Table of Contents

		Page
Continuation of Blocks from the Standard Form 1449		7
Block 8, Offer Due Date/Local Time		7
Block 9, Issued By		7
Block 17a, Contractor/Offeror		8
Block 17b, Remittance Address		8
Block 19-22, Item No., Schedule of Supplies/Services, Quantity, Unit		8
Caution Notices		
Contractor Code of Business Ethics		18
Statement of Work		19
Requirements for Status of Forces Agreements (SOFA)		59
Instructions to Offerors		
52.212-1	Instructions to Offerors— Commercial Products and Commercial Services	62
Addendum to 52.212-1		63
Evaluation of Offers		
52.212-2	Evaluation—Commercial Products and Commercial Services	80
Addendum to 52.212-2		82
Solicitation Clauses and Provisions Incorporated by Reference		90
52.212-4	Contract Terms and Conditions—Commercial Products and Commercial Services (by reference, see SF 1449, Block 27a)	90
Additional Solicitation Clauses and Provisions Incorporated in Full Text		94
52.216-1	Type of Contract	101
52.216-18	Ordering	101
52.216-19	Order Limitations	101
52.217-9	Option to Extend the Term of the Contract	103
252.204-7025	Notice of Cybersecurity Maturity Model Certification Level Requirements	109
5452.233-9001	Disputes: Agreement to Use Alternative Dispute Resolution (ADR)	125
Procurement Notes		138
L06	Agency Protests	

Continuation of Blocks from SF 1449

1. Block 8
   Offer Due Date/Local Time: July 6, 2026, at 3:00 PM EST

2. Block 9

   - The DLA Internet Bid Board System (DIBBS)* electronic upload is the preferred method of proposal submission.

**DIBBS is a web-based application that provides the capability to search for, view, and submit secure quotes for Defense Logistics Agency (DLA) items of supply.*

- **Navigate to:** https://www.dibbs.bsm.dla.mil// and select Registered User Log In.

Once logged in, you will be able to submit an offer in response to Solicitation Number SPE8E326R0001 found on the RFP search screen by selecting the "**Offer**" icon. The button will only be selectable for vendors who are logged onto DIBBS. If not logged in yet, DIBBS will take you to the log in screen.

You may use this screen to upload a completed offer and all associated documents. The offer must be signed and completed in its entirety in accordance with the solicitation requirements. Do not select submit until all associated documents are added. No data will be saved unless the offer is submitted. Once submitted, documents may be added, but not removed.

After upload of your proposals and submission of your offer, you will be able to print a receipt with the Date and Time Stamp of when the offer was submitted. *This is strongly encouraged.*

- **Email offers are also authorized for the receipt of initial proposals. Please ensure to request a "read receipt" or "delivery receipt"**
  Address and Submit **"email"** offers to**:**
  Linnette De La Cruz
  Email: Linnette.delacruz@dla.mil
  Procuring Contracting Officer, FCBA
  and
  Michelle Stubbs
  Email: Michelle.stubbs@dla.mil
  Contracting Officer, FCBA
  Construction & Equipment Directorate
  DLA Troop Support
  Solicitation Number: SPE8E326R0001
  Opening/Closing Date and Time: **April 23, 2026/July 6, 2026, 3:00 PM EST**

Notes:

- **Mailed offers, hand-carried offers and facsimile offers are NOT authorized for receipt of initial proposals. However, in the event of solicitation, amendments, clarifications and/or negotiations, revisions to the initial proposal may be authorized via mailed offers, hand-carried offers, facsimile, and/or email responses at the Contracting Officer's discretion.**

- **If the offeror is unable to timely upload its proposal in DIBBS or timely email its submission for any reason, this will not constitute an acceptable excuse to submit a late offer.**

3. Block 17a
   › Offeror's assigned Unique Entity Identifier Number**:** _____

Note: (If you do not have a Unique Entity Identifier number, contact the individual identified in Block 7a of the SF 1449 or see 52.212-1, Instructions to Offerors— Commercial Products and Commercial Services (paragraph j) for information on establishing a unique entity identifier.)

› Offeror's assigned Contractor and Government Entity (CAGE) Code:_____

4. Block 17b
   Remittance Address**:** (if different from Contractor/Offeror address in block 17a of the SF 1449.)

   _____
   _____
   _____

5. Continuation of Blocks 19-22: Schedule of Supplies

   A. DLA Troop support intends to award **multiple** Indefinite Delivery/Indefinite Quantity (IDIQ) Maintenance Repair and Operations (MRO) Tailored Logistics Support (TLS) Contracts under this single solicitation. This acquisition aims to expand the current MRO TLS program's supply, material-related incidental service, and logistics capabilities to supplement and enhance support for the existing MRO TLS program worldwide. **All delivery orders above the micro-purchase threshold will be competed amongst the contract holders**.

   B. **Product Support**: Each awardee will be responsible for supplying, to authorized customers under the resulting contracts, various types of MRO products/services. Products and product-related incidental services to be ordered under this contract are to be submitted in accordance with the section titled "Statement of Work (SOW)" of this Solicitation. In general, the scope includes MRO products, equipment and related supplies and incidental services, including but not limited to: Heating, ventilation, and air conditioning (HVAC) supplies; plumbing supplies (including bath and shower items and ablution units); electrical products (including generators, wire/cable, connectors, sockets, outlets, lights, etc.); tools of various kinds; chemical, lubricating, and rubber products and products including the same; construction supplies (including, but not limited to, cement, lumber, plywood, bricks, blocks, steel, aluminum, metal products, and conduits); pre-fabricated structures to include re-locatable buildings (RLBs); perimeter security items, such as barriers, barbed wire, concertina wire, and sand bags; communication devices, such as walkie-talkies and two-way radios, used by the maintenance personnel; appliances (excluding food service equipment); janitorial and sanitation products; facilities maintenance-related heavy equipment; aviation and shipyard maintenance-related products (such as maintenance stands); surveillance equipment for use at the facility grounds; environmental testing equipment; weather testing equipment; personal protective equipment for both facility maintenance personnel and workers performing repairs or inspections at the installation; and various other commercial supplies required by the warfighters to accomplish their mission as it relates to facilities maintenance or sustainment. All items are commercial products or modified commercial products. All items are to conform to the manufacturer's commercial specifications.

   C. **Incidental Service**: The contractor may be asked to perform incidental commercial services under the contract. Incidental services are standard commercial services that may be performed in connection with supplying items under the scope of the contract. Such services engage the time and effort of the contractor to perform an identifiable task incidental to its furnishing of an end item of supply. Performing such incidental services does not change the primary purpose of the contract from a supply

to a service contract. What constitutes an incidental service is fact specific and will be a function of factors such as the type of service, amount charged for the service, amount charged for the supplies, existence of a close relationship between the service and the item supplied, and the time required to perform the service. Any requirement that involves incidental services is subject to the construction wage rate requirements clauses, statutes, executive orders, and regulations set forth in FAR Subpart 22.4, unless the contractor is otherwise directed by the Contracting Officer.

D. **Pricing**:

i. Offerors will provide firm-fixed ceiling prices for the Price Evaluation List (PEL) and pricing for one incidental service scenario. Ceiling prices are inclusive of the material price, including freight/transportation costs; consolidating, shipping and handling costs; sea, air and/or ground transportation costs; all export and import customs costs; the TLS Contractor fee; and any other applicable taxes and fees; less the value of any rebates, discounts (including prompt payment discounts), payments, fees, and/or remittances of any kind received by the TLS Contractor in regarding to the material being purchased. The offeror must provide ceiling prices on a minimum of 90% (90 items) of the 100 items on the PEL. Offered ceiling prices for the PEL must be on a Freight on Board (F.O.B.) Destination basis. Offerors may offer alternate items; however, the offeror must provide a complete technical data package for both the alternate item being offered as well as the exact item on the PEL for purposes of comparison, to demonstrate their equivalence in form, fit, and function. "Form, fit, and function" means describing the required overall physical, functional, and performance characteristics (along with the qualification requirements, if applicable) of an item, component, or process to the extent necessary to permit identification of physically and functionally interchangeable items. A complete technical data package shall include product name, model or part number, drawings, product specifications, manufacturer information, description of the product's physical properties (sizes and dimensions, weight, color, material components), functional data, product capacity, durability, certifications and safety standards. If the item is determined equal in form, fit, and function to the item on the PEL, it will be accepted and counted toward the minimum 90% requirement. Determinations as to whether or not alternate items offered will be technically acceptable will be made at the sole discretion of the Government. Alternate items determined unacceptable will not count towards the 90% minimum of PEL items required to be priced and will not be included in the calculation of the evaluated price. Offerors are cautioned that if an item submitted as an alternate is not found to be acceptable by the Government and the pricing proposal does not include pricing for at least 90% (90 items) of the 100 items listed on the Price Evaluation List or acceptable alternates, then its offer may be considered unacceptable, and ineligible for award.

Offerors **must** provide a price for the incidental service scenario. The scenario price for the Incidental Service will be used for evaluation purposes and may be used as a benchmark during the post-award competition of delivery orders when the service is requested.

Note: Offerors are encouraged to quote less than their ceiling price when competing for delivery orders.

Note: Offerors are cautioned that, for orders below the Simplified Acquisition Threshold, (SAT), the Government intends to make awarded PEL items and acceptable alternates available through an eMarketplace (such as FedMall) to customers for automated ordering. Additional items below the SAT may be added to the eMarketplace as part of the competitive RFQ process. Awarded prices for the non-PEL items valued below the SAT which are added to the eMarketplace after issuance of delivery orders will be considered ceiling prices.

a. Prices offered to the Government shall not exceed the commercial selling prices and F.O.B. Destination shipping rates at which the offeror's commercial supplier(s) and/or subcontractor(s) routinely offer the same quantity of their products for sale to the general public in the ordinary course and conduct of their businesses.

ii. It is anticipated that each offeror shall be as aggressive as possible in pursuing all discounts and rebates. All discounts and rebates (whether received prior to or after issuance of the delivery order) must be passed on to DLA Troop Support. Offerors shall guarantee that DLA Troop Support and its customers will receive discounts and rebates equal to or better than the offerors most favored commercial customers with similar sales. All prices are subject to verification.

iii. **Base Period and Option Period Prices**: Prices offered for exact items or Acceptable Alternate items on the Price Evaluation List will be used for evaluation purposes, and if determined fair and reasonable, they will be awarded as firm-fixed ceiling (F.O.B Destination) prices for delivery locations worldwide. The firm-fixed prices will constitute a Not-to-exceed CEILING PRICE for the BASE PERIOD (2-year term) and each OPTION TERM (four (4) two-year terms) for delivery destinations worldwide on any resultant contract for the MRO Tailored Logistics Support Program.

*Prices offered for the items on the Price Evaluation List and prices offered for Acceptable Alternate items will be awarded as firm-fixed ceiling prices for the base period and for each of the two-year option periods.

E. **Term**: The contracts resulting from this solicitation will be Indefinite Delivery, Indefinite Quantity (IDIQ) Contracts with a base ordering period of two (2) years and four (4) two-year option periods for a maximum term of ten (10) years. Each contract awarded will contain a clause for exercise of unilateral option(s) by the Contracting Officer to extend the term of the contract. The base period includes a 60-day implementation period, if needed, after award.

F. **Estimated Demand**: The estimated annual sales set forth in the solicitation are GOOD FAITH ESTIMATES ONLY based on the best data available do the Contracting Officer at the time of issuance of this solicitation, and do not constitute a guarantee that this volume or value will actually be ordered under any resultant contract. Offerors must consider any business risks associated with the estimates and account for them within the breadth of their proposals.

Total Estimated Value (10 Years): $5,214,000,000.00
Estimated Value Base Period (2 Years): $1,042,800,000.00
Estimated Value Option Year 1 (2 Year): $1,042,800,000.00
Estimated Value Option Year 2 (2 Year): $1,042,800,000.00
Estimated Value Option Year 3 (2 Year): $1,042,800,000.00
Estimated Value Option Year 4 (2 Year): $1,042,800,000.00

NOTE: The Contracting Officer estimates, based on an analysis of historical data for the whole MRO TLS program, which includes twenty-four (24) contracts, that the annual (combined) estimated demand value was $521,400,000.00. THIS INFORMATION IS BEING PROVIDED FOR INFORMATIONAL PURPOSES ONLY AND IS IN NO WAY A GUARANTEE THAT THIS VALUE WILL BE ORDERED UNDER THE CONTRACTS RESULTING FROM THIS SOLICITATION.

G. **Contract Minimum/Maximum**: For each awardee under a contract awarded under this solicitation, the Government guarantees that it will order a quantity of supplies having a minimum dollar value of $100,000.00 during the base period. The aggregate value of the delivery orders issued during the

contract performance for each awardee will be applied against the guaranteed minimum dollar value for its respective contract. At the time when the aggregate value of delivery orders equals or exceeds the guaranteed minimum for the contract, the guaranteed minimum will have been met and the Government's obligations with regard to the guarantee will have been satisfied. There is no guaranteed minimum for the option periods.

The maximum dollar value that can be obligated for all contracts awarded under this solicitation is $10,428,000,000.00, meaning that the cumulative obligations of all orders placed against the contract(s) resulting from this solicitation cannot exceed $10,428,000,000.00. The maximum of $10,428,000,000.00 represents the maximum for the acquisition; the sum of all orders against all contracts shall not exceed $10,428,000,000.00.

Note: The Maximum Contract Value is $10,428,000,000.00. The maximum dollar value of $10,428,000,000.00 accounts for potential surge and contingency requirements; however, $5,214,000,000.00 remains the estimated dollar value for the acquisition.

H. **Delivery**: see Statement of Work Section 7 "Distribution/Delivery".

I. **Proposals MUST BE** prepared and submitted in three (3) volumes in accordance with the "SPECIAL INSTRUCTIONS FOR THE SUBMISSION OF PROPOSAL INFORMATION" Section of the Addendum to FAR 52.212-1. Offerors must submit the following items for their proposal to be considered:

1. **Non-Price Proposal- Volume I**
2. **Price Proposal- Volume II**
3. **Other Documents- Volume III** which must include the following documents:
   a. **Signed copies of the SF 1449**.
   b. **Signed copies of any Amendment(s)**.
   c. **Small business subcontracting plan, if applicable**.
   d. **A statement indicating compliance with the requirements in the Statement of Work and all terms, conditions, and provisions in the solicitation**.
   e. **Completed fill-ins clauses and certifications required by the Solicitation.**
   f. **Proof of JCCS registration and company's JCCS account identification number**.

NOTE: Mailed Offers, Hand-Carried Offers and Facsimile Offers are not acceptable forms of transmission for submission of initial proposals. As directed by the Contracting Officer, mail, facsimile, and email may be used during discussions/negotiations, if held, and for proposal revision(s) including Final Proposal Revision(s). Please refer to Page 7 of this document for the acceptable proposal submission methods.

The Government reserves the right to cancel this solicitation at any point or time as deemed necessary by the Contracting Officer. If this should occur, the Government will not be liable for an offeror's solicitation preparation costs, or any other such related costs incurred.

SOLICITATION RESPONSE SHEET FOR "NO OFFER"

Solicitation No.: SPE8E326R0001

Offer Due Date/Time: July 6, 2026, at 3:00 PM EST

No Offer Submitted for Reason(s) Checked:

[ ] Cannot comply with specification

[ ] Cannot meet delivery requirement

[ ] No open production capacity at plant

[ ] Do not regularly manufacture or sell the type of items involved

[ ] Other (specify):

[ ] We do

[ ] We do not desire to be retained on the mailing list for future procurements for the type of item(s) involved.

Name/Address of firm (include ZIP Code):

Type or print Name/Title of signer:_____

Signature:_____

Caution Notice

Although the specific details of the following information are included within, the following list of items is intended to summarize key aspects of this solicitation and resulting contract. Please take notice and comply.

Proposals are being solicited to enhance, expand, and supplement DLA Troop Support's Maintenance, Repair and Operations (MRO) Tailored Logistics Support (TLS) Program and provide a more adaptive and resilient supply and logistics support for the Department of Defense (DoD), military installations, other Federal Agencies and Departments, and other authorized customers worldwide.

1. The term Contractor used throughout this solicitation is synonymous with terms "TLS Contractor", "awardee", "offeror" or "vendor".

2. For the purposes of this solicitation and the resultant contract(s), the term "day" means a calendar day unless otherwise specified.

3. Under the MRO TLS program, there are estimated annual sales of $521,400,000.00 to support approximately 892 individual DoDAACs/customers. The Department of Defense Activity Address Code (DoDAAC) is a six-position code that uniquely identifies a Department of Defense unit, activity, or organization. The MRO TLS program currently supports 140 countries worldwide. NOTE: The Contracting Officer estimates, based on an analysis of historical data for the current MRO TLS contracts, that the annual

estimated number of delivery orders will be 38,347 and the estimated number of geographical delivery locations will be 602. THIS INFORMATION IS A GOOD FAITH ESTIMATE ONLY AND IS IN NO WAY A GUARANTEE THAT THESE FIGURES REPRESENT WHAT WILL BE REQUIRED UNDER ANY CONTRACT(S) RESULTING FROM THIS SOLICITATION. *By submitting a proposal, the Contractor acknowledges that due to the global dynamics and continuum of conflict, surge and sustainment delivery requirements may arise at any time during the period of performance.*

4. DLA Troop Support is a Major Subordinate Command (MSC) of the Defense Logistics Agency and is a combat support activity whose objective is to continue and expand its use of unique and innovative approaches for providing focused logistics support for its military and federal customers, as well as other authorized customers, for Maintenance, Repair and Operations requirements. The "maintenance, repair, and operations" or "MRO" requirements are also referred to as "facility sustainment", "restoration", "modernization (SRM)" or "public works" program projects. Proposals are being solicited for tailored logistics packages that, to the maximum extent practicable, will employ the techniques, advantages and economies of commercial business practices to reduce the total logistics cost to DLA Troop Support and its customers, and to provide rapid response, direct vendor delivery, advanced distribution, material management, total asset/in-transit visibility, and information fusion, in response to, and to the satisfaction of, DLA Troop Support customers' demands, including surge requirements. Therefore, to the maximum extent practicable, the contract(s) resulting from this solicitation shall integrate the business practices of the commercial industry and military supply distribution systems.

5. The Government intends to make multiple awards, with each awarded contract to provide all items and incidental services designated. However, the Government reserves the right to make a single award if it is in the best interest of the Government. Contractors must be able to provide MRO products, equipment, supplies, as well as associated logistics and distribution solutions, to all authorized customers worldwide in support of their missions related to maintenance, repairs and operations of a facility, installation, base, camp, post, station, yard, center, or other activity that is managed or authorized for procurement by DLA. Customers will be Military Services / Department of Defense (DOD), other Federal Agencies and Departments, state and local governments, and other authorized customers of DLA Troop Support. It is anticipated that this initiative may expand to various other military and Government installations worldwide that are not current customers under the MRO TLS program. Any such expansion of the customer base may result in a significant increase or decrease in the Government's contract estimated dollar value, but the maximum contract dollar value will not be changed if and when new authorized customers are added.

6. The Government is seeking proposals that, to the maximum extent practicable, will employ the techniques, advantages, and economies of existing contractor commercial business practices to reduce the total logistics cost to DLA Troop Support and its customers. TLS Contractors shall provide rapid response, direct vendor delivery, advanced distribution, total asset/in-transit visibility, and information fusion. Therefore, to the maximum extent practicable, any contract(s) resulting from this solicitation will integrate the business practices of the commercial and military supply distribution systems. MRO products, equipment and supplies requirements, as well as logistics and distribution support will be provided by contractors at a Firm-Fixed Price utilizing multiple award, Indefinite Delivery, Indefinite Quantity (IDIQ), supply contracts with post-award competition of delivery orders.

7. This solicitation is being solicited on an unrestricted basis with up to two awards reserved for small businesses in accordance with Class Deviation 2026-O0037 – Revolutionary Federal Acquisition Regulation (FAR) Overhaul Part 19, Defense FAR Supplement (DFARS) Part 219, FAR 19.112. This means that the Government intends to make at least two awards to small business concerns. The status of a concern as a "small business concern," a "small disadvantaged business concern," a "woman-owned small business concern," a "service-disabled veteran-owned small business concern," a "veteran-owned small business

concern," or a "HUBZone small business concern" is subject to review and verification by the Small Business Administration (SBA). Proposals will be evaluated utilizing Best Value Tradeoff source selection process in accordance with Class Deviation 2026-O0048 – Revolutionary FAR Overhaul Part 15, DFARS Part 215, FAR 15.103-1. For purposes of this solicitation, the non-price evaluation factors (Technical Merit and Past Performance—Confidence Assessment) are considered to be significantly more important than price. By weighting the non-price evaluation factors more than price, the Government anticipates that awards will be made to highly qualified, experienced contractors who are capable and committed to meeting the needs of the customers by providing a wide variety of commercial Maintenance, Repair and Operations items utilizing commercial distribution business practices and providing the customer with quality material, timely delivery, technical expertise, and customer support. Fair and reasonable prices are expected as this is a competitive solicitation. As the non-price ratings of offers become more equivalent, price will become more important. The non-price and price evaluation factors are contained in the Addendum to FAR 52.212-1. Proposals will be evaluated in accordance with the Addendum to FAR 52.212-2. At least two awards are reserved for responsible small business concerns that offer the best value to the Government amongst all offers from small business concerns. If only one (1) or two (2) offers is/are received from a small business concern(s), an award will be considered for the small business concern(s) so long as the concern(s) is/are determined responsible and otherwise meets the terms of the Solicitation. If no offers are received from small business concerns, only awards from other than small business will be considered, and the "reserve" will be dissolved.

8. Offerors shall prepare and submit their proposals in accordance with clause FAR 52.212-1 Instructions to Offerors – Commercial Products and Commercial Services (SEP 2023) (DEVIATION 2026-O0038) (FEB 2026) in the solicitation. Proposals **MUST BE** prepared and submitted in three (3) volumes in accordance with "SPECIAL INSTRUCTIONS FOR THE SUBMISSION OF PROPOSAL INFORMATION" Section of Addendum to FAR 52.212-1. Volume I shall consist of the Non-price proposal, ***which must be devoid of all reference to cost or price***. Volume II shall consist of the Price Proposal. Volume III shall consist of the offeror's signed copy of the SF 1449 and Amendments, along with proof of JCCS registration and company's JCCS account identification number, Small Business Subcontracting Plan (if required), a statement of compliance with the requirements in the Statement of Work and all terms, conditions, and provisions in the solicitation and the offeror's completed fill-ins clauses and offeror certifications required by the Solicitation. Offerors shall ensure all applicable clauses and certifications are completed in full.

   NOTE: Mailed offers, hand-carried offers and facsimile offers are NOT authorized for receipt of initial proposals. However, in the event of solicitation amendments, clarifications and/or negotiations, revisions to the initial proposal may be authorized via mailed offers, hand-carried offers, facsimile, and/or email responses at the Contracting Officer's discretion.

   The Government reserves the right to cancel this solicitation at any point or time as deemed necessary by the Contracting Officer. If this should occur, the Government will not be liable for an offeror's solicitation preparation costs, or any other such related costs incurred.

9. The items listed in the Price Evaluation List (PEL) represent estimates based on historical usage data. **Further, this list represents items ordered by current customers of the MRO TLS program. Current and future customers may require additional items not identified on the list, but within the scope of Section 5 "Product Support" as listed on page 21 of this solicitation. The PEL is a representative sample of the types of items currently supported under the MRO TLS Program and is not a finite list of all items that will be supported under a contract awarded in response to this solicitation.**

10. Proposals are invited only on the basis of F.O.B. Destination in accordance with FAR 47.303-6. Offers submitted on basis other than F.O.B. Destination will not be considered for award.

11. The resulting contracts will be Indefinite Delivery/Indefinite Quantity contracts with a base ordering period of two (2) years with four (4) two-year options. The resultant contracts will include an implementation or ramp-up period of 60 days, if needed, during the base ordering period.

12. The resultant contracts will contain a provision for the exercise of unilateral options on the part of the Government. Options will be exercised unilaterally, unless otherwise directed by the Contracting Officer. The exercise of options by the Contracting Officer is addressed in the clause at FAR 52.217-9 entitled "Option to Extend the Term of the Contract." **Acceptance of this clause is mandatory.** Therefore, submission of a proposal/offer shall be considered the offeror's acceptance of the option provision.

13. Offerors are advised that the Preference for Certain Domestic Commodities/ Berry Amendment, Trade Agreements Act, and Buy American Act Restrictions apply to the resulting contracts, depending on the items requested by the ordering activities. Additionally, there are other procurement restrictions set forth in the regulations that may apply to specific products. *Offerors are advised that the requirements of the Trade Agreements Act generally apply to all items and delivery orders under the MRO contracts.* Contractors must be aware of which provision applies at the time that they submit their offer and quotations and must comply with those provisions throughout the period of contract performance. Any deviations from the applicable sourcing restrictions without prior written approval from the Contracting Officer will be considered a material defect, material non-conformance, and breach of contract for which the Government may exercise any and all available remedies, including those set forth at FAR 52.212-4(b) **(DEVIATION 2026-O0038) (FEB 2026)**, at the sole discretion of the Contracting Officer. Any such deviations may be expected to result in the assertion of a Government demand and claim for repayment from the awardee in the amount deemed necessary by the Contracting Officer to fully compensate the Government.

14. To be eligible for award under this solicitation, the offeror must be registered in the Joint Contingency Contracting System (JCCS), approved, and eligible for installation access prior to award, and remain eligible for installation access for the life of the contract. Offerors are required to register for installation access in the Joint Contingency Contracting System (JCCS) and are responsible for keeping the information in the system updated at all times. Additionally, the Government reserves the right to require that all subcontractors (at any tier) be registered in JCCS and eligible for installation access in order for the offeror to be eligible for award. Offerors, TLS contractors and subcontractors at any tier may verify their registration at:

    - https://www.jccs.gov/jccscoe

    Select the "Vendors Login" module and log in with your username and password.

    Offerors must register on JCCS and submit proof of registration, including the company's JCCS account identification number as part of the proposal Volume III. Failure to register on JCCS and provide the company's JCCS account identification number, may result in the exclusion of an offeror's proposal from consideration as technically unacceptable and removed from further consideration and award.

    As part of the Contracting Officer's determination of responsibility for any offeror determined to be in line for award under this solicitation, the Government will consider whether the offeror is registered in the Joint Contingency Contracting System (JCCS) **AND** has been approved as eligible for installation access. **Failure to be registered in JCCS AND eligible for installation access may render the offeror non-responsible and ineligible for award.** In addition, the Government reserves the right to require all subcontractors (at any tier) to be registered, approved, and eligible for installation access prior to award and remain eligible for installation access for the life of the contract.

See Section 32 "Mandatory Eligibility for Installation Access" of the Statement of Work for more information regarding this requirement.

15. A Surge and Sustainment Plan/Capability Assessment Plan is **not** required for this acquisition. There are no surge requirements for any items included in the PEL at the time of this solicitation. Therefore, although Surge and Sustainment Plan clauses are contained in this solicitation, offerors are not required to submit a Surge and Sustainment Plan at this time. In the event that a surge item is added to the PEL during the pre-award stage, at the time of award and/or post award stage, the offeror and/or awardee may be required to submit a Surge and Sustainment Plan/Capability Assessment Plan, which will be provided at no additional cost to the Government.

16. Subcontracting Plans are required for other than small businesses in accordance with FAR 52.219-9, "Small Business Subcontracting Plan, and Alternate II (JAN 2025) (15 U.S.C. 637 (d)(4)) (DEVIATION 2026-O0038) (FEB 2026), located on Page 89 of this solicitation. **Plans must be submitted with the initial proposal**. Large businesses must submit a Small Business Subcontracting Plan as required with input into eSRS.

    A. In the event that an annual company or division-wide subcontracting plan is submitted in response to this solicitation under the offeror's Volume III Proposal, offerors are reminded that the plan should be current, approved and cover the company's fiscal year. A new plan should be submitted to the Procuring Contracting Officer (PCO) at least 60 days before the existing plan expires.

    B. Subcontracting plans approved by other Government agencies should be company or division-wide in order to be applicable. All plans approved by another Government agency must be accompanied by the letter of approval issued by that agency.

    C. A commercial plan (as defined in Class Deviation 2026-O0048 – Revolutionary FAR Overhaul Part 15, DFARS Part 215, FAR 19.206-1(c)) is the preferred type of subcontracting plan for contractors furnishing commercial items.

17. **After award, requests for supplies will be competed among awardees**, except that the Government reserves the right to direct orders to a particular source under urgent circumstances, or to provide economy and efficiency as a logical follow-on to an order already issued in accordance with Class Deviation 2026-O0045 – Revolutionary FAR Overhaul Part 16, DFARS Part 216, FAR 16.507-6(b)(3), or to satisfy a guaranteed minimum. Award decisions may be made either by line item or in their entirety, as specified in each RFQ. In accordance with Class Deviation 2026-O0045 – Revolutionary FAR Overhaul Part 16, DFARS Part 216, FAR 16.507-2 (b), the following individual has been designated the delivery order ombudsman:

    Mr. Maciek Okulicz-Kozaryn
    DLA Troop Support
    700 Robbins Avenue, Bldg. 6-D-026
    Philadelphia, PA 19111
    Email: maciej.okulicz-kozaryn@dla.mil

18. Invoicing and Payment:

    A. For purposes of receiving payment for material shipments (orders), the accepted electronic form for submission of payment requests and receiving reports is iRAPT in the Wide Area WorkFlow (WAWF) eBusiness Suite. Reference DFARS 252.232-7003 Electronic Submission of Payment Requests and

Receiving Reports. TLS Contractors shall submit payment requests and receiving reports using iRAPT, in one of the following electronic formats that iRAPT accepts: Electronic Data Interchange, Secure File Transfer Protocol, or World Wide Web input. The Wide Area Workflow eBusiness Suite and iRAPT are available on the Internet at https://piee.eb.mil. Guidance and assistance are available from the DLA TROOP SUPPORT WAWF team personnel via email inquiry - DLATroopSupportwawfteam@dla.mil. **Note:** After shipment, submission of payment requests and receiving reports can be submitted via an 810 Invoice should WAWF not be available. Unless otherwise directed during contract performance, invoicing for the MRO TLS Program will be at the line-item level. There should be a corresponding invoice line for each line on the 850/855 once the line has been shipped. Therefore, it is critical to maintain the same line-item number between the 850/855 and the 810. For example, if the item was listed as line-item number 1 on the 850/855 Purchase Order Transaction, it must be listed as line-item number 1 on the 810 Invoice. The government's processing system, known as DLA Enterprise Business System (EBS), will be matching price and quantity per line item, along with the customer's Material Receipt Acknowledgement (MRA) to make payment.

B. Fast Pay and Prompt Pay: In accordance with Class Deviation 2026-O0022 – Revolutionary FAR Overhaul Part 32, DFARS Part 232, FAR 32.12, Fast Payment procedures shall be utilized for delivery orders valued up to the Simplified Acquisition Threshold (SAT) issued under any resultant contract. A quarterly audit will be conducted to verify compliance with Fast Payment procedures. DLA Troop Support anticipates using carrier data provided in the 856 Advance Shipping Notice EDI transaction set and/or Proof of Deliveries (PODs) provided by the contractor. Prompt Pay will be utilized in accordance with Class Deviation 2026-O0022 – Revolutionary FAR Overhaul Part 32, DFARS Part 232, FAR Subpart 32.9 for all other orders. DLA Troop Support anticipates using carrier data provided in the 856 Advance Shipping Notice EDI Transaction set and/or PODs provided by the contractor to facilitate prompt payment.

Note: Electronic Data Interchange (EDI) requirements are listed in the Statement of Work. – see "Equipment and EDI Requirements". The 'ANSI X12 transaction sets requirement listed in the Statement of Work under Section 12 "Information Technology (IT)/Order Receipt Processing" should be given particular attention.

19. **Provisions, Clauses and Procurement Notes**:

The following websites are provided to suppliers to obtain the full text of the FAR, DFARS, and DLAD provisions, clauses, and Procurement Notes listed below:

https://www.acquisition.gov/far-overhaul
https://www.acquisition.gov/far-overhaul/far-part-deviation-guide
https://www.acquisition.gov/dfars
http://www.dla.mil/hq/acquisition/offers/DLAD.aspx
http://www.dla.mil/HQ/Acquisition/Offers/eProcurement.aspx

All provisions, clauses, and procurement notes are incorporated herein by reference with the same force and effect as if set forth in full text and made a part of the solicitation/contract as applicable. Offerors are reminded that all provisions incorporated herein by reference remain binding in their entirety. Any penalties for misrepresentation contained in the reference clauses and provisions apply.

20. **FAR 52.211-14** Notice of Priority Rating for National Defense, Emergency Preparedness, and Energy Program Use (Apr 2008) and **FAR 52.211-15** Defense Priority and Allocation Requirements (Apr 2008) are

included in the solicitation and any resultant contracts. Though the basic contract is not rated, individual delivery orders may be rated.

21. **NOTICE TO POTENTIAL CONTRACTORS**: **MILITARY EXTRATERRITORIAL JURISDICTION ACT OF 2000, Public Law 106-523:** The Military Extraterritorial Jurisdiction Act of 2000 amended Title 18, US Code (the "Act"), to establish Federal jurisdiction over certain criminal offenses committed outside the United States by persons employed by or accompanying the Armed Forces outside the United States, and certain other persons. The regulations implementing the Act define persons employed by the Armed Forces outside the United States as civilian employees of the Department of Defense, Department of Defense contractors (including subcontractors at any tier), and employees of a Department of Defense contractor (including subcontractors at any tier) when that person is present or resides outside the United States in connection with such employment and is not a national of or ordinarily resident in the host nation. Persons accompanying the Armed Forces include the dependents of these individuals. Command sponsorship of the dependent is not required for the Act to apply. Third country nationals may also be subject to the provisions of the Act depending on the circumstances. The Act grants the United States criminal jurisdiction over persons covered by the act if they engage in conduct that would constitute an offense punishable by imprisonment for more than one year if the conduct had occurred within the territorial jurisdiction of the United States.

22. All questions and requests for clarification regarding this solicitation, including all PEL clarifications, must be submitted to the Contracting Officer (Linnette De La Cruz) via email (Linnette.delacruz@dla.mil) by no later than April 30, 2026, at 3:00 PM EST. Questions received after that date and time will not be answered. Those questions submitted no later than April 30, 2026, at 3:00 PM EST will be answered to the extent practicable thereafter by amendment to the solicitation which will be made available in the same location as the posting of the original solicitation. *Verbal responses to questions will not be provided*.

CONTRACTOR CODE OF BUSINESS ETHICS

FAR Part 3.1002(a) requires all government contractors to conduct themselves with the highest degree of integrity and honesty. Contractors should have a written code of business ethics and conduct within thirty days of award. To promote compliance with such code of business ethics and conduct, contractors should have an employee business ethics and compliance training program that facilitates timely discovery and disclosure of improper conduct in connection with government contracts and ensures corrective measures are promptly instituted and carried out. A contractor may be suspended and/or debarred for knowing failure by a principal to timely disclose to the government, in connection with the award, performance, or closeout of a government contract performed by the contractor or a subcontract awarded there under, credible evidence of a violation of federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in title 18 of the United States Code or a violation of the False Claims Act. (31 U.S.C. 3729-3733)

If this solicitation or contract includes FAR clause 52.203-13 - CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT; the contractor shall comply with the terms of the clause and have a written code of business ethics and conduct; exercise due diligence to prevent and detect criminal conduct; promote ethical conduct and a commitment to compliance with the law within their organization; and timely report any violations of federal criminal law involving fraud, conflict of interest, bribery or gratuity violations found in title 18 of the United States Code or any violations of the False Claims Act. (31 U.S.C. 3729-3733). When FAR 52.203-13 is included in the contract, contractors must provide a copy of its written code of business ethics and conduct to the contracting officer upon request by the contracting officer.

