarded by OPM to the appropriate adjudication facility for eligibility determination or the DLA Intelligence Personnel Security Office for review and determination regarding the applicant's suitability to occupy an unescorted entry position in performance of the DLA contract. Contractor personnel shall not commence work on this effort until the investigation has been favorably adjudicated or the Contractor employee has been waived into the position pending completion of adjudication. The DLA Intelligence Personnel Security Office will ensure that results of investigations will be sent by OPM to the Department of Defense, Consolidated Adjudications Facility (DoD CAF) or DLA Intelligence Personnel Security Office.

(g) The requirements of this clause apply to the prime Contractor and any subcontractors the prime Contractor may employ during the course of this contract, as well as any temporary employees that may be hired by the Contractor. The Government retains the right to request removal of Contractor personnel, regardless of prior clearance or adjudication status whose actions, while assigned to this contract, who are determined by the Contracting Officer to conflict with the interests of the Government. If such removal occurs, the Contractor shall assign qualified personnel, with the required investigation, to any vacancy.

(h) All Contractor personnel who are granted access to Government and/or Federally-controlled information systems shall observe all local automated information system (AIS) security policies and procedures. Violations of local AIS security policy, such as password sharing, performing personal work, file access violations, or browsing files outside the scope of the contract, will result in removal of the Contractor employee from Government property and referral to the Contractor for appropriate disciplinary action. Actions taken by the Contractor in response to a violation will be evaluated and will be reflected in the Contractor's performance assessment for use in making future source selection decisions. In addition, based on the nature and extent of any violations of AIS security policy, the Government will consider whether it needs to pursue any other actions under the contract such as a possible termination.

(i) The Contractor may also be required to obtain a Common Access Card (CAC) for each Contractor employee in accordance with procedures established by DLA. When a CAC is required, the Contracting Officer will ensure that the Contractor follows the requirements of Homeland Security Presidential Directive 12 and any other CAC-related requirements in the contract. Contractor CACs and facility specific identification badges will be issued by the Government to on-site contractor personnel that require it and they shall be visible at all times while personnel are at the Government site. The Contractor shall furnish all requested information required to facilitate issuance of identification badges and shall conform to task order specific instructions and facility guidance. The Contractor shall provide to the COR, on a monthly basis, a listing of all personnel working under the contract that have CACs. All CACs and identification badges issued to Contractor employees shall be returned to the Contracting Officer Representative at the Government site in accordance

with task order instructions and facility guidance following completion of the contract, relocation or termination of an employee, or upon request from the Contracting Officer's Representative. An updated contractor list of authorized personnel working on the contract must be on file with the respective FRC security office. This must be submitted on official company letterhead and updated any time there is a change in contracted personnel. Additional information can be found in DODM 1000.13, DLAI 1000.13, and DLAM 1000.13.

(j) Contractor personnel must additionally receive operations security (OPSEC) and information security (INFOSEC) awareness training. The DLA annual OPSEC refresher training and DLA annual INFOSEC training will satisfy these requirements and are available through the DLA Intelligence Office. Successful completion of training for all Contractors must be submitted to the COR within in first 30 of contract performance or within 30 days of a new hire being brought on.

