

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE PAGE OF PAGES

2. AMENDMENT/MODIFICATION NUMBER	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQUISITION NUMBER	5. PROJECT NUMBER (If applicable)
6. ISSUED BY CODE	7. ADMINISTERED BY (If other than Item 6) CODE		

8. NAME AND ADDRESS OF CONTRACTOR (Number, street, county, State and ZIP Code)	<input checked="" type="checkbox"/>	9A. AMENDMENT OF SOLICITATION NUMBER
	<input type="checkbox"/>	9B. DATED (SEE ITEM 11)
	<input type="checkbox"/>	10A. MODIFICATION OF CONTRACT/ORDER NUMBER
	<input type="checkbox"/>	10B. DATED (SEE ITEM 13)
CODE	FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended. is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NUMBER AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NUMBER IN ITEM 10A.
<input type="checkbox"/>	
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
_____ (Signature of person authorized to sign)		_____ (Signature of Contracting Officer)	

Previous edition unusable

STANDARD FORM 30 (REV. 11/2016)

Prescribed by GSA FAR (48 CFR) 53.243

The following additional updates have been incorporated into this solicitation.

- 1) PWS Section 3.1 Bin Re-Configurations (Sites: A1-A5, B1-B4, B6 and C1-C4) has been updated to reflect the following:
“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.”
- 2) In reference to the table under RFP Section L.7.1, Scenario-Based Responses has been removed as a sub-factor. Details related to the Scenario-Based Questions have been provided at the bottom of the table within RFP Section L.7.1.
- 3) Under RFP Section L.7.4, The page limitation for Volume 3, Written Technical/Management Proposal has been updated to reflect 40.
- 4) Regarding RFP Section L.10. Volume 3, Factor II-Technical/Management, the reference to the Scenario Based Question Responses Subfactor has been removed from the first paragraph.
- 5) In reference to RFP Section L.10. Volume 3, Factor II-Technical/Management, the “Scenario-Based Questions” paragraph has been revised to reflect the following:
“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.”
- 6) In reference to RFP Section L.10.1 Volume 3, Factor II, Subfactor One: Supply Chain Management, the following verbiage has been added:
“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.”
- 7) In reference to RFP Section L.10.2 Volume 3, Factor II, Subfactor Two: Quality Assurance, the following verbiage has been added:

- “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.”
- 8) In reference to RFP Section L.10.3 Volume 3, Factor II, Subfactor Three: Transition Plan, the following verbiage has been added:
“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.”
- 9) In reference to RFP Section L.10.4 Volume 3, Factor II, Subfactor Four: AbilityOne, Small Business and Socioeconomic Program Participation, the following verbiage has been added:
“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.”
- 11) In reference to RFP Section M.1, Subfactor Five: Scenario-Based Responses has been removed.
- 12) In reference to RFP Section M.4.2 Factor II: Technical/Management, the technical/management factor has been revised to reflect four (4) sub-factors.
- 13) In reference to RFP Section M.4.2.1 Subfactor One: Supply Chain Management, the following requirement has been added:
“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.”
- 14) In reference to RFP Section M.4.2.2 Subfactor Two: Quality Assurance, the following requirement has been added:
“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.”
- 15) In reference to RFP Section M.4.2.3 Subfactor Three: Transition Plan, the following requirement has been added:
“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.”
- 16) In reference to RFP Section M.4.2.4 Subfactor Four: AbilityOne, Small Business and Socioeconomic Program Participation, the following requirement has been added:
“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.”
- 17) RFP Section M.4.2.5 “Subfactor Five: Scenario Based Question Responses.” has been removed.
- 18) RFP Section M.4.2.6 “Technical/Management Risk Rating.” has been re-numbered to reflect M.4.2.5.

Please see the below additional questions and answers associated with this solicitation.