STATEMENT OF WORK

1. Description of Contractual Scope

The Tailored Logistics Support (TLS) Contractor shall provide the full range of maintenance, repair, and operations (MRO) equipment, supplies, and incidental services defined within the Section 5 entitled, "Product Support" below, to military installations, other Federal Agencies and Departments, and other authorized customers worldwide.

The MRO requirements are sometimes referred to as "facilities maintenance," "facilities sustainment," "restoration", and "modernization (SRM)" or "public works" program projects. The items provided under the current MRO TLS contracts and the proposed contracts are of the type that are used by commercial businesses, local and state organizations, military, and federal agencies, including Commercially available off-the-shelf (COTS) items as defined under FAR 2.101.

The TLS Contractors shall provide rapid response, direct vendor delivery, advanced distribution, total asset/in-transit visibility, and information fusion. Therefore, to the maximum extent practicable, this contract will integrate the business practices of the commercial and military supply distribution systems. MRO products, equipment and supplies requirements, as well as logistic and distribution support will be provided by contractors at a Firm-Fixed Price utilizing multiple award, Indefinite Delivery, Indefinite Quantity (IDIQ) supply contracts with post-award competition of delivery orders.

2. Authorized Ordering Activities

Under the MRO Tailored Logistics Support multiple award program, contractors will provide equipment, supplies and logistical support to authorized customers worldwide in support of their missions related to maintenance, repairs and operations of a facility, installation, base, camp, post, station, yard, center, or other activity that is managed or authorized for procurement by DLA.

The activities listed in Attachment B are ordering customers expected to be supported under the MRO Tailored Logistics Support multiple award program. During the term of this contract and for any subsequent option periods thereof, DLA Troop Support reserves the right to add or delete authorized customers. Any such additions or deletions made by DLA Troop Support may result in a significant increase or decrease in the Government's estimated contract value. Any such change shall not be the basis for a request for equitable adjustment or claim, shall not result in Government liability to the contractor, and shall not affect the stated minimum guaranteed ordering amounts.

3. Contract Type and Term

The Government intends to award multiple, indefinite-delivery indefinite-quantity (IDIQ) supply contracts with post-award competition of delivery orders. Although the Government intends to make more than one contract award, the Government reserves the right to make only one contract award depending upon the number and quality of offers received. AFTER AWARD, ALL CONTRACT HOLDERS WILL COMPETE FOR ALL DELIVERY ORDERS ABOVE THE MICRO-PURCHASE THRESHOLD. The resulting contracts will have a base ordering period of two (2) years, which may include a 60-day ramp-up or implementation period, if needed, after award. The contracts will include a provision for exercise of unilateral options by the Government to extend the contract term by up to four (4) option periods of two (2) years each.

The TLS Contractor shall comply with the contract's terms and conditions, as well as all applicable laws or

regulations of the country, territory or outlying area where the performance occurs.

4. Contract Implementation

a. The implementation period (or ramp-up period) for the contract resulting from this solicitation is a maximum of 60 calendar days beginning at the effective date of the contract. The contractor is expected to begin filling customer orders before the end of the implementation period.
b. The contractor is required to provide its implementation plan to DLA Troop Support by no later than the seventh calendar day after issuance of the award. Implementation of the contract shall include the following:

1) Having a purchasing system in place, which includes a system to measure performance metrics, in accordance with the Statement of Work.

2) Having successfully tested ANSI X12 transactions sets as identified in Section 12. Information Technology (IT)/Order Receipt Processing. At a minimum, the 855 Purchase Order Acknowledgment and 810 Invoice transactions must be tested with successful results obtained in order to perform.

3) Ensuring delivery of any requirement can be accomplished within time frames cited.

c. **Ramp Down.** In the event that a follow-on contract is awarded to a firm other than the incumbent TLS Contractor, the Government intends to: (i) make award at least 60 days prior to the expiration date of the incumbent contract and (ii) establish a time phased transition schedule during the incumbent contractor's final thirty (30) days of operation. During the implementation period, the incumbent TLS Contractor will remain the principal source of supplies and services provided under the MRO TLS Program. Performance failure during this period may result in termination of the resultant contract for cause. The order of precedence for customer support is (1) the incumbent TLS Contractor (2) the new TLS Contractor. The incumbent TLS Contractor must facilitate the transition to the maximum extent practicable.

d. **On-Ramp/Off-Ramp.**

1) **Off-Ramp**. To ensure the success of the MRO TLS Multiple Award Program, each TLS vendor is required to participate in the DLA ordering process by submitting quotes in response to RFQs, to successfully perform under the terms of its awarded delivery orders, and to promptly address any performance concerns when the terms of its awarded delivery orders are not achieved. If the TLS vendor does not meet the contractual requirements of this contract, the Government reserves the right to "off-ramp" the TLS vendor by:

i. Permitting the TLS vendor's IDIQ contract to expire instead of exercising the option; or
ii. Executing a termination for convenience (if applicable and only if such action is in the Government's best interest); or
iii. Executing a termination for default, if applicable; or
iv. Taking any other action which may be permitted under the MRO TLS IDIQ contract's terms and conditions.

2) **On-Ramp.** Consistent with Class Deviation 2026-O0045 – Revolutionary FAR Overhaul Part 16, DFARS Part 216, FAR 16.504-4, the PCO has determined that it is in the Government's best interest that at all times during the term of the basic contract, there remain an adequate number of MRO TLS

vendors eligible to compete for delivery orders. Over time, the total number of MRO TLS vendors may fluctuate due to various reasons, including industry consolidation, significant changes in the marketplace or advances in technology, general economic conditions, the Government's exercise of the off-ramp process, and/or other reasons. Recognizing this, DLA intends to periodically review the total number of MRO TLS vendors participating in the MRO TLSP ordering process and determine whether it would be in the Government's best interest to initiate an open season to add new contractors to the MRO TLSP.

i. **Open Season Procedures.** If DLA determines that it would be in the Government's best interest to open a new solicitation to add new TLS vendors to the MRO TLSP, the PCO may do so at any time provided that:
   (1) The solicitation is issued under then-applicable federal procurement law;
   (2) The solicitation identifies the approximate number of new awards that the Government intends to make. The PCO may elect to award more or fewer TLS contracts than the number anticipated in the solicitation depending upon the overall quality of the offers received;
   (3) Any offeror that meets the eligibility requirements set forth in the new solicitation may submit a proposal in response to the solicitation; however, existing MRO TLS vendors may not hold more than one MRO TLS basic contract at any time;
   (4) The award decision under any solicitation is based upon substantially the same evaluation factors/sub-factors as the original solicitation;
   (5) The terms and conditions of any resulting awards from a new solicitation are materially identical to the existing version of the basic contract;
   (6) The term for any such new awards from a solicitation is co-terminus with the existing term for all other MRO TLS vendors, including the option period(s) (if applicable).
   (7) If awarded an MRO TLS IDIQ, any new MRO TLS vendor is eligible to submit a proposal in response to any delivery order RFQ and receive delivery order awards with the same right and obligations as any other MRO TLS vendor; and
   (8) The award of any new MRO TLS IDIQ contract(s) does not increase the overall ceiling of the basic contract.

Note: DLA Troop Support does not anticipate the total number of MRO TLS Multiple Award IDIQ contracts to exceed 7 (seven) during the period of performance; however, the Government reserves the right to issue awards against any Open Season solicitation that may ultimately result in the total number of MRO TLS Multiple Award IDIQ contracts exceeding 7 (seven) if the PCO determines doing so would be in the best interest of the Government.

5. Product Support

The scope of the resultant contract will include the purchase of all items and incidental services associated with the maintenance, repair, and operations of a facility that are managed or authorized for procurement by DLA. The items covered under this acquisition consist of commercial items and commercially modified items (commercial items requiring minor modification to fit military applications). Generally, the commercial or modified commercial products are identified by a manufacturer's part number or by commercial item description. All items shall conform to the manufacturer's commercial specifications.

a. The TLS Contractor must maintain business alliances and contractual relationships that will ensure the ability to provide the scope of products listed on the below paragraph b "Items Covered" as well as material-related incidental services as described on the below paragraph c "Incidental Services". Copies of actual signed agreements, letters of supply or similar written commitments with suppliers, manufacturers and/or distributors shall be available upon request. Please note: FAR 52.237-1, Site Visit

(Apr 1984) and Procurement Note L07 Site Visit Instructions (OCT 2016) may apply to certain delivery orders issued after award of any contract resulting from this solicitation.

b. **Items Covered**:

The scope includes, but is not limited to the following categories of MRO products:

1) Heating, ventilation, and air conditioning (HVAC) supplies;
2) Plumbing supplies (including bath and shower items and ablution units);
3) Electrical products (including generators, wire/cable, connectors, sockets, outlets, lights, etc.);
4) Tools of various kinds;
5) Chemical, lubricating, and rubber products and products including the same;
6) Construction supplies (including, but not limited to, cement, lumber, plywood, bricks, blocks, steel, aluminum, metal products, and conduits);
7) Pre-fabricated structures to include re-locatable buildings (RLBs);
8) Perimeter security items, such as barriers, barbed wire, concertina wire, and sand bags;
9) Communication devices, such as walkie-talkies and two-way radios, used by the maintenance personnel;
10) Appliances (excluding food service equipment);
11) Janitorial and sanitation products;
12) Facilities maintenance-related heavy equipment, aviation and shipyard maintenance-related products (such as maintenance stands);
13) Surveillance equipment for use at the facility grounds;
14) Environmental testing equipment;
15) Weather testing equipment;
16) Personal protective equipment for both facility maintenance personnel and workers performing repairs or inspections at the installation; AND
17) Various other commercial supplies required by the war-fighters to accomplish their mission as it relates to facilities maintenance or sustainment.

c. **Incidental Services:**

The contractor may be asked to perform incidental commercial services under the contract. Incidental services are standard commercial services that may be performed in connection with supplying items under the scope of the contract. Such services engage the time and effort of the contractor to perform an identifiable task incidental to its furnishing of an end item of supply. Performing such incidental services does not change the primary purpose of the contract from a supply to a service contract. What constitutes an incidental service is fact specific and will be a function of factors such as the type of service, amount charged for the service, amount charged for the supplies, existence of a close relationship between the service and the item supplied, and the time required to perform the service. Incidental services shall, to the maximum extent practicable, be requested at the same time that the item of supply is ordered. Construction services do not fall within the scope of this contract. **Whether a service is truly incidental and within the scope of the resultant contract will be determined by the Contracting Officer prior to the issuance of a Request for Quote.** All quotes involving incidental services must contain a detailed description of the services being performed and must be based on the customer's Statement of Work. The supplies component of an order and the incidental service component of an order may be fulfilled through different subcontractors, if doing so is in the best interest of the Government. The contractor must be able to propose pricing for the Incidental Service Scenario which is included in REVISED Attachment A- Volume II- Pricing. The pricing proposed for the Incidental Service scenario will be used for evaluation purposes only, but may be utilized as a

benchmark, should this type of service be requested during contract performance.

The TLS contractor must have a plan to source requirements that involve material-related incidental services, to include coordinating with the service provider throughout performance, ensuring compliance with applicable construction wage rate requirements clauses, and monitoring and oversight procedures as well as corrective action plans to address issues that arise during or after performance. Oversight means a process of review, assessing and evaluating the subcontracted effort to ensure it adheres to the established plans, schedule, specifications, regulations, and standards.

1) **Construction Wage Requirements:**
   i. The contractor is advised that construction wage rate requirements clauses that implement the requirements of various statutes, executive orders, and regulations set forth in FAR Subpart 22.4, which prescribe labor standards requirements for contracts involving construction, alteration, or repair of public buildings and public works will be incorporated into the contract(s) resulting from this solicitation.

   ii. At the time of contract award, the applicable Construction Wage Requirements Statute, formerly known as the Davis-Bacon Act, Wage Determination, will be incorporated into the resultant contract(s). The proposed price under the incidental service scenario incorporated into the resultant contract(s) must be inclusive of all costs associated with ensuring compliance with the construction wage rate requirements clauses.

   iii. Any requirement that involves incidental services is subject to the construction wage rate requirements clauses unless the contractor is otherwise directed by the Contracting Officer.

d. The Contractor must have a plan to utilize small business concerns, to include veteran owned small businesses (VOSBs), service-disabled veteran owned small businesses (SDVOSBs), HUBZone (HZ) small businesses, small disadvantaged businesses (SDBs), and woman-owned small businesses (WOSBs) as sources of supply in the performance of the contract.

The following additional Product Support requirements apply but are not required to be addressed in the Product Support plan submitted in the offeror's proposal:

I. **Domestic Sourcing Plan**:

1) The Contractor must have a plan for monitoring suppliers' compliance with all of the domestic sourcing restrictions contained in the contract, including, but not limited to: the Trade Agreements Act, Preference for Certain Domestic Commodities/Berry Amendment, Restriction on Acquisition of Specialty Metals, Restriction on Acquisition of Carbon, Alloy and Armor Steel Plate, Restrictions on Certain Foreign Purchases, and Restriction on Acquisition of Hand or Measuring Tools, and the Prohibition on Contracting for Telecommunications and Video Surveillance Services or Equipment. **TLS Contractors are advised that the requirements of the Trade Agreements Act generally apply to all items and delivery orders under the MRO contracts.**

2) The Domestic Sourcing Plan must detail how all products supplied will comply with all source restriction requirements regarding material component(s), country of origin, and place of manufacture. The plan must include how this process will be communicated with suppliers (as well as product manufacturers and any other relevant participants in the supply chain) and how the contractor will assess and ensure that the supplies delivered will comply with the source

restriction requirements of any resultant contract issued under this solicitation. The plan must state what actions will be taken in the event that items delivered to the customer are subsequently found to be in violation of the source restriction requirements. The plan must include procedures to confirm the source of the material, audit procedures, flow-down clauses, and remedies. The contractor must provide evidence demonstrating compliance with its plan, as well as the aforementioned domestic sourcing restrictions, upon request. The plan is subject to regular and random audits by the Government.

3) The Domestic Sourcing plan must include each of the following required elements and must be maintained and actively employed throughout the life of the contract:

   (i) Procedures to confirm the source of material. The plan must detail how all products supplied will comply with the source restriction requirements for material component(s), country of origin, and place of manufacture.

   (ii) Flow-down. The plan must detail and ensure this process and the clauses are communicated with suppliers (as well as product manufacturers and any other relevant participant in the supply chain) and how the contractor will assess and ensure that the supplies delivered will comply with the source restriction requirements of any resultant contract issued under this solicitation.

   (iii) Audit procedures. The plan must detail and ensure assessments are conducted such that the supplies delivered comply with source restriction requirements of any resultant contract under this solicitation.

   (iv) Remedies. The plan must detail what actions will be taken in the event delivered items to the customer are subsequently found to be in violation of the source restriction requirements.

   (v) During the performance of the Contract, the Contracting Officer may request documentation from the Contractor to validate compliance with the applicable domestic sourcing restrictions for specific items or delivery orders during pre-award and/or post-award reviews. The plan is subject to regular and random audits. Violations detected during performance could result in Government refusal of material, non-payment to the contractor for the non-conforming items, the issuance of demands for repayment of the value of non-conforming items, and documentation in the contractor's annual Contractor Performance Assessment Reporting System (CPARS) report, among other remedies, as provided for under the resultant contract and applicable regulations.

II. **Additional product support**:

1) The contractor must be able to supply all product categories listed on the above paragraph b, as well as all exact items or Acceptable Alternates identified in REVISED Attachment A- Volume II- Pricing. Note, the total number of items required under the contract is indefinite. The PELs constitute non-exhaustive, illustrative lists of the types of supplies that will potentially be ordered under the resultant contracts.

2) Generally, the items procured are commercial products or modified commercial products (commercial items requiring minor modification to fit military applications), as defined in FAR 2.101. All items shall, to the maximum extent practicable, be identified by the manufacturer's part number, commercial item description, or by a technical specification or drawing. All items are to conform to the manufacturer's specifications. Please reference the attached spreadsheet

entitled "REVISED Attachment A- Volume II- Pricing" for a non-exhaustive, illustrative list of the types of supplies that will potentially be required of the TLS Contractor.

3) Requirements may change and expand due to the needs of the customers. Therefore, the Government reserves the right to procure new product lines considered to be MRO items that are managed and authorized for procurement by DLA during the period of performance of this contract, as determined necessary by the Contracting Officer. In addition, the Contractor shall maintain the resources, expertise, alliances, and superior customer support sufficient to ensure successful performance of the resultant contract.

4) Included within the range of items covered are items that might not routinely be used in the MRO arena, but, for reasons within the discretion of the Contracting Officer, have been determined acceptable to meet the ordering activity's MRO requirements:
Example: *While large shipping containers are normally used for transportation purposes, an ordering activity may need to use them as temporary storage facilities during a maintenance, repair, and operations project. The intended purpose would place such containers within the scope of this contract.*

Example: *While items like forklifts and cranes are typically supported through DLA Troop Support's Heavy Equipment Purchasing Program (HEPP), if HEPP is unable to support the requirement, these items may be supported under the MRO contract.*

5) All requests for new items and/or incidental services will be reviewed for scope compliance by a designated representative of the DLA Troop Support Construction & Equipment (C&E) Directorate. An item and/or incidental service must be approved by a DLA Troop Support Contracting Officer prior to requesting a contractor's pricing and delivery terms for an order. The determination by the DLA Troop Support Contracting Officer as to whether an item and/or incidental service is in scope shall be considered final and cannot be appealed by any TLS Contractor.

6) Requirements will be reviewed to ensure compliance with the scope of the contract(s). **The Contracting Officer retains full authority to determine whether or not a requirement is within the scope of the resultant contract(s). Scope determinations rendered by the Contracting Officer are requirement-specific and do not constitute future scope approvals for similar products/services**. If a requirement is determined to be outside the scope of the contract(s), it will be rejected by the Contracting Officer. Alternate/appropriate means of satisfying the customers' requirements will be reviewed and provided as appropriate.

7) On any resultant delivery order, the contractor may provide a substitute, different brand name, or generic product for the specified product only with prior approval from the Contracting Officer. If the Contracting Officer does not approve the deviation in advance, the order may be cancelled at no cost to the Government, and the costs of return shipping may be assessed against the contractor. Additionally, or alternatively, the Government may exercise any and all remedies available to it under the terms of this contract, including those identified under FAR 52.212-4(b) **(DEVIATION 2026-O0038) (FEB 2026)**. If the order is cancelled after DLA approval of the initial order, this cancellation shall be noted in the TLS Contractor's monthly Fill Rate metric report further described in Section 9(b) of the Statement of Work.

8) Acceptable alternate items will be permitted under the resultant contract(s) when an item is identified by a manufacturer's brand name or part number unless the Government expressly

states that an alternate is not permitted. To be acceptable the alternate must be equal to the requested item and approved by DLA Troop Support in coordination with the customer. For more information regarding submission of alternate items for evaluation, please see the "Ordering/Request for Quote Process Overview" Section 13(d) of the Statement of Work.

9) Additional MRO equipment and related supplies, which were not identified on the Price Evaluation List provided with the solicitation but are subsequently determined to be required by the authorized customers, may be added to the resultant Maintenance, Repair and Operations (MRO) Tailored Logistics Support Contracts as follows:

   (i) DLA Troop Support will conduct a review of all customer requests to identify new/replacement items to be added to the MRO Contracts and the Contracting Officer will make a scope determination for each item requested.

   (ii) Once an item is approved for scope, a request for information (RFI) and/or request for quote (RFQ) will be sent to all TLS Contractors. TLS Contractors will price requested items and/or provide the required information on any alternate items to be considered for award.

   (iii) DLA Troop Support will evaluate the pricing submitted by each TLS Contractor in order to determine prices fair and reasonable and will add the items to the MRO catalog of historical prices maintained in the cubid processing platform, Bidwiser (or its successor*) system, utilized by DLA Troop Support.

   **It should be noted that the DLA Construction & Equipment directorate is currently undergoing several ongoing information technology (IT) modernization efforts. The platforms (i.e. BidWiser and Contracting Officer's Portal) that support the MRO TLS Program is subject to change at any time during the period of performance. The TLS vendor will be expected to accommodate any IT change made by DLA to the bid processing platform at no additional cost to the Government. The Government reserves the right to direct the contractor to utilize other methods of quote submission at no additional cost to the Government.*

10) For orders below the SAT, the Government intends to make awarded PEL items and acceptable alternates available to customers on an eMarketplace, such as FedMall, for automated ordering. Additional items below the SAT may be added to the eMarketplace as part of the competitive RFQ process. Offerors are cautioned that the Government intends to compete requirements for this eMarketplace solution during contract performance. TLS contractors will be notified appropriately of the Government's intent to do so on each individual Request for Quote (RFQ). The Government anticipates requesting that TLS Contractors propose pricing that will remain valid throughout the term of the base period or option period in which the item is awarded.

Failure to meet these requirements shall subject the TLS contractor to corrective and/or remedial action under the contract. The Government also reserves all rights and remedies provided under the contract in the event the TLS contractor fails to meet these material requirements.

6. Purchasing System

a. The TLS Contractor shall establish and maintain oversight procedures, to include an acceptable purchasing system for organizing quotes, processing and handling orders, managing deliveries, tracking performance metrics, and ensuring the timely processing of electronic invoices. An adequate system

shall include policies, procedures, and purchasing practices that comply with the Federal Acquisition Regulation (FAR), the Defense Federal Acquisition Regulation Supplement (DFARS) and the Defense Logistics Acquisition Directive (DLAD), including Procurement Note C08. The purchasing system shall be detailed from the Prime Level through to the Purchase Order Level with the subcontractor/supplier, including monitoring and oversight procedures.

A "purchasing system" is defined as the Contractor's system for purchasing and subcontracting, including the selection of contractors, analysis of quoted prices, negotiation of prices with contractors, placing and administering orders, and expediting delivery of materials. *As part of the Purchasing System, Procurement Note C08 Tailored Logistics Support Purchasing Reviews is applicable.*

An "acceptable purchasing system" means a purchasing system that complies with the system criteria in paragraph (b) below:

b. Purchasing System criteria. The Contractor's purchasing system shall—
   1) Provide for an organizational and administrative structure that ensures effective and efficient procurement of required quality materials/parts at the most economical cost from responsible/reliable sources. *Effective* means to be successful in producing a desired or intended result. An *effective procurement* uses data to assess supplier performance, track key performance indicators, and identify trends, ensures transparency in processes and adheres to legal, regulatory, and ethical standards. *Efficiency* means achieving maximum productivity with minimum wasted effort or expense. An *efficient procurement* is a process that acquires necessary goods and services by optimizing time, resources, and costs, finding the best value, negotiating favorable terms, ensuring timely delivery, and streamlining operations to minimize waste, delays, and manual errors.

   2) Perform internal audits and management reviews, training, and maintain policies and procedures for the purchasing department to ensure the integrity of the purchasing system.

   3) Have a comprehensive training program that addresses both initial and recurring training needs, as well as a corrective action plan for employees that violate the policies and procedures of the purchasing system. Enforce adequate policies on conflict of interest, gifts, and gratuities, including the requirements of 41 U.S.C. chapter 87, Kickbacks.

   4) Promote competitive sourcing among dependable suppliers so that purchases are reasonably priced and from sources that meet contractor quality requirements.

   5) Establish and maintain procedures to document the completion of adequate price analysis or cost analysis on purchasing actions as well as document a complete and accurate history of purchase transactions to support vendors selected and prices paid.

   6) Establish and maintain policies and procedures to ensure purchase orders and subcontracts contain the mandatory and applicable flow-down clauses, as required by the FAR and DFARS, including terms and conditions required under the terms of the TLS contract, as well as any clauses required to carry out the requirements of the TLS contract.

The following additional Purchasing System requirements apply but are not required to be addressed in the Purchasing System plan submitted in the offeror's proposal:

I. The offeror shall maintain, within the purchasing system, an organizational structure with clear lines of authority and responsibility, including required management level justification and adequate cost or

price analysis.

II. The offeror shall maintain, within the purchasing system, a documented record of business alliances and contractual relationships that will ensure the ability to provide the scope of products listed in the Statement of Work (SOW) under Section 5 "Product Support".

III. The offeror shall establish and maintain, within the purchasing system, source selection processes to ensure the most responsive and responsible sources for furnishing required quality parts and materials. A *responsive source* of supply is a supply chain partner or network capable of rapidly adapting to changes in customer demand, market conditions, or other variables by maintaining flexibility, agility, and speed. A *responsible source* of supply is a company that integrates ethical, sustainable, and socially conscious principles into its operations, ensuring compliance with regulations, ethical labor practices, transparency and traceability including assurance mechanisms to monitor and reduce the risk of misrepresentation or fraud.

IV. The offeror shall establish and maintain, within the purchasing system, internal systemic checks that identify price increases or errors, domestic sourcing issues, or other potential violations BEFORE the order is transmitted to DLA Troop Support. An internal systemic check is a continuous, built-in process where an organization's routine operations are configured to be automatically verified and cross-referenced, ensuring accuracy and detecting irregularities. A systemic check is an ongoing part of the system itself, with the work of one person or process automatically checked against another.

V. The offeror shall establish and maintain, within the purchasing system, procedures to measure and monitor the On-Time Delivery, Fill Rate, Quality Rate and Quote Responsiveness contractual metrics from the Prime Level to the subcontractor and/or supplier level.

VI. The offeror shall establish and maintain procedures to ensure that proper types of subcontracts are selected, and that there are controls over subcontracting, including oversight and surveillance of subcontracted effort, especially with regard to material-related incidental services. *Oversight* means a process of review, assessing and evaluating the subcontracted effort to ensure it adheres to the established plans, schedule, specifications, regulations, and standards. *Surveillance* means a planned, documented, and systemic approach to monitor performance of the subcontracted effort.

VII. The Offeror shall document, pursue and process economically feasible purchase discounts, including cash discounts, trade discounts, quantity discounts, rebates, freight allowances, and company-wide volume discounts. Such discounts, rebates and/or allowances must be provided to the Government through corresponding reductions to the quoted or awarded price of the pertinent line item(s).

VIII. **Discounts and Rebates:** It is anticipated that each TLS vendor shall be as aggressive as possible in pursuing all discounts and rebates. TLS vendors shall guarantee that DLA Troop Support and its customers will receive discounts and rebates (whether received prior to or after issuance of the delivery order) equal to or better than the vendors' most favored commercial or Government customers with similar sales, whichever is the greater discount among the two, if applicable. The value of any rebates, discounts (including prompt payment discounts), payments, fees, and/or remittances of any kind received by the TLS vendor from its subcontractor(s) or supplier(s) in connection with its fulfillment of that delivery order line item shall be immediately credited against the value of the delivery order line item to which it relates. Neither the TLS vendor, nor in the case of a joint venture, its constituent entities, shall collect any sort of discount, rebate, fee, payment, remittance, or other thing of value from its suppliers and/or subcontractors related to products or incidental services purchased to fulfill delivery order line items under this contract without immediately tendering the full value of those fees,

payments, or other things of value to the Government, in the form of a reduction to the awarded price.

Failure to meet these requirements shall subject the Contractor to corrective and/or remedial action under the contract. The Government also reserves all rights and remedies provided under the contract in the event the Contractor fails to meet these purchasing system requirements.

7. Distribution/Delivery

The total global logistics support required by this contract includes the TLS Contractor's ability to transport and deliver MRO items to any ordering activity as specified in each RFQ and resulting delivery order(s) based on the customer requirements. The TLS Contractor must have a Distribution/Delivery plan as discussed below.

The TLS Contractor's Distribution/Delivery plan shall describe the TLS Contractor's resources, such as its current business alliances and contractual relationships with transportation service providers, supply and consolidation locations, warehousing resources, and the capability to execute incoming and outgoing deliveries to the delivery locations worldwide. The plan shall include a detailed description of the warehouse and/or consolidation geographic locations (country and state/city/territory/province, etc.) the TLS Contractor intends to use in support of this contract. The plan shall also include a detailed description of the transportation infrastructure to be utilized for delivery. This includes access to multiple carriers and modes of transportation (land, sea, railroad, and air) as well as owned or subcontracted distribution infrastructure (like warehouses, consolidations points and transportation vehicles). The plan shall address the TLS Contractor's ability to support routine delivery requirements as well as urgent and emergency delivery requirements, and surge and sustainment delivery requirements (should any arise within the period of performance) worldwide. The plan shall describe how the TLS Contractor will meet the expected routine, urgent and emergency delivery requirements. The plan shall indicate that the TLS Contractor will supply the customer's required items/products and meet required delivery dates, including a discussion on how the TLS Contractor will monitor the required metrics and procedures that will prevent recurring delays, and its ability to maintain the contractual requirements and metrics. *The plan shall include **all** of the following characteristics*:

a. A detailed description of the TLS Contractor's business alliances and contractual relationships with transportation service providers, supply and consolidation locations, warehousing resources, demonstrating geographical coverage of locations worldwide, including current or planned supply locations and current or planned carrier coverage. Copies of the actual signed agreements, letters of supply or similar written commitments with transportation service carriers, warehouses and consolidation providers shall be available upon request.

b. A detailed description of the TLS Contractor's plan for transporting supplies by land, sea, railroad and air, as well as its global transportation assets and abilities, consolidation points and warehousing capabilities to execute incoming and outgoing deliveries, including whether those assets and capabilities are organic (owned) or contracted-for (leased, subcontracted, etc.)

c. A detailed description of the size and geographic locations (country and state/city/territory/province, etc.) of warehouse and consolidation points the TLS Contractor intends to use in support of delivery orders issued under any contract resulting from this solicitation.

d. A detailed description of the TLS Contractor's ability to support routine, urgent and emergency delivery requirements as well as surge and sustainment delivery requirements worldwide (should any arise within the period of performance).

1) Routine (Pre-Planned) Orders: MRO related equipment and/or supplies (including COTS items) required for normal day-to-day operations shall be delivered to the Freight on Board (F.O.B.) Destination point specified in the delivery order by no later than 30 days after the placement of the order unless the Contracting Officer has authorized a longer delivery time frame for a specific delivery order with customer approval.

2) Urgent Orders: MRO related equipment and/or supplies (including COTS items) required for an activity's urgent requirements must be delivered to the F.O.B. Destination point specified in the delivery order by no later than 3 days (72-hours) after placement of the order unless the Contracting Officer has authorized a longer delivery time frame for a specific delivery order.

3) Emergency Orders: MRO related equipment and/or supplies (including COTS items) required for an activity's emergency requirements must be delivered to the F.O.B. Destination point specified in the delivery order within 1 day (24-hours) after placement of the order unless the Contracting Officer has authorized a longer delivery time frame for a specific delivery order.
4) For urgent orders and emergency orders, the shipping containers shall be marked accordingly to indicate that it is an emergency delivery or urgent delivery.

5) The contractor may be required to provide numerous urgent/emergency orders per month.

6) For the PEL and Acceptable Alternate items awarded as firm-fixed ceiling prices, the ceiling price shall be the same for routine, urgent and emergency orders.

For each delivery order, transportation shall be on a Freight on Board (F.O.B.) Destination basis, unless otherwise specified in writing and in advance by the Contracting Officer.

e. A detailed description of the TLS Contractor's plan to support and monitor Bills of Materials (BOM) requirements.

1) A **bill of material (BOM)** is defined as 1) a requirement issued on a RFQ and resulting single delivery order that includes multiple lines for delivery of items from multiple, distinct manufacturers and sources of supply that DLA's customer requires to be delivered to the same location at the same time to satisfy its needs, or 2) a requirement resulting in multiple delivery orders for delivery of items from multiple, distinct manufacturers and sources of supply that DLA's customer requires to be delivered to the same location at the same time to satisfy its needs.

BOM requirements shall be specifically identified on the RFQ and on the resulting delivery order(s), and no multiple-line RFQ requirements and resulting delivery orders shall be treated as BOM requirements absent such identification.

2) For any requirements specifically identified on the RFQ as BOM requirements, the contractor will be required to consolidate and deliver all supplies required under the BOM, by the contractually required delivery date (CDD), at the time(s) required by the customer, to the location(s) designated by the customer.

3) Failure to deliver BOM requirements in their entirety may result in refusal of shipment with respect to the entire BOM, or any portion thereof, at the discretion of the Contracting Officer.

BOM requirements do not include shipments of multiple lines or items from the same manufacturer and/or source of supply, unless the DLA specifically identifies these as BOMs on

the RFQ.

f. A detailed description of the TLS Contractor's knowledge and experience regarding the management of customs required documentation and procedures within countries around the world, to include personnel and resources dedicated to the management of customs, import, and export requirements in the delivery locations/points worldwide.

1) The TLS Contractor's plan shall include monitoring of changes in customs policy and regulations. In addition, the requirements for entry may vary by installation. The TLS Contractor's plan shall include a discussion on how it will effectively communicate customs and installation entry policies and regulations to their subcontractors.

2) The TLS Contractor's plan shall address the personnel and resources that it dedicates to monitoring customs, import, and export requirements worldwide, to include reviewing updates to policy and regulation.

3) At a minimum, the TLS Contractor will comply with the cargo requirements in the latest version of the Defense Transportation Regulation Part V: Department of Defense Customs and Border Clearance Policies and Procedures. The Contractor is ultimately responsible for ensuring satisfaction of all applicable customs requirements, conditions, regulations, and laws for the country into which the products are being imported and for timely delivery of the material. The Defense Transportation Regulation can be accessed at: https://www.ustranscom.mil/dtr/index.cfm.

Note: The TLS Contractor is responsible for all export and import customs documentation required to ship material worldwide as covered by the contract, including, but not limited to: manifests, inspection certificates, and transportation documents. The TLS Contractor must plan in advance, coordinate with the appropriate points of contact, and utilize strategies to ensure timely passage of material through any and all ports of entry and border crossings en route to the delivery destination. The Government shall not be responsible for any demurrage fees, storage or detention costs, or excess transportation fees occasioned by delays at border crossings, customs delays, or delays in shipping material through ports. The TLS Contractor assumes the risk of any and all such fees, costs, and expenses.

g. The TLS Contractor's plan must demonstrate sufficient transportation assets and abilities, consolidation points, and warehousing abilities to execute incoming and outgoing deliveries. Delivery using commercial airfreight may be required to meet the emergency delivery requirements of the customer. Commercial airfreight must be authorized by the Contracting Officer.

The following additional Distribution/Delivery requirements apply but are not required to be addressed in the Distribution/Delivery plan submitted in the offeror's proposal:

I. For each delivery order, the TLS Contractor is expected to make a single delivery per order if any when directed by the Contracting Officer. The Government reserves the right to accept quotes for multiple line orders that cite different lead times for each item.

II. **Specialty Item Requirement**: Certain items within the scope of this program are manufactured to order and are not available prior to determination of customer requirements. Deliveries for items that are "manufactured to order" must meet deliveries specified in the delivery order.

III. The TLS Contractor is contractually obligated to provide delivery via commercial transportation

resources in the CONUS or OCONUS to the delivery location specified in the delivery order.

IV. Delivery shall be to the receiving location by no later than the end of the customer's normal workday (normally between 3:00 PM – 5:00 PM local time); however, delivery hours may vary for each installation. Weekend deliveries are acceptable if required and approved by the ordering activity. The TLS contractor shall provide each customer with the telephone number and email address of the contractor's representative responsible for coordinating the delivery. Contractors shall comply with ordering activities' desired delivery notification timeframes. Deliveries must be coordinated with the customer at least 48 hours in advance to ensure customer availability for receipt, unless a timeframe for delivery shorter than 48 hours has been specified by the customer. With respect to delivery orders that require delivery within 48 hours after order placement, deliveries must be coordinated with the customer in sufficient time to ensure on-time delivery of the order.