- 1. OPERATIONS SECURITY (OPSEC):** The Contractor shall maintain an OPSEC program to protect controlled unclassified and classified activities, information, equipment, and material used or developed by the Contractor and any subcontractor during performance of the contract. The Contractor shall be responsible for the subcontractor implementation of the OPSEC requirements. This program may include Information Assurance and Communications Security (COMSEC). The OPSEC program shall be in accordance with National Security Decision Directive (NSDD) 298, and at a minimum shall include:
  - 1) Assignment of responsibility for OPSEC direction and implementation.
  - 2) Issuance of procedures and planning guidance for the use of OPSEC techniques to identify vulnerabilities and apply applicable countermeasures.
  - 3) Establishment of OPSEC education and awareness training.
  - 4) Provisions for management, annual review, and evaluation of OPSEC programs.
  - 5) Flow down of OPSEC requirements to subcontractors when applicable.
  - a. While performing aboard NAVAIR or NAVAIR sites, the contractor shall comply with facility OPSEC program instructions and contribute to organization-level OPSEC efforts. Include OPSEC as part of its ongoing security awareness program and take all required Agency training. Be responsive to the Supporting OPSEC Manager on a non-interference basis. Protect sensitive unclassified information and activities, which could compromise classified information or operations, or degrade the planning and execution of operations performed by the RO and contractor in support of the mission.
- 2. INFORMATION SECURITY:** If the work is performed at the Contractor's facility, the Contractor shall implement and maintain security procedures and controls to prevent unauthorized disclosure of classified information and controlled unclassified information (CUI) and to control distribution of CUI in accordance with DoD 5220.22-M (NISPOM), and SECNAV M-5510.36B. If the work is performed at the Government's facility, the Contractor shall comply with SECNAV Instruction 5510.36B Contractor shall not store or transmit Controlled Unclassified Information (CUI) on personal information technology systems or via personal e-mail. E-mail containing any DoD CUI shall be encrypted. Prior to sending CUI to any non-Navy Marine Corps Internet (NMCI) addressees, the sender must first positively verify all recipients are authorized access to CUI and have need-to-know. Non-NMCI recipients must have a DoD compliant Private Key Infrastructure certificate that enables electronic transmission via unclassified networks while protecting the CUI with a digital signature and encryption.
  - a. **PUBLIC RELEASE:** Any controlled unclassified information pertaining to this contract shall not be released for public dissemination, including posting to any social media sites such as Facebook or Twitter, unless it has been approved for public release by appropriate U.S. government authority. Proposed public releases shall be submitted for approval prior to release through Commander, Fleet Readiness Center Public Affairs Office, 47038 McLeod Road, BLDG 447, Patuxent River, MD 20670-1547.

(k) When a Contractor employee who has been granted a clearance is removed from the contract, the Contractor shall provide an appropriately trained substitute who has met or will meet the investigative requirements of this clause. The substitute may not begin work on the contract without written documentation, signed by the Contracting Officer, stating that the new Contractor employee has met one of the criteria set forth in paragraphs (c), (d), or (i) of this clause, (i.e., acceptance of a previously completed security investigation, satisfactory completion of a new investigation, or a waiver allowing work to begin pending completion of an investigation). Contractor individual employees removed from this contract because of a violation of local AIS security policy are removed for the duration of the contract.

(l) The following shall be completed for every employee of the Government Contractor working on this contract upon contract expiration. Additionally, the Contractor shall notify the contracting officer immediately in writing whenever a Contractor employee working on this contract resigns, is reassigned, is terminated or no longer requires admittance to the Federally controlled facility or access to Federally-controlled information systems. When the Contractor employee departs, the Contractor will relay departure information to the cognizant DLA Intelligence Personnel Security Office so appropriate databases can be updated. The Contractor will ensure each departed employee has completed the DLA J6 Out-Processing Checklist, when applicable, for the necessary security briefing, has returned any Government-furnished equipment, returned the DoD CAC and DLA (or equivalent) badge, returned any DoD or DLA vehicle decal, and requested deletion of local area network account with a prepared Department of Defense (DD) Form 2875. The Contractor will be responsible for any costs involved for failure to complete the out-processing, including recovery of Government property and investigation involved.

(m) These Contractor security requirements do not excuse the Contractor from meeting the delivery schedule/performance requirements set forth in the contract, or waive the delivery schedule/performance requirements in any way. The Contractor shall meet the required delivery schedule/performance requirements unless the contracting officer grants a waiver or extension.

(n) The Contractor shall not bill for personnel, who are not working on the contract while that Contractor employee's clearance investigation is pending.

## **7.2 General Requirements**

(a) Compatibility. The Contractor shall maintain the capability to prepare documents and software packages compatible with the Government IT environment through the security classification of Controlled Unclassified Information.