- 1) In addition to the Section 6.2 Usage Reports (Sites: All; Monthly) and Section 6.15 Report to Feed Navy’s NDMS (Sites: A1, B1, C1; 5th and 20th of Each Month), please outline/explain the process for audit and traceability of all vendor sourced material placed in bins daily, deemed “first receipt” by the Government, and billed during an invoice period in the event that there is a discrepancy between the Contractor and the Customer’s quantities being invoiced.
[As referenced in PWS Section 6.1 “Daily Receipt Report”, 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. If there is a discrepancy determined by examination of kind, count or condition, this can be resolved through proper elevation by the Contractor, Government representative and the designated COR.

2) Is the Contractor required to submit a milestone payment plan with the proposed transition milestones?

In reference to RFP Section L.10.3.2, the contractor is not required to submit a milestone payment plan with the proposed transition milestones.

3) Pursuant to Addendum to 52.212-4 paragraph (m), in the event of a termination for cause for the supplies or services covered by the resultant contract, an assessment of damages for administrative costs shall apply for which the Government repurchases the terminated supplies or services together with any incidental or consequential damages incurred because of the termination. The incidental and consequential damages over and above the \$1,350 for administrative costs of the repurchase impose unbound liabilities against the Contractor. Given that the prescription in FAR 12.403(c)(2) is applicable and is understood to be a more customary practice, would the Government revise the language to the standard FAR 52.212-4, paragraph (m) Termination for Cause. If not, please provide the rationale for the revised language within the above referenced addendum.

No, the Government will not revise the language to the standard FAR 52.212-4. The expectation stated within paragraph (m) Termination for Cause is that the Contractor and the Government are to 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. The Government reserves the right to have this condition set forth in the RFP.

4) Draft RFP Question No. 4 requested that the Government please consider adding FAR 52.216-4 Economic Price Adjustment-Labor and Material or FAR 52.216-5 Price Redetermination-Prospective in the RFP, in which the Government formally answered that the Government does not intend to include EPA for labor. Would the government be willing to offer rationale for excluding said clauses?

Economic Price Adjustment (EPA) does apply to Commercially Sourced Material. As this is pursuant to Procurement Note C09 'Economic Price Adjustment-Department of Labor Index', FAR 52.216-4 'Economic Price Adjustment-Labor and Material' is not required and has not been added to the RFP. As depicted in RFP Attachment 8, the material management fee for the base period and all option periods are to be provided by contractor in their initial proposal; therefore, FAR 52.216-5 'Price Redetermination-Prospective' has not been added to the RFP.

5) In reference to the following Q&A from Amendment 002, posted 17 April 2023:

Q: "PWS Paragraph 5.0 states: "The Contractor shall have a T-1 or equivalent bandwidth capacity at all Contractor staffed sites to ensure timely processing of electronic data."

A: "Yes, bandwidth requirements are necessary. The contractor is required to provide its own internet service provider through the government furnished infrastructure."

Question: Can the Government please confirm if the current contractor has an existing "T-1" line that can be repurposed in the follow-on effort, by the follow-on contractor?

As the contractor is responsible for furnishing its own internet service provider, this "T-1" element should be addressed between the incumbent and the awardee of the GEN IV contract.

6) As a follow-on to the Amendment 3 question and answer #6, for Years 2 – 10 will the Government please provide additional clarification as to the mechanism by which Commercially Sourced material will be ordered within the CLIN structure. Currently the RFP CLIN 0001 (Year 1) is the only CLIN noted for Commercially Sourced Material. For each subsequent contract year does the Government intend to award commercially sourced material on a single CLIN for each year or a single CLIN per period (Base, Option 1, Option 2, Option 3) similar to Material Management?

RFP CLIN 0001 will remain as the only CLIN for Commercially Sourced Material. Economic Price Adjustment (EPA) will be invoked annually against CLIN 0001, and prices will be adjusted as appropriate. CLIN 0001 will be the only CLIN for Commercially Sourced Material for the 10-year contract duration.

7) As a follow-on to the Amendment 3 question and answer #6, per Section M.5.3.1.1, CLIN 0001 is to be priced using the estimated annual demand quantity identified in Attachment 1 for Year 1 and may not reflect the quantities actually realized during contract performance. If the realized annual demand quantities differ from the estimated annual demand quantity and result in the established CLIN Value being insufficient to cover demand costs, will the funding for Commercially Sourced Material be adjusted to account for such costs? If so, will the government please amend the RFP to define such or offer rationale for not changing?