V. **DLA CONUS Containerization and Consolidation Point (CCP) Requirements**: If and when directed by the Contracting Officer, the TLS Contractor shall coordinate the transportation booking in conjunction with DLA Distribution. All orders shipping through DLA Distribution will require MIL-STD-129 bar coding. The TLS Contractor must submit a shipping request form containing shipment information to obtain shipping instructions and carrier documentation from DLA Distribution. Shipping request forms are to be submitted to DLA Distribution, Attention: Transportation Division, Email: delivery@dla.mil or dlacontactcenter@dla.mil and Phone: 1-717-770-4472 and Facsimile: (269)704-7930.

VI. **Depot deliveries**: Orders for supplies may also be required to be delivered to DLA Troop Support's storage facilities. The following are the primary two (2) locations:

Defense Distribution Depot Susquehanna New Cumberland, PA 17070	Defense Distribution San Joaquin Tracy, CA 95376-5000

VII. **Defense Transportation System (DTS):** The Government reserves the right to use the transportation system that provides the best service and value to the customer. The contractor may be authorized to ship material via DTS, if directed to do so by the Contracting Officer, for reasons including, but not limited to, security requirements of the customer and/or the necessities of contingency operations.

Failure to meet these requirements shall subject the Contractor to corrective and/or remedial action under the contract. The Government also reserves all rights and remedies provided under the contract in the event the Contractor fails to meet these Distribution/Delivery requirements.

8. Customer Support

TLS vendors must have dedicated personnel assigned to the day-to-day management of the MRO Tailored Logistic Support Program. A toll-free phone number and email address for the dedicated personnel must be available and provided to DLA and customers upon award of contract.

a. **Customer Support**: Customer support must be made available to DLA Troop Support and authorized customers under this MRO Tailored Logistics Support multiple award program. Adequate customer support includes procedures to address (routine, urgent and/or emergency) order tracking, problem resolution (corrective actions taken in response to customer complaints) and technical guidance (providing advice and information on MRO products). In addition, the TLS Contractor must:

1) Notify the ordering activity upon issuance of a delivery order, including the list of ordered items and contractually required delivery dates. The TLS Contractor shall coordinate the delivery aspects with the ordering activity, to include points of contact for coordination, installation access requirements, material movement tracking, etc.

2) Provide a clear organizational hierarchy, including contact information, to customers for the escalation of unresolved issues. Any changes or revisions to the organizational hierarchy shall be provided to both DLA Troop Support and to all customers during the life of the contract.
3) Respond to all customer support inquiries within twenty-four (24) hours after receipt. The TLS Contractor must maintain dedicated, twenty-four (24) hours a day, seven (7) days per week, customer support for emergency requirements to provide support via telephone and/or email correspondence.

4) Provide DLA Troop Support and authorized customers with a toll-free phone number and an email address in order to contact the customer support representatives.

b. **Technical Support personnel:** The TLS Contractor must have technical support personnel available to promptly provide technical support and assistance for each item offered to DLA Troop Support and authorized customers under this Program. Technical support may be required on a pre-order and/or post-order basis. Technical support may include but is not limited to providing advice and information regarding the proper use and ordering of MRO products. In addition, the TLS Contractor must:

1) Have technical support representatives available Monday through Friday between the hours of 7:00 AM and 5:00 PM local Philadelphia, PA time to provide technical support by telephone or email correspondence.

2) Provide a toll-free phone number to DLA Troop Support and authorized customers in order to access technical support personnel for assistance.

3) Provide DLA Troop Support and authorized customers with an email address in order to contact the technical support personnel.

4) Respond to all technical support inquiries within twenty-four (24) hours of receipt of inquiry.

c. **Customer Visits**: TLS Contractors may be requested to have customer service visits or meetings at an ordering activity at the discretion of the Contracting Officer, at the request of the ordering activities, or during In Process Reviews (IPR). TLS Contractors must have representative(s) available for customer visits when required. All customer visits must be coordinated through DLA Troop Support in advance and shall be authorized only when the customer specifically requests a visit. Visits are at no cost to the Government.

d. **Marketing/Expansion**: The TLS Contractors shall partner with DLA Troop Support to market the MRO TLS Program to all eligible customers. The TLS Contractor may develop, publish, and, **subject to the approval of the Contracting Officer**, distribute appropriate, neutral publications and/or marketing materials to inform eligible installations about the operations of the MRO TLS Program. The materials may cover the types of products supplied under the program and the customer service offered by the contractor, and a toll-free telephone number and dedicated email that may be used by eligible customers for any questions regarding the program. The TLS Contractor may be required to attend DLA Troop Support sponsored industry/customer conferences. The contractor may provide email notification to all customers of any new MRO products and/or discounted products that are currently available for

purchase. All marketing related emails shall be forwarded to the designated DLA Troop Support Tailored Vendor Logistics Specialist(s) as well. All marketing, marketing visits and industry/customer conferences are at no cost to the Government. ***The expansion of the contract beyond that of the currently participating activities will depend greatly upon the successful management and marketing of the contract by the awardee(s).*** Any marketing efforts shall not, at any time, include the marketing of items or incidental services that the Contracting Officer has previously determined to be out of scope. Any item or incidental service that the Contracting Officer has not previously determined to be within scope shall not be guaranteed, or implied as guaranteed, to be supportable through the MRO contract.

9. Performance Metrics

The TLS Contractor is required to adhere to various performance metrics throughout the life of this contract. A performance metric is a minimum contractual requirement to which the TLS Contractor must adhere. Routine, urgent and emergency delivery timeframes specified under Section 7(d) of the Statement of Work are tracked within these performance metrics. Failure to do so may result in an adverse contract action (e.g. termination for default, adverse ratings in annual CPARS report, etc.). The TLS Contractor will be evaluated on performance metrics throughout the period of contract performance:

a. Contractual On-time Delivery Rate (Metric). The Contractor is required to maintain a minimum 90% On-Time Delivery Rate metric based upon the contractually required delivery date (CDD). The CDD is defined as the delivery date that is established when the delivery order is issued. To calculate the On-Time Delivery Rate Metric, the Government may use the following data sources: Usage Data and Order Data provided monthly, data from Bidwiser (or its successor), data from the KOP (Contracting Officer's Portal) (or its successor), and invoice data.

The Contractual On-Time Delivery Rate metric shall be calculated as follows:

$$\frac{\textbf{Number of lines delivered on or before the CDD}}{\textbf{Total number of lines due in based on CDD}}$$

The Contractor's plan to meet and monitor the On-time Delivery Rate Metric must include:

1) A detailed discussion of how the TLS Contractor will meet and monitor the On-Time Delivery Rate Metric for the expected routine, urgent and emergency delivery requirements.

2) A detailed description of the TLS Contractor's plan for handling customer requirements and meeting the contractually required delivery date (CDD). The CDD is defined as the delivery date that is established when the delivery order is issued.

3) A detailed description of the TLS Contractor's plan for monitoring delivery which is detailed and integrated as part of its distribution system and includes material and delivery tracking.

4) A detailed description of the TLS Contractor's corrective action plan outlining its procedures to prevent recurring delivery delays.

5) The TLS Contractor shall establish and maintain procedures to ensure that there are controls over subcontracting, including oversight and surveillance of subcontracted effort, to ensure routine, urgent and emergency delivery orders are delivered on time. *Oversight* means a process of review, assessing and evaluating the subcontracted effort to ensure it adheres to the established plans, schedule, specifications, regulations, and standards. *Surveillance* means a planned,

documented, and systemic approach to monitor performance of the subcontracted effort.

b. **Fill Rate (Metric).** The contractor is required to maintain a minimum 95% fill rate. Fill rate is defined as the number of lines delivered in full, regardless of the CDD, by the contractor. Customer-requested cancellations (unless the cancellation is requested due to order delinquency) shall not count against the Contractor's Fill Rate metric. However, lines that are cancelled due to fault on the contractor's behalf (i.e., inability to honor the price/lead time on the delivery order, failure of a subcontractor to provide the requested item, order delinquency, etc.) will count against the Contractor. The Fill Rate metric shall be calculated as follows:

$$\frac{\textbf{Number of lines delivered in full}}{\textbf{Total lines ordered}}$$

The Contractor's plan to meet and monitor the Fill Rate Metric must include:

1) A detailed discussion of how the TLS Contractor will meet and monitor the Fill Rate Metric for the expected routine, urgent and emergency delivery requirements.

2) A detailed description of the TLS Contractor's plan to completely fill all lines on a delivery order in full quantities.

3) A detailed description of the TLS Contractor's plan for monitoring fill rates which is detailed and integrated as part of its distribution system and includes tracking of material and quantities.

4) A detailed description of the TLS Contractor's corrective action plan outlining its procedures to prevent recurring order fulfillment issues.

5) The TLS Contractor shall establish and maintain procedures to ensure that there are controls over subcontracting, including oversight and surveillance of subcontracted effort, to ensure material quantities under all delivery orders are delivered in full. *Oversight* means a process of review, assessing and evaluating the subcontracted effort to ensure it adheres to the established plans, schedule, specifications, regulations, and standards. *Surveillance* means a planned, documented, and systemic approach to monitor performance of the subcontracted effort.

Note: For orders that cannot be filled in total, the Contractor shall notify DLA Troop Support via email of any partial delivery, manufacturer backordered item, substitute material available, alternate delivery schedule, etc. DLA Troop Support will contact the authorized customer to obtain approval on all deviations to the delivery order. The Contractor may not substitute another item, different brand, or generic product for the specified product without DLA Troop Support permission. Material substitutions must be approved in writing by the Contracting Officer prior to shipping. The written approval must be maintained by the Contractor for at least one (1) year. If a DLA Troop Support Contracting Officer does not approve the material substitution, the order shall be cancelled and recompeted.

c. **Quality Rate (Metric).** The Contractor is required to maintain a minimum 98% Quality Rate metric. The quality rate is defined as the percentage of lines that are delivered without any quality defects AND are the exact item approved by the customer. The quality rate shall be calculated, at the end of each year of performance, as follows:

$$\frac{\textbf{Number of lines in which correct items were delivered without quality defects}}{\textbf{Total lines ordered}}$$

The Contractor's plan to meet and monitor the Quality Rate Metric must include:

1) A detailed discussion of how the TLS Contractor will meet and monitor the Quality Rate Metric for the expected routine, urgent and emergency delivery requirements.

2) A detailed description of the TLS Contractor's plan to ensure all line items on a delivery order are delivered without any quality defects AND are the exact item approved by the customer.

3) A detailed description of the TLS Contractor's plan for monitoring quality rates which is detailed and integrated as part of its distribution system and includes material quality tracking.

4) A detailed description of the TLS Contractor's corrective action plan outlining its procedures to prevent recurring material quality issues.

5) The TLS Contractor shall establish and maintain procedures to ensure that there are controls over subcontracting, including oversight and surveillance of subcontracted effort, to ensure the exact items/products required are the ones ordered and delivered without any quality defects. *Oversight* means a process of review, assessing and evaluating the subcontracted effort to ensure it adheres to the established plans, schedule, specifications, regulations, and standards. *Surveillance* means a planned, documented, and systemic approach to monitor performance of the subcontracted effort.

d. **Quote Responsiveness Rate (Metric).** The TLS Contractor will be evaluated on TLS Contractor competitiveness and participation, which includes statistics on how often a TLS Contractor submits a quote as well as how often a TLS Contractor submits a no-bid/quote or does not respond to Request for Quotes (RFQs) at all. The TLS Contractor is required to maintain a minimum of 90% Quote Responsiveness Rate metric. The Quote Responsiveness Rate metric is defined as the percentage of RFQs lines or CLINs quoted timely (before the RFQs response due date and time). The Quote Responsiveness Rate metric does not apply to RFQs cancelled BEFORE the RFQs' response due date and time. TLS Contractors must provide quoted pricing on timely submitted RFQ responses for a minimum of 90% of the total lines/CLINs on each RFQ during each, successive, twelve-month period of contract performance. A "no-bid" or a "No Quote" on an RFQ will adversely impact the TLS Contractor's Quote Responsiveness Rate however, the Contractor may request relief from this metric for CLINs no-quoted under an RFQ due to domestic sourcing restrictions or regulatory compliance issues, as long as the RFQ response is submitted timely (before the RFQs response due date and time). The Quote Responsiveness Rate metric shall be calculated as an aggregate at the end of each twelve-month period of performance as follows:

$$\frac{\textbf{Total (aggregate) number of RFQ lines quoted timely}}{\textbf{Total (aggregate) number of RFQ lines issued}}$$

Note: The TLS Contractor must submit priced quotes on all RFQs for items on the PEL on which it has an awarded ceiling price.

The Contractor's plan to meet and monitor the Quote Responsiveness Rate Metric must include:

1) A detailed discussion of how the TLS Contractor will meet and monitor the Quote Responsiveness Rate Metric for routine, urgent and emergency delivery RFQ requirements.

2) A detailed description of the TLS Contractor's plan to ensure timely quote submissions in

response to RFQ's.

3) A detailed description of the TLS Contractor's plan for monitoring quote responsiveness rates which is detailed and integrated as part of its purchasing system and includes tracking of RFQ, quotes and responses.

4) A detailed description of the TLS Contractor's corrective action plan outlining its procedures to prevent recurring RFQ no-bid or quote responsiveness issues.

5) The TLS Contractor shall establish and maintain procedures to ensure that there are controls over RFQ response times, including oversight and surveillance of RFQ submissions and responses from suppliers and transportation vendors, to ensure timely quote submissions in response to RFQs. *Oversight* means a process of review, assessing and evaluating the subcontracted effort to ensure it adheres to the established plans, schedule, specifications, regulations, and standards. *Surveillance* means a planned, documented, and systemic approach to monitor performance of the subcontracted effort.

e. The Government reserves the right to make unilateral, downward revisions to any or all of the foregoing performance metrics during the period of contract performance at the Contracting Officer's sole discretion.

Failure to meet these requirements shall subject the Contractor to corrective and/or remedial action under the contract. The Government also reserves all rights and remedies provided under the contract in the event the Contractor fails to meet these performance metrics requirements.

10. Pricing

a. **Price Evaluation List**:

1) A Price Evaluation List (PEL) is identified in REVISED Attachment A – Volume II – Pricing (Tab 1). The PEL is considered a representative sample of the types of items that may be required by DLA Troop Support customers throughout the duration of the contract. The list illustrates the types of supplies that have been provided under the previous MRO Contracts, which the TLS contractor(s) may be required to furnish under the resultant contracts for the current initiative. It should be noted, if it is determined that one of the exceptions in Class Deviation 2026-O0045 – Revolutionary FAR Overhaul Part 16, DFARS Part 216, FAR 16.507-6(b) applies to an order, DLA Troop Support may direct the award to one contractor.

(i) **Superseded Part Number Items**: If an item on the PEL is superseded during the contract term, the Contractor shall advise the Contracting Officer. If there is no change to the part's form, fit, function, configuration, application, or physical nature and is therefore an exact item of replacement, PEL pricing will remain applicable. If there is a change such that it is not an exact item replacement, the Contractor shall include complete information from the manufacturer concerning the replacement item as it relates to the form, fit, and function, configuration, application, or physical nature of the superseded item. The Contracting Officer will make the determination whether the superseded item represents a "new" item. If the determination by the Contracting Officer is that the superseded item is NOT an exact item of replacement, PEL pricing will not be applicable.

(ii) **End of Life (EOL)**: If an item on the PEL has been classified as EOL by the manufacturer, the Contractor shall provide supporting documentation to the Contracting Officer. PEL pricing will not be applicable after the last production date.

2) During the post-award competition of delivery orders, the contractor may not submit a quote for a PEL item or Acceptable Alternate with a price that exceeds the applicable contractual ceiling price. Contractors are encouraged, when competing for delivery orders, to provide a quote less than their ceiling price. DLA Troop Support will verify that prices do not exceed the ceiling prices during contract performance. There is no established ceiling price for non-PEL items and/or incidental services, though the Incidental Service Scenario pricing may be utilized as a benchmark should this type of service be requested during contract performance.

3) In the event that the Contractor receives pricing from its' suppliers for a PEL item that is lower than the ceiling price proposed in its Price Proposal, the Contractor shall submit the lower, quoted price as the unit price. Failure to do so will be noted in the contractor's annual CPARS report. The Government reserves the right to take the appropriate action (including, but not limited to, the issuance of a demand or claim for repayment of the difference between the price paid and the lower quoted price) to remedy such noncompliance.

b. **PEL ceiling price**:

1) The unit prices for the PEL and Acceptable Alternates will become F.O.B. Destination firm-fixed ceiling prices after contract award.

2) The PEL firm-fixed ceiling prices will constitute a ***Not to exceed CEILING PRICE*** for the base period and each applicable option year **for <u>any</u> destination** for items on the PEL.

3) The PEL ceiling price is firm-fixed for each pricing period and any destination worldwide. During contract performance, the unit prices PEL items shall not exceed the ceiling prices established at contract award for any destination worldwide; however, contractors are encouraged, when competing for delivery orders, to provide a quote less than their ceiling price.

Prices offered to the Government shall not exceed the commercial selling prices and F.O.B Destination shipping rates at which the TLS Contractor's commercial supplier(s) and/or subcontractor(s) routinely offer the same quantity of their products for sale to the general public in the ordinary course and conduct of their businesses.

c. If the Government issues multiple awards, all orders over the micro-purchase threshold shall be competed amongst all awardees pursuant to the fair opportunity requirements of Class Deviation 2026-O0045 – Revolutionary FAR Overhaul Part 16, DFARS Part 216, FAR 16.507-2, <u>except</u> that the Government reserves the right to direct orders to a particular source under urgent circumstances, to meet contractual minimums, or to provide economy and efficiency as a logical follow-on to an order already issued in accordance with Class Deviation 2026-O0045 – Revolutionary FAR Overhaul Part 16, DFARS Part 216, FAR 16.507-6. A fair and reasonable price determination will be made on all line items. Items where pricing cannot be determined to be fair and reasonable will not be approved by the Contracting Officer, and thus will not be ordered. In the event that there is not an item description sufficient for the TLS vendor to quote on the requested item or to identify potential alternate items, DLA Troop Support may provide additional technical information to facilitate sourcing.

d. To the maximum extent possible, the Contractor(s) must obtain quotes directly from the manufacturer of an item, thereby minimizing the use of third-party vendors. At any time during contract performance, the Contracting Officer may require the contractor to provide documentation justifying the need to utilize a third-party integrator and justifying any costs associated with the use of a third-party integrator. For example, the contractor may show that use of a third-party integrator was required under circumstances where the integrator provides kitting services that are not available from the manufacturer or an authorized distributor of the items. If, after award of a delivery order, the Government determines that the use of a third-party integrator is not warranted and/or the costs associated with the use of the integrator are not justified, the Government will pursue any and all legal remedies available against the TLS contractor.

e. The TLS Contractor is required to provide the supporting documentation necessary for all pre-award and post-award fair and reasonable price determinations, in accordance with the terms of DLA Directive (DLAD) Procurement Note C08 Tailored Logistics Support Purchasing Reviews (FEB 2017). For post-award reviews, the contractor will have seven (7) days to submit the required documentation, once it is requested by DLA Troop Support. The contractor may also be asked, at any time and at the sole discretion of the Contracting Officer, to supply additional documentation to aid in the Contracting Officers' fair and reasonable price determinations and shall comply with all such requests. The Contracting Officer has the sole discretion to determine whether a price is or is not fair and reasonable. If a price is determined not to be fair and reasonable after payment has been made, the contractor shall be liable for and shall refund the difference between the price paid and the price determined to be fair and reasonable for the item(s) purchased.

11. Limitations on Pass-Through Charges

The Contractor shall not be entitled to payment for excessive pass-through charges and shall exclude excessive pass-through charges in the contract price and in any invoices submitted. Excessive pass-through charges are charges resulting from or attributable to the Contractor's or its subcontractors' effort when that effort did not add substantive value to the work performed under the contract. The Contracting Officer shall determine if excessive pass-through charges exist. The Contractor has the burden of establishing, to the Contracting Officer's satisfaction, the value it or its subcontractors at any tier added to the work performed under the contract. In the event that the government discovers potential excessive pass-through charges, the government may require the Contractor to submit invoices and other documentation from all tiers to substantiate the value added at each tier; the Contractor's failure to provide acceptable documentation substantiating value added is sufficient, without more, to establish that excessive pass-through charges exist. If the Contracting Officer determines that excessive pass-through charges exist, the Government shall be entitled to a prospective price reduction and a retroactive refund for the amount of excessive passthrough charges included in the contract price. The Contracting Officer, or authorized representative, shall have the right to examine and audit all the Contractor's records (as defined at FAR 52.212-4(t)(3) **(DEVIATION 2026-O0038) (FEB 2026)**) relevant to the existence of excessive pass-through charges; failure to exercise this right shall not constitute a defense to a determination of excessive pass-through charges or the Government's assertion of remedies.

12. Information Technology (IT)/Order Receipt Processing

For purposes of this program TLS Contractors shall, at a minimum, provide the following after any resultant award:

a. Email capabilities for the receipt of "requests for quotes" for MRO items forwarded by DLA Troop Support to each Contractor.

b. EDI capabilities to transmit customer order information to DLA Troop Support and for invoicing DFAS.

1) To facilitate EDI transaction exchange, the Contractor is responsible for obtaining and maintaining a Value-Added Network (VAN) for the term of the contract. The cost of the VAN will be borne entirely by the Contractor.

2) At a minimum, the Contractor shall be able to support the following American National Standards Institute (ANSI) X12 transaction sets:

- 810 Invoice
- 824 Application Advice
- 850 Purchase/Delivery Order
- 855 Purchase Order Acknowledgment
- 856 Advanced Shipping Notice
- 865 Purchase Order Change

The TLS Contractor is not authorized to perform until receipt of the 824, Application Advice, transaction. The Government is not liable for any costs that the TLS Contractor incurs before receipt of the 824 transaction.

3) 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 with the payment office prior to submitting electronic invoices.

Additional transactions may be required during contract performance and the TLSP Contractor shall accommodate such transactions at no additional cost to the Government.

c. **Usage Data**: The Contractor shall be able to send a delimited ASCI II text file with line-item usage data.

d. **Equipment and EDI Requirements**:

1) Information regarding the Electronic Data Interchange (EDI) transactions, the American National Standards Institute (ANSI) X12 transactions, and DLA transaction services approved VANs can be obtained from the DAAS web site by going to https://home.daas.dla.mil/daashome/edi-vanlist-dla.asp. Questions concerning electronic ordering should be directed to: ITOC@dla.mil.

2) The Contractor shall acquire and maintain the following minimum requirements for receiving and transmitting EDI transactions:

(i) A computer compatible with the chosen network.

(ii) A mailbox with a commercial VAN which is connected to the Distribution Point.

(iii) Translation and communication software which is commercially available and capable of receiving and transmitting X12 data in accordance with paragraph e(1) above. The Government reserves the right to "upgrade" the X12 Guideline to allow for technological enhancements which render the then current minimum requirements inadequate to permit the required EDI transmissions.

3) The Contractor shall be responsible for all errors or malfunctions regarding any EDI transmission:

(i) Caused by the Contractor's personnel or the Contractor's equipment.

(ii) Caused by the Contractor's agent or representative, or the agent's or representative's personnel or equipment.

(iii) Caused by an error or malfunction in a VAN chosen by the Contractor or its agent or representative, and such errors or malfunctions shall not be a basis for excusable delay within the meaning of the clause of the contract entitled, "Default", unless such error or malfunction is beyond the control, and without the fault or negligence of, the Contractor, the Contractor's agent or representative or the Contractor's selected VAN. When such events occur, the Contractor shall contact the Contracting Officer within twenty-four (24) hours or the next business day of first notice of the error or malfunction to arrange for retransmission. **Repeated errors or malfunctions may necessitate the termination of EDI transmissions with the Contractor and may necessitate the termination of the contract**.

4) In the event of an error or malfunction in EDI transmission caused by a Government representative or equipment, the Contracting Officer shall immediately notify the Contractor and arrange for retransmission of the data.

5) Both the Government and the Contractor agree that use of an "interchange address" in each EDI transmission **shall be the equivalent of a written signature and shall have the same force and effect as if it were a written signature**.

6) In the event of an interruption in EDI transmission, hard copy documents shall be used for conducting those transactions which were accomplished through EDI until such time as the interruption ceases.

7) The Contractor shall provide for adequate security of all EDI transmissions and protect any and all records and data from unauthorized or improper access and distribution.

8) Information regarding EDI is available at: https://home.daas.dla.mil/daashome/edi-vanlist-dla.asp

9) During the ramp-up period, the TLS Contractor shall provide the VAN that shall be used for the EDI transactions provided for under this contract. Any change in the VAN must be approved by the Contracting Officer, in writing, prior to the changeover.

10) **Disputes**: Any disagreement which arises in connection with the minimum requirements for EDI transmission or fault as to error or malfunction of EDI transmissions shall constitute a dispute under the "Disputes" clause of the contract.

11) The following ANSI X12 EDI transactions will be required to be forwarded to DLA Troop Support via DASSC:

(i) Upon email notification of the "*Successful Offer*", contractor must create an **855 - Purchase Order Acknowledgement** transaction and forward to DLA TROOP SUPPORT within two (2) working days of funding approval. This transaction will include a separate line and line-item number for each item being ordered under the delivery order. In accordance with FAR Part 4, DLA is responsible for assigning unique Procurement Instrument Identifiers (PIIDs) for each resultant delivery order.

(ii) **DLA Troop Support will approve/disapprove orders through the KO Portal. The TLS Contractor is not authorized to perform until the order is approved. The TLS Contractor will be notified of approval through the 824, Application Advice, transaction. ANY FINANCIAL COMMITMENT THAT THE TLS CONTRACTOR MAKES PRIOR TO RECEIPT OF THE 824 TRANSACTION IS AT ITS OWN RISK. The Government shall not be liable for any action that the TLS Contractor takes prior to receipt of the formal electronic authorization to proceed**.

(iii) Following approval of an order in KO Portal, the contractor will receive an order acknowledgement via an EDI 824 transaction while at the same time a final EDI 855 transaction will be sent from KO Portal through DAASC to EBS to record the obligation. The final EDI 855 transaction will establish the delivery order date. Once the final EDI 855 transaction is completed and the obligation is recorded in EBS, the purchase order will be established. Once the purchase order has been established, the contractor will receive approval notice to begin performance via an EDI 824 transaction. The shipment notice (EDI 856 transaction) will constitute the date of shipment.

(iv) Upon shipment to the customer, contractors must create and forward an **856 - Advanced Shipping Notice** transaction. The line-item number that is being shipped must be included. Multiple 856s per order are acceptable. **Note:** customer contact information will be provided for every delivery order.

(v) After customer receipt, an **810 - Invoice** transaction must be forwarded. Invoicing for the MRO Tailored Logistics Support Program will be at the line-item level. There should be a corresponding invoice line for each line on the 855 once the line has been shipped. Therefore, it is critical to maintain the same line-item number used from the 855 transaction on the 810 transaction. For example, if the item was listed as line-item number 1 on the 855 Purchase Order transaction it must be listed as line-item number 1 on the 810 Invoice transaction. The government's processing system, known as DLA Enterprise Business System (EBS), requires matching price and quantity per line item, along with the customer's Material Receipt Acknowledgement (MRA) in order to make payment.

(vi) **The TLS Contractor may use the 865, Purchase Order Change, transaction ONLY WITH THE PRIOR WRITTEN APPROVAL OF THE CONTRACTING OFFICER. Once an order is invoiced, no changes are permissible**. Any request to change a purchase order should be forwarded via email to the DLA Troop Support Contracting Officer and should include the complete PIID of the order for which the change is requested.

e. **Monthly Order Data and Usage Data**: During the term of this contract, DLA Troop Support has defined a monthly requirement of order data and usage data reporting. All data provided by the TLS will be used and viewed by C&E Management and DLA Troop Support Program personnel only. Data will not be shared and cannot be viewed by other TLS Vendors.

See Attachment D – Data Specification Document for additional requirements.

The TLS vendor is required to have the capabilities to support both required and optional order data and usage data fields.

f. **Information Security Requirements**:

1) Independent Verification and Validation

   (i) Upon request, the TLS Contractor shall provide the Contracting Officer with a copy of the contractor's most current plan of action to meet security requirements defined by the National Institute of Standards and Technology (NIST) SP 800-171. The contractor shall use the NIST Controlled Unclassified Information (CUI) Plan of Action template format found at https://csrc.nist.gov/CSRC/media/Publications/sp/800-171/rev-1/final/documents/CUI-Plan-of-Action-Template-final.docx. The plan of action shall detail the resources required to accomplish the elements of the plan, any milestones in meeting the tasks, and scheduled completion dates for the milestones.

   (ii) Upon request, the contractor shall provide the Contracting Officer with documentation verifying compliance with NIST SP 800-171 requirement 3.11.1. The documentation shall demonstrate that the contractor periodically assesses the risk to organizational operations (including mission, functions, image, or reputation), organizational assets, and individuals, resulting from the operation of organizational systems and the associated processing, storage, or transmission of Controlled Unclassified Information (CUI). Examples of appropriate documentation include but are not limited to: risk assessment; risk assessment results; risk assessment reviews; and risk assessment updates. The Contracting Officer may direct the contractor to provide other relevant documents or records if the Contracting Officer determines such documents or records are necessary to verify compliance with NIST SP 800-171 requirement 3.11.1.

   (iii) The TLS Contractor shall allow DLA's Cyber Assessment Team or a third Party Assessor to perform an on-site compliance review for compliance with DFARS 252.204-7012 of the systems owned and operated by the contractor or subcontractor that will be processing, storing, transmitting, or displaying Covered Defense Information, or that will be used to perform the requirements of the contract designated as operationally critical support, as defined in DFARS 252.204-7012. If the contractor proposes a Third-Party Assessor in lieu of the Government Cyber Assessment Team, all costs associated with engaging the assessor shall be borne by the contractor. Furthermore, the Government shall be provided with all the standards and requirements of the Third-Party Assessor in the contractor's request to use the Third-Party Assessor. If the Government proposes a Third-Party Assessor in lieu of the Government Cyber Assessment Team, the associated costs shall be borne by the Government. This will be a measured assessment with pre-defined IP address ranges identified at the start of the assessment up front and will include technical and operational reviews designed to test the rigor of all required security controls implemented. The identification of IP address ranges will be agreed upon by both the Government and the contractor during the planning phase of the assessment. The IP addresses shall include all the systems that processes, store, store, or transmit covered defense information in support of the solicitation. If this assessment is to be performed by DLA's Cyber Assessment Team or Third-Party Assessor engaged by DLA, the rules of engagement that will govern this action will be provided to the contractor at least ninety (90) days prior to the actual engagement.

2) **Continuity of Operations**: Upon request, the contractor shall provide to the Contracting Officer contingency planning documentation showing compliance with NIST SP 800-171 requirement 3.8.9, "Protect the confidentiality of backup CUI at storage locations" shall be in accordance with NIST SP 800-171A assessment procedures.

3) **Other Safeguarding or Reporting Requirements**: The cybersecurity requirements identified in this Statement of Work do not abrogate or otherwise modify the contractor's responsibility for

compliance with any other safeguard or cybersecurity related requirements contained in this contract or required by other applicable U.S. Government statutes or regulations.

4) **Subcontracts**: The contractor shall include all the information security requirements detailed above in all subcontracts and agreements with third parties that are/or will be processing, storing, or displaying Covered Defense Information in performance of the contract or that will be used to perform the requirements of the contract.

g. Offerors shall furnish the name of an Information Technology (IT) specialist point of contact (POC) with its proposal, who is capable and authorized to resolve systems, software and transmissions issues with DLA Troop Support assigned IT POCs. To increase the utility of this collected information, streamline the data collection process, and minimize data manipulation efforts, DLA Troop Support has established specific data reporting requirements. These specifications include submission time frames, vehicle or medium of submission and the data element's structure that will make up the submitted data set. As the state of the art of IT evolves, modifications may be required to accommodate the needs of DLA Troop Support and/or its customers.

13. Ordering/Request for Quote Process Overview:

a. **Competition process for all delivery orders**: All orders over the micro-purchase threshold will be competed amongst all awardees pursuant to the fair opportunity requirements of Class Deviation 2026-O0045 – Revolutionary FAR Overhaul Part 16, DFARS Part 216, FAR 16.507-2, except the Government reserves the right to direct orders to a particular source under urgent circumstances, or to satisfy a guaranteed minimum, or to provide economy and efficiency as a logical follow-on to an order already issued in accordance with Class Deviation 2026-O0045 – Revolutionary FAR Overhaul Part 16, DFARS Part 216, FAR 16.507-6(b)(3. In the event that there is not an item description sufficient for the TLS vendor to quote on the requested item or to identify potential alternate items, DLA Troop Support may provide additional technical information to facilitate sourcing.

Note: Orders under the micro-purchase threshold may be competed amongst all awardees. Orders under the micro-purchase threshold may also be auto-awarded based on historical pricing obtained from previously competed delivery orders or based on pricing submitted on the PEL and incorporated into the contract upon award.

Each Request for Quote (RFQ) will clearly state the basis for award. Price and delivery are common factors that will be used; however, other factors may be included as well. The BidWiser application Program (or its successor) will be utilized to issue the Request for Quotes (RFQs) for the individual delivery orders and to evaluate the offers received.

b. Approved customer order requests will be loaded into a standardized RFQ spreadsheet and forwarded (via email) to all TLS Contractors. A sample RFQ file layout has been provided in Attachment C. Should any missing data be identified, the DLA Tailored Vendor Logistic Support (TVLS) representative will follow up with the customer for clarification. The requirement would be re-competed with the adequate data. TLS Contractors will not have contact or discussions with the customer during the RFQ process.

c. Vendors are expected to submit quotes on a minimum of 90% of all lines under each RFQ. The TLS Contractor must submit priced quotes on all RFQs for items on the PEL on which it has an awarded ceiling price.

d. When an RFQ describes the Government's requirements for an item peculiar to one manufacturer (e.g., a particular brand-name, product, or a feature of a product that is peculiar to one manufacturer), offers of alternate items will be considered by the Government unless the RFQ expressly states that only the item peculiar to one manufacturer will be considered. A Contractor proposing an alternate item shall furnish with its offer legible copies of all drawings, specifications, or other data necessary to clearly describe the characteristics and features of the alternate product being offered. In the event that there is not an item description sufficient for the TLS vendor to quote on the requested item or to identify potential alternate items, DLA Troop Support may provide additional technical information to facilitate sourcing. Data submitted shall cover design, materials, performance, function, interchangeability, inspection and/or testing criteria, and other characteristics of the offered product. In addition, the offeror shall furnish drawings and other data covering the design, materials, etc. of the exact product cited in the RFQ along with a cross reference list comparing the features and capabilities of the alternate item offered to the exact item listed on the RFQ sufficient to enable the Government to determine whether the offeror's product is equal to the product cited in the RFQ.

Failure to provide a complete technical data package sufficient to establish that the alternate item is an acceptable substitute for the item requested shall be grounds to exclude the alternate item from consideration.

e. In the event that an offer for an alternate item is received in accordance with the terms of the contract, the Government will review the alternate item for acceptability. If the Government determines that the alternate item offered will meet its requirements, the Government may award based on the alternate item in lieu of the item originally requested, without further negotiations or amendments to the RFQ, if the alternate item offers the best value to the government based on the criteria stated in the relevant RFQ. If the Government determines that the alternate item will not meet its requirements, the Government will document why the alternate items fail to meet the Government's needs and award the original items requested, or an otherwise acceptable alternate item, in accordance with the terms of the source selection process stated in the individual RFQ.

f. In the event that an RFQ describes the Government's requirements for an item peculiar to one manufacturer and expressly states that only that item will be considered, the Government will follow the procedures contained in Class Deviation 2026-O0045 – Revolutionary FAR Overhaul Part 16, DFARS Part 216, FAR 16.507-7 concerning the justification, documentation and approval for an item peculiar to one manufacturer.

g. All TLS Contractors will fill out the following information in identified spreadsheet fields in response to an RFQ:

- TLS Contractor Part Number
- Purchase Unit Price
- Purchase Extended Price
- Lead Time
- Comments (Include, at a minimum, the manufacture's part number.)
- Trade Agreements Compliant
- Berry Amendment Compliant
- Restricted Sourcing (Domestic, Qualifying, or Designated Country) Compliant
- Country of Origin
- TLS Contractor quote is for a substitute item
- Substitute* Manufacturer Name (applicable only when an alternate item is offered)
- Substitute* Manufacturer Part Number (applicable only when an alternate item is offered)
- Substitute* Item Description (applicable only when an alternate item is offered)

- Substitute* TLS Contractor Part Number (applicable only when an alternate item is offered)
  **The term Substitute is synonymous with the term Alternate.*

h. The TLS Contractors will send (via email) the completed RFQ files to the designated DLA Troop Support contact.