(b) Internet access. The Contractor shall maintain the ability to interface with and transfer data to and from requiring office software applications and their upgraded versions. The Contractor shall maintain state-of-the-art anti-virus software and ensure that all media are virus free when delivered. The Contractor shall be capable of Internet and LAN communications with the Commander Fleet Readiness Centers and its FRC's, NAVAIR Competencies, and other Department of the Navy/Marine Corps offices transfer capabilities, with the Commander Fleet Readiness Centers and its FRC's, NAVAIR functional areas, and other offices under the Department of the Navy during working hours whether at Contractor work site or on travel.

(c) SAAR-N. All contractor personnel requiring access to Government Information Technology (IT) systems shall have an approved System Authorization Access Request (SAAR-N) Form OPNAV 5239/14 (Rev Sep 2011) on file, and complete required Annual Information Awareness Training. New employees must submit their SAAR forms within thirty (30) days after their first day of work. SAAR-N forms shall be submitted to the COR, Government Technical Point of Contact (TPOC), or to the assigned government Trusted Associate Sponsorship System (TASS) Trusted Associate.

(d) Marking. All information generated by the Contractor shall be properly marked. Controlled Unclassified Information including For Official Use Only and Covered Defense Information (meeting the definition of 48 CFR 252.204-7012(a)) generated and/or provided under this task order shall be marked and safeguarded as specified in DoD Instruction 5200.48 Controlled Unclassified Information (CUI)) available at <https://www.esd.whs.mil/Portals/54/Documents/DD/issuances/dodi/520048p.PDF>. Technical information shall also be

marked with appropriate Distribution Statements and Export Control warnings in accordance with DoDD 5230.24 and program Security Classification Guidance.

(e) Distribution Statement D. (Administrative/Operational), date:. Other requests shall be referred to: Commander Fleet Readiness Centers, 47038 McLeod Road, Bldg. 447 Patuxent River, MD 20670-1626.

### **7.3 Bin Management in Classified Buildings**

For any building on any site that is determined a "secure classified space", or where any classified weapon systems are serviced, the Contractor shall utilize only approved MIS technology. Approval must come from the Navy Customer. In the case that there is no approved technology, the Contractor shall implement a material management solution to service the bins within the secure area that maintains the 99.5% BFR while not violating Navy policy for unapproved technology in these specific locations.

### **7.4 Applicable Documents**

The following documents form a part of this SOW to the extent cited herein. The Contractor shall comply with the below referenced documents unless otherwise specified within the body of this SOW. In the event of conflict between the documents referenced herein and the contents of this SOW, the order of precedence clause of this contract shall apply:

Department of Defense Specifications (and all revisions)  
DoD 5220.22-M, National Industrial Security Program Operating Manual, (NISPOM), 18 May 2016  
SECNAV M-5510.36B, Information Security Program, 12 Jul 2019  
DoDM 5400.07, Freedom of Information Act (FOIA) Program, 25 Jan 2017  
DoDI 5230.24, Distribution Statements on Technical Documents, Change 3, 15 Oct 2018  
DoDI 5200.48, Controlled Unclassified Information, 6 Mar 2020  
DoDD 1035.01, Telework Policy for Department of Defense, 9 Sep 2002  
SECNAV M-5510.30C, Personnel Security Program, 24 Jan 2020  
OPNAVINST 3440.17A, Navy Installation Emergency Management Program, 1 Aug 2014  
Department of Defense Standards (and all revisions)  
DoD Joint Travel Regulations (JTR), 1 October 2019  
Other Government Document (and all revisions)  
Industry Documents (and all revisions)

## **8.0 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 PEB Managers, KO, and COR. The COR is the primary government channel for information flowing from the PEB Managers, but the communication avenues may require contractor participation in the production planning process as requested by the PEB manager with COR approval. It is the responsibility of the Contractor to provide meaningful information to the Customer regarding support issues and propose remedies and estimated completion dates for each issue. This shall be an ongoing process until each issue is resolved to the Customer's satisfaction.