As this solicitation will be awarded as a Fixed Price with Economic Price Adjustment (EPA) Indefinite Delivery Indefinite Quantity (IDIQ) contract, the Government is not required to compensate the contractor for a change in demand.

8) In accordance with FAR subpart 16.5, specifically 16.506 Solicitation provisions and contract clauses, please consider inclusion of FAR 52.216-18 Ordering and FAR 52.216-22 Indefinite Quantity.

As this IPV contract will not be structured for the issuance of delivery orders, FAR 52.216-18 'Ordering' is not being added to the RFP. Delivery orders will only be issued when (and if) Worldwide Demand (WWD) is activated for applicable items, and delivery orders will be issued for kitting items. FAR 52.216-22 'Indefinite Quantity' has not been added to the RFP. The rationale for this is that the demand for these contract items is always changing. FAR 52.216-22(b) references a "maximum" and a "minimum" order quantity, and a maximum and minimum order quantity do not apply to this contract.

9) As a follow-on to the Amendment 3 question and answer #1, it was noted that the following six (6) NSN's are NOT CSI:

5306	001562338	S
5306	011422132	F
5331	012344763	S
5306	001562336	S
5306	001562342	S
5306	006384633	F

When looking at the data contained in the PubLog file published 1-May-2023, "PubLog", it

notes that the above NSN's are CSI. However, review of the RFP file "Navy_IPV_RFP_Att_03-PID-PACK Text_1_23_23.txt" indicates that these NSNs are not CSI. Based on this information, if the PubLog file published 1-May-2023 is correct, please confirm that the PID data will be updated to reflect that these NSNS are in fact CSI.

To confirm, these items are not CSI and have not historically been coded as CSI. The current PID-PACK Text will remain posted as is.

10) In order to ensure suppliers bid the necessary quantity and are able to support the expected demand, could the government confirm the accuracy of the Unit of Issue (column D), Max Bin Level (column K) and EADs (columns L, M, and N) provided on Navy_IPV_RFP_Att_01-Market Basket_8-Supplemental Pricing Wksht_6-Kitting_Amdt_1 (Attachment 1)? The excel file included with this question, "Attachment to Navy IPV Gen IV Question No. 39_5-24-23" provides 27 NIINs where the quantities provided on Attachment 1 differ substantially from past DLA procurement history or the unit of issue does not match current item information in Publog.

In addition, could the government clarify units of issue and quantity differences between the proposal attachments. For example, on Attachment 1 NIIN 009187137 indicates the UI is EA with an EAD of 12719 but Attachment 2 indicates a CONTRACT UI of PG and a AEQ of 248. Is the quantity on Attachment 1 indicating a quantity of 12719 each and the quantity on attachment 2 indicating a quantity of 248 pg (packages?)

Contractors are to propose in accordance with the quantity and unit of issue (UI) indicated in the Market Basket. (Attachment 1)

11) Section L.12 of the RFP lists the requirements for Factor IV: Price Proposal which includes written narratives to accompany the pricing. In the formatting instructions in Section L.7.1, the RFP states that Factor IV: Price Proposal should be in PDF and Microsoft Excel but does not address Microsoft Word. For ease of evaluation, would the government be amenable to accepting Microsoft Word along with PDF to accommodate the supporting narratives that accompany the pricing?

No. Per Section L.7.1, the Government requires that Factor IV: Price Proposal be provided in PDF and Microsoft Excel formats.

12) In accordance with DFARS 227.7103-6 and given that DFARS 252.227-7014 is included in the RFP, will the Government consider replacing FAR 52.227.14 Rights in Data – General (MAY 2014) with DFARS 252.227-7013 Rights in Technical Data - Other Than Commercial Products and Commercial Services?

No. FAR 52.227.14 will remain in the solicitation.