The TLS Contractors shall have adequate personnel to respond to Delivery Order RFQs with the ability to expand in response to increased order volume.

Note: All awardees (TLS Contractors) will be evaluated on contractor competitiveness and participation, which includes statistics on how often a contractor submits a quote as well as how often a contractor submits a no-bid/quote or does not respond to the RFQ at all. The TLS Contractor is required to maintain a minimum of 90% Quote Responsiveness Rate metric. The TLS Contractor must submit priced quotes on all RFQs for items on the PEL on which it has an awarded ceiling price.

i. All Vendor RFQs that are received by the required date/time will be loaded into BidWiser (or its successor). The date and time for receipt of quotes will be specified on each RFQ and generally will be within three (3) business days; however, Contractors may be required to provide quotes within one (1) business day for urgent or emergency requirements.

j. The Contracting Officer will review the returned quotes and select the awardee based upon a Best Value determination as specified in the Request for Quote (RFQ). The Best Value determination could be based on Trade-Off procedures, Lowest Price Technically Acceptable procedures, or other procedures, as specified in the RFQ. The Best Value award decision factors normally will include price and delivery; however, other factors such as local material sourcing or past performance may be included, as specified in the RFQ. Awards may be made on a line-by-line basis or on a total order basis. As stated above, each Request for Quote (RFQ) will clearly state the basis for award and how the offers will be evaluated. For any RFQ for which the TLS Contractor submits quotes from third-party logistics integrators, the TLS Contractor must provide those integrators' source of supply. Should the required source information not be supplied, Contracting Officers will not approve the award of any delivery order on the basis of a quote submitted from a third-party logistics integrator.

k. Should the TLS Contractor have questions regarding a particular item or incidental service, it may contact the DLA Troop Support point of contact for clarification.

l. The Price Evaluation List (PEL) data will be used to validate that prices quoted for the PEL items do not exceed the ceiling prices established at the award of the contract. **DLA Troop Support will verify that PEL prices do not exceed the ceiling prices for destinations worldwide**.

14. Readiness Plan

Subject contracts may be utilized to support contingencies worldwide. Contingencies encompass military operations, stability operations, natural disasters, humanitarian crises, and other calamitous events and are often on short notice. Therefore, awardees under this program must maintain a readiness plan for customer support, product support, and distribution to respond to urgent requirements. Awardees must be prepared to provide support around the clock for increased quantities and/or rapid acquisition and accelerated deliveries for all items provided for under the scope of the MRO Tailored Logistics Support (TLS) Program to the Department of War (DoW), military installations, other Federal Agencies and Departments, and other authorized customers worldwide.

Note: A Surge and Sustainment Plan/Capability Assessment Plan is **not** required for this acquisition. There are no surge requirements for any items included in the PEL at the time of this solicitation. Although Surge and Sustainment Plan clauses are contained in this solicitation, offerors are not required to submit a Surge and Sustainment Plan. In the event that items are added to the PEL during the pre-award stage or are required after an award is made, the offeror and/or awardees may be required to submit a Surge and Sustainment Plan/Capability Assessment Plan. IIn such circumstances, the Surge and Sustainment Plan/Capability Assessment Plan will be provided to the Government at no additional cost.

15. Preservation, Packing, and Marking

a. Unless otherwise specified, preservation, packaging, and marking shall be to a degree of protection to preclude damage to containers and/or the contents thereof under normal shipping conditions and handling which conform to standard commercial practices and applicable carrier regulations involving shipment from the contractor to the receiving location. Commercial markings that do not interfere with the positioning of required markings on containers do not need to be removed. **All orders *must be* packaged and marked separately, per individual order, and may not be commingled with any other order**.
b. Material requiring specialized packaging and marking shall be appropriately packaged and marked in accordance with industry standards.

c. Effective October 12, 2018, Federal Standard No. 313-F, Material Safety Data, Transportation Data and Disposal Data for Hazardous Materials Furnished to Government Activities, establishes the requirement for preparation and submission of Safety Data Sheets (SDS) by suppliers who provide hazardous materials to government activities. The Occupational Safety and Health Administration (OSHA) has modified its Hazard Communication Standard (HCS) to conform to the United Nations Globally Harmonized System of Classification and Labeling of Chemicals. As a result of this change, GSA revised Federal Standard No. 313-F requiring Safety Data Sheets for classifying chemicals and communicating the applicable information on labels. Upon receipt of applicable items, TLS Contractors will be required to obtain safety data sheets consistent with the requirements found at 29 C.F.R. 1910.1200 for hazardous materials delivered to the Government. TLS Contractors will also be required to obtain Hazardous Communication Standard (HCS) labels in accordance with 29 C.F.R. 1910.1200 requirements or current Consumer Product Safety Act (CPSA), Federal Hazardous Substance Act (FHSA) labels when subject to labeling requirements under those statutes. This product labeling is required for hazardous materials delivered to the Government. The Contractor will also be responsible for maintaining all SDS and HCS labels received from suppliers on file. The Contractor will furnish copies of all applicable SDS for the authorized customers upon initial delivery of covered items (the SDS shall be included with the shipment). The TLS Contractor shall also ensure that all hazardous material is correctly labeled. The Contractor will furnish copies of all SDS and HCS labels to the Contracting Officer upon request.

   For more information on SDS, refer to OSHA's website, available at: https://www.osha.gov/law-regs.html

   For information on 29 C.F.R. 1910.1200, refer to the link below:
   https://www.osha.gov/dsg/hazcom/index.html

d. For all shipments of packaged material to the government (DVD (customer-direct) shipments), both DOD linear and 2-D bar code markings are required on military shipping labels in accordance with MIL-STD-129, Revision R (2), dated September 27, 2019. MIL-STD-129 provides numerous illustrations of what should be bar-coded and the recommended placement of the bar code. Further

information is available on the following websites:

https://www.dla.mil/HQ/LogisticsOperations/Packaging/
https://quicksearch.dla.mil/qsDocDetails.aspx?ident_number=35520

e. Requirements or Treatment of Wood Packaging Material (WPM): Assets packed in or on wood pallets, skids, load boards, pallet collars, wood boxes, reels, dunnage, crates, frames, and cleats must comply with the Heat Treatment (HT) or Heat Treatment/Kiln Dried (HT/KD) (continuous at 56 degrees Centigrade for 30 minutes) standard in DOD Manual 4140.65-M "Compliance for Defense Packaging: Phytosanitary Requirements for Wood Packaging Material (WPM)" in accordance with the process and procedures in ISPM 15 or phytosanitary requirements in Part 319 of Title 7, CFR. WPM must be stamped or branded with the appropriate certification markings as detailed in DOD 4140.65-M and be certified by an accredited American Lumber Standards Committee (ALSC)-recognized agency. The WPM certification markings must be easily visible, especially in pallet loads, to inspectors.

f. Palletization shall be in accordance with the following requirements. Among the required pallet's characteristics are wing type and four-way entrance. Complete specification of the acceptable pallets can be found in Part 9 of ANSI MH1.

1) Shipments of identical items packed in four or more unit, intermediate or shipping containers exceeding a total of 20 cubic feet per destination shall be palletized except when the containers are required to be skidded (Para 4 of Requirements), by contract requirements, or consist of a shipping container that exceeds the size or weight limitations for palletized loads (see ANSI MH1 Part 9, Table 9-4). Shipments packaged in accordance with ASTM D 3951 and/or MIL-STD-2073-1 shall be palletized in accordance with MIL-STD-147. Additionally, when the total number of containers going to the same destination is 250 pounds or greater (excluding pallet), or a volume of 20 cubic feet or greater, then palletization IAW MIL-STD-147 is required. The load shall be prepared and secured in a manner that will ensure carrier acceptance and permit safe re-handling at destination. Loads shall be stable and should not exceed the size and overseas limitations of MIL-STD-147. Glued loads shall not be used. Overhang of Unit Load shall not be permitted.

2) For Level A packing, pallets shall utilize ANSI/MHIA-MH1, Part No. MH1/9-05SW4048 pallet. The total weight of the unitized load shall not exceed 3000 lbs. evenly distributed.

3) For Level B packing, pallets shall utilize ANSI/MHIA-MH1, Part No. MH1/9-02SW4048 pallet for unit loads less than 1500 lbs. evenly distributed. For unit loads greater than 1500 lbs. but less than 3000 lbs. evenly distributed, ANSI/MHIA-MH1, part numbers MH1/9-03SW4048, MH1/9-05SW4048 or MH1/9-10BW4048 pallet shall be utilized.

4) Residual quantities of less than the quantity required for one course of the load need not be palletized. e. Palletization is not required for shipping containers that are constructed on skids. Unit/Intermediate/Shipping containers, except drums, exceeding 70 pounds gross weight or 40 inches in length, may be constructed with skids. Skids shall be a minimum of 3 X 4-inch (nominal) lumber and shall be securely attached to permit multiple handling at destination.

g. The contractor shall obtain Safety Data Sheets (SDS) and Hazard Warning Labels (HWL) upon receipt of items requiring them. Hazardous material includes any material defined as hazardous under Federal Standard 313. SDS must meet the requirements of 29 C.F.R. 1910-1200(g) and Fed-Std-313. A copy of the SDS shall accompany each shipment.

h. A packing list/slip shall be enclosed with each shipped order, containing, at a minimum, the following

information: TLS Contractor's name, delivery order number, job order number (if necessary), document number, delivery site, date of order, itemized list of supplies included in the shipment, quantity ordered, and quantity shipped, burdened unit price and any special instruction. Return shipping information should also be included in the package. The product number used in the order and confirmation shall be duplicated on the packing slip. The prices shown on the packing list/slip must be identical to the order price. To ensure that all receiving activities can properly identify items for other than routine orders, the packing list/slip shall be annotated as follows:

1) "URGENT DELIVERY" or "EMERGENCY DELIVERY" for requirements with urgent or emergency deliveries; and/or

2) "REQUIRES SPECIAL HANDLING AND/OR STORAGE" for requirements requiring special handling and/or storage.

i. **National Stock Numbers (NSN)**: NSN items shall have bar coding in accordance with MIL-STD-129 and commercial packing in accordance with ASTM D 3951.

j. The TLS Contractor must be able to provide fully traceable certifications or proof of delivery documentation for each shipment. In the context of shipments and logistics, a fully traceable certification (often referred to as a Traceability Certificate) is a document providing objective evidence that a product, measurement, or material can be tracked through an unbroken chain of records from its origin to its final destination. In any instance in which a customer has reportedly not received a shipment or material, the contractor shall demonstrate to the satisfaction of the Contracting Officer that delivery has occurred, through submission of proof of delivery (POD) documentation that is satisfactory to the Contracting Officer. When the contractor is advised of such instances, the contractor shall immediately provide POD, copies of the relevant packing slips, and any other pertinent documentation that establishes the delivery of the requisite order items, in the proper quantities, to the appropriate customer or ordering activity. Contractors are advised that the commercial carrier POD alone may not be considered sufficient documentation if the items/quantities cannot be determined by the Contracting Officer, and delivery of the requisite items in the proper quantities cannot, therefore, be ascertained. **The Contracting Officer retains sole discretion to determine whether POD and delivery documentation is sufficient.**

16. Hazardous Material and Transportation:

a. The Contractor shall be responsible for all shipment of products in accordance with the DTR, 49 CFR 170-178, IMO-IMDG, ICAO-IATA, MFTRP No. 1C, and MilAir (AFMAN24-204). TLS contractor shall be responsible for all customs documentation with a ship from location outside the United States. The contractor is responsible for shipment to the Customer's destination.

b. The TLS Contractor must submit a shipping request form containing shipment and hazardous information to obtain shipping instructions and carrier documentation. Shipping request forms are to be submitted to DLA Distribution, Transportation Division via Email: delivery@dla.mil or dlacontactcenter@dla.mil and Phone: 1-717-770-4472 and Facsimile: (269)704-7930. The TLS contractor is responsible for certifying the Shipper's Declaration of Dangerous Goods for hazardous materials to the ultimate consignee. When applicable, the TLS contractor is required to certify the materials for the various modes of transportation each shipment will be transported. (An example of this is a shipment moving from a contractor's location via ground transport to a military aerial port. Contractor will need to complete a Shipper's Declaration of Dangerous Goods for ground movement and a Shipper's Declaration of Dangerous Goods for military air movement).

c. Please access the web links below for more information regarding Hazardous Material and Transportation.

DTR - Defense Transportation Regulation
https://www.ustranscom.mil/dtr/

49 CFR 170-178 - Code of Federal Regulations
https://www.ecfr.gov/current/title-49/subtitle-B/chapter-I/subchapter-C/part-178

IMO-IMDG - International Maritime Organization-International Maritime Dangerous Goods
https://phmsa.dot.gov/hazmat/regs/international/imo

ICAO-IATA - International Civil Aviation Organization - International Air Transportation Association www.iata.org/dangerousgoods

MilAir (AFMAN24-204(I)) Air Force Interservice Manual
http://static.e-publishing.af.mil/production/1/af_a4/publication/afman24-604/afman24-604.pdf

Military Freight Traffic Unified Rules Publication-1 (MFTURP-1)
https://www.army.mil/artrans#org-industry (located under the "Guidance Publications Forms Reports Training" tab, under the Essential Transportation Guidance)

17. Discrepant Orders and Returns

a. In addition to the warranties contained in FAR 52.212-4(o), the TLS Contractor must provide at least the same warranty terms, including offers of extended warranties, offered to the general public in customary commercial practice for all items acquired under the resultant contract.

d. The contractor will accept returns under the conditions listed below; and if the ordering activity still requires the product(s), the contractor shall replace the items:

1) Products shipped in error

2) Products damaged in shipment

3) Products with concealed shipping damage

4) Products which are recalled, regardless of level of recall, except when the manufacturer's policy states otherwise, in which case, the manufacturer's disposition instructions will be followed

5) Other returns consistent with the TLS Contractor's normal return policy to include return of excess material ordered by the customer based on a project estimate.

e. The contractor will only be paid for material the ordering activity has received and accepted. Customers will report all discrepancies to the contractor, who must report all discrepancies to the Contracting Officer and the Contracting Officer's Representative, if appointed.

f. If the ordering activity/customer does not need replacement of the returned products, the contractor shall notify the Contracting Officer. DLA Troop Support will then process a reimbursement action against the contractor for the prompt return of any expended dollars back to the Government.

g. The contractor shall provide disposition instructions to the customer, with copy to DLA Troop Support, within 15 days of notification of receipt of discrepant goods; after 15 days of notification, the customer may return the discrepant material to the contractor's address at the contractor's risk and expense, regardless of whether the contractor has furnished disposition instructions. Expenses incident to the examination, testing, and return shipment of materials or supplies that have been rejected will be borne by the contractor. DLA Troop Support will coordinate discrepancy resolution.

18. Restocking Fees

a. In the event that:

1) An order is cancelled when deliveries are in route; or

2) Ordered quantities are returned to the contractor and those items returned are not expected to be resold within 180 calendar days,

The contractor may charge a restocking fee, to be negotiated at the time it is incurred. The contractor shall provide documentation substantiating that the material cannot be returned without charge, that the restocking fee is a reasonable charge, which is consistent with customary commercial practices, and that one of the above conditions has been met. Any restocking fee charged shall not exceed the actual cost charged to the contractor by its supplier and shall not exceed that charged by its supplier in the ordinary course of its business.

b. Notwithstanding the preceding subsection, the contractor **shall not** charge a restocking fee if:

1) The order is delinquent, and the customer chooses to cancel the order prior to delivery; or

2) The restocking fee would not be charged to the contractor's/subcontractor's commercial customers; or

3) The return is covered under Section 17 "Discrepant Orders and Returns" of this Statement of Work; or

4) The entity from which the material was supplied will accept a no-cost return.

The Contractor may be required to provide documentation substantiating that the material cannot be returned without charge, that the restocking fee is a reasonable charge, which is consistent with customary commercial practices, and that one of the above conditions has been met.

19. Recall Notification of Items/Supplies

a. In the event that any items/supplies acquired hereunder are recalled from the marketplace by the TLS Contractor, supplier, or manufacturer, the TLS Contractor shall follow the procedures set forth below.

1) Immediately notify the following personnel:

(i) Customers that have received the recalled product/item; and

(ii) DLA Troop Support Contracting Officer.

2) Provide the following information to the DLA Troop Support Contracting Officer:

(i) Reason for recall.

(ii) Description of product/item.
(iii)Quantity of product/item distributed.

(iv)List of customers that have received the product/item; and

(v) Name and phone number of the recall coordinator.

3) The TLS Contractor shall provide a Final Status Report on Recall, when completed, to the DLA Troop Support Contracting Officer.

b. The TLS Contractor shall, at the Government's option, either reimburse the Government or repair/replace the recalled items/supplies. Upon notification by the Contracting Officer or Manufacturer that supplies acquired hereunder have been recalled (both voluntary and/or involuntary), the TLS Contractor shall:

1) Accept Certificates of Destruction from the Government after the supplies have been properly disposed of.

2) Request return of the supplies; or

3) If supplies may be repaired on site without transporting them from their location, furnish all materials necessary to effect repairs.

c. Replacement or reimbursement will be accomplished by the TLS Contractor immediately following receipt of Certificates of Destruction or returned supplies.

d. The costs of replacement or repair of supplies, and transportation and handling costs for movement of returned, replaced, or repaired supplies shall be paid by the TLS Contractor. The provisions of this clause are applicable only when the value of the recalled supplies in the possession of the Government amounts to $100 or more. The rights and remedies of the Government provided in this clause are in addition to, and do not limit, any rights afforded to the Government by any warranty or other clause in the contract.

20. Inspection and Acceptance

The point of inspection and acceptance for items supplied under the resulting contract shall be the destination, defined as the delivery location specified by the customer. The Government, however, reserves the right to inspect and test supplies called for by the contract, at all places (including the place of manufacture) and times (both before and after acceptance).

21. Quality Control System

The TLS Contractor must maintain a comprehensive quality control system. The contractor's quality control system must be in accordance with industry standards and have the capability to ensure adherence to Government standards (to include preservation, packaging, marking/labeling, and bar-coding requirements). The contractor's quality control system must account for all applicable federal, state, and local codes, standards, regulations, and ordinances, except where specifically stated, including but not limited to, the latest edition of applicable codes published by the following organizations: American National Standards

Institute (ANSI), American Society of Heating, Refrigerating and Air-Conditioning Engineers (ASHRAE), American Society for Testing and Materials (ASTM), Equipment Under Control (EUC), National Electric Code (NEC), National Electrical Installation Standards (NEIS), National Electrical Manufacturers Association (NEMA), National Fire Protection Association (NFPA), Underwriters Laboratories (UL), and Safety and Health Requirements Manual (EM 385-1-1).

The TLS Contractor shall ensure that all products tendered meet the appropriately recognized industry standards regarding inspection, testing, marking, and general quality. Additionally, contractors shall ensure that all products delivered to authorized customers comply with the product descriptions and specifications as requested by the customer. Contractors shall ensure adequate quality control procedures are implemented to ensure customer requirements are filled accurately and that high quality material is provided in accordance with the specified order requirements. At a minimum, this must include the kind, count, and condition of the material provided.

22. Reports and Audits

Order Data and Usage Data. The TLS Contractor shall submit monthly order data to DLA Troop Support on the 5th day of the following month that the order was accepted by the TLS Contractor. The TLS Contractor shall submit monthly usage data to DLA Troop Support on the 5th day of the following month from the end of each calendar month covering each line shipped under the contract in the preceding month. Data shall be arranged to provide Government access on a line-by-line basis. The required format for submission of this information is contained on Attachment D to the Solicitation, titled "Data Specification Document." The TLS Contractor's usage data will be routinely audited for accuracy and completion.

Note: THE DATA SUBMITTED SHALL CONTAIN THE *ACTUAL MANUFACTURER'S* NAME AND THE MANUFACTURER'S PART NUMBER. ANY OTHER METHOD OF IDENTIFYING THE MANUFACTURER AND MANUFACTURER'S PART NUMBER, SUCH AS A SYSTEM UNIQUE TO THE VENDOR, IS UNACCEPTABLE.

a. **Aged MIPR Audit**. On a monthly basis, DLA Troop Support may request a status report on MIPRs against which no orders have been placed in over 120 days.

b. **CPARS.** The contractor's performance under the contract including, but not limited to, the performance metrics listed in the Statement of Work under Section 9 "Performance Metrics", customer satisfaction, and socioeconomic performance will be recorded in CPARS. CPARS is a web-based system used to input data on contractor performance. Once the data is entered into CPARS, it is then uploaded to the Supplier Performance Risk System (SPRS) database and is made available for use in source selections.

c. **Ethics Plan.** Within 30 calendar days after contract award, the contractor shall provide its written code of business ethics and conduct to the Contracting Officer. See CONTRACTOR CODE OF BUSINESS ETHICS section of this solicitation.

d. **In Process Reviews.** The contractor and the DLA Troop Support Contracting Officer may meet on an annual basis to discuss any issues related to the contractor's performance and customer satisfaction.

e. **Tailored Logistics Purchasing Reviews Affirmation.** Annually, the contractor will provide a letter affirming compliance with Procurement Note C08 Tailored Logistics Support Purchasing Reviews as applicable.

The Government reserves the right to request additional reports at any time during the performance of the resultant contract(s). The contractor shall supply any such reports at no additional cost to the Government.

23. Additional Requirements

a. The Contracting Officer reserves the right to visit the Contractor's site(s) should conditions warrant, i.e., visits would be conducted to review the Contractor's methods used to meet the terms of the contract and to verify those terms are being met.

b. Customer Support: Annually, the Contracting Officer will evaluate customer satisfaction under the program, and it will be included as part of the Contractor's past performance record. Customers will be surveyed using the following rating system:

1) Exceptional – The vendor's performance exceeded customer requirements. There were few concerns raised by the customers. Any concerns were minor, and the vendor took corrective actions that were highly effective in resolving those concerns.

2) Very Good – The vendor's performance met or exceeded customer requirements. There were some concerns raised by the customers. Any concerns were minor, and the vendor took corrective actions that were effective in resolving those concerns.

3) Satisfactory – The vendor's performance met customer requirements. There were some concerns raised by the customers. Any concerns were minor, and the vendor took corrective actions that appear to have been or were satisfactory in resolving those concerns.

4) Marginal – The vendor's performance did not meet some customer requirements. The customer raised serious concerns. The vendor was either unable to identify corrective actions, or the proposed corrective action was either marginally effective or not fully implemented.

5) Unsatisfactory – The vendor's performance did not meet most customer requirements. The customer raised multiple serious concerns for which the vendor's corrective action was ineffective.

24. Worldwide Packing List

The TLS Contractor shall comply with worldwide packing lists requirements as instructed by the U.S. Army Transportation Command (ATRANS). Please visit https://www.dla.mil/Logistics-Operations/Packaging/ for general information on packing lists and related requirements. For question regarding commercial packing, freight movement, containerization instructions and international freight requirements please visit https://www.army.mil/artrans or contact the ARTRANS Fleet Manager via email at usarmy.scott.artrans.mbx.dodx@army.mil.

25. Humanitarian and Disaster Relief (HADR) Support

The TLS Contractor may, during contract performance, be called upon to provide support in response to natural disasters or humanitarian crises. Offerors must be able to respond quickly to emergency situations. Offerors may be asked to significantly increase personnel or other resources during contingency operations in order to meet urgent and unexpected demand. Any necessary increases in personnel and other resources shall be provided at no additional cost to the Government. Offerors must take this into consideration while submitting their Price Proposals.

26. Record-Audit Rights

The offeror agrees to maintain accurate business records, books, and account information relating to the products purchased by DLA Troop Support under this contract, including records relating to shipping, billing, and payments. Such records shall be retained for a period of at least three years from the date of the last invoice submitted in connection with the performance of this contract and shall, at all times, be made available to the Contracting Officer upon request. All records related to individual delivery orders must be accessible to the Government through the contractor's purchasing system within this three-year period. All such records, books, and account information, and any inventory of products produced and/or supplied exclusively for this contract may be audited or inspected by the DLA Troop Support Contracting Officer or his/her authorized representatives upon reasonable notice at all reasonable times. The DLA Troop Support Contracting Officer or his/her authorized representatives may use audit software to access and review such records, books, or account information maintained by the supplier in electronic form.

27. Motor Vehicles and Transportation Equipment

Unless specifically stated elsewhere in the contract, the Contractor shall provide and operate all motor vehicles and any other transportation equipment required for the performance of this contract at its own risk and expense.

28. Report of Damage, Destruction, Injury, or Death.

The Contractor shall submit a full and written report of damage, destruction, personal injury, or death to the Contracting Officer within 72 hours following:

The damage or destruction of any equipment, cargo, or any other property of any type, nature, or description, whether owned by the Government or not, through any act of the Contractor, its agents, servants, or employees, or through any other cause whatsoever arising out of and during the performance of this contract.

Personal injury to or death of any person through any act of the Contractor, its agents, servants, or employees, or through any other cause whatsoever arising out of and during the performance of this contract, of which the contractor is aware.

Personal injury to or death of any person engaged directly or indirectly in the performance of this contract.

29. Local Law and Government Relations

The contractor will be responsible for complying with all applicable local laws during the full term of the contract, including the base period and each option that may be exercised. If the contractor is required to make workforce adjustments in order to comply with local law, such adjustments shall be the sole responsibility of the contractor with no additional cost to the Government.

30. Security Measures/Force Protection

a. The DLA Troop Support Construction and Equipment ("C&E") Directorate provides worldwide logistics support during peacetime as well as during regional conflicts, contingency operations, national emergencies, and natural disasters. At any time, the United States Government, its personnel, resources, and interests may be the target of enemy aggression to include espionage, sabotage, or terrorism. This

increased risk requires DLA Troop Support to take steps and ensure that steps are taken to prevent deliberate tampering with, damage to, and/or sabotage of MRO items.

b. As the holder of a contract with the Department of Defense, the Contractor must be aware of the vital role it plays in supporting the Government's customers. It is incumbent upon the Contractor to take action to ensure the quality and condition of MRO items delivered to all customers.

c. The Contractor shall ensure that all MRO items and/or their packaging have not been tampered with throughout the manufacturing, storage, and delivery process. The TLS Contractor will immediately inform the Contracting Officer of any attempt or suspected attempt by any party or parties, known or unknown, to tamper with the MRO items delivered.

d. The following security guidance is also provided for selecting and overseeing transportation subcontractors in the performance of this Contract:

1) The Contractor and/or its relevant subcontractors must ensure that boxes, bags, packaging, etc. are intact and demonstrate no evidence of tampering. All incoming truck drivers should provide adequate identification upon request. Visitors should also be properly identified and have limited access to those areas appropriate for their visit. Procedures for storing products should adequately control access to eliminate any possibility of product alteration.

2) The Contractor and/or its relevant subcontractors shall ensure that open trucks are never left unattended, and bolt-seals shall be used, when possible, to designate loaded trailers. Security seals shall be properly placed on all delivery vehicles and registered/logged in per delivery. The Contractor will ensure that employee background checks are up to date. The contractor will ensure drivers have communication devices available in the event of an emergency and establish emergency phone numbers for them to use. Firms should keep a low profile and share customer routes, etc. on a need-to-know basis. Review of overall organizational corporate security plans should be conducted and consider whether private security firms are needed to assess or reduce risk. It is important to convey to all warehouses, office and fleet personnel that security should not be taken lightly, and any suspected adulteration or evidence of product tampering must be reported immediately.

3) The Contractor shall prevent the unauthorized release of any sensitive and/or classified information coming into its possession by all employees. The Contractor shall provide sensitive information only to those of its employees and subcontractors who have a need to know the information in furtherance of the performance of their duties. Information made available to the Contractor by the Government for the performance and/or administration of this Contract shall be used only for those purposes and shall not be used or disclosed for any other purpose without the written agreement of the Contracting Officer. The Contractor shall establish, maintain, and execute communications, operations, and information systems security programs adequate to prevent unauthorized disclosures of sensitive and/or classified information.

31. Theater Support

a. Management: The Contractor shall ensure that all of its employees, subcontractors, subcontractor's employees, invitees and agents comply with all guidance, instructions, and general orders applicable to contact with the U.S. Armed Forces issued by the Theater Commander or his/her representative, as well as all pertinent Armed Services and/or Department of Defense directives, policies and procedures, as well as all federal statutes and regulations, judicial interpretations and international agreements (i.e. Status of Forces Agreements, Host Nation Support Agreements, etc.) applicable to the U.S. Armed

Forces. This will include any and all guidance and instructions issued based upon the need to ensure mission accomplishment, product protection and safety. Disputes are to be resolved by the Contracting Officer. Notwithstanding the above, the Contracting Officer is the only authorized official who may increase, decrease, or alter the scope of work to be performed, and any orders or instructions interpreted by the Contractor as impacting the scope or cost of the contract shall immediately be brought to the attention of the Contracting Officer for resolution.

b. Oversight of Personnel: The Contractor and its subcontractor(s) at all tiers shall take reasonable steps to ensure the good conduct of their employees and shall at all times be responsible for the conduct of their employees and those of their subcontractors and invitees while such individuals are engaged in the performance of this Contract. The Contractor shall promptly resolve, to the satisfaction of the Contracting Officer, all employee performance and conduct problems identified by the Contracting Officer or his/her designated representative(s). The Contracting Officer may direct the Contractor, at its own expense, to remove or replace any employee failing to adhere to instructions and general orders issued by the Theater Commander or his/her designated representative. The Contracting Officer may also direct the Contractor, at the Contractor's own expense, to remove or replace any employee that has been determined to be a force protection risk. The Contractor will replace any such employee within seventy-two (72) hours, or as instructed by the Contracting Officer.

c. Personnel: The Contractor shall provide a workforce possessing the skills, knowledge, training, equipment, and certifications required to satisfactorily perform the requirements under this Contract. Documentation establishing that all employees possess the requisite certifications, qualifications, and background checks required under the Contract must be presented to the Contracting Officer and/or his/her designated representative upon request. Contractor and subcontractor personnel (at all tiers) shall not have been convicted of any felony, shall not have been declared incompetent by reason of mental defect by any court of competent jurisdiction, and shall not suffer from habitual drunkenness or narcotics addiction or dependency, as evidenced by a recognized drug/alcohol testing procedure or possession of unauthorized substances or paraphernalia.

1) The Contractor shall configure its resources such that no delay in delivery occurs due to leaves of absence and/or non-availability of physical resources such as vehicles or communication equipment.

2) All Contractor personnel and subcontractor personnel (at all tiers) performing under this Contract shall be a minimum age of eighteen years and shall have neither a criminal record, nor existing warrants for any crimes. No such personnel shall be affiliated with associations, elements, groups, organizations, and/or programs that seek to undermine the legitimacy or initiatives of the U.S. Government and/or coalition forces.

3) The Contractor shall employ only persons able to speak, read, write, and understand English for those positions requiring them to interact with clients and other government personnel, and/or where English is used or essential to provide product, or record data, information or service.

4) The Contractor's employees and subcontractors shall obtain all passports, visas, badges, or other documents necessary to enter and/or exit any areas identified by the Contracting Officer as necessary to performance under the Contract. Contractor and subcontractor personnel must be authorized to receive Common Access Cards (CACs) and/or other Base Access Badges, as necessary, which shall be issued by the relevant U.S. Government Authorities. The Contractor and/or its designated subcontractor(s) shall communicate directly with the customer to obtain all access requirements, and all base access requirements must be adhered to. All Contractor employees and/or subcontractors

shall be subject to the customs processing procedures, laws, agreements and duties of the country to which they are deploying for purposes of making deliveries under this Contract.

d. Risk Assessment and Mitigation: The Contractor will brief its employees and subcontractors regarding the potential danger, stress, physical hardships and field living conditions of performing under this contract. The Contractor will designate a point of contact for all planned deliveries and will prepare plans for support as required by the Contract or as directed by the Contracting Officer. Upon request, the Contractor will provide a list of suitable or qualified subcontractors, including local vendors in an area of operations, for the purpose of issuance of identification badges and/or for access purposes.

e. Vehicle and Equipment Operation: The Contractor shall ensure that its employees and/or subcontractors possess the required civilian licenses to operate the equipment necessary to perform the Contract in the theater of operations in accordance with the Statement of Work. The Contractor acknowledges that the Contractor, its employees, and/or its subcontractors may be held jointly and severally liable for all damages resulting from the unsafe or negligent operation of equipment.

f. Shipping and Container Management: The Contractor shall be responsible for managing the flow of delivery under this Contract. Planned and unplanned delays such as supply route blackouts, local holidays and border closures must be considered in the schedule for movement of supplies and reflected in the delivery timelines quoted for each delivery order.

32. Mandatory Eligibility for Installation Access

a. U.S. and Coalition Commanders possess inherent authority to maintain law and order, provide security, and impose discipline necessary to protect the inhabitants of U.S. and/or Coalition installations, U.S. and Coalition personnel operating outside of installations, and U.S. or Coalition- funded developmental projects throughout the geographical locations supported under the MRO TLS Program. This authority allows commanders to administratively and physically control access to installations and/or project sites, and to bar contractors, including prime contractors, subcontractors at any tier, and any employees, from an installation or site. A commander's inherent force protection (FP) authority is independent of an agency's contracting authority, and it may not be superseded by any contractual term or provision.

b. The Contractor acknowledges that submission of a quote or proposal; acceptance of contract or delivery order award of any type; or continuing effort under this Contract, requires that the Contractor, as well as all subcontractors under any affected contracts be initially eligible – and remain eligible during the entire period of contract performance (to include any warranty period) – for installation access to a U.S. and/or Coalition installation, regardless of whether the performance will take place on or off of a U.S. or Coalition installation.

c. Currently, to be eligible for installation access, TLS Contractors are required to register for installation access in the Joint Contingency Contracting System (JCCS) and are responsible for keeping the information in the system updated at all times. TLS Contractors may verify their registration at https://www.jccs.gov/jccscoe by selecting the "Vendors Login" module and logging in with their username and password. The TLS Contractor must be registered, approved, and eligible for installation access prior to award, and remain eligible for installation access for the life of the contract. Additionally, the Government reserves the right to require OCONUS and CONUS subcontractors (at all tiers) to be registered, approved, and eligible for installation access at any time during contract performance, and to remain eligible for installation access for the life of the contract.

d. The TLS Contractor shall immediately notify the Contracting Officer of any change in the subcontractors involved in any aspect of performance under this Contract, at which time the Government reserves the right to require said subcontractors to register for installation access in JCCS and remain registered, approved, and eligible for installation access at all times during contract performance. If a subcontractor is denied base access, the TLS Contractor will still be required to continue uninterrupted performance by changing subcontractors, self-performing, or other means necessary to fulfill the contract requirements. Any change necessitated by alterations in installation access eligibility shall be at no additional cost to the Government.

e. Installation access determinations arise from the Combatant Commander's inherent authority and are separate and distinct from any law, regulation, or policy regarding suspension and debarment authority. TLS Contractor queries or requests for reconsideration related to U.S. or Coalition installation base access eligibility must be directed to the authority responsible for base access decisions.

f. In the event that the TLS Contractor is deemed ineligible for installation access at any time during the course of performance of this Contract, that TLS Contractor will not be permitted to participate in delivery order competitions or to continue to perform under the Contract until such time as the firm is again deemed eligible for installation access by the appropriate access approval authority. If the firm is unable to obtain renewed approval and installation access from said approval authority, the Government may terminate the Contract or exercise any other available remedies.