### **8.1 Program Management Review (PMR)**

The Customer and DLA will conduct PMRs with the Contractor. The PMR will be held at least two (2) times per contract year, but no more than (4) times per contract year. The objective of the PMR is the continuous improvement of the conduct, efficiency, and effectiveness of support provided under the contract through proactive efforts. The initial PMR will be held within sixty (60) days of after the effective date of the contract. Subsequent PMRs will be held one-hundred-twenty (120) days from the preceding PMR. The location, date, and time of each PMR will be mutually agreed upon by

DLA, the Customer, and the Contractor at least thirty (30) days prior to the PMR. PMRs are typically held in the vicinity of Jacksonville FL, North Island CA, and Cherry Point NC. The Contractor shall host the PMR. Anticipated costs shall be borne by the Contractor, shall be included in its pricing, and may not be recovered separately under any provision of the contract. At a minimum, Contractor attendees at the PMRs shall include the Program Manager, the COR, the hosting Site Manager and FRC PEB Manager or their designated representatives. Dial-in capability will be provided to the non-hosting FRC locations for their participation.

## **9.0 SURGE**

Surge will apply only to items designated for WWD support for which there is also a surge requirement. The surge requirement for the items will be incorporated upon activation of the item for WWD support and based on the surge requirement at time the item is activated for WWD support.

## **10.0 TRANSITION PLAN AND SITE ACTIVATION**

### **10.1 Transition Plan (if required)**

During the initial six-month transition period to ensure a smooth changeover from current contract to new contract, performance will be measured over the first six (6) months of the Gen IV contract based on the criteria below.

### **10.2 Scheduled Meetings**

Within thirty (30) days after date of contract award, at a time and place convenient to the Contractor and DLA, a meeting shall be convened to outline a Contract Implementation Plan and to develop an agenda for the formal Contract Implementation Plan meeting at the customer site(s). Following this preliminary implementation meeting, but no later than forty-five (45) days after date of contract award, a formal Contract Implementation Plan meeting shall be held at sites A1, B1, and C1 with participation by the Contractor, DLA, and the Customer, to develop the final Implementation Plan. Where there are multiple sites, subsequent Site Activation meeting will be held within every 15 days thereafter. All outstanding issues shall be resolved within sixty (60) days of the meeting, and the Final Implementation Plan(s) shall be formalized and incorporated into the contract by modification.

### **10.3 Site(s) Activation**

The Contractor shall accomplish all tasks required in the preparation (ramp up/transition) for assumption of supply chain management responsibilities at each designated customer site IAW the formal implementation plan. The Customer Site activation process will include, but not be limited to the following:

- Contractor overview briefing to customer;
- Contractor tour of customer facilities;
- Establish decision focal points;
- Defining and assignment of roles and responsibilities;
- Develop shop roll out schedule;
- Addition and removal of items to the contract;
- Development of the spot buy process and format for submission and approval of spot buy requests;
- 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;
- Development of IT systems required to support the program
- Develop Draft Implementation Plan.
- Provide staffing levels to support the site transition.
- Describe movement of Gen III contractor from the site and Gen IV contractor on 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 material in the pipeline, lead times, estimated outages, etc.
- Accomplish movement and accounting including reporting to the Government of all Navy FRC 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, Navy, 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 Navy FRCs.
- Appropriately mark all bins containing precious metals with an annotation as approved by each FRC.
- 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, completed identification and location of all BSLs bins under this contract through coordination with the incumbent and Navy, and designed a Quality Assurance 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 Navy 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, Navy, and DLA; set up a sign at each BSL identifying the emergency POC and number to call to report bin outages to PEB Manager.
- Provide lessons learned after each FRC rollout that can be utilized to improve the rollout of the next site and demonstrate access to Government systems such that will be needed to ensure parts are procured to the latest revision.

In accordance with FAR 52.237-03, CONTINUITY OF SERVICES, the Contractor shall support the transition to a successor, either Government or Contractor, upon contract expiration. The Transition CLIN only applies to the stand up of GEN IV contract.