33. Status of Forces Agreements (SOFA) requirements:

a. A SOFA is an agreement between the United States and a foreign country that, in part, addresses issues and sets forth rules and regulations that affect contractor employees performing under DoW contracts in a foreign country. The contractor shall adhere to all relevant provisions of the Status of Forces Agreements (SOFA) and similar agreements applicable to performance within the nations supported under this contract and any resulting orders.

b. The SOFAs and implementing agreements or statutes govern shipments to US facilities within the applicable country. The current SOFAs, to the best of DLA TROOP SUPPORT's knowledge at this time, permit the import of supplies intended for US forces free of duties and taxes. Offerors are responsible for ascertaining the precise rules and regulations, limitations, document requirements and restrictions that apply to these imports. Products imported free of duty or taxes based on their designation for use by US forces cannot generally be sold on the local market. In addition, if applicable to a particular offeror, all products intended for overseas shipment under this contract must be shipped from the United States in containers separate from any product shipped for the Contractor's commercial customers.

c. Under limited circumstances, individual contractor employees may be granted status under the terms of a SOFA. If applicable, the SOFAs also set forth the requirements for obtaining status in the countries for contractor employees who are not local nationals. Contractor employees must comply with all the requirements set forth to obtain proper status in the countries, whether as civilian components of the United States Armed Forces in the affected foreign country, or in their general capacities as civilians.

d. The contractor is responsible for providing the government with the required documentation to acquire invited contractor or technical expert status, if required and allowed by the terms of the SOFA(s).

e. The contractor shall take reasonable steps to assure the good conduct of its employees and their adherence to all applicable regulations, and shall at all times be responsible for the conduct of its employees and those of its subcontractors and invitees.

f. The following clauses are incorporated into this solicitation and any resulting contract(s):

DFARS 252.225-7040, Contractor Personnel Supporting U.S. Armed Forces Deployed Outside the United States (AUG 2025)
DFARS 252.225-7980, Contractor Personnel Performing in the United States Africa Command Area of Responsibility (DEVIATION 2016-O0008) (Jun 2016)
DFARS 252.225-7963, Antiterrorism/Force Protection Policy for Defense Contractors Outside the United States (DEVIATION 2026-O0041) (FEB 2026)
DFARS 252.225-7976, Contractor Personnel Performing in the Japan (DEVIATION 2018-O0019) (AUG2018)
DFARS 252.225-7987, Contractor Personnel Performing in the U.S. Southern Command Area of Responsibility (DEVIATION 2021-O0004) (FEB 2021)
DFARS 252.225-7995, Contractor Personnel Performing in the United States Central Command Area of Responsibility (DEVIATION 2017-O0004) (SEP 2017)

g. Contractors may be required to be registered in the Synchronized Pre-deployment and Operational Tracker (SPOT) and to account for contractor personnel by name in SPOT before deployment and throughout performance on a SOFA supported country.

h. Contractors may be required to obtain a NATO SOFA Status Accreditation (NSSA) when performing Department of Defense (DoD) contracts under NATO Status of Forces Agreements (SOFA). Additional information will be provided under applicable orders.

i. Article XV of the US- Republic of Korea (ROK) SOFA requires an **Invited Contractor** (IC) and **Technical Representative** (TR) status for U.S. contractors working in support of U.S. Forces Korea (USFK) in the Republic of Korea (ROK). Requirements are implemented through USFK Regulation 700-19. Additional information will be provided under applicable orders.

j. **Note:** Offerors are advised that SOFA Status is not guaranteed under this contract. IT IS POSSIBLE THAT A CONTRACTOR EMPLOYEE WILL NOT BE ELIGIBLE FOR STATUS UNDER THE TERMS OF AN SPECIFIC SOFA(s). Offerors must review and consider the relevant SOFAs, as well as any other applicable regulations, when preparing offers. Failure to qualify for SOFA Status will not relieve any contractor of the obligation to perform or entitle contractors to increased costs under the resultant contracts.

REQUESTING STATUS OF FORCES AGREEMENT (SOFA) STATUS FOR CONTRACTOR EMPLOYEES

(a) A SOFA is an agreement between the United States and a foreign country that, in part, addresses issues and sets forth rules and regulations that affect contractor employees performing under DoW contracts in a foreign country. Individual contractor employees may be granted status under the terms of a SOFA. In order to assist the government in determining whether an employee qualifies for status, contractors who desire status for their employees must provide the following information to the contracting officer after award. The contracting officer will request status, through the Contracting Officer Representative (COR) or Customer Service Representative (CSR), for all employees determined to qualify under the terms of

the SOFA. This information must be provided for each contractor employee who will perform work in the foreign country:

(1) Information obtained by the contractor from the employee:

(i) Employee's Name:
(ii) Actual residence address(es) for the last 5 years.
(iii) Date the employee entered the foreign country in question if currently residing there.
(iv) A statement confirming that the individual is a full-time employee of the contractor.
(v) Position employee is filling.
(vi) Country of citizenship.
(vii) A statement confirming that the employee is ordinarily resident in the United States (US); and is in the country in question solely to perform the contract.
(viii) Explain why the employee should be considered as ordinarily resident in the US if the employee was not resident in the US immediately preceding this employment.
(ix) Indicate in an affirmative statement that the employee understands that the information provided herein represents an official statement to the US, the facts presented are true and correct to the best of his knowledge and belief, and that he understands that the US will be taking action based on the facts submitted by the employee.

(2) Additional information to be submitted by the contractor:

(i) A statement that the individual is a full-time employee of the contractor.
(ii) Employee's position.
(iii) A statement by the contractor that to the best of its knowledge and belief, the employee is a US citizen, ordinarily resident in the US and qualifies for certification under the SOFA.
(iv) The contractor must verify that an investigation of the employee has been completed and to the best of its knowledge and belief, the employee is not a security risk.
(v) Indicate in an affirmative statement that the contractor understands that the information provided herein represents an official statement to the US, the facts set forth herein are true and correct to the best of its knowledge and belief, and that the US will be taking action based on the facts set forth in its statement.

(b) The contractor shall notify the COR/CSR or the contracting officer if an employee leaves the employment of the contractor or otherwise becomes ineligible for SOFA status, or to request status for a new employee during the course of contract performance.

(c) Failure of an employee to qualify for SOFA status does not relieve the contractor of the obligation to perform or entitle the contractor to increased costs.

34. Enhanced Support Services:

In order to provide enhanced support, contractors may be requested to provide related support services to include the establishment and operation of storefront operations supporting the sale of items listed under Section 5 Product Support. In the event that this support is needed, the requirement will be competed amongst the TLS contract holders and supported via an administrative contract to be established via bilateral modification.

(END OF STATEMENT OF WORK)

Failure to perform in accordance with the terms of the contract may be cause for termination in accordance with the Termination for Cause Clause of the Contract.

THE REQUIREMENTS DESCRIBED IN THE ABOVE CITED STATEMENT OF WORK REPRESENT THE MINIMUM NEEDS OF THE GOVERNMENT. THE TLS CONTRACTOR'S SUCCESSFUL PROPOSAL MAY EXCEED THE ABOVE CITED MINIMUM REQUIREMENTS.

FAR 52.212-1 Instructions to Offerors – Commercial Products and Commercial Services (SEP 2023) (DEVIATION 2026-O0038) (FEB 2026)

(a) *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. As a minimum, offers shall include—

(1) The solicitation number;

(2) The name, address, telephone number of the Offeror;

(3) The Offeror's Unique Entity Identifier (UEI) and, if applicable, Electronic Funds Transfer (EFT) indicator;

(4) Information necessary to evaluate the factors contained in the provision at 52.212-2 or as described in the solicitation;

(5) Responses to provisions that require Offeror completion of information, representations, and certifications (other than those collected via the System for Award Management (SAM)); and;

(6) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and any solicitation amendments.

(b) *Period for acceptance of offers*. The Offeror agrees to hold the prices in its offer firm for 60 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(c) *Late submissions, modifications, revisions, and withdrawals of offers*.

(1) Offerors are responsible for submitting offers and any modifications or revisions to the Government office designated in the solicitation by the time specified in the solicitation.

(2) Any offer, modification, or revision received after the time specified for receipt of offers is "late" and will not be considered unless it is received before award is made and the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition. However, a late modification of an otherwise successful offer that makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.

(3) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(4) Offerors may withdraw their offers by written notice to the Government received at any time before award.

(d) *Contract award (not applicable to Invitation for Bids)*. The Government intends to evaluate offers and award a contract without discussions with Offerors. Therefore, the Offeror's initial offer should contain the Offeror's best terms. However, the Government reserves the right to conduct discussions, if necessary. The Government may reject any or all offers if such action is in the public interest, accept other than the lowest offer, and waive informalities and minor irregularities in offers received.

(e) *Debriefings*. If a postaward debriefing is given to requesting Offerors, the Government will disclose the following information, if applicable:

(1) The agency's evaluation of the significant weak or deficient factors in the debriefed Offeror's offer.

(2) The overall evaluated cost or price and technical rating of the successful Offeror and the debriefed Offeror and past performance information on the debriefed Offeror.

(3) The overall ranking of all Offerors when any ranking was developed by the agency during source selection.

(4) A summary of the rationale for award.

(5) For acquisitions of commercial products, the make and model of the product to be delivered by the successful Offeror.

(6) Reasonable responses to relevant questions posed by the debriefed Offeror as to whether the agency followed source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities.

(End of Provision)

Addendum to 52.212-1:

The following paragraphs of 52.212-1 are amended as indicated below:

1. **Paragraph (a),** *Submission of Offers*.
   a. Delete the 1st sentence and substitute the following:

Submit signed and dated offers as specified on page 7 of this solicitation at Block 9 on or before the exact due date/local time as specified on page 7 at Block 8.

[X] Facsimile offers are NOT authorized for this solicitation.
[ ] Facsimile offers are authorized for this solicitation.

2. **Paragraph (b),** *Period for Acceptance of Offers*.

Change "60 calendar days" to read "**240** calendar days".

3. Paragraph (c), *Late submissions, modifications, revisions, and withdrawals of offers*.

(2)

(i) Any *offer*, modification, revision, or withdrawal of an *offer* received at the Government office designated in the *solicitation* after the exact time specified for receipt of *offers* is "late" and will not be considered unless it is received before award is made, the *Contracting Officer* determines that accepting the late offer would not unduly delay the *acquisition*; and-

(A) If it was transmitted through an *electronic commerce* method authorized by the *solicitation*, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working *day* prior to the date specified for receipt of *offers*; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of *offers* and was under the Government's control prior to the time set for receipt of *offers*; or

(C) If this *solicitation* is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful *offer*, that makes its terms more favorable to the Government, will be considered at any time it is received and *may* be accepted.

4. Paragraph (d) *Contract Award.*

If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.
The Government may make more than one award. The Government reserves the right to make a single award if it is in the best interest of the Government.

After award, all orders above the micro-purchase threshold will be competed among awardees ***except*** that the Government reserves the right to direct orders to a particular source under urgent circumstances, to meet contractual minimums, or to provide economy and efficiency as a logical follow-up to an order already issued in accordance with Class Deviation 2026-O0045 – Revolutionary FAR Overhaul Part 16, DFARS Part 216, FAR 16.507-6. Award decisions for orders may be made either by line or in their entirety.

SPECIAL INSTRUCTIONS FOR THE SUBMISSION OF PROPOSAL INFORMATION:

3. PROPOSAL ORGANIZATION/GENERAL INFORMATION

A. While the Government intends to award multiple contract (a maximum of seven (7)), the exact number of contracts to be awarded will be based on a determination by the Contracting Officer at the time of award. The determination, which will be at the sole discretion of the Contracting Officer, will be based on, among other factors, the quality of offers received.

B. Proposals shall be prepared and labeled in three separate volumes. Proposals that do not provide the required information in the prescribed format may be excluded from further consideration. During proposal evaluation, each volume will be reviewed separately. All price information must be in Volume II; No reference to price shall be included in any other volume of the proposal. Each volume shall be properly identified to facilitate evaluation.

VOLUME DESCRIPTION	PAGE LIMIT
I: Non-Price Proposal	**Sixty (60) pages***
II: Price Proposal	N/A – **Spreadsheet format provided****
III: Documents Volume III shall include: Signed Copies of Solicitation and Signed Amendments (if issued), Joint Contingency Contracting System (JCCS) Registration Information and company's JCCS account identification number, Copies of clauses with the completed fill-ins and all required offeror certifications, Statement of compliance with the requirements in the Statement of Work and all terms, conditions, and provisions in the solicitation, and subcontracting plan (if applicable).	N/A

*** For purposes of this limitation, the text on Volume I must be no larger than 12-point size Times New Roman type of font. Executive summaries, graphics, pictures, screenshots and tables are NOT permitted on Volume I. The Volume I page limitation excludes the List of Acronyms. Volume I proposals shall be formatted as either a Microsoft Word document or an Adobe Acrobat PDF document and shall be submitted electronically. The substance of the offeror's Non-Price Proposal Volume I shall consist of no more than sixty (60) pages of single-spaced, text 12-point size Times New Roman type of font. The requirement for no more than 60 pages of text applies to the electronic document as follows: There must be no more than 60 electronic pages numbered 1 through 60. If the electronic document is printed out as "double-sided," there may be only 30 sheets of paper. The following documents can be added under Volume I and are excluded from the Volume I page limitation:**

1) **One cover page should the offeror elect to include it.**
2) **One table of contents should the offeror elect to include it.**
3) **One Appendix A containing ONLY the copies of current signed agreements, letters of supply or similar written commitments with suppliers, manufacturers and/or distributors, transportation service carriers, warehouses and consolidation providers, if applicable.**

   Should the cover page, table of contents and appendix A contain information not pertinent to the cover page, table of contents and appendix A (i.e. executive summary, proposal information and/or narrative), that information will not be evaluated.

   Offerors are cautioned that any information in a proposal past page 60, or any information (to include that contained within tables or graphics) that does not comply with the formatting instructions above *will not be considered.*

****For Volume II, offerors shall complete the attached spreadsheet entitled "REVISED Attachment A- Volume II- Pricing". Please note: The "REVISED Attachment A- Volume II- Pricing" spreadsheet includes two (2) elements of pricing indicated in the spreadsheet's tabs 1 and 2. The electronic copy must be submitted in Microsoft Excel format. Please do not submit the electronic copy in a format other than Microsoft Excel. An Adobe PDF format is NOT acceptable. Electronic copies of the Price Proposal shall include legible copies of all drawings, specifications sheets, and technical data/information necessary to clearly describe the characteristics and features of each alternate item offered, sufficient to permit evaluation of its acceptability in terms of design, materials, performance, form, fit, function, interchangeability, and quality.**

C. **Volume I, Non-price Proposal Instructions**:

1) The non-price proposal must demonstrate the offeror's ability to meet the Government's requirements as set forth in this solicitation. To be considered acceptable, the offeror's proposal must provide, at a minimum, the information as requested in **"INSTRUCTIONS TO OFFERORS- NON-PRICE PROPOSAL (VOLUME I)"** starting on Page 67 of this Solicitation. Failure to provide the information as requested in any of the non-price factors may result in a deficiency finding and warrant an "Unacceptable Rating" for the applicable factor. Furthermore, failure to provide the information requested may cause an offeror's proposal to be determined unacceptable and eliminated from further consideration for award. Overly elaborate proposals that contain information not pertinent to this acquisition are not desired.

2) Proposals for Volume I are limited to sixty (60) pages, in single-spaced font, using a minimum font size 12 in Times New Roman font type. The substance of the offeror's Non-price Proposal Volume I shall consist of no more than **sixty (60) pages** of **single-spaced**, **text 12-point size** font at minimum and **Times New Roman** type of font. **There must be no more than 60 electronic pages numbered 1 through 60. Executive Summary, graphics, pictures, screenshots and tables are NOT permitted on Volume I. The Volume I page limitation excludes the List of Acronyms.** Volume I proposals shall be formatted as either a **Microsoft Word document or** an **Adobe Acrobat PDF document** and shall be submitted **electronically**.

3) If applicable, proposals for Volume I shall include an Appendix A, which must **ONLY** contain copies of **current signed agreements, letters of supply or similar written commitments** with suppliers, manufacturers and/or distributors, transportation service carriers, warehouses and consolidation providers. While Appendix A is limited to copies of current signed agreements, letters of supply or similar written commitments and not subject to the Volume I restrictions in regard to the number of pages, font type and font size under paragraph 2 above, please note that **no other narrative, information, graphics, pictures, screenshots or tables are permitted under Appendix A**. Should the Appendix A contain additional information and/or narrative apart from the actual signed agreements, letters of supply or similar written commitments, that information will not be evaluated.

4) In order to receive full consideration, firms are encouraged to ensure that the information provided in the non-price proposal is factual and complete. To ensure that an accurate evaluation of the proposal is made, **please address evaluation factors and subfactors in the order in which they appear in the solicitation**. Each response should be titled with the name and number of the factor, sub-factor and element being addressed.

D. **Volume II, Price Proposal Instructions**:

1) The offeror is required to furnish the pricing data as requested in "**INSTRUCTIONS TO OFFERORS- PRICE PROPOSAL (VOLUME II)**" starting on Page 75 of this Solicitation. **Pricing must be submitted for both Tab 1 and Tab 2 in Microsoft Excel format, in the same preformatted spreadsheet as provided in the solicitation** REVISED **Attachment A- Volume II- Pricing**.

2) Electronic copies of the **Price Proposal shall include** legible copies of all drawings, specifications sheets, and technical data/information necessary to clearly describe the characteristics and features of each alternate item offered, sufficient to permit evaluation of its acceptability in terms of design, materials, performance, form, fit, function, interchangeability, and quality.

E. **Volume III, Documents Instructions**:

1) The offeror is required to documents as requested in "**INSTRUCTIONS TO OFFERORS-DOCUMENTS (VOLUME III)**" starting on Page 78 of this Solicitation.

The offeror is required to provide:

a. Signed copies of the SF 1449.
b. Signed copies of any Amendment(s).
c. Small business subcontracting plan, if applicable.
d. A statement of compliance with the requirements in the Statement of Work and all terms, conditions, and provisions in the solicitation.
e. Completed fill-ins clauses and certifications required by the Solicitation.
f. Proof of JCCS registration and company's JCCS account identification number.

Offerors must register on JCCS and submit proof of registration, including the company's JCCS account identification number as part of the proposal Volume III. Failure to register on JCCS and provide the company's JCCS account identification number, may result in the exclusion of an offeror's proposal from consideration as technically unacceptable and removed from further consideration and award.

F. Non-price Proposals and Price Proposals will be evaluated in accordance with the evaluation criteria outlined in the "FAR 52.212-2 Evaluation—Commercial Products and Commercial Services" section of this solicitation.

G. All plans submitted as part of the offeror's Non-Price Proposal are to be followed during contract performance. The Government reserves the right to incorporate into the resultant contract(s) any/all element(s) of an offeror's proposal. This includes but is not limited to elements of an offeror's non-price proposal that exceed solicitation requirements, as well as all implementation and general business plans.

H. Offerors may provide additional technical information that will enhance the proposal; however, overly elaborate proposals that contain information not pertinent to this acquisition are not desired. Failure to provide the information requested may render the proposal unacceptable and may lead to a rejection of the offer.

I. The Government reserves the right to verify any information presented in the Volume I non-price, Volume II price proposals, and Volume III documents. Site visits to assess the accuracy of the information provided in an offeror's proposal may be conducted during the evaluation process.

2. INSTRUCTIONS TO OFFERORS- NON-PRICE PROPOSAL (VOLUME I)

TO ENSURE THAT YOUR NON-PRICE PROPOSAL IS PROPERLY EVALUATED, PLEASE ARRANGE YOUR RESPONSES IN THE ORDER SHOWN ON THE FOLLOWING PAGES. EACH OF YOUR INDIVIDUAL RESPONSES SHOULD CITE THE APPLICABLE NON-PRICE FACTOR AND PARAGRAPH TO WHICH YOU ARE RESPONDING.

Identification of Unacceptable Proposals: A proposal will be considered unacceptable for award if it contains one or more deficiencies.

NOTE: The information below is required at the offeror's individual level (not at a corporate level, but for the actual entity that will actively participate in the performance of this contract). Offerors that are proposing a joint venture, partnership, or teaming approach to perform the contract requirements should

fully cite each participating facility to be used, should provide substantiation of the relationship, describe the functions that will be performed by each member or facility, and provide the required past performance information for each participating entity.

FACTOR I – TECHNICAL MERIT
SUB-FACTOR (a) – PRODUCT SUPPORT

The offeror shall provide a product support plan that shows a clear understanding as to how the vendor will meet and monitor the requirements defined in the Statement of Work (SOW) under Section 5 "Product Support". In addition, the offeror shall describe clearly and in detail its current business alliances, and monetary and contractual relationships with manufacturers, distributors and suppliers that will enable it to provide the full range of MRO products described in the SOW under Section 5(b) "Items Covered". The offeror shall demonstrate it is able to provide all of the categories of MRO products listed in the Statement of Work (SOW) under Section 5(b) "Items Covered". In addition, the offeror shall address its procedures to source requirements that involve material-related incidental services. Also, the offeror shall describe its plan to utilize small business concerns in the performance of the resulting contract. *Offerors must note whether or not the elements of their plans are already in place*. The offeror shall address the Product Support requirements listed in the SOW under Section 5, and the below elements and sub-elements individually and label accordingly:

A. The offeror shall address clearly and in detail the required elements listed in the SOW under Section 5(a) and below as follows:

   1) The offeror shall clearly describe its current* business alliances, and monetary and contractual relationships with manufacturers, distributors and suppliers that will enable it to provide the full range of MRO products described in the Statement of Work Section 5(b) "Items Covered".

      ***If applicable, copies of the actual signed agreements, letters of supply or similar written commitments with suppliers, manufacturers and/or distributors must be submitted as Appendix A under Volume I.**

   2) In addition to the current alliances and/or contractual relationships, the offeror may also list and describe how potential alliances and/or contractual relationships or future networking opportunities with manufacturers and suppliers, etc. which they have identified, may enable them to provide and distribute the types of MRO products described in the SOW Section 5(b) "Items Covered".

   3) The offeror shall clearly indicate the products that its suppliers or subcontractors will be providing and whether these fall under the categories of MRO products described in the SOW Section 5(b) "Items Covered". The offeror should clearly indicate: 1. the supplier's name, 2. the category of MRO products this supplier specifically supports and 3. list of item(s) with each category of MRO products this supplier will be providing.

   4) The offeror shall identify and provide reasoning for any items, category of products, and/or manufacturer(s) that their corporate policy and/or that of their partners, if a joint venture, would not allow them to distribute. Offerors shall also identify manufacturer(s) who will not allow them and/or their partners to distribute their products as well as manufacturer(s) and item(s) that their firm has exclusive distribution rights/agreements with currently.

B. The offeror must demonstrate the ability to supply each of the seventeen (17) categories of MRO products listed in the SOW under Section 5(b) "Items Covered".

C. The offeror shall address clearly and in detail its procedures to source requirements that involve material-related incidental services, to include coordinating with the service provider throughout performance, ensuring compliance with applicable construction wage rate requirements clauses, and monitoring and oversight procedures as well as corrective action plans to address issues that arise during or after performance as required in the SOW under Section 5(c).

D. The offeror shall describe clearly and in detail its plan to utilize small business concerns, to include veteran owned small businesses (VOSBs), service-disabled veteran owned small businesses (SDVOSBs), HUBZone (HZ) small businesses, small disadvantaged businesses (SDBs), and woman-owned small businesses (WOSBs) as sources of supply in the performance of any contract resulting from an award of this solicitation, as required in the SOW under Section 5(d).

FACTOR I – TECHNICAL MERIT
SUB-FACTOR (b) – PURCHASING SYSTEM

The offeror shall describe clearly and in detail how the offeror will meet the purchasing system requirements in the Statement of Work (SOW) under Section 6 "Purchasing System", including monitoring and oversight procedures of the purchasing system elements. The plan shall describe a purchasing system that is primarily electronic and provides a detailed breakdown of the following elements to demonstrate that the offeror has a clear understanding of the requirements of the solicitation. For element B.4) identified below, the offeror shall include a discussion of how it will conform to the regulatory requirements for competition and price in Procurement Note C08 - Tailored Logistics Support Purchasing Reviews. The purchasing system shall be detailed from the Prime Level through to the Purchase Order Level with the subcontractor/supplier, including procedures to measure and monitor the contractual performance metrics within the purchasing system. *Offerors must note whether or not the elements of their plans are already in place*. The offeror shall address the purchasing system requirements listed in the SOW under Section 6, and the below elements and sub-elements individually and label accordingly:

A. The offeror shall describe its purchasing system and address clearly and in detail the required elements listed in the SOW under Section 6(a) and below as follows:

1) The offeror shall describe its oversight procedures (general process of review, monitoring, evaluating, supervising, reporting and auditing) of an acceptable purchasing system in terms of organizing quotes, processing and handling orders, managing deliveries, tracking performance metrics, and ensuring the timely processing of electronic invoices.

2) The offeror shall describe an adequate purchasing system which includes policies, procedures, and purchasing practices that comply with the Federal Acquisition Regulation (FAR), the Defense Federal Acquisition Regulation Supplement (DFARS) and the Defense Logistics Acquisition Directive (DLAD), including Procurement Note C08.

3) The offeror shall describe its purchasing system interaction with the subcontractor/supplier, which shall be detailed from the Prime Level through to the Purchase Order Level with the subcontractor/supplier, and the description shall include monitoring and oversight procedures (general process of review, monitoring, evaluating, supervising, reporting and auditing) of the subcontractor/supplier detailed from the Prime Level through to the Purchase Order Level.

B. The offeror shall address clearly and in detail the required purchasing system elements listed in the SOW under Section 6(b) and below as follows:

1) The offeror shall describe its organizational and administrative structure that ensures effective and efficient procurement of required quality materials/parts at the most economical cost from responsible/reliable sources.

2) The offeror shall describe its internal audits and management reviews, training, and policies and procedures for the purchasing department to ensure the integrity of the purchasing system.

3) The offeror shall describe a comprehensive training program that addresses both initial and recurring training needs, as well as a corrective action plan for employees that violate the policies and procedures of the purchasing system. This shall also include adequate policies on conflict of interest, gifts, and gratuities, including the requirements of 41 U.S.C. chapter 87, Kickbacks.

4) The offeror shall describe how it will promote competitive sourcing among dependable suppliers so that purchases are reasonably priced and from sources that meet contractor quality requirements. The offeror shall include a discussion of how its competitive sourcing will conform to the regulatory requirements for competition and price in Procurement Note C08 - Tailored Logistics Support Purchasing Reviews.

5) The offeror shall describe its procedures to document the completion of adequate price analysis or cost analysis on purchasing actions as well as document a complete and accurate history of purchase transactions to support vendors selected and prices paid.

6) The offeror shall describe its policies and procedures to ensure purchase orders and subcontracts contain the mandatory and applicable flow-down clauses, as required by the FAR and DFARS, including terms and conditions required under the terms of the TLS contract, as well as any clauses required to carry out the requirements of the TLS contract.

FACTOR I – TECHNICAL MERIT
SUB-FACTOR (c) –DISTRIBUTION/DELIVERY

The offeror shall provide a Distribution/ Delivery plan for total global logistics support and shall show a clear understanding as to how the vendor will meet and monitor the requirements defined in the Statement of Work (SOW) under Section 7 "Distribution/Delivery". The Distribution/Delivery plan shall describe the offeror's resources, such as its current business alliances and contractual relationships with transportation service providers, supply and consolidation locations, warehousing resources, and the capability to execute incoming and outgoing deliveries to the delivery locations worldwide. The plan shall include a detailed description of the warehouse and/or consolidation locations (country and state/city/territory/province, etc.) the offeror intends to use in support of this contract. The plan shall also include a detailed description of the transportation infrastructure to be utilized for delivery. This includes access to multiple carriers and modes of transportation (land, sea, railroad, and air) as well as owned or subcontracted distribution infrastructure (like warehouses, consolidations points and transportation vehicles). The plan shall address the offeror's ability to support routine, urgent and emergency delivery requirements as well as surge and sustainment delivery requirements worldwide (should any arise within the period of performance). The offeror shall describe its plan to support and monitor Bills of Materials (BOM) requirements. The plan shall describe the offeror's experience managing customs documents and procedures worldwide. *Offerors must note whether or not the elements of their plan are already in place*. The offeror shall address the Distribution/Delivery requirements listed in the SOW under Section 7, and the below elements and sub-elements individually and label accordingly:

A. The offeror shall address clearly and in detail its business alliances and contractual relationships with transportation service providers, supply and consolidation locations, warehousing resources, demonstrating geographical coverage of locations worldwide, including current* or planned distribution locations and current* or planned carrier coverage, as required in the SOW under Section 7(a).

***If applicable, copies of the actual signed agreements, letters of supply or similar written commitments with transportation service providers, supply and consolidation locations and/or warehousing resources must be submitted as Appendix A under Volume I.**

B. The offeror shall address clearly and in detail its plan for transporting supplies by land, sea, railroad and air, as well as its global transportation assets and abilities, consolidation points and warehousing capabilities to execute incoming and outgoing deliveries, including whether those assets and capabilities are organic (owned) or contracted-for (leased, subcontracted, etc.), as required in the SOW under Section 7(b).

C. The offeror shall describe clearly and in detail the sizes and geographic locations (country and state/city/territory/province, etc.) of warehouses and consolidation points it intends to use in support delivery orders issued under any contract resulting from this solicitation, as required in the SOW under Section 7(c).

D. The offeror shall describe clearly and in detail its ability to support routine, urgent and emergency delivery requirements as well as surge and sustainment delivery requirements worldwide (should any arise within the period of performance), as required in the SOW under Section 7(d), and below as follows:

1) Routine (Pre-Planned) Orders: The offeror shall describe clearly and in detail its plan to meet and monitor the 30-day delivery timeframe for routine requirements.

2) Urgent Orders: The offeror shall describe clearly and in detail its plan to meet and monitor the 3-day (72-hours) delivery timeframe for urgent requirements.

3) Emergency Orders: The offeror shall describe clearly and in detail its plan to meet and monitor the 1-day (24-hours) delivery timeframe for emergency requirements.

E. The offeror shall describe clearly and in detail its plan to support and monitor Bills of Materials (BOM) requirements, as required in the SOW under Section 7(e).

F. The offeror shall describe clearly and in detail its knowledge and experience managing customs documents and procedures worldwide, as required in the SOW under Section 7(f).

FACTOR I – TECHNICAL MERIT
SUB-FACTOR (d) – PERFORMANCE METRICS

The offeror shall describe clearly and in detail how the offeror will meet and monitor the 90% Contractual On-time Delivery Rate metric, 95% Fill Rate metric, 98% Quality Rate metric, and the 90% Quote Responsiveness Rate metric in the Statement of Work (SOW) under Section 9 "Performance Metrics". The offeror shall also address how it will meet and monitor these metrics for routine, urgent and emergency requirements. *Offerors must note whether or not the elements of their plan are already in place*. The offeror shall address the Performance Metrics requirements listed in the SOW under Section 9, and the below elements and sub-elements individually and label accordingly:

A. The offeror shall describe clearly and in detail its plan to meet and monitor the minimum 90% Contractual On-Time Delivery Rate Metric, as required in the SOW under Section 9(a), and as follows:

1) The offeror shall describe clearly and in detail its plan to meet and monitor the On-Time Delivery Rate Metric for routine, urgent and emergency delivery requirements.

2) The offeror shall describe clearly and in detail its plan to meet and monitor the contractually required delivery date (CDD) for all delivery orders.

3) The offeror shall describe in detail its plan for monitoring delivery, which is detailed and integrated as part of its distribution system and includes material and delivery tracking.

4) The offeror shall describe in detail its corrective action plan outlining its procedures to prevent recurring delivery delays.

5) The offeror shall describe in detail its established procedures to ensure that there are controls over subcontracting, including oversight and surveillance of subcontracted effort, to ensure routine, urgent and emergency delivery orders are delivered on time.

B. The offeror shall describe clearly and in detail its plan to meet and monitor the minimum 95% Fill Rate Metric, as required in the SOW under Section 9(b), and as follows:

1) The offeror shall describe clearly and in detail its plan to meet and monitor the Fill Rate Metric for the expected routine, urgent and emergency delivery requirements.

2) The offeror shall describe clearly and in detail its plan to completely fill all lines on a delivery order in full quantities.

3) The offeror shall describe clearly and in detail its plan for monitoring fill rates which is detailed and integrated as part of its purchasing system and includes tracking of material and quantities.

4) The offeror shall describe in detail its corrective action plan outlining its procedures to prevent recurring order fulfillment issues.

5) The offeror shall describe in detail its established procedures to ensure that there are controls over subcontracting, including oversight and surveillance of subcontracted effort, to ensure material quantities under all delivery orders are delivered in full.

C. The offeror shall describe clearly and in detail its plan to meet and monitor the minimum 98% Quality Rate Metric, as required in the SOW under Section 9(c), and as follows:

1) The offeror shall describe clearly and in detail its plan to meet and monitor the Quality Rate Metric for the expected routine, urgent and emergency delivery requirements.

2) The offeror shall describe clearly and in detail its plan to ensure all line items on a delivery order are delivered without any quality defects AND are the exact item approved by the customer.

3) The offeror shall describe clearly and in detail its plan for monitoring quality rates which is detailed and integrated as part of its purchasing system and includes material quality tracking.

4) The offeror shall describe in detail its corrective action plan outlining its procedures to prevent recurring material quality issues.

5) The offeror shall describe in detail its established procedures to ensure that there are controls over subcontracting, including oversight and surveillance of subcontracted effort, to ensure the exact items/products required are the ones ordered and delivered without any quality defects.

D. The offeror shall describe clearly and in detail its plan to meet and monitor the minimum 90% Quote Responsiveness Rate Metric, as required in the SOW under Section 9(d), and as follows:

1) The offeror shall describe clearly and in detail its plan to meet and monitor the Quote Responsiveness Rate metric for routine, urgent and emergency delivery RFQ requirements.

2) The offeror shall describe clearly and in detail its plan to ensure timely quote submissions in response to RFQ's.

3) The offeror shall describe clearly and in detail its plan for monitoring quote responsiveness rates which is detailed and integrated as part of its purchasing system and includes tracking of RFQ, quotes and responses.

4) The offeror shall describe in detail its corrective action plan outlining its procedures to prevent recurring RFQ no-bid or quote responsiveness issues.

5) The offeror shall describe in detail its established procedures to ensure that there are controls over RFQ response times, including oversight and surveillance of RFQ submissions and responses from suppliers and transportation vendors, to ensure timely quote submissions in response to RFQs.

FACTOR II – PAST PERFORMANCE – CONFIDENCE ASSESSMENT

A. Provide performance records for no more than three contracts/accounts, with performance occurring within the three calendar years preceding the April 23, 2026 issuance date of this solicitation **(April 23, 2023 to April 22, 2024, April 23, 2024 to April 22, 2025, and April 23, 2025 to April 22, 2026)**, having requirements similar to the requirements of this solicitation in terms of dollar value, contract length, contract type, number and geographical locations of delivery points, number of customers supported, variety of items provided, and volume of orders. The contracts/accounts submitted may have supported either government or commercial customers.

B. Performance under "bridge contracts," issued solely to extend the terms and conditions of prior, long-term contracts that have also been submitted for evaluation, will be considered together with their corresponding long-term contracts as one and the same contract. Additionally, "administrative contracts" issued under a contract that has been submitted for evaluation will be considered together with their corresponding long-term contracts as one and the same contract.

C. **For all actual annual figures requested under Factor II, please provide figures based on each of the following three (3) calendar year periods: April 23, 2023 to April 22, 2024, April 23, 2024 to**

April 22, 2025, and April 23, 2025 to April 22, 2026. **The offeror may recalculate their actual data for each contract/account under Factor II Past Performance, if needed, and submit only the actual annual data/figures specifically related to performance for the (calendar period) April 23, 2023 to April 22, 2024, (calendar period) April 23, 2024 to April 22, 2025, and (calendar period) April 23, 2025 to April 22, 2026**.

D. If the contracts/accounts submitted were performed by a predecessor company, subsidiary, subcontractor, or other affiliate entity (see FAR 2.101), the offeror must clearly demonstrate that the predecessor, subsidiary, subcontractor, or affiliate will perform major or critical aspects of the resultant contract in order for the submitted contract/account to be considered.

E. If an offeror provides more than three contracts/accounts, the Government will evaluate only the three highest dollar value, in terms of actual annual value, records. If the offeror provides less than three records, the offeror shall **make a clear statement that less than three records have been submitted intentionally**.

F. For purposes of the Government's evaluation of non-price Factor II, Past-Performance –Aspect 1- Recency and Relevancy, the highest actual annual value of recent past performance, among each of the three (3) calendar year periods **(April 23, 2023 to April 22, 2024, April 23, 2024 to April 22, 2025, and April 23, 2025 to April 22, 2026)**, will be used to evaluate the elements of relevance for each submitted contract/account.

G. For each contract/ account submitted, the offeror shall provide the following information:

1) Contract number, if applicable, or other identification number.

2) Name and address of the Government contracting activity or name and address of the commercial customer.

3) The name, phone number, and email address of the Administering Contracting Officer (ACO) or Procuring Contracting Officer (PCO) if a government contract or the name, phone number, and email address of a knowledgeable customer representative if a commercial contract/account.

4) Total length of time the contract/account has been serviced.

5) Start and end dates of the contract/account, if applicable.

6) A description of the Contract type (e.g., Purchase Order, long-term definite-quantity contract, long term indefinite delivery/indefinite quantity contract, TLS-type contract (i.e., defined as an indefinite delivery/indefinite quantity contract under which the contractor manages numerous delivery orders for a variety of products and provides advanced distribution capabilities* for the supply of items to commercial or government customers), etc.) If describing the contract as a TLS-type contract, the offeror is required to provide an explanation of why the contract meets that definition.

7) List of items provided under the contract/account.

8) List of geographical locations (country and state/city/territory/province, etc.) where deliveries were made during the "recency" period for this solicitation, which is within the three (3) calendar year periods of performance **(April 23, 2023 to April 22, 2024, April 23, 2024 to April 22, 2025, and April 23, 2025 to April 22, 2026)**.

9) Actual number of customers supported under the contract/account for each of the three (3) calendar year periods of performance **(April 23, 2023 to April 22, 2024, April 23, 2024 to April 22, 2025, and April 23, 2025 to April 22, 2026)**.

10) Actual annual number of delivery orders issued under the contract/account for each of the three (3) calendar year periods of performance **(April 23, 2023 to April 22, 2024, April 23, 2024 to April 22, 2025, and April 23, 2025 to April 22, 2026)**.

11) Actual annual sales for each of the three (3) calendar year periods of performance **(April 23, 2023 to April 22, 2024, April 23, 2024 to April 22, 2025, and April 23, 2025 to April 22, 2026)**. Estimates or contract maximums are not acceptable.

12) Metrics or goals (on-time delivery rate, fill rate, quality, etc.) that were required under the contract/account.

13) The actual annual performance to those metrics or goals for the "recency" period of performance for this solicitation, which is within the three (3) calendar year periods **(April 23, 2023 to April 22, 2024, April 23, 2024 to April 22, 2025, and April 23, 2025 to April 22, 2026)** specifically:

    a. Committed and actual on-time delivery percentage for each of the three (3) calendar year periods of performance **(April 23, 2023 to April 22, 2024, April 23, 2024 to April 22, 2025, and April 23, 2025 to April 22, 2026)**.
    b. Committed and actual contractual line-item fill rate percentage for each of the three (3) calendar year periods of performance **(April 23, 2023 to April 22, 2024, April 23, 2024 to April 22, 2025, and April 23, 2025 to April 22, 2026)**.
    c. Committed and actual defect and improper substitution rate percentage for each of the three (3) calendar year periods of performance **(April 23, 2023 to April 22, 2024, April 23, 2024 to April 22, 2025, and April 23, 2025 to April 22, 2026)**.
    d. Committed and actual quote submission rate percentage for each of the three (3) calendar year periods of performance **(April 23, 2023 to April 22, 2024, April 23, 2024 to April 22, 2025, and April 23, 2025 to April 22, 2026)**.

14) The offeror shall provide information on problems encountered on the identified contracts/accounts during the periods of performance **April 23, 2023 to April 22, 2024, April 23, 2024 to April 22, 2025, and April 23, 2025 to April 22, 2026** and the corrective actions taken. **If no problems were encountered, the offeror shall make a clear statement that no problems were encountered.**

15) Confirm whether there were quality standards or sourcing requirements, such as the requirement to subcontract to small business concerns in accordance with FAR with FAR 52.219-9, Small Business Subcontracting Plan.

16) Address whether or not the quality standards or sourcing requirements identified under the above paragraph 15 were met for each of the three (3) calendar year periods of performance **(April 23, 2023 to April 22, 2024, April 23, 2024 to April 22, 2025, and April 23, 2025 to April 22, 2026)**.

***Note:** Advanced distribution capabilities are defined as the utilization of various modes of transportation to arrange for the delivery of supplies to customers at various geographic locations.

H. An offeror's failure to provide complete and accurate information, as required by this provision, may

result in application of the most negative rating for past performance, or, at the Contracting Officer's discretion, the offeror's proposal may be determined to be non-responsive to the solicitation and unacceptable for award. Furthermore, offerors are reminded of the penalties for making false statements prescribed by 18 U.S.C. 1001.

3. INSTRUCTIONS TO OFFERORS- PRICE PROPOSAL (VOLUME II)

To ensure that PRICE PROPOSALS are PROPERLY EVALUATED, the offeror is instructed to provide pricing data on **Tab 1** and **Tab 2** of the Microsoft Excel spreadsheet entitled "REVISED **Attachment A- Volume II- Pricing**" which is attached to the Solicitation.

A. **Tab 1- Price Evaluation List**:

1) The Microsoft Excel spreadsheet titled "REVISED **Attachment A- Volume II- Pricing**", which is attached to the Solicitation, contains a total of 100 Price Evaluation List (PEL) supply items under **Tab 1- Price Evaluation List (PEL)**. Offerors are instructed to provide F.O.B. destination ceiling prices that include all costs, as identified in section C paragraph 6 below, on at least 90% (90 items) of the PEL items provided under **Tab 1**, for **ANY destination worldwide**, for either the exact item specified or an Acceptable Alternate. Pricing shall be for new/unused product. Prices are to include all applicable costs, including preservation, packaging, and MIL-STD-129. It is anticipated that each Tailored Logistics Support (TLS) Contractor shall be as aggressive as possible in pursuing all discounts and rebates. TLS Contractors shall guarantee that DLA Troop Support and its customers will receive discounts and rebates equal to or better than the offerors most favored government or commercial customers with similar sales, whichever is the greater discount among the two, if applicable. Offerors should consider that there will be no minimum order quantity and delivery is anticipated to be primarily customer direct.

2) The Microsoft Excel spreadsheet titled, "REVISED **Attachment A- Volume II- Pricing**" contains columns for Exact Items and Alternate Items under **Tab 1- Price Evaluation List (PEL)**. If the offeror only wishes to supply the exact items listed under the Price Proposal Spreadsheet **Tab 1**, it only needs to fill in the pricing for the Base Period, Option Period 1, Option Period 2, Option Period 3 and Option Period 4 in the Exact Items column on that spreadsheet; there is no need for the offeror to make any adjustments/fill-ins on the Alternate Items column on the spreadsheet. The offeror shall also complete the Country-of-Origin column for **all** items offered.

3) In the event an offeror wishes to supply an alternate item under the Price Proposal Spreadsheet **Tab 1**, it shall input their pricing into the Alternate Items column under the **Tab 1** for the corresponding line that it wishes to supply an alternate. When submitting pricing for an alternate item, the offeror shall fill-in the following columns: **Alternate Manufacturer Part Number**, **Alternate Manufacturer**, and **Alternate Description**. In addition, the offeror shall fill-in pricing for the Base Period, Option Period 1, Option Period 2, Option Period 3 and Option Period 4 in the **Alternate Items** column on that spreadsheet. The offeror shall also complete the Country-of-Origin column for **all** items offered. Along with this information the offeror shall supply the information required in paragraphs 10) and 11) under section C below. Failure to adhere to the requirements of this paragraph and paragraphs 10) and 11) under section C below will result in the offeror being considered unacceptable. The Government will determine whether an alternate item is acceptable for a particular requirement of the PEL in its sole discretion.

4) The offeror may submit pricing for an exact item listed on the Price Evaluation List as well as submit pricing for an alternate item so that the pricing for the exact item is considered in the event

that the alternate item is not approved by the Government. Only one completed version of this spreadsheet should be submitted in response to the Solicitation.

5) Should an offeror fail to provide pricing on at least 90% (90) of the items listed on the Price Evaluation List, through exact items or acceptable alternates, its offer may be considered unacceptable, and it may not be eligible for award.

B. **Tab 2: Incidental Service Scenario**:

1) The Microsoft Excel spreadsheet titled "REVISED **Attachment A- Volume II- Pricing**", which is attached to the Solicitation, contains an incidental service scenario under **Tab 2- Incidental Service Scenario**. Offerors will submit the price for the labor portion only of the described services, based on the scenario provided in the Price Proposal Spreadsheet under **Tab 2**. Do not include the price of any supplies.

2) The offeror shall provide the name(s) of their subcontractor(s) for the incidental service in the space provided in the Price Proposal Spreadsheet under **Tab 2**. Offerors who will not be subcontracting this service shall list the name of their company in the space provided.

3) If an offeror fails to submit pricing for the service scenario, the offer may be rejected as non-responsive and may not be considered further for award.

C. **Additional pricing proposal instructions and information**:

1) The pre-formatted REVISED **Attachment A- Volume II- Pricing** spreadsheet is the **only acceptable** method of returning Price Proposal prices for the Price Evaluation List of items or alternates. It is requested that the files be returned renamed with the solicitation number and the company name of the offeror, for example: "REVISED Attachment A- Volume II- Pricing Solicitation #SPE8E326R0001 MRO Program Company.xlsx."

2) Pricing offered for the PEL and the Incidental Service should be carried out to a MAXIMUM of two decimal places, meaning that the actual value of the cell (not just the way in which the number is displayed) must be rounded to two decimal places. For example, applying the currency format will display a price of $4.6667 as $4.67, but the value of the cell still contains more than two decimal places and is unacceptable. Instead, the price must be rounded to $4.67 prior to entry into the cell.

3) The pricing provided under the **Tab 2- Incidental Service Scenario** is for evaluation purposes only, but may be utilized as a benchmark should this type of incidental service be requested.

4) Base Period Prices: Prices supplied for exact items or Acceptable Alternate items on the Price Evaluation List of 100 items will be used for evaluation purposes and will be awarded as firm-fixed ceiling prices*. Each firm-fixed price will constitute a ***Not to exceed CEILING PRICE* for the BASE PERIOD (2-year term) for <u>any</u> destination** on any resultant contract for the MRO Tailored Logistics Support Program.

5) Option Year Prices: Prices supplied for exact items or Acceptable Alternate items on the Price Evaluation List of 100 items will be used for evaluation purposes and will be awarded as firm-fixed ceiling prices*. Each firm-fixed price will constitute a ***Not to exceed CEILING PRICE* for EACH**

OPTION YEAR TERM (four (4) two-year terms) for any destination on any resultant contract for the MRO Tailored Logistics Support Program.

6) Unit prices offered for PEL items (or an Acceptable Alternate) **shall be** submitted as **one fixed ceiling price applicable to ANY delivery destination worldwide.**

7) Awarded prices for the non-PEL items valued below the SAT which are added to the eMarketplace after issuance of delivery orders will be considered ceiling prices.

8) The PEL unit prices offered **shall not** include the DLA Troop Support cost recovery rate. DLA Troop Support will not consider quantity tiers/ranges.

9) Offerors are instructed to not delete line items from the Price Evaluation List for items on which they do not submit a price/offer.

10) Offerors may submit an offer on the exact item on the Price Evaluation List and/or may submit an offer for an alternate item. If an alternate product to an item listed on the Price Evaluation List is offered, the offeror shall furnish with its offer legible copies of all drawings, specifications, or other data necessary to clearly describe the characteristics and features of the alternate product being offered. Data submitted shall cover design, materials, performance, function, interchangeability, inspection and/or testing criteria, and other characteristics of the offered product. In addition, the offeror shall furnish drawings and other data covering the design, materials, etc. of the exact product cited in the Price Evaluation List along with a cross reference list comparing the features and capabilities of the alternate item offered to the exact item listed on the Price Evaluation List sufficient to enable the Government to determine whether the offeror's product is equal in form, fit, and function to the product cited in the Price Evaluation List.

11) The Government shall determine if the documentation or other evidence furnished by an offeror is adequate to satisfy the requirements in this provision. The Contracting Officer may at any time, request evidence of the technical acceptability of the supplies offered in response to this solicitation. The Contracting Officer determines the acceptability and sufficiency of documentation or other evidence, at his or her sole discretion. If the Contracting Officer requests evidence from an offeror and the Contracting Officer subsequently finds the evidence to be unacceptable, or if the offeror fails to provide the requested evidence, the alternate item will not be accepted, and the offeror will be considered to not have offered on the corresponding item on the Price Evaluation List, unless the offeror also offered on the Exact Item. Offerors are cautioned that if an item submitted as an alternate is determined unacceptable by the Government, it will not count towards the 90% minimum of PEL items required to be priced and will not be included in the calculation of the evaluated price. If the pricing proposal does not include pricing for at least 90% of the items listed on the Price Evaluation List or acceptable alternates, then the offer may not be eligible for award. As ordering requirements arise for Price Evaluation List items after award of this solicitation, the Government reserves the right to re-evaluate the acceptability of alternates for any particular customer requirement.

12) Upon the award of initial contracts, *acceptable* alternate items will be added to the Price Evaluation List. Acceptable alternate items will be subject to firm-fixed ceiling prices for the base period and each option period for **any** destination worldwide.

13) Offerors, at a minimum, must provide pricing for and be able to supply 90% of the items (90 items) in the aforementioned "REVISED **Attachment A- Volume II- Pricing**." If an offeror fails to

provide pricing on at least 90% of the items (90 items) listed on the Price Evaluation List or Acceptable Alternates, its offer may be considered unacceptable, and it will not be eligible for award.

14) If the Government issues multiple awards, all orders above the micro-purchase threshold shall be competed amongst all awardees. Prices submitted in response to these orders shall not exceed the ceiling prices for the applicable base or option period. If it is determined that one of the exceptions in Class Deviation 2026-O0045 – Revolutionary FAR Overhaul Part 16, DFARS Part 216, FAR 16.507-6(b)(3) applies to an order, DLA Troop Support may direct the award to one contractor. The Government reserves the right to compete orders below the micro-purchase threshold.

15) Any clarifications or questions regarding an item on the PEL must be addressed to the Contracting Officer in writing by the date specified in #22 of the Caution Notice. The questions must be listed in order by PEL Line-Item Number and forwarded to the Contracting Officer in a Microsoft Word Document. The Document should be titled as follows:

Clarification for Price Evaluation List Item(s) (PEL)
For Solicitation No. SPE8E326R0001– MRO TLS Program
(Name of Company Submitting Request)
Date of Request

Note: Clarifications/Questions also include written notification if the manufacturer has discontinued an item or if a part number has been superseded. Such written notification must be submitted to the Contracting Officer no later than the date specified in #22 of the Caution Notice. If the Government elects to include a substitute or replacement item in the PEL, the Contracting Officer will issue an amendment to the Solicitation accordingly.

OFFERORS ARE STRONGLY CAUTIONED TO KEEP THE ABOVE PRICING INFORMATION IN PROPER PERSPECTIVE WHEN PREPARING THEIR PROPOSALS AS THERE WILL NOT BE PRICE ADJUSTMENTS AND VENDORS MUST HONOR THEIR AWARDED CEILING PRICES FOR THE DURATION OF ANY RESULTANT CONTRACT.

***The TLS vendor must honor its awarded ceiling prices for the PEL items for any destination worldwide as identified in paragraph 4 and 5 above for the entirety of the contract pricing period to which they apply. The offeror warrants that it has accorded, and will accord DLA Troop Support's customers, the best/full range of pricing benefits being accorded with the offeror's most favored Government and commercial customers.**

4. INSTRUCTIONS TO OFFERORS- DOCUMENTS (VOLUME III)

A. The offeror is required to provide:

1) Signed copies of the SF 1449.
2) Signed copies of any Amendments issued under this solicitation.
3) Offeror's small business subcontracting plan, if applicable.
4) A statement indicating compliance with the requirements in the Statement of Work and all terms, conditions, and provisions in the solicitation.
5) Completed fill-ins clauses and certifications required by the Solicitation.
6) Copy of the Joint Contingency Contracting System (JCCS) registration information.
   a. The offeror is required to register with JCCS as follows:
      (i) Go to https://www.jccs.gov/jccscoe

(ii) Read the registration instructions.
(iii) Enter the company and financial information.
(iv) Enter the Point of Contract information.
(v) Registration confirmation- User ID and Password issued.
(vi) Complete JCIIAS Vendor Questionnaire.
(vii) Upload required documents into the system.

Note: The offeror must be registered, approved, and eligible for installation access on the Joint Contingency Contracting System (JCCS) prior to award, and remain eligible for installation access for the life of the contract.

Offerors currently registered, approved, and eligible on JCCS shall ensure no lapse in installation access eligibility and mitigate this by ensuring all required documentation is submitted to JCCS no later than 120 days prior to expiration.

Offerors must register on JCCS and submit proof of registration, including the company's JCCS account identification number as part of the proposal Volume III. Failure to register on JCCS and provide the company's JCCS account identification number, may result in the exclusion of an offeror's proposal from consideration as technically unacceptable and removed from further consideration and award.

B. All plans submitted as part of the offeror's non-price proposal and Small Business subcontracting plans may be incorporated as part of any award to the offeror and must be followed by the TLS Contractor during contract performance.

C. The Government reserves the right to verify any information presented in the proposals. Site visits to assess the accuracy of the information provided in an offeror's proposal may be completed during the evaluation process.

Failure to provide any of the required documents, including company's JCCS account identification number, as requested may result in the exclusion of an offeror's proposal from consideration as technically unacceptable and removed from further consideration and award.

FAR 52.212-2 Evaluation— Commercial Products and Commercial Services (NOV 2021) (DEVIATION 2026-O0038) (FEB 2026)

(a) Evaluation factors. 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 Government intends to make up to a maximum of seven awards under this solicitation.

The Government reserves the right to make only one or a single award under this solicitation depending upon the number and quality of the offers received. In accordance with FAR 19.503, the Contracting Officer has reserved up to two (2) contract awards for small businesses to maximize small business participation. This means that the Government intends to make at least two awards to small business concerns that offer the best value to the Government amongst all offers from small business concerns. If only one (1) or two (2) offers are received from small business concerns, an award(s) will be considered for the one or two small business concerns so long as that concern(s) is/are responsible and otherwise meet(s) the terms of the Solicitation. If no offers are received from small business concerns, only awards from other than small business will be considered, and the "reserve" will be dissolved.

Proposals will be evaluated using Best Value Tradeoff source selection procedures with the non-price factors being significantly more important than price. As the non-price ratings of offers become more equivalent, price will become more important.

The Government will conduct a Best Value Tradeoff among all offerors (that have not otherwise been removed from the competition). The following factors will be used to evaluate offers:

NON-PRICE FACTORS:

I. Technical Merit

(a) Product Support
(b) Purchasing System
(c) Distribution/Delivery
(d) Performance Metrics

II. Past Performance – Confidence Assessment

Aspect 1- Recency
Aspect 2- Relevancy
Aspect 3- Quality of Performance (Products or Services)

•Recency, relevancy and contractor performance will be evaluated to formulate a final past performance confidence assessment rating.

NOTE 1: Factors are listed in descending order of importance; Factor I is more important than Factor II.
NOTE 2: Factor I will be evaluated for technical merit and technical risk in accordance with the combined technical/risk rating methodology set forth in the DoW Source Selection Procedures.
NOTE 3: For Factor I, sub-factors (a), (b), (c) and (d) are of equal importance.
NOTE 4: For Factor I, each sub-factor will be assigned a rating of Outstanding, Good, Acceptable, Marginal, or Unacceptable.
NOTE 5: Factor I will receive an overall roll-up rating of Outstanding, Good, Acceptable, Marginal, or Unacceptable.
NOTE 6: Under Factor II, recency, relevancy and quality of performance will be evaluated to formulate a final past performance confidence assessment rating. The overall rating is known as the Past Performance – Confidence Assessment. Under Factor II, Aspect 1- Recency will be evaluated before Aspect 2- Relevancy and the Aspect 2- Relevancy will be evaluated before Aspect 3- Quality of Performance.
NOTE 7: Under Factor II Aspect 1- Recency, recent past performance is defined as performance on a contract or account occurring within the three calendar years preceding the issuance date of this solicitation. Only the contracts or accounts that have been determined to be recent under Factor II, Aspect 1- Recency will be evaluated further for Aspect 2- Relevancy and Aspect 3- Quality of Performance. Any contract or account that has been determined Not Recent under Factor II, Aspect 1- Recency will NOT be further evaluated for either Aspect 2- Relevancy or Aspect 3- Quality of Performance.
NOTE 8: Under Factor II Aspect 2- Relevancy, each contract or account determined recent under Aspect 1- Recency, will be evaluated individually for relevancy and will be rated either Very Relevant, Relevant, Somewhat Relevant, or Not Relevant.
NOTE 9: Under Factor II- Aspect 3 Quality of Performance, each contract or account determined recent under Aspect 1- Recency and rated under Factor II Aspect 2- Relevancy will be evaluated individually for Aspect 3-

Quality of Performance and will be rated either Outstanding, Good, Acceptable, Marginal, Unacceptable or Neutral.
NOTE 10: Under Factor II, the qualitative past performance evaluation, combined with the recency and relevancy of past performance, results in an overall rating known as the Performance Confidence Assessment. Under Factor II, each offeror will be assigned an overall Past Performance-Confidence Assessment rating of Substantial Confidence, Satisfactory Confidence, Limited Confidence, No Confidence, and Neutral Confidence. An offeror without a record of relevant past performance or for whom information on past performance is not available may not be evaluated favorably or unfavorably on past performance.
NOTE 11: Past performance of greater relevancy will have more influence on the past performance confidence assessment than past performance of lesser relevance.
NOTE 12: If any portion of the information required under a factor or sub-factor is not provided, the offeror's rating for such a factor/sub-factor may be adversely affected.

(b) *Options (if applicable)*. 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. The evaluation of options does not obligate the Government to exercise the option(s) . **Subject acquisition is for a ten (10) year term; 2-year base with four (4) two-year options.**

(c) *Notice of award*. A written notice of award or acceptance of an offer 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.

ADDENDUM TO FAR 52.212-2

Clause 52.212-2 "Evaluation— Commercial Products and Commercial Services" which is incorporated herein in full text, is revised as follows:

1. Add paragraph (d) as follows:

(d) **Source Evaluation and Selection Procedures**:

A. Summary:

Subsequent to the date specified in the solicitation for receipt of proposals, all timely proposals will undergo a Non-price and a Price evaluation as described in the evaluation criteria outlined in the "FAR 52.212-2 Evaluation—Commercial Products and Commercial Services" section of this solicitation. Unless awards are made on the basis of initial proposals, written and/or oral discussions will be conducted with all offerors in the competitive range. Offerors removed from the competitive range shall be notified in writing. Final proposal revisions resulting from discussions will undergo further Non-price and Price evaluations. Proposal(s) will be selected for award in accordance with the established evaluation criteria in the "FAR 52.212-2 Evaluation—Commercial Products and Commercial Services" section of this solicitation. Finally, one or more (but not more than seven) proposals will be selected for award, as described in paragraph C below.

B. Evaluation Process:

1) **Non-price Proposal Evaluation:** Offerors are required to submit non-price proposals as prescribed in Section 2 "INSTRUCTIONS TO OFFERORS- NON-PRICE PROPOSAL (VOLUME I)" of this solicitation. Each non-price proposal will be evaluated against the evaluation factors specified in "**FAR 52.212-2 Evaluation—Commercial Products and Commercial Services**" The Government will conduct an in-depth review of each proposal against the non-price factors and subfactors and assign adjectival ratings. The Technical Merit ratings will reflect the degree to which the proposal meets, exceeds or does not meet the minimum performance or capability requirements through an assessment of the strengths, weaknesses, deficiencies and risks of a proposal. The Past Performance—Confidence Assessment evaluation factor will assess the degree of confidence the Government has in an offeror's ability to supply products that meet users' needs, based on a demonstrated record of performance. Proposals so deficient as to make them unacceptable may be rejected or otherwise removed from the competitive range, if discussions are held, regardless of the cost or price offered. Rejected offerors will not be given an opportunity to revise their offer to correct those deficiencies in order to become acceptable after the date and time set for receipt of initial offers. Note: Class Deviation 2026-O0048 – Revolutionary FAR Overhaul Part 15, DFARS Part 215, FAR 15.202(c)(1) states that, "An offeror without a record of relevant past performance or for whom information on past performance is not available may not be evaluated favorably or unfavorably on past performance." Therefore, an offeror without a recent/relevant performance record or an offeror with a record that is so sparse that no meaningful rating can be reasonably assigned shall be assigned "neutral confidence".

2) **Price Evaluation:** Offerors are required to submit Price proposals as prescribed in Section 3 "**INSTRUCTIONS TO OFFERORS- PRICE PROPOSAL (VOLUME II)**" of this solicitation. Each proposal will be evaluated against the requirements of the solicitation. The Government will evaluate pricing data with initial proposals or during discussions, in accordance with FAR Subpart 15.4. The Government will evaluate the successful offerors' proposals to determine price reasonableness. The Government reserves the right to request data other than certified cost or pricing data from the offeror in furtherance of its price reasonableness determination, to the extent deemed necessary by the Contracting Officer in his or her sole discretion. An offeror's failure to provide such information upon request may result in the removal of its proposal from consideration for award.

3) **Documents:** Offerors are required to submit completed documents as prescribed in Section 4 **"INSTRUCTIONS TO OFFERORS- DOCUMENTS (VOLUME III)"** of this solicitation.

   Failure to provide any of the required documents, including company's JCCS account identification number, as requested may result in the exclusion of an offeror's proposal from consideration as technically unacceptable and removed from further consideration and award.

C. Selection:

The Government will select the source(s) whose proposal(s) is/are the most advantageous to the Government in accordance with the established evaluation criteria in FAR 52.212-2 Evaluation—Commercial Products and Commercial Services.

D. Evaluation Criteria:

NOTE: Failure to provide the information requested in the **"SPECIAL INSTRUCTIONS FOR THE SUBMISSION OF PROPOSAL INFORMATION"** Section of Addendum to FAR 52.212-1 included in this Request for Proposal (RFP) may result in a determination that the offeror's proposal does not

sufficiently establish an ability to satisfy the minimum requirements of this solicitation, resulting in the proposal being considered technically unacceptable and rejected as unacceptable for award.

(e) **Non-Price Proposal Evaluation:**

FACTOR I – TECHNICAL MERIT

The Government will evaluate the following four subfactors to assess the technical merit of each offeror's Non-price proposal: (a) Product Support, (b) Purchasing System, (c) Distribution/Delivery and (d) Performance Metrics, as requested in the addendum to FAR 52.212-1. The Government will evaluate all plans and information requested in the addendum to FAR 52.212-1 Under Section 2, "INSTRUCTIONS TO OFFERORS- NON-PRICE PROPOSAL (VOLUME I)".

FACTOR I – TECHNICAL MERIT
SUB-FACTOR (a) – PRODUCT SUPPORT

The evaluation will consider the degree to which the offeror's product support plan meets the requirements set forth in the Addendum to FAR 52.212-1 under Factor I, Subfactor (a) elements A to D and related sub-elements, and also meets the requirements listed in the Statement of Work under Section 5 "Product Support". The Government will evaluate the degree to which the offeror's current and potential business alliances, and monetary and contractual relationships with manufacturers, distributors and suppliers will enable it to provide the full range of MRO products requirements listed in the Statement of Work (SOW) under Section 5(b). The Government will evaluate whether the offeror demonstrated it is able to provide all of the categories of MRO products listed in the Statement of Work (SOW) under Section 5(b) "Items Covered". The Government will evaluate whether the offeror demonstrated it is able to source requirements that involve material-related incidental services as described in the Statement of Work (SOW) under Section 5(c) "Incidental Services". The Government will determine whether the offeror has submitted a clear and coherent plan to utilize small business concerns (including service-disabled veteran-owned small business concerns, veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns) as sources of supply in the performance of any resultant contract. The Government will assess the adequacy of the offeror's approach and understanding of the specified requirements, and the degree to which the proposal contains deficiencies, or contains weaknesses that, singly or in combination, increase the risk of disruption of schedule, increased cost, or degradation of performance. The offeror's proposal may be assigned strengths if elements of that proposal exceed specified performance or capability requirements in a way that will be advantageous to the Government during contract performance.

FACTOR I – TECHNICAL MERIT
SUB-FACTOR (b) – PURCHASING SYSTEM

The evaluation will consider the degree to which the offeror's purchasing system meets the requirements set forth in the Addendum to FAR 52.212-1 under Factor I, Subfactor (b) elements A and B and related sub-elements, and also meets the requirements listed in the Statement of Work under Section 6 "Purchasing System". The Government will evaluate the level of detail regarding the purchasing system, from the Prime Level through to the Purchase Order Level with the subcontractor/supplier, including conformance with regulatory requirements and procedures to measure and monitor the contractual performance metrics within the purchasing system. The Government will evaluate the elements of the offeror's purchasing system, to include the offeror's plan for meeting the requirements listed under elements 6(a), 6(b) and sub-elements 6(b)(1) to 6(b)(6) of the Statement of Work Section 6 "Purchasing System", with monitoring and oversight procedures of the purchasing system elements and the offeror's conformance to the regulatory requirements

for competition and price as set forth in Procurement Note C08. The Government will assess the adequacy of the offeror's approach and understanding of the specified requirements, and the degree to which the proposal contains deficiencies, or contains weaknesses that, singly or in combination, increase the risk of disruption of schedule, increased cost, or degradation of performance. The offeror's proposal may be assigned strengths if elements of that proposal exceed specified performance or capability requirements in a way that will be advantageous to the Government during contract performance.

FACTOR I – TECHNICAL MERIT
SUB-FACTOR (c) – DISTRIBUTION/DELIVERY

The evaluation will consider the degree to which the offeror's Distribution/Delivery meets the requirements set forth in the Addendum to FAR 52.212-1 under Factor I, Subfactor (c) elements A to F and related sub-elements, and also meets the requirements under the Statement of Work Section 7 "Distribution/Delivery". The Government will evaluate the degree to which the offeror's current and potential business alliances, and monetary and contractual relationships with transportation service providers, supply and consolidation locations, and warehousing resources will enable it to execute incoming and outgoing deliveries to delivery locations worldwide, as required under element 7(a) of the Statement of Work under Section 7 "Distribution/Delivery". The Government will evaluate the offeror's Distribution/Delivery plan to include transportation (by land, sea, railroad and air), consolidation and warehousing assets and capabilities, and whether those assets and capabilities are organic (owned) or contracted-for (leased, subcontracted, etc.), as required under element 7(b) of the Statement of Work under Section 7 "Distribution/Delivery". The Government will also evaluate the degree to which the offeror's distribution infrastructure, including the sizes and geographic locations (country and state/city/territory/province, etc.) of warehouses and/or consolidation points, will enable it to execute incoming and outgoing deliveries to delivery locations worldwide, as required under element 7(c) of the Statement of Work under Section 7 "Distribution/Delivery". The Government will evaluate the offeror's plan to meet routine, urgent and emergency delivery requirements and the expected delivery timeframes and surge and sustainment delivery requirements worldwide (should any arise within the period of performance), as required under element 7(d) and sub-elements 7(d)(1) to 7(d)(6) of the Statement of Work under Section 7 "Distribution/Delivery". The Government will evaluate the offeror's plan to manage and monitor Bills of Materials (BOMs), as required under element 7(e) and sub-elements 7(e)(1) to 7(e)(3) of the Statement of Work under Section 7 "Distribution/Delivery". The Government will evaluate the offeror's experience managing customs documents and procedures worldwide, as required under element 7(f) and sub-elements 7(f)(1) to 7(f)(3) of the Statement of Work under Section 7 "Distribution/Delivery". The Government will assess the adequacy of the offeror's approach and understanding of the specified requirements, and the degree to which the proposal contains deficiencies, or contains weaknesses that, singly or in combination, increase the risk of disruption of schedule, increased cost, or degradation of performance. The offeror's proposal may be assigned strengths if elements of that proposal exceed specified performance or capability requirements in a way that will be advantageous to the Government during contract performance.

FACTOR I TECHNICAL MERIT
SUB-FACTOR (d) – PERFORMANCE METRICS

The evaluation will consider the degree to which the offeror's plan meets the requirements set forth in the Addendum to FAR 52.212-1 under Factor I, Subfactor (d) elements A to D and related sub-elements, and also meets the requirements listed in the Statement of Work under Section 9 "Performance Metrics". The Government will also evaluate its monitoring processes to meet these performance metrics for routine, urgent and emergency delivery orders and RFQs as well as the offeror's corrective action plan to prevent recurrent delivery delays, material quality, order fulfillment and quote responsiveness issues. In addition, the Government will evaluate its procedures, including oversight and surveillance of subcontracted effort, to

ensure timely quote submissions in response to RFQ's, defect free materials and full ordered quantities are delivered on-time. The Government will evaluate the offeror's ability to meet 90% Contractual On-time Delivery Rate Metric and its plan for meeting the requirements listed under elements 9(a), and sub-elements 9(a)(1) to 9(a)(5) of the Statement of Work Section 9 "Performance Metrics". The Government will evaluate the offeror's ability to meet 95% Fill Rate Metric and its plan for meeting the requirements listed under elements 9(b), and sub-elements 9(b)(1) to 9(b)(5) of the Statement of Work Section 9 "Performance Metrics". The Government will evaluate the offeror's ability to meet 98% Quality Rate Metric and its plan for meeting the requirements listed under elements 9(c), and sub-elements 9(c)(1) to 9(c)(5) of the Statement of Work Section 9 "Performance Metrics". The Government will evaluate the offeror's ability to meet 90% Quote Responsiveness Rate Metric and its plan for meeting the requirements listed under elements 9(d), and sub-elements 9(d)(1) to 9(d)(5) of the Statement of Work Section 9 "Performance Metrics". The Government will assess the adequacy of the offeror's approach and understanding of the specified requirements, and the degree to which the proposal contains deficiencies, or contains weaknesses that, singly or in combination, increase the risk of disruption of schedule, increased cost, or degradation of performance. The offeror's proposal may be assigned strengths if elements of that proposal exceed specified performance or capability requirements in a way that will be advantageous to the Government during contract performance.

FACTOR II – PAST PERFORMANCE – CONFIDENCE ASSESSMENT

The past performance evaluation results in an assessment of the offeror's probability of meeting the solicitation requirements. Each offeror's demonstrated recent and relevant record of performance in supplying products that meet the contract's requirements is evaluated to formulate a past performance confidence assessment rating. This overall rating is known as the Past Performance – Confidence Assessment.