#### **10.4 Phase-In**

Material management shall be conducted IAW the implementation plan. The phasing of activation of various sites/shops shall be as needed to cover all areas; however, the total accountability for the operational and material requirement for the program shall not exceed 180 days from contract effective date.

#### **10.5 Preparation and Staging (Sites: All)**

The requirements of this contract include preparation of the existing facilities and material and the establishment of material management process in the initial phase of implementation and IAW the implementation plan. This preparation shall include, but is not limited to:

- Conducting a physical inventory of existing stock covered by this contract.
- Establishing procedures for the transfer of bin management responsibility from the predecessor contractor to the contractor that will ensure the proper identification of parts.
- Cleaning, organizing, bar coding, and labeling designated material bin location and marking of the bins as required by the customer.
- Establish material distribution schedules and procedures to maintain a reliable flow of material to the bins.

#### **10.6 Hire Personnel and Form Material Management Structure for Logistics Support**

Upon award of the contract, the Contractor shall assess its need for resources and develop the foundation for the material management structure that will be necessary for the logistics support of the customer's site(s) and the WWD component of the contract. This preliminary assessment should be consistent with the material management element (Line Items) of the Contractor's proposal. At its discretion, the Contractor may commence obtaining the resources and the components of its material management component upon the award of the contract. The Contractor's preliminary assessment shall be

available to the KO and other DLA personnel at the preliminary implementation plan meeting between the Contractor and DLA within thirty (30) days after date of award and will be used to develop the final implementation plan(s) at the post-award meeting(s) at the Customer's site(s). Upon establishment of the final implementation plan(s), the Contractor shall plan for, establish, acquire, and install the necessary supplies, equipment, information technology (IT) systems, and the management and quality systems needed to manage the consumable supply chain IAW the contract and final implementation plan. The Contractor shall meet and correspond with DLA and/or Customer representatives to assess customer needs, on-hand inventories and associated required attrition, bin/storage area quantity levels, and the location and condition of bins and storage areas.

#### **10.7 Office and Storage Space**

On base office and storage space is not available at FRC-E (Cherry Point). Consequently, the Contractor will be required to obtain off-site office and storage space as well as vehicle(s) for transportation both on site to Cherry Point as well as for delivery of material to New River and Kinston. The off-site location and vehicles shall be appropriately furnished and staffed to accomplish the receipt of supplies, inventory control, quality control, handling, temporary storage, and ultimately the distribution of the parts IAW the requirements of the contract. On base office and storage space will be provided at FRC-SE (Jacksonville) and FRC-SW (North Island). See Appendix E File entitled GFFE.docx.

#### **10.8 Bins/Storage Units**

Unless otherwise provided by the contract, the Contractor shall use the bins or storage units currently in use at each site. Bins must adequately hold the AQ of material necessary to meet the customer's requirements. In the event the bin does not adequately hold the material, the Contractor shall coordinate with the COR to address the inadequate bin size. The Contractor shall provide recommendations to the Customer regarding the efficiency of space utilization and methods of distribution. The Customer will work with the Contractor to determine storage needs and location of bins or storage units. The Contractor, with the approval from the Customer, shall be responsible for purchasing required storage bins, racks, and shelves for the Customer. The Customer will determine the bin storage unit requirements and forward the requirement to the Contractor who will conduct a Spot-Buy IAW the spot buy provision of the contract. The Customer and the Contractor shall be responsible jointly for the general upkeep of the bin or other storage units in which the parts and industrial hardware covered by the contract are maintained. The Contractor shall ensure that the cabinets, material bins, or storage racks are maintained in an adequate size and number to sustain the required support and shall report inadequacies along with their recommendations for correction to the COR for action.

Thereafter, the Contractor is responsible to ensure that the bin for each item on the SOI is properly sized, inventoried, and properly labeled. Minimum (re-order point) and maximum (AQ) bin quantities should be identified on each bin as approved by the COR. A minimum of twenty-four (24) hours' notice shall be given to the Contractor by the Customer prior to any relocation, placement, or replacement of any bin or storage unit.

**[END OF PERFORMANCE WORK STATEMENT]**