The government will evaluate the relevance and quality of the offeror's performance record for up to three contracts or accounts under which performance has occurred within the following three calendar years: **April 23, 2023 to April 22, 2024, April 23, 2024 to April 22, 2025, and April 23, 2025 to April 22, 2026**. With the exception of contract length, information pertaining to relevance and quality of performance outside that time period will not be considered.

The Government will first evaluate each contract/account to determine if it is recent in relation to this acquisition. Recent is defined as contracts under which performance has occurred within the **following three (3) calendar year periods: April 23, 2023 to April 22, 2024, April 23, 2024 to April 22, 2025, and April 23, 2025 to April 22, 2026**. Only the contracts that have been determined to be recent will be evaluated further for relevancy and quality of performance.

The Government will then evaluate how relevant each recent effort is to this acquisition. Relevancy includes, but is not limited to Contract type; contract length (including options); actual (unburdened) total dollar sales; and similarity of service in terms of variety of items provided; list of geographical delivery locations or countries supported; number of customers supported; and number of delivery orders supported. Based upon an integrated assessment of these characteristics, the Government will determine the extent of similarity in terms of scope, complexity, and magnitude of effort between the effort previously accomplished by the offeror and the requirements of this acquisition. Each contract that has been determined to be recent will be evaluated individually and will be rated either Very Relevant, Relevant, Somewhat Relevant, or Not Relevant.

The Government will also evaluate how well the contractor performed on each relevant contract. However, contracts determined "not relevant" will not be evaluated for quality of performance. For purposes of the

quality of performance assessment, the Government will consider whether the firm has a successful history of conforming to contractual requirements or business agreements, the degree to which the offeror met the terms of delivery, quality standards, sourcing standards (if any, including any requirements to subcontract to small business concerns in accordance with FAR 52.219-9), and the degree to which the offeror was able to achieve customer satisfaction in its performance of these past contracts. If applicable, the evaluation will consider the degree to which the offeror met the performance metrics in these contracts or accounts, including on-time delivery rates, line-item fill rates, defect and improper substitution rates, quote submission rates, small business socio-economic goals and performance of Small Business subcontracting plans. Past contractual performance problems will be reviewed, as will the efficacy of any corrective action(s) taken in addressing these problems. General trends in the quality of performance will also be considered. The Government will take into account how the offeror addresses any unfavorable reports/problems of past performance. For the quality of performance assessment, each relevant contract will be rated either Outstanding, Good, Acceptable, Marginal, Unacceptable, or Neutral.

In addition to the information submitted by the offeror, the Government may evaluate relevant information obtained from customer surveys, information obtained from interviews with customers or contract/account administrators, and information from other sources available to the Government, such as the Supplier Performance Risk System (SPRS), the Contractor Performance Assessment Reporting System (CPARS), the Federal Awardee Performance and Integrity Information System (FAPIIS), the Electronic Subcontracting Reporting System (eSRS), the Joint Contingency Contracting System (JCCS), or other databases; and/or interviews with Program Managers, Contracting Officers, and the Defense Contract Management Agency. Customers may be asked to comment on their experience with the offeror and whether they will or would continue to do business with the offeror. The government reserves the right to review any past performance history available to the Government from its systems/resources.

Finally, the past performance evaluation for Aspect 1- Recency, Aspect 2- Relevancy, and Aspect 3- Quality of Performance will result in an overall rating for Factor II, Past Performance – Confidence Assessment. This overall rating is known as the Performance Confidence Assessment. In accordance with Class Deviation 2026-O0048 – Revolutionary FAR Overhaul Part 15, DFARS Part 215, FAR 15.202(c)(1), an offeror without a record of relevant past performance or for whom information on past performance is not available will not be evaluated favorably or unfavorably on past performance. Each offeror shall be assigned a single Past Performance-Confidence Assessment rating of Substantial Confidence, Satisfactory Confidence, Neutral Confidence, Limited Confidence, or No Confidence.

For purposes of the Government's overall evaluation of Factor II – Past Performance – Confidence Assessment, past performance of greater relevance will be given greater weight than past performance of lesser relevance. Any contracts/accounts submitted by the offeror that were performed by or in conjunction with a predecessor company, subsidiary, subcontractor, or other affiliate entity (see FAR 2.101) will be given the same weight as those performed exclusively by the offeror itself. Moreover, any contracts/accounts performed by or in conjunction with a predecessor company, subsidiary, subcontractor, or other affiliate entity (See FAR 2.101) will not be considered or evaluated in connection with this factor, should the offeror fail to clearly demonstrate that the previously performing predecessor, subsidiary, subcontractor, or other affiliate entity will also be performing major or critical aspects of the contract resulting from the solicitation.

Failure to provide any portion of the information required, including information on contracts that are currently or have been previously administered by DLA Troop Support, may adversely affect the offeror's past performance rating.

PRICE PROPOSAL EVALUATION

The Government will evaluate the Price Proposal requested in the addendum to FAR 52.212-1 Under Section 3 "INSTRUCTIONS TO OFFERORS- PRICE PROPOSAL (VOLUME II)". The Price Proposals for Solicitation SPE8E326R0001 will be evaluated as follows:

A. Each proposal will be reviewed to determine if any PEL alternate items offered are acceptable and if fixed ceiling prices were submitted for a **minimum of 90%** (90 of 100 items) of the line items on the PEL and if pricing was submitted for the Incidental Service Scenario. The Government will determine whether an alternate item is acceptable for a particular PEL item in its sole discretion. Only the items listed on the PEL and/or Acceptable Alternates will be considered in determining whether the offeror has offered firm-fixed ceiling prices for the required minimum of 90% of the line items on the PEL. An offeror that does not meet the 90% minimum of acceptable quoted PEL items or does not submit a price for the Incidental Service Scenario may have its proposal rejected.

   Note: Offered ceiling prices for the PEL must be on a Freight on Board (F.O.B.) Destination basis.

B. In the event that an offeror submits an approved alternate item in lieu of the exact item listed for a particular line item on the Price Evaluation List (PEL), it will replace the item originally specified on the corresponding line of the PEL. If an offeror submits pricing for an exact item on the PEL, as well as an approved alternate item for the corresponding item, the lower ceiling price of the two will be used in determining the Total Ten (10) Year Aggregate Ceiling Price. If the alternate item is not approved, the ceiling pricing for the exact item on the PEL will be used. If the alternate item is not approved and the offeror did not offer on the corresponding exact item listed on the PEL, the offeror will be deemed to have not submitted pricing for that line item of the PEL, and the line will not count toward the minimum of 90% of the line items on the PEL for which the offeror is required to provide pricing (90 of 100 items). Should an offeror fail to provide pricing on a minimum of 90% (90) of the items listed on the PEL, through exact items or Acceptable Alternates, its offer may be considered unacceptable, and it may not be eligible for award.

C. The Price Evaluation List (PEL) Total Evaluated Price will be calculated for evaluation purposes only and used to assist in determining the best value to the Government. The PEL Total Evaluated Price will be calculated based on common items offered by all offerors. Common PEL items are the line items on the PEL for which all offerors submitted a ceiling price for the exact item or an acceptable alternate item.

D. Once a common Price Evaluation List (PEL) is established, the estimated quantity for each respective contract period for each commonly offered item will be multiplied by the offered ceiling price for the Base Period, the offered ceiling price for Option Period 1, the offered ceiling price for Option Period 2, the offered ceiling price for Option Period 3, and the offered ceiling price for Option Period 4. The summation of these five amounts will be the common PEL line-item Total Ten (10) Year Aggregate Ceiling Price. The Total Ten (10) Year Aggregate Ceiling Price per each common PEL line-item will be added to arrive at the PEL Total Evaluated Price, which will be used in the calculation of the Total Evaluated Price.

E. The Total Price provided for the Incidental Service scenario will be used in the calculation of the Total Evaluated Price.

F. The Total Evaluated Price is based on the following formula: PEL Total Evaluated Price + Total Price for the Incidental Service = Total Evaluated Price.

G. All items offered will be evaluated in accordance with FAR Subsection 15.404-1(b) "Price Analysis." The Price Evaluation List (PEL) and Acceptable Alternates ceiling prices provided by offerors will be evaluated for price reasonableness utilizing accepted price analysis methods, including an analysis to determine if prices are unbalanced. Comparison of offers to each other, comparison with market research and comparison with prior procurements are some examples of such analysis. If discussions are conducted, offerors may be required to substantiate the ceiling prices offered on the PEL by providing invoices, quotes, or other verifiable documentation from the manufacturer or supplier of one or more items. Each item priced on the Price Evaluation List (PEL) awarded under this acquisition must have a fair and reasonable price determination made prior to award. Any PEL items for which the price cannot be determined fair and reasonable shall be removed from the PEL prior to award. The Government will not make an award at a price that cannot be determined fair and reasonable.

NOTE – The Government may make an award for less than the 100 PEL items.

H. All Price Evaluation List (PEL) items and Acceptable Alternates ceiling prices determined to be fair and reasonable will become part of the awardee's initial price catalog at the time of award.

I. The total price provided by offerors for the incidental service will be evaluated utilizing accepted price analysis methods. Comparison of offerors to each other and comparison with market research are some examples of such analysis.

DOCUMENTS (VOLUME III) EVALUATION

The Government will evaluate all documents requested in the addendum to FAR 52.212-1 Under Section 4, "INSTRUCTIONS TO OFFERORS- DOCUMENTS (VOLUME III)". The Government will determine whether the offeror has provided signed, complete copies of the SF1449 as well as any amendments to the solicitation, a statement indicating compliance with the requirements, terms and conditions stated in the solicitation, completed fill-ins clauses and certifications, Joint Contingency Contracting System (JCCS) registration information, including the company's JCCS account identification number, and a Small Business Subcontracting Plan, if required.

Failure to provide any of these items, including the company's JCCS account identification number, as requested may result in the exclusion of an offeror's proposal from consideration as non-responsive and unacceptable for award.

As part of the Contracting Officer's determination of responsibility for any offeror determined to be in line for award, the Government will consider whether the offeror is registered in the Joint Contingency Contracting System (JCCS) AND has been approved as eligible for installation access. **Failure to be registered in JCCS AND eligible for installation access may render the offeror non-responsible and ineligible for award.** Additionally, the Government reserves the right to require that all subcontractors at any tier be registered in JCCS and eligible for installation access in order for the offeror to be eligible for award.

Contract Clauses and Provisions incorporated by Reference

This contract incorporates one or more clauses and 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. Also, the full text of a clause may be accessed electronically at this/these address(es):

- FAR: https://www.acquisition.gov/far-overhaul/far-part-deviation-guide
- DFARS: https://www.acquisition.gov/dfars
- DLAD: http://www.dla.mil/HQ/Acquisition/Offers/DLAD.aspx

Note: **52.212-4, Contract Terms and Conditions—Commercial Products and Commercial Services (DEVIATION 2026-O0038) (FEB 2026)** is incorporated in this solicitation by reference. Its full text may be accessed electronically at https://www.acquisition.gov/far-overhaul/far-part-deviation-guide/far-overhaul-part-52#FAR_52_212_4

FAR 52-202-1, Definitions (JUN 2020)
FAR 52.203-3, Gratuities (APR 1984)
FAR 52.203-6, Restrictions on Subcontractor Sales to the Government (JUN 2020)
FAR 52.203-6, Alternate I (NOV 2021)
FAR 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (SEP 2024)
FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions. (JUN 2020)
FAR 52.203-13, Contractor Code of Business Ethics and Conduct (NOV 2021)
FAR 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017).
FAR 52.204-7, System for Award Management- Registration (DEVIATION 2026-O0038) (FEB 2026)
FAR 52.204-9, Personal Identity Verification of Contractor Personnel (JAN 2011)
FAR 52.204-13, System for Award Management—Maintenance (DEVIATION 2026-O0038) (FEB 2026)
FAR 52.204-19, Incorporation by Reference of Representations and Certifications (DEC 2014)
FAR 52.204-91, Contractor Identification (DEVIATION 2026-O0038) (FEB 2026)
FAR 52.208-9, Contractor Use of Mandatory Sources of Supply or Services (DEVIATION 2026 O0038) (FEB 2026)
FAR 52.209-6, Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded (DEVIATION 2026-O0038) (FEB 2026)
FAR 52.209-7 Information Regarding Responsibility Matters (DEVIATION 2026-O0038) (FEB 2026)
FAR 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (DEVIATION 2026-O0038).
FAR 52.209-10, Prohibition on Contracting With Inverted Domestic Corporations (DEVIATION 2026-O0038).
FAR 52.211-15, Defense Priority and Allocation Requirements (APR 2008)
FAR 52.214-34, Submission of Offers in the English Language (APR 1991)
FAR 52.214-35, Submission of Offers in U.S. Currency (APR 1991)
FAR 52.215-22, Limitations on Pass-Through Charges-Identification of Subcontract Effort (DEVIATION 2026-O0038) (FEB 2026)
FAR 52.215-23, Limitations on Pass-Through Charges (DEVIATION 2026-O0038) (FEB 2026)
FAR 52.219-8, Utilization of Small Business Concerns (DEVIATION 2026-O0038) (FEB 2026).
FAR 52.219-9, Small Business Subcontracting Plan (DEVIATION 2026-O0038) (FEB 2026).
ALT II (DEVIATION 2026-O0038) (FEB 2026) of FAR 52.219-9.
FAR 52.219-16, Liquidated Damages-Subcontracting Plan (DEVIATION 2026-O0038) (FEB 2026).
FAR 52.219-31, Notice of Small Business Reserve (Mar 2020)
FAR 52.222-3, Convict Labor (DEVIATION 2026-O0038) (FEB 2026).

FAR 52.222-5, Construction Wage Rate Requirements-Secondary Site of the Work (DEVIATION 2026-O0038) (FEB 2026)
FAR 52.222-6, Construction Wage Rate Requirements (DEVIATION 2026-O0038) (FEB 2026)
FAR 52.222-7, Withholding of Funds (DEVIATION 2026-O0038) (FEB 2026)
FAR 52.222-8, Payrolls and Basic Records (DEVIATION 2026-O0038) (FEB 2026)
FAR 52.222-9, Apprentices and Trainees (DEVIATION 2026-O0038) (FEB 2026)
FAR 52.222-10, Compliance with Copeland Act Requirements (DEVIATION 2026-O0038) (FEB 2026)
FAR 52.222-11, Subcontracts (Labor Standards (DEVIATION 2026-O0038) (FEB 2026)
FAR 52.222-12, Contract Termination-Debarment (May 2014)
FAR 52.222-13, Compliance with Construction Wage Rate Requirements and Related Regulations (May 2014)
FAR 52.222-14, Disputes Concerning Labor Standards (DEVIATION 2026-O0038) (FEB 2026)
FAR 52.222-15, Certification of Eligibility (May 2014)
FAR 52.222-19, Child Labor-Cooperation with Authorities and Remedies (DEVIATION 2026-O0038) (FEB 2026)
FAR 52.222-20, Contracts for Materials, Supplies, Articles, and Equipment (DEVIATION 2026-O0038) (FEB 2026)
FAR 52.222-35, Equal Opportunity for Veterans (DEVIATION 2026-O0038) (FEB 2026).
FAR 52.222-36, Affirmative Action for Workers with Disabilities (DEVIATION 2026-O0038) (FEB 2026).
FAR 52.222-37, Employment Reports on Veterans (DEVIATION 2026-O0038) (FEB 2026).
FAR 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEVIATION 2026-O0038) (FEB 2026).
FAR 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards - Price Adjustment (Multiple Year and Option Contracts) (DEVIATION 2026-O0038) (FEB 2026).
FAR 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards - Price Adjustment (DEVIATION 2026-O0038) (FEB 2026).
FAR 52.222-50, Combating Trafficking in Persons (DEVIATION 2026-O0038) (FEB 2026)
ALT I (DEVIATION 2026-O0038) (FEB 2026) of FAR 52.222-50.
FAR 52.222-54, Employment Eligibility Verification (DEVIATION 2026-O0038) (FEB 2026).
FAR 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (DEVIATION 2026-O0038) (FEB 2026).
FAR 52.222-56, Certification Regarding Trafficking in Persons Compliance Plan (DEVIATION 2026-O0038) (FEB 2026)
FAR 52.222-62, Paid Sick Leave under Executive Order 13706 (DEVIATION 2026-O0038) (FEB 2026).
FAR 52.223-5, Pollution Prevention and Right-to-Know Information (May 2024)
FAR 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008)
FAR 52.223-11, Ozone-Depleting Substances (DEVIATION 2026-O0038) (FEB 2026).
FAR 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (DEVIATION 2026-O0038) (FEB 2026).
FAR 52.223-23, Sustainable Products (DEVIATION 2026-O0038) (FEB 2026).
FAR 52.224-3, Privacy Training (JAN 2017)
ALT I (JAN 2017) of FAR 52.224-3.
FAR 52.225-26, Contractors Performing Private Security Functions Outside the United States (OCT 2016)
FAR 52.226-7, Drug-Free Workplace (MAY 2024)
FAR 52.226-8, Encouraging Contractor Policies to Ban Text Messaging While Driving (MAY 2024)
FAR 52.227-1, Authorization and Consent (JUN 2020)
FAR 52.227-2, Notice and Assistance Regarding Patent and Copyright Infringement (Jun 2020)
FAR 52.228-3, Workers' Compensation Insurance (Defense Base Act) (Jul 2014)
FAR 52.228-5, Insurance-Work on a Government Installation (Jan 1997)
FAR 52.229-3, Federal, State, and Local Taxes (DEVIATION 2026-O0038) (FEB 2026)
FAR 52.229-6, Taxes-Foreign Fixed-Price Contracts (DEVIATION 2026-O0038). (FEB 2026)

FAR 52.229-11, Tax on Certain Foreign Procurements – Notice and Representation (DEVIATION 2026-O0038) (FEB 2026)
FAR 52.229-12, Tax on Certain Foreign Procurements (FEB 2021) (DEVIATION 2026-O0038) (FEB 2026).
FAR 52.232-11, Extras (APR 1984)
FAR 52.232-17, Interest (MAY 2014)
FAR 52.232-33, Payment by Electronic Funds Transfer— System for Award Management (OCT 2018).
FAR 52.232-39, Unenforceability of Unauthorized Obligations (Jun 2013)
FAR 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (MAR 2023).
FAR 52.232-90, Fast Payment Procedures (DEVIATION 2026-O0038) (FEB 2026)
FAR 52.233-2, Service of Protest (DEVIATION 2026-O0038) (FEB 2026).
FAR 52.233-3, Protest after Award (DEVIATION 2026-O0038) (FEB 2026).
FAR 52.233-4, Applicable Law for Breach of Contract Claim (DEVIATION 2026-O0038) (FEB 2026).
FAR 52.237-1, Site Visit (Apr 1984)
FAR 52.237-2, Protection of Government Buildings, Equipment, and Vegetation (Apr 1984)
FAR 52.240-90, Security Prohibitions and Exclusions Representations and Certifications (DEVIATION 2026-O0038) (FEB 2026)
FAR 52.240-91, Security Prohibitions and Exclusions (DEVIATION 2026-O0038) (FEB 2026).
FAR 52.240-93, Basic Safeguarding of Covered Contractor Information Systems (DEVIATION 2026-O0038) (FEB 2026)
FAR 52.242-5, Payments to Small Business Subcontractors (JAN 2017).
FAR 52.242-13, Bankruptcy (JUL 1995)
FAR 52.242-15, Stop Work Order (AUG 1989)
FAR 52.244-6, Subcontracts for Commercial Products and Commercial Services (DEVIATION 2026-O0038) (FEB 2026)
FAR 52.247-34, F.O.B. Destination (JAN 1991)
FAR 52.247-52, Clearance and Documentation Requirements-Shipments to DoD Air or Water Terminal Transshipment Points (DEVIATION 2026-O0038) (FEB 2026)
FAR 52.247-58, Loading, Blocking, and Bracing of freight car shipments (APR 1984)
FAR 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (DEVIATION 2026-O0038) (FEB 2026).
ALT I (APR 2003) of FAR 52.247-64.
ALT II (NOV 2021) of FRA 52.247-64.
FAR 52.247-68, Report of Shipment (REPSHIP) (Feb 2006)
FAR 52.252-5, Authorized Deviations in Provisions (Nov 2020)
FAR 52.252-6, Authorized Deviations in Clauses (Nov 2020)
FAR 52.253-1, Computer Generated Forms (JAN 1991)
DFARS 252.203-7000, Requirements Relating to Compensation of Former DoD Officials (SEP 2011)
DFARS 252.203-7002, Requirement to Inform Employees of Whistleblower Rights (DEC 2022)
DFARS 252.203-7005, Representation Relating to Compensation of Former DoD Officials (SEP 2022)
DFARS 252.204-7000, Disclosure of Information (DEVIATION 2026-O0025) (FEB 2026)
DFARS 252.204-7003, Control of Government Personnel Work Product (DEVIATION 2026-O0025) (FEB 2026)
DFARS 252.204-7004, Antiterrorism Awareness Training for Contractors (JAN 2023)
DFARS 252.204-7008, Compliance with Safeguarding Covered Defense Information Controls (DEVIATION 2026-O0025) (FEB 2026)
DFARS 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting (DEVIATION 2026-O0025) (FEB 2026)
DFARS 252.204-7016, Covered Defense Telecommunications Equipment or Services—Representation (DEVIATION 2026-O0025) (FEB 2026)

DFARS 252.204-7017, Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services—Representation (DEVIATION 2026-O0025) (FEB 2026)
DFARS 252.204-7018, Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services (JAN 2023)
DFARS 252.204-7024, Notice on the Use of the Supplier Performance Risk System (MAR 2023)
DFARS 252.204-7998, Alternate A, Annual Representations and Certifications) (DEVIATION 2026-O0043) (FEB 2026)
DFARS 252.205-7000, Provision of Information to Cooperative Agreement Holders (OCT 2024)
DFARS 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)
DFARS 252.215-7013, Supplies and Services Provided by Nontraditional Defense Contractors (JAN 2023)
DFARS 252.215-7992, Only One Offer (DEVIATION 2026-O0048) (MAR 2026)
DFARS 252.215-7994 Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data (DEVIATION 2026-O0048) (MAR 2026)
DFARS 252.215-7996, Notification to Offerors – Postaward Debriefings (DEVIATION 2026-O0048) (MAR 2026)
DFARS 252.216-7010, Postaward Debriefings for Task Orders and Delivery Orders (DEC 2025)
DFARS 252.219-7996, Small Business Subcontracting Plan (DoD Contracts) – Basic (DEVIATION 2026-O0037) (FEB 2026)
DFARS 252.223-7008, Prohibition of Hexavalent Chromium (JAN 2023)
DFARS 252.225-7001, Buy American and Balance of Payments Program - Basic (FEB 2024)
DFARS 252.225-7002, Qualifying Country Sources as Subcontractors (MAR 2022)
DFARS 252.225-7005, Identification of Expenditures in the United States (JUN 2005)
DFARS 252.225-7008, Restriction on Acquisition of Specialty Metals (MAR 2013)
DFARS 252.225-7009, Restriction on Acquisition of Certain Articles Containing Specialty Metals (JAN 2023)
DFARS 252.225-7012, Preference for Certain Domestic Commodities (APR 2022)
DFARS 252.225-7015, Restriction on Acquisition of Hand or Measuring Tools (JUN 2005)
DFARS 252.225-7016, Restriction on Acquisition of Ball and Roller Bearings (JAN 2023)
DFARS 252.225-7020, Trade Agreements Certificate (NOV 2014)
DFARS 252.225-7021, Trade Agreements (FEB 2024)
DFARS 252.225-7031, Secondary Arab Boycott of Israel (JUN 2005)
DFARS 252.225-7040, Contractor Personnel Supporting U.S. Armed Forces Deployed Outside the United States (AUG 2025)
DFARS 252.225-7041, Correspondence in English (JUN 1997)
DFARS 252.225-7042, Authorization to Perform (APR 2003)
DFARS 252.225-7048, Export Controlled Items (JUN 2013)
DFARS 252.225-7050, Disclosure of Ownership or Control by the Government of a Country That is a State Sponsor of Terrorism (DEVIATION 2026-O0025) (FEB 2026)
DFARS 252.225-7052, Restrictions on the Acquisition of Certain Magnets, Tantalum and Tungsten (MAY 2024)
DFARS 252.225-7055, Representation Regarding Business Operations with the Maduro Regime (MAY 2022)
DFARS 252.225-7056, Prohibition Regarding Business Operations with the Maduro Regime (JAN 2023)
DFARS 252.225-7057, Preaward Disclosure of Employment of Individuals Who Work in the People's republic of China (AUG 2022)
DFARS 252.225-7058, Postaward Disclosure of Employment of Individuals Who Work in the People's Republic of China (JAN 2023)
DFARS 252.225-7060, Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region (JUN 2023)
DFARS 252.225-7061, Restriction on Acquisition of Personal Protective Equipment and Certain Other Items from Non-Allied Foreign Nations (JAN 2023)

DFARS 252.225-7963, Antiterrorism/Force Protection Policy for Defense Contractors Outside the United States (DEVIATION 2026-O0041) (FEB 2026)
DFARS 252.225-7967, Prohibition Regarding Russian Fossil Fuel Business Operations (Deviation 2024-O0006) (MAR 2024)
DFARS 252.225-7975, Additional Access to Contractor and Subcontractor Records (Deviation 2024-O0003) (DEC 2023)
DFARS 252.225-7976, Contractor Personnel Performing in the Japan (DEVIATION 2018-O0019) (AUG2018)
DFARS 252.225-7993, Prohibition on Providing Funds to the Enemy (Deviation 2024-O0003) (DEC 2023)
DFARS 252.225-7980, Contractor Personnel Performing in the United States Africa Command Area of Responsibility (DEVIATION 2016-O0008) (Jun 2016)
DFARS 252.225-7987, Contractor Personnel Performing in the U.S. Southern Command Area of Responsibility (DEVIATION 2021-O0004) (FEB 2021)
DFARS 252.225-7995, Contractor Personnel Performing in the United States Central Command Area of Responsibility (DEVIATION 2017-O0004) (SEP 2017)
DFARS 252.227-7990, Technical Data - Commercial Products and Commercial Services (DEVIATION 2026-O0036) (FEB 2026)
DFARS 252.228-7006, Compliance with Spanish Laws and Insurance (DEC 1998)
DFARS 252.229-7002, Customs Exemptions (Germany) (JUN 1997)
DFARS 252.229-7003, Tax Exemptions (Italy) (MAR 2012)
DFARS 252.229-7005, Tax Exemptions (Spain) (MAR 2012)
DFARS 252.229-7006, Value Added Tax Exclusion (United Kingdom) (DEC 2011)
DFARS 252.229-7007, Verification of United States Receipt of Goods (JUN 1997)
DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports (DEC 2018)
DFARS 252.232-7008, Assignment of Claims (Overseas) (JUN 1997)
DFARS 252.232-7010, Levies on Contract Payments (DEC 2006)
DFARS 252.232-7011, Payments in Support of Emergencies and Contingency Operations (MAY 2013)
DFARS 252.233-7001, Choice of Law (Overseas) (JUN 1997)
DFARS 252.237-7998, Training for Contractor Personnel Interacting with Detainees (DEVIATION 2026-O0025) (FEB 2026).
DFARS 252.239-7017, Notice of Supply Chain Risk (DEC 2022).
DFARS 252.239-7018, Supply Chain Risk (DEC 2022)
DFARS 252.240-7997, NIST SP 800-171 DoD Assessment Requirements (DEVIATION 2026-O0025) (FEB 2026)
DFARS 252.243-7001, Pricing of Contract Modifications (DEC 1991)
DFARS 252.243-7002, Requests for Equitable Adjustment (DEC 2022)
DFARS 252.244-7999, Subcontracts for Commercial Products or Commercial Services (DEVIATION 2026-O0015) (FEB 2026)
DFARS 252.246-7003, Notification of Potential Safety Issues (JAN 2023)
DFARS 252.246-7004, Safety of Facilities, Infrastructure, and Equipment for Military Operations (OCT 2010)
DFARS 252.246-7006, Warranty Tracking of Serialized Items (MAR 2016)
DFARS 252.246-7007, Contractor Counterfeit Electronic Part Detection and Avoidance System (JAN 2023)
DFARS 252.246-7008, Sources of Electronic Parts (JAN 2023)
DFARS 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (JAN 2023)
DFARS 252.247-7023, Transportation of Supplies by Sea (OCT 2024)
ALT I, (OCT 2024) of DFARS 252.247-7023

Contract Clauses and Provisions incorporated in full text

FAR 52.204-90 Offeror Identification (DEVIATION 2026-O0038) (FEB 2026)

If the Offeror will not have an active Federal Government contracts registration in the System for Award Management (https://www.sam.gov) when submitting its offer, it shall complete paragraphs (c) and (d) of this provision and include its responses with its offer.

(a) *Definitions*. As used in this provision—
Commercial and Government Entity (CAGE) code has the meaning provided in the clause at FAR 52.204-91, Contractor Identification, of this solicitation.
Common parent means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.
Electronic Funds Transfer (EFT) indicator means a bank account identifier to establish additional System for Award Management records for identifying alternative EFT accounts (see part 32) for the same entity.
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. There may be more than one immediate owner (e.g., joint ventures).
Predecessor means an entity whose assets were acquired by the offeror or another entity (most often through merger or acquisition) and whose affairs are now carried out by the offeror or the other entity under a new name.
Taxpayer Identification Number means the number required by the Internal Revenue Service (IRS) to be used by the offeror to report income tax and other returns. It may be either a Social Security Number or an Employer Identification Number.
Unique entity identifier (UEI) has the meaning provided in the clause at FAR 52.204-91, Contractor Identification, of this solicitation.
(b) *Unique entity identifier (UEI).*
(1) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "Unique Entity Identifier" followed by the UEI that identifies the Offeror's name and address exactly as stated in the offer. The Offeror shall also enter its EFT indicator, if applicable.
(2) If the Offeror does not have a UEI, it shall go to https://www.sam.gov to obtain one. The Government will independently validate the existence and uniqueness of the Offeror before assigning a UEI.

(c) *Taxpayer identification*. The Offeror shall provide with its offer the following information that is necessary 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 the implementing IRS regulations:
(1) Taxpayer identification number (TIN)
□ TIN: _____;
□ TIN has been applied for; or
□ 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; or
□ Offeror is an agency or instrumentality of the Federal Government.
(2) *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 CFR 1.6049-4; or
□ Other.
(3) *Common parent.*
□ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision; or
□ Name and TIN of common parent:
Name: _____
TIN: _____
(4) The TIN provided in paragraph (c)(1) of this provision may be matched with IRS records to verify the accuracy of the Offeror's TIN. The Government may use the TIN 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)).

(d) Commercial and Government Entity (CAGE) code.
(1) The Offeror shall provide its CAGE code with its offer with its name and location address or otherwise include it prominently in its offer. The CAGE code shall be for that name and location address. Insert the word "CAGE" before the code. The Offeror may obtain a CAGE code as indicated in the following table.

If the Offeror is…	**Then…**
Located in the United States or its outlying areas	Submit a request to the DLA CAGE Branch via https://cage.dla.mil
Located outside the United States and its outlying areas and its country is a member of the North Atlantic Treaty Organization (NATO) or a sponsored nation	Contact the appropriate National Codification Bureau (https://www.nato.int/structur/ac/135/about/contacts)

Located outside the United States and its outlying areas and its country is not a member of NATO or a sponsored nation	Contact the NATO Support and Procurement Agency (NSPA) (https://eportal.nspa.nato.int/AC135Public/scage/CageList.aspx)

(2) The Offeror shall provide the CAGE code and legal business name (Do not use a "doing business as" name) for—
(i) Its immediate owner(s), if any;
(ii) Its highest-level owner, if any; and
(iii) Any predecessor(s), or predecessor of an Offeror's predecessor, that held a Federal contract or grant within the last three years.

Owner Type	CAGE Code	Legal Business Name
Immediate owner		
Highest-level owner		
Predecessor*		

* Predecessor CAGE code may be marked "Unknown."
(3) If the Offeror has more than one immediate owner (such as a joint venture), give the information for each owner (or joint venture participant). If the Offeror has more than one predecessor, provide information for each predecessor in reverse chronological order.

(End of provision)

FAR 52.209-2 Prohibition on Contracting With Inverted Domestic Corporations-Representation (DEVIATION 2026-O0038) (FEB 2026)

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

(b) 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 9.108-3(b) applies or the requirement is waived in accordance with the procedures at 9.108-5.

(c) *Representation*. The Offeror represents that-
(1) It □ is, □ is not an inverted domestic corporation; and
(2) It □ is, □ is not a subsidiary of an inverted domestic corporation.

(End of provision)

FAR 52.209-5 Certification Regarding Responsibility Matters (DEVIATION 2026-O0038) (FEB 2026)

Certification Regarding Responsibility Matters (Aug 2020)

(a) (1) The Offeror certifies, to the best of its knowledge and belief, that—
(i) The Offeror and/or any of its Principals–
(A) Are □ are not □ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) 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 public (Federal, State, or local) 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 (if offeror checks "have", the offeror shall also see 52.209-7, if included in this solicitation);

(C) Are □ are not □ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision;

(D) 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.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) 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.

(ii) 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.

(2) Examples.

(i) 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.

(ii) 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.

(iii) 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.
(iv) 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).

(ii) The Offeror has □ has not □, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principal," for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

FAR 52.209-11 Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law (DEVIATION 2026-O0038)

(a) The Government will not enter into a contract with any corporation that—

(1) 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

(2) 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.

(b) The Offeror represents that–

(1) 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

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

(End of provision)

FAR 52.209-12 Certification Regarding Tax Matters (OCT 2025)

(a) This provision implements section 523 of Division B of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts.

(b) If the Offeror is proposing a total contract price that will exceed $7 million (including options), the Offeror shall certify that, to the best of its knowledge and belief, it

(1) Has □ filed all Federal tax returns required during the three years preceding the certification;

(2) Has not □ been convicted of a criminal offense under the Internal Revenue Code of 1986; and

(3) Has not □, more than 90 days prior to certification, been notified of any unpaid Federal tax assessment for which the liability remains unsatisfied, unless the assessment is the subject of an installment agreement or offer in compromise that has been approved by the Internal Revenue Service and is not in default, or the assessment is the subject of a non-frivolous administrative or judicial proceeding.

(End of provision)

FAR 52.211-14 Notice of Priority Rating for National Defense, Emergency Preparedness, and Energy Program Use (APR 2008)

Any contract awarded as a result of this solicitation will be □ DX* rated order; □ DO rated order certified for national defense, emergency preparedness, and energy program use under the Defense Priorities and Allocations System (DPAS) (15 CFR700), and the Contractor will be required to follow all of the requirements of this regulation.

***Note:** Though the basic contract is not rated, individual delivery orders may be rated.

(End of provision)

FAR 52.216-1 TYPE OF CONTRACT (DEVIATION 2026-O0038) (FEB 2026)

The Government contemplates award of a Firm-Fixed Price contract resulting from this solicitation.

(End of provision)

FAR 52.216-18 ORDERING (AUG 2020)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the effective date of the contract through the end of the contract base period (or through the end of each two-year option period, if exercised).
(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) A delivery order or task order is considered "issued" when—
(1) If sent by mail (includes transmittal by U.S. mail or private delivery service), the Government deposits the order in the mail;
(2) If sent by fax, the Government transmits the order to the Contractor's fax number; or
If sent electronically, the Government either—
(i) Posts a copy of the delivery order or task order to a Government document access system, and notice is sent to the Contractor; or
(ii) Distributes the delivery order or task order via email to the Contractor's email address.

(d) Orders may be issued by methods other than those enumerated in this clause only if authorized in the contract.

(End of clause)

FAR 52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than * , 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 **;
(2) Any order for a combination of items in excess of **; or,
(3) A series of orders from the same ordering office within N/A days that together call for quantities exceeding the limitation in subparagraph (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.

*** There is no minimum quantity/dollar value per order.**
**** There is no maximum quantity/dollar value per order.**

(End of clause)

FAR 52.216-22 INDEFINITE QUANTITY (DEVIATION 2026-O0038) (FEB 2026)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the ordering period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order, which may include order options to be exercised after the ordering period of this contract but before the end of the period of performance of the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order, including options exercised, to the same extent as if the order were completed during the contract's ordering period; provided, that the Contractor shall not be required to make any deliveries under this contract after **later than two years after the expiration of the contract ordering period**.

(End of clause)

FAR 52.216-27 SINGLE OR MULTIPLE AWARDS (OCT 1995)

The Government may elect to award a single delivery order contract or task order contract or to award multiple delivery order contracts or task order contracts for the same or similar supplies or services to two or more sources under this solicitation.

Note: While the Government intends to award multiple contracts (a maximum of seven (7)), the exact number of contracts to be awarded will be based on a determination by the contracting officer at the time of award. The determination, which will be at the sole discretion of the contracting officer, will be based on, among other factors, the quality of offers received.

(End of provision)

FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within *3 days of contract expiration*; 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 TEN YEARS.

(End of clause)

FAR 52.219-28 Post Award Small Business Program Representation (DEVIATION 2026-O0038) (FEB 2026)

(a) *Definitions*. As used in this clause—
Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.
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 the size standard in paragraph (c) of this clause.
(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.

(b) If the Contractor represented that it was a small business concern, a small disadvantaged business concern, or a joint venture that was any of the small business concerns identified in 19.000(a)(3) prior to award of this contract, the Contractor shall rerepresent its size and socioeconomic status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.
(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.
(3) For long-term contracts-

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and
(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code(s) assigned to this contract. The small business size standard corresponding to this NAICS code(s) can be found at https://www.sba.gov/document/support--table-size-standards.

(d) The small business size standard for a Contractor providing an end item that it does not manufacture, process, or produce itself, for a contract other than a construction or service contract, is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519, if the acquisition—

(1) Was set aside for small business and has a value above the simplified acquisition threshold;

(2) Used the HUBZone price evaluation preference regardless of dollar value, unless the Contractor waived the price evaluation preference; or

(3) Was an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the representation(s) required by paragraph (b) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting officer in writing within the timeframes specified in paragraph (b) of this clause, that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in SAM, or does not have a representation in SAM for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

(1) The Contractor represents that it □ is, □ is not a small business concern under *NAICS Code* _____ assigned to *contract number* _____.

(2) [*Complete only if the Contractor represented itself as a small business concern in paragraph (g)(1) of this clause*.] The Contractor represents that it □ is, □ is not, a small disadvantaged business concern as defined in 13 CFR 124.1001.

(3) *Women-owned small business (WOSB) joint venture eligible under the WOSB Program*. The Contractor represents that it □ is, □ is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [*The Contractor shall enter the name and unique entity identifier of each party to the joint venture:* __.]

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

(5) *Service-disabled veteran-owned small business (SDVOSB) joint venture eligible under the SDVOSB Program*. The Contractor represents that it □ is, □ is not an SDVOSB joint venture eligible under the SDVOSB Program that complies with the requirements of 13 CFR 128.402. [*The Contractor shall enter the name and unique entity identifier of each party to the joint venture:* __.]

(6) *HUBZone joint venture eligible under the HUBZone Program.*[*Complete only if the offeror is a HUBZone small business concern.*] The offeror represents, as part of its offer, that It □ is, □ is not a HUBZone joint venture that complies with the requirements of 13 CFR 126.616(a) through (c). [*The Contractor 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 must be certified as a HUBZone concern. [*Contractor to sign and date and insert authorized signer's name and title.*_____]

(End of clause)

FAR 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (DEVIATION 2026-O0038) (FEB 2026)

(a) *Hazardous material*, as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The Offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Safety Data Sheet submitted under this contract.

Material (If none, insert *None*) Identification No.

_____ _____

_____ _____

_____ _____

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to-

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

(End of clause)

DFARS 252.204-7021 Contractor Compliance with the Cybersecurity Maturity Model Certification Level Requirements (NOV 2025) *

(a) Definitions. As used in this clause—

"Controlled unclassified information" means information the Government creates or possesses, or information an entity creates or possesses for or on behalf of the Government, that a law, regulation, or Governmentwide policy requires or permits an agency to handle using safeguarding or dissemination controls (32 CFR 2002.4(h)).

"Current" means—

(1) With regard to Conditional Cybersecurity Maturity Model Certification (CMMC) Status—

(i) Not older than 180 days for Conditional Level 2 (Self) assessments and Conditional Level 2 (certified third-party assessment organization (C3PAO)) assessments, with—

(A) No changes in compliance with the requirements at 32 CFR part 170 since the Conditional CMMC Status date (see 32 CFR 170.16 and 170.17); and

(B) A corresponding affirmation of continuous compliance by an affirming official (see 32 CFR 170.4); and

(ii) Not older than 180 days for Conditional Level 3 (Defense Industrial Base Cybersecurity Assessment Center (DIBCAC)) assessments, with—

(A) No changes in compliance with the requirements at 32 CFR part 170 since the Conditional CMMC Status date (see 32 CFR 170.18); and

(B) A corresponding affirmation of continuous compliance by an affirming official;

(2) With regard to Final CMMC Status—

(i) Not older than 1 year for Final Level 1 (Self), with—

(A) No changes in compliance with the requirements at 32 CFR part 170 since the Final CMMC Status date (see 32 CFR 170.15); and

(B) A corresponding affirmation of continuous compliance, not older than 1 year, by an affirming official;

(ii) Not older than 3 years for Final Level 2 (Self) assessments and Final Level 2 (C3PAO) assessments, with—

(A) No changes in compliance with the requirements at 32 CFR part 170 since the Final CMMC Status date (see 32 CFR 170.16 and 170.17); and

(B) A corresponding affirmation of continuous compliance, not older than 1 year, by an affirming official; and

(iii) Not older than 3 years for Final Level 3 (DIBCAC) assessments, with—

(A) No changes in compliance with the requirements at 32 CFR part 170 since the Final CMMC Status date (see 32 CFR 170.18); and

(B) A corresponding affirmation of continuous compliance, not older than 1 year, by an affirming official; and

(3) With regard to affirmation of continuous compliance (32 CFR 170.22), not older than 1 year with no changes in compliance with the requirements at 32 CFR part 170.

"Cybersecurity Maturity Model Certification (CMMC) status" means the result of meeting or exceeding the minimum required score for the corresponding assessment. The potential statuses are as follows:

(1) Final Level 1 (Self).

(2) Conditional Level 2 (Self).

(3) Final Level 2 (Self).

(4) Conditional Level 2 (C3PAO).

(5) Final Level 2 (C3PAO).

(6) Conditional Level 3 (DIBCAC).

(7) Final Level 3 (DIBCAC).

"Cybersecurity Maturity Model Certification unique identifier (CMMC UID)" means 10 alpha-numeric characters assigned to each CMMC assessment and reflected in theSupplier Performance Risk System (SPRS) for each contractor information system.

"Federal contract information (FCI)" means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government. It does not include information provided by the Government to the public, such as on public websites, or simple transactional information, such as information necessary to process payments.

"Plan of action and milestones" means a document that identifies tasks to be accomplished. It details resources required to accomplish the elements of the plan, any milestones in meeting the tasks, and scheduled completion dates for the milestones, as defined in National Institute of Standards and Technology Special Publication 800-115 (32 CFR 170.21).

(b) Framework. The Cybersecurity Maturity Model Certification (CMMC) is a framework for assessing a contractor's compliance with applicable information security protections (see 32 CFR part 170).

(c) Duplication. The CMMC assessments will not duplicate efforts from any other comparable DoD assessment, except for rare circumstances when a reassessment may be necessary, for example, when there are indications of issues with cybersecurity and/or compliance with CMMC requirements.

(d) Requirements. The Contractor shall—

(1)(i) Have and maintain for the duration of the contract a current CMMC status at the following CMMC level, or higher: CMMC Level 2 (C3PAO) for all information systems used in performance of the contract, task order, or delivery order that process, store, or transmit FCI or CUI; and

(ii) Consult 32 CFR 170.23 related to the flowdown of the CMMC requirements, and flow down the correct CMMC level to subcontracts and other contractual instruments;

(2) Only process, store, or transmit FCI or CUI on contractor information systems that have a CMMC status at the CMMC level requiredin paragraph (d)(1) of this clause, or higher;

(3) Complete on an annual basis, and maintain as current,an affirmation, by the affirming official (see 32 CFR 170.4), of continuous compliance with the requirements associated with the CMMC level required in paragraph (d)(1) of this clause in the Supplier Performance Risk System (SPRS) (https://piee.eb.mil) for each CMMC UID applicable to each of the contractor information systems that process, store, or transmit FCI or CUI and that are used in performance of the contract;

(4) Ensure all subcontractors and suppliers complete prior to subcontract award, and maintain on an annual basis,an affirmation, by the affirming official (see 32 CFR 170.4), of continuous compliance with the requirements associated with the CMMC level required for the subcontract or other contractual instrument for each of the subcontractor information systems that process, store, or transmit FCI or CUI and that are used in performance of the subcontract; and

(5) If the Contractor has a CMMC Status of Conditional, successfully close out a valid plan of action and milestones (32 CFR 170.21) to achieve a CMMC Status of Final.

(e) Reporting. The Contractor shall—

(1) Submit to the Contracting Officer—

(i) The CMMC UID(s) issued by SPRS for contractor information systems that will process, store, or transmit FCI or CUI during performance of the contract; and

(ii) Any changes in the CMMC UIDs generated in SPRS throughout the life of the contract, task order, or delivery order, if applicable;

(2)Enter into SPRS the results of a current self-assessment for each CMMC UID, not covered by a C3PAO assessment or DIBCAC assessment, applicable to each of the contractor information systems that process, store, or transmit FCI or CUI and that are used in performance of the contract; and

(3) Complete in SPRS on an annual basis and maintain as current an affirmation of continuous compliance by the affirming official (see 32 CFR 170.4) for each self-assessment, C3PAO assessment, or DIBCAC assessment required under the contract in SPRS.

(f) Subcontracts. The Contractor shall—

(1) Insert the substance of this clause, including this paragraph (f) and excluding paragraph (e)(1), in subcontracts and other contractual instruments, including those for the acquisition of commercial products and commercial services, excluding commercially available off-the-shelf items , if the subcontract or other contractual instrument will contain a requirement to process, store, or transmit FCI or CUI; and

(2) Prior to awarding a subcontract or other contractual instrument, ensure that the subcontractor has a current CMMC certificate or current CMMC status at the CMMC level that is appropriate for the information that is being flowed down to the subcontractor based on the requirements at 32 CFR 170.23.

***Note: This clause may be applicable on an order by order basis effective November 10, 2028**.

DFARS 252.204-7025 Notice of Cybersecurity Maturity Model Certification Level Requirements (NOV 2025) (DEVIATION 2026-O0025) (FEB 2026)*

(a) Definitions. As used in this provision, "controlled unclassified information (CUI)," "current," "Cybersecurity Maturity Model Certification (CMMC) status," "Cybersecurity Maturity Model Certification unique identifier (CMMC UID)," "Federal contract information (FCI)", and "plan of action and milestones" have the meaning given in the Defense Federal Acquisition Regulation Supplement 252.204-7021, Contractor Compliance With the Cybersecurity Maturity Model Certification Level Requirements, clause of this solicitation.

(b)(1) Cybersecurity Maturity Model Certification (CMMC) level. The CMMC level required by this solicitation is: CMMC Level 2 (C3PAO). This CMMC level, or higher (see 32 CFR part 170), is required prior to award for each contractor information system that will process, store, or transmit Federal contract information (FCI) or controlled unclassified information (CUI) during performance of the contract.

(2) The Offeror will not be eligible for award of a contract, task order, or delivery order resulting from this solicitation if the Offeror does not have, for each of the contractor information systems that will process, store, or transmit FCI or CUI and that will be used in performance of a contract resulting from this solicitation—

(i) The current CMMC status entered in the Supplier Performance Risk System (SPRS) (https://piee.eb.mil) at the CMMC level required by paragraph (b)(1) of this provision; and

(ii) A current affirmation of continuous compliance with the security requirements identified at 32 CFR part 170 in SPRS.

(c) Plan of action and milestones. If the Offeror has a CMMC Status of Conditional, the Offeror shall successfully close out a valid plan of action and milestones (32 CFR 170.21) to achieve a CMMC Status of Final.

(d) CMMC unique identifiers. The Offeror shall provide, in the proposal, the CMMC unique identifier(s) (CMMC UIDs) issued by SPRS for each contractor information system that will process, store, or transmit FCI

or CUI during performance of a contract, task order, or delivery order resulting from this solicitation. The Offeror also shall update the list when new CMMC UIDs are generated in SPRS. The CMMC UIDs are provided in SPRS after the Offeror enters the results of self-assessment(s) for each such information system.

***Note: This clause may be applicable on an order by order basis effective November 10, 2028**.

DFARS 252.208-7000 Intent to Furnish Precious Metals as Government- Furnished Material (DEC 1991)

(a) The Government intends to furnish precious metals required in the manufacture of items to be delivered under the contract if the Contracting Officer determines it to be in the Government's best interest. The use of Government-furnished silver is mandatory when the quantity required is one hundred troy ounces or more. The precious metal(s) will be furnished pursuant to the Government Furnished Property clause of the contract.

(b) The Offeror shall cite the type (silver, gold, platinum, palladium, iridium, rhodium, and ruthenium) and quantity in whole troy ounces of precious metals required in the performance of this contract (including precious metals required for any first article or production sample), and shall specify the national stock number (NSN) and nomenclature, if known, of the deliverable item requiring precious metals.

Precious Metal*	Quantity	Deliverable Item (NSN and Nomenclature)

*If platinum or palladium, specify whether sponge or granules are required.

(c) Offerors shall submit two prices for each deliverable item which contains precious metals--one based on the Government furnishing precious metals, and one based on the Contractor furnishing precious metals. Award will be made on the basis which is in the best interest of the Government.

(d) The Contractor agrees to insert this clause, including this paragraph (d), in solicitations for subcontracts and purchase orders issued in performance of this contract, unless the Contractor knows that the item being purchased contains no precious metals.

(End of clause)

DFARS 252.211-7003 Item Unique Identification and Valuation (JAN 2023)

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

"Automatic identification device" means a device, such as a reader or interrogator, used to retrieve data encoded on machine-readable media.

"Concatenated unique item identifier" means—

(1) For items that are serialized within the enterprise identifier, the linking together of the unique

identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise identifier; or

(2) For items that are serialized within the original part, lot, or batch number, the linking together of the unique identifier data elements in order of the issuing agency code; enterprise identifier; original part, lot, or batch number; and serial number within the original part, lot, or batch number.

"Data matrix" means a two-dimensional matrix symbology, which is made up of square or, in some cases, round modules arranged within a perimeter finder pattern and uses the Error Checking and Correction 200 (ECC200) specification found within International Standards Organization (ISO)/International Electrotechnical Commission (IEC) 16022.

"Data qualifier" means a specified character (or string of characters) that immediately precedes a data field that defines the general category or intended use of the data that follows.

"DoD recognized unique identification equivalent" means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at https://www.acq.osd.mil/asda/dpc/ce/ds/unique-id.html.

"DoD item unique identification" means a system of marking items delivered to DoD with unique item identifiers that have machine-readable data elements to distinguish an item from all other like and unlike items. For items that are serialized within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier and a unique serial number. For items that are serialized within the part, lot, or batch number within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier; the original part, lot, or batch number; and the serial number.

"Enterprise" means the entity (e.g., a manufacturer or vendor) responsible for assigning unique item identifiers to items.

"Enterprise identifier" means a code that is uniquely assigned to an enterprise by an issuing agency.

"Government's unit acquisition cost" means—

(1) For fixed-price type line, subline, or exhibit line items, the unit price identified in the contract at the time of delivery;

(2) For cost-type or undefinitized line, subline, or exhibit line items, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery; and

(3) For items produced under a time-and-materials contract, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery.

"Issuing agency" means an organization responsible for assigning a globally unique identifier to an enterprise, as indicated in the Register of Issuing Agency Codes for ISO/IEC 15459, located at http://www.aimglobal.org/?Reg_Authority15459.

"Issuing agency code" means a code that designates the registration (or controlling) authority for the enterprise identifier.

"Item" means a single hardware article or a single unit formed by a grouping of subassemblies, components, or constituent parts.

"Lot or batch number" means an identifying number assigned by the enterprise to a designated group of items, usually referred to as either a lot or a batch, all of which were manufactured under identical conditions.

"Machine-readable" means an automatic identification technology media, such as bar codes, contact memory buttons, radio frequency identification, or optical memory cards.

"Original part number" means a combination of numbers or letters assigned by the enterprise at item creation to a class of items with the same form, fit, function, and interface.

"Parent item" means the item assembly, intermediate component, or subassembly that has an embedded item with a unique item identifier or DoD recognized unique identification equivalent.

"Serial number within the enterprise identifier" means a combination of numbers, letters, or symbols assigned by the enterprise to an item that provides for the differentiation of that item from any other like and unlike item and is never used again within the enterprise.

"Serial number within the part, lot, or batch number" means a combination of numbers or letters assigned by the enterprise to an item that provides for the differentiation of that item from any other like item within a part, lot, or batch number assignment./

"Serialization within the enterprise identifier" means each item produced is assigned a serial number that is unique among all the tangible items produced by the enterprise and is never used again. The enterprise is responsible for ensuring unique serialization within the enterprise identifier.

"Serialization within the part, lot, or batch number" means each item of a particular part, lot, or batch number is assigned a unique serial number within that part, lot, or batch number assignment. The enterprise is responsible for ensuring unique serialization within the part, lot, or batch number within the enterprise identifier.

"Type designation" means a combination of letters and numerals assigned by the Government to a major end item, assembly or subassembly, as appropriate, to provide a convenient means of differentiating between items having the same basic name and to indicate modifications and changes thereto.

"Unique item identifier" means a set of data elements marked on items that is globally unique and unambiguous. The term includes a concatenated unique item identifier or a DoD recognized unique identification equivalent.

"Unique item identifier type" means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at https://www.acq.osd.mil/asda/dpc/ce/ds/unique-id.html.

(b) The Contractor shall deliver all items under a contract line, subline, or exhibit line item.

(c) *Unique item identifier.*

(1) The Contractor shall provide a unique item identifier for the following:

(i) Delivered items for which the Government's unit acquisition cost is $5,000 or more, except for the following line items:

Contract Line, Subline, or Exhibit Line Item Number	Item Description

_____
_____
_____

(ii) Items for which the Government's unit acquisition cost is less than $5,000 that are identified in the Schedule or the following table:

Contract Line, Subline, or Exhibit Line Item Number	Item Description

(If items are identified in the Schedule, insert "See Schedule" in this table.)

(iii) Subassemblies, components, and parts embedded within delivered items, items with warranty requirements, DoD serially managed reparables and DoD serially managed nonreparables as specified in Attachment Number ____.

(iv) Any item of special tooling or special test equipment as defined in FAR 2.101 that have been designated for preservation and storage for a Major Defense Acquisition Program as specified in Attachment Number ____.

(v) Any item not included in (i), (ii), (iii), or (iv) for which the contractor creates and marks a unique item identifier for traceability.

(2) The unique item identifier assignment and its component data element combination shall not be duplicated on any other item marked or registered in the DoD Item Unique Identification Registry by the contractor.

(3) The unique item identifier component data elements shall be marked on an item using two dimensional data matrix symbology that complies with ISO/IEC International Standard 16022, Information technology – International symbology specification – Data matrix; ECC200 data matrix specification.

(4) *Data syntax and semantics of unique item identifiers.* The Contractor shall ensure that—

(i) The data elements (except issuing agency code) of the unique item identifier are encoded within the data matrix symbol that is marked on the item using one of the following three types of data qualifiers, as determined by the Contractor:

(A) Application Identifiers (AIs) (Format Indicator 05 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology – EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(B) Data Identifiers (DIs) (Format Indicator 06 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology – EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(C) Text Element Identifiers (TEIs) (Format Indicator 12 of ISO/IEC International Standard

15434), in accordance with the Air Transport Association Common Support Data Dictionary; and

(ii) The encoded data elements of the unique item identifier conform to the transfer structure, syntax, and coding of messages and data formats specified for Format Indicators 05, 06, and 12 in ISO/IEC International Standard 15434, Information Technology – Transfer Syntax for High Capacity Automatic Data Capture Media.

(5) *Unique item identifier*.

(i) The Contractor shall—

(A) Determine whether to—

(1) Serialize within the enterprise identifier;

(2) Serialize within the part, lot, or batch number; or

(3) Use a DoD recognized unique identification equivalent (e.g. Vehicle Identification Number); and

(B) Place the data elements of the unique item identifier (enterprise identifier; serial number; DoD recognized unique identification equivalent; and for serialization within the part, lot, or batch number only: original part, lot, or batch number) on items requiring marking by paragraph (c)(1) of this clause, based on the criteria provided in MIL-STD-130, Identification Marking of U.S. Military Property, latest version;

(C) Label shipments, storage containers and packages that contain uniquely identified items in accordance with the requirements of MIL-STD-129, Military Marking for Shipment and Storage, latest version; and

(D) Verify that the marks on items and labels on shipments, storage containers, and packages are machine readable and conform to the applicable standards. The contractor shall use an automatic identification technology device for this verification that has been programmed to the requirements of Appendix A, MIL-STD-130, latest version.

(ii) The issuing agency code—

(A) Shall not be placed on the item; and

(B) Shall be derived from the data qualifier for the enterprise identifier.

(d) For each item that requires item unique identification under paragraph (c)(1)(i), (ii), or (iv) of this clause or when item unique identification is provided under paragraph (c)(1)(v), in addition to the information provided as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the Contractor shall report at the time of delivery, as part of the Material Inspection and Receiving Report, the following information:

(1) Unique item identifier.

(2) Unique item identifier type.

(3) Issuing agency code (if concatenated unique item identifier is used).

(4) Enterprise identifier (if concatenated unique item identifier is used).

(5) Original part number (if there is serialization within the original part number).

(6) Lot or batch number (if there is serialization within the lot or batch number).

(7) Current part number (optional and only if not the same as the original part number).

(8) Current part number effective date (optional and only if current part number is used).

(9) Serial number (if concatenated unique item identifier is used).

(10) Government's unit acquisition cost.

(11) Unit of measure.

(12) Type designation of the item as specified in the contract schedule, if any.

(13) Whether the item is an item of Special Tooling or Special Test Equipment.

(14) Whether the item is covered by a warranty.

(e) For embedded subassemblies, components, and parts that require DoD item unique identification under paragraph (c)(1)(iii) of this clause or when item unique identification is provided under paragraph (c)(1)(v), the Contractor shall report as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

(1) Unique item identifier of the parent item under paragraph (c)(1) of this clause that contains the embedded subassembly, component, or part.

(2) Unique item identifier of the embedded subassembly, component, or part.

(3) Unique item identifier type.**

(4) Issuing agency code (if concatenated unique item identifier is used).**

(5) Enterprise identifier (if concatenated unique item identifier is used).**

(6) Original part number (if there is serialization within the original part number).**

(7) Lot or batch number (if there is serialization within the lot or batch number).**

(8) Current part number (optional and only if not the same as the original part number).**

(9) Current part number effective date (optional and only if current part number is used).**

(10) Serial number (if concatenated unique item identifier is used).**

(11) Description.

** Once per item.

(f) The Contractor shall submit the information required by paragraphs (d) and (e) of this clause as follows:

(1) End items shall be reported using the receiving report capability in Wide Area WorkFlow (WAWF) in accordance with the clause at 252.232-7003. If WAWF is not required by this contract, and the contractor is not using WAWF, follow the procedures at http://dodprocurementtoolbox.com/site/uidregistry/.

(2) Embedded items shall be reported by one of the following methods—

(i) Use of the embedded items capability in WAWF;

(ii) Direct data submission to the IUID Registry following the procedures and formats at http://dodprocurementtoolbox.com/site/uidregistry/; or

(iii) Via WAWF as a deliverable attachment for exhibit line item number *(fill in)* ___, Unique Item Identifier Report for Embedded Items, Contract Data Requirements List, DD Form 1423.

(g) *Subcontracts*. If the Contractor acquires by subcontract, any item(s) for which item unique identification is required in accordance with paragraph (c)(1) of this clause, the Contractor shall include this clause, including this paragraph (g), in the applicable subcontract(s), including subcontracts for commercial products or commercial services.

(End of clause)

DFARS 252.223-7001 HAZARD WARNING LABELS (DEC 1991)

(a) "Hazardous material," as used in this clause, is defined in the Hazardous Material Identification and Material Safety Data clause of this contract.

(b) The Contractor shall label the item package (unit container) of any hazardous material to be delivered under this contract in accordance with the Hazard Communication Standard (29 CFR 1910.1200 et seq). The Standard requires that the hazard warning label conform to the requirements of the standard unless the material is otherwise subject to the labelling requirements of one of the following statutes:

(1) Federal Insecticide, Fungicide and Rodenticide Act;

(2) Federal Food, Drug and Cosmetics Act;

(3) Consumer Product Safety Act;

(4) Federal Hazardous Substances Act; or

(5) Federal Alcohol Administration Act.

(c) The Offeror shall list which hazardous material listed in the Hazardous Material Identification and Material Safety Data clause of this contract will be labelled in accordance with one of the Acts in paragraphs (b)(1) through (5) of this clause instead of the Hazard Communication Standard. Any hazardous material not listed will be interpreted to mean that a label is required in accordance with the Hazard Communication Standard.

MATERIAL (If None, Insert "None.")	ACT

(d) The apparently successful Offeror agrees to submit, before award, a copy of the hazard warning label for all hazardous materials not listed in paragraph (c) of this clause. The Offeror shall submit the label with the Material Safety Data Sheet being furnished under the Hazardous Material Identification and Material Safety Data clause of this contract.

(e) The Contractor shall also comply with MIL-STD-129, Marking for Shipment and Storage (including revisions adopted during the term of this contract).

(End of clause)

DFARS 252.225-7000 Buy American—Balance of Payments Program Certificate (FEB 2024)

(a) *Definitions.* "Commercially available off-the-shelf (COTS) item," "component," "critical component," "critical item," "domestic end product," "foreign end product," "qualifying country," "qualifying country end product," and "United States," as used in this provision, have the meanings given in the 252.225-7001, Buy American and Balance of Payments Program—Basic clause of this solicitation.

(b) *Evaluation.* The Government—

(1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and

(2) Will evaluate offers of qualifying country end products without regard to the restrictions of the Buy American statute or the Balance of Payments Program.

(c) *Certifications and identification of country of origin.*

(1) For all line items subject to the Buy American and Balance of Payments Program—Basic clause of this solicitation, the Offeror certifies that—

(i) Each end product, except those listed in paragraphs (c)(2) or (3) of this provision, is a domestic end product and that each domestic end product listed in paragraph (c)(4) of this provision contains a critical component or a critical item; and

(ii) For end products other than COTS items, components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country. For those 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".

(2) The Offeror certifies that the following end products are qualifying country end products:

Line Item Number	Country of Origin

(3) The following end products are other foreign end products, including 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".

Line Item Number	Country of Origin (If known)	Exceeds 55% Domestic Content (yes/no)

(4) The Offeror shall separately list the line item numbers of domestic end products that contain a critical component or a critical item (see Federal Acquisition Regulation 25.105).

Domestic end products containing a critical component or a critical item: Line Item Number

_____

[List as necessary]

(End of provision)

DFARS 252.225-7010 Commercial Derivative Military Article—Specialty Metals Compliance Certificate (JUL 2009)

(a) *Definitions*. "Commercial derivative military article," "commercially available off-the-shelf item," "produce," "required form," and "specialty metal," as used in this provision, have the meanings given in the clause of this solicitation entitled "Restriction on Acquisition of Certain Articles Containing Specialty Metals" (DFARS 252.225-7009).

(b) The offeror shall list in this paragraph any commercial derivative military articles it intends to deliver under any contract resulting from this solicitation using the alternative compliance for commercial derivative military articles, as specified in paragraph (d) of the clause of this solicitation entitled "Restriction on Acquisition of Certain Articles Containing Specialty Metals" (DFARS 252.225-7009). The offeror's designation of an item as a "commercial derivative military article" will be subject to Government review and approval.

_____

_____

(c) If the offeror has listed any commercial derivative military articles in paragraph (b) of this provision, the offeror certifies that, if awarded a contract as a result of this solicitation, and if the Government approves the designation of the listed item(s) as commercial derivative military articles, the offeror and its subcontractor(s) will demonstrate that individually or collectively they have entered into a contractual agreement or agreements to purchase an amount of domestically melted or produced specialty metal in the required form, for use during the period of contract performance in the production of each commercial derivative military article and the related commercial article, that is not less than the Contractor's good faith estimate of the greater of—

(1) An amount equivalent to 120 percent of the amount of specialty metal that is required to carry out the production of the commercial derivative military article (including the work performed under each subcontract); or

(2) An amount equivalent to 50 percent of the amount of specialty metal that will be purchased by the Contractor and its subcontractors for use during such period in the production of the commercial derivative military article and the related commercial article.

(d) For the purposes of this provision, the amount of specialty metal that is required to carry out the production of the commercial derivative military article includes specialty metal contained in any item, including commercially available off-the-shelf items, incorporated into such commercial derivative military articles.

(End of provision)

DFARS 252.225-7046, Exports by Approved Community Members in Response to the Solicitation (JUN 2013)

(a) *Definitions.* The definitions of "Approved Community", "defense articles", Defense Trade Cooperation (DTC) Treaty", "export", "Implementing Arrangement", "qualifying defense articles", "transfer", and "U.S. DoD Treaty-eligible requirements" in DFARS clause 252.225-7047 apply to this provision.

(b) All contract line items in the contemplated contract, except any identified in this paragraph, are intended to satisfy U.S. DoD Treaty-eligible requirements. Specific defense articles that are not U.S. DoD Treaty-eligible will be identified as such in those contract line items that are otherwise U.S. DoD Treaty-eligible.

CONTRACT LINE ITEMS NOT INTENDED TO SATISFY
U.S. DoD TREATY-ELIGIBLE REQUIREMENTS:

_____

[*Enter Contract Line Item Number(s) or enter "None"*]

(c) Approved Community members responding to the solicitation may only export or transfer defense articles that specifically respond to the stated requirements of the solicitation.

(d) Subject to the other terms and conditions of the solicitation and the contemplated contract that affect the acceptability of foreign sources or foreign end products, components, parts, or materials, Approved Community members are permitted, but not required, to use the DTC Treaties for exports or transfers of qualifying defense articles in preparing a response to this solicitation.

(e) Any conduct by an offeror responding to this solicitation that falls outside the scope of the DTC Treaties, the Implementing Arrangements, and the implementing regulations of the Department of State in 22 CFR 126.16 (Australia), 22 C.F.R. 126.17 (United Kingdom), and 22 C.F.R. 126 Supplement No. 1 (exempted technologies list) is subject to all applicable International Traffic in Arms Regulations (ITAR) requirements, including any criminal, civil, and administrative penalties or sanctions, as well as all other United States statutory and regulatory requirements outside of ITAR.

(f) If the offeror uses the procedures established pursuant to the DTC Treaties, the offeror agrees that, with regard to the export or transfer of a qualifying defense article associated with responding to the solicitation, the offeror shall—

(1) Comply with the requirements and provisions of the applicable DTC Treaties, the Implementing Arrangements, and corresponding regulations (including the ITAR) of the U.S. Government and the government of Australia or of the United Kingdom, as applicable;

(2) Prior to the export or transfer of a qualifying defense article—

(i) Mark, identify, transmit, store, and handle any defense articles provided for the purpose of responding to such solicitations, as well as any defense articles provided with or developed pursuant to their responses to such solicitations, in accordance with the DTC Treaties, the Implementing Arrangements, and corresponding regulations of the United States Government and the government of Australia or the government of the United Kingdom, as applicable, including, but not limited to, the marking and classification requirements described in the applicable regulations;

(ii) Comply with the re-transfer or re-export provisions of the DTC Treaties, the Implementing Arrangements, and corresponding regulations of the United States Government and the government of Australia or the government of the United Kingdom, as applicable, including, but not limited to, the re-transfer and re-export requirements described in the applicable regulations; and

(iii) Acknowledge that any conduct that falls outside or in violation of the DTC Treaties, Implementing Arrangements, and implementing regulations of the applicable government including, but not limited to, unauthorized re-transfer or re-export in violation of the procedures established in the applicable Implementing Arrangement and implementing regulations, remains subject to applicable licensing requirements of the government of Australia, the government of the United Kingdom, and the United States Government, as applicable, including any criminal, civil, and administrative penalties or sanctions contained therein; and

(g) *Representation.* The offeror shall check one of the following boxes and sign the representation:

□ The offeror represents that export(s) or transfer(s) of qualifying defense articles were made in preparing its response to this solicitation and that such export(s) or transfer(s) complied with the requirements of this provision.

_____

Name/Title of Duly Authorized Representative Date

□ The offeror represents that no export(s) or transfer(s) of qualifying defense articles were made in preparing its response to this solicitation.

_____

Name/Title of Duly Authorized Representative Date

(h) *Subcontracts.* Flow down the substance of this provision, including this paragraph (h), but excluding the representation at paragraph (g), to any subcontractor at any tier intending to use the DTC Treaties in responding to this solicitation.

(End of provision)

252.225-7047 Exports by Approved Community Members in Performance of the Contract (JUN 2013)

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

"Approved Community" means the U.S. Government, U.S. entities that are registered and eligible exporters, and certain government and industry facilities in Australia or the United Kingdom that are approved and listed by the U.S. Government.

"Australia Community member" means an Australian government authority or nongovernmental entity or facility on the Australia Community list accessible at http://pmddtc.state.gov/treaties/index.html .

"Defense articles" means articles, services, and related technical data, including software, in tangible or intangible form, listed on the United States Munitions List of the International Traffic in Arms Regulations (ITAR), as modified or amended.

"Defense Trade Cooperation (DTC) Treaty" means—

(1) The Treaty Between the Government of the United States of America and the government of the United Kingdom of Great Britain and Northern Ireland concerning Defense Trade Cooperation, signed at Washington and London on June 21 and 26, 2007; or

(2) The Treaty Between the Government of the United States of America and the Government of Australia Concerning Defense Trade Cooperation, signed at Sydney on September 5, 2007.

"Export" means the initial movement of defense articles from the United States Community to the United Kingdom Community and the Australia community.

"Implementing Arrangement" means–

(1) The Implementing Arrangement Pursuant to the Treaty between the Government of the United States of America and the Government of the United Kingdom of Great Britain and Northern Ireland Concerning Defense Trade Cooperation, signed on February 14, 2008; or

(2) The Implementing Arrangement Pursuant to the Treaty between the Government of the United States of America and the Government of Australia Concerning Defense Trade Cooperation, signed on March 14, 2008.

"Qualifying defense articles" means defense articles that are not exempt from the scope of the DTC Treaties as defined in 22 CFR 126.16(g) and 22 CFR 126.17(g).

"Transfer" means the movement of previously exported defense articles within the Approved Community.

"United Kingdom Community member" means a United Kingdom government authority or nongovernmental entity or facility on the United Kingdom Community list accessible at http://pmddtc.state.gov.

"United States Community" means—

(1) Departments and agencies of the U.S. Government, including their personnel, with, as appropriate, security accreditation and a need-to-know; and

(2) Nongovernmental U.S. entities registered with the Department of State and eligible to export defense articles under U.S. law and regulation, including their employees, with, as appropriate, security accreditation and a need-to-know.

"U.S. DoD Treaty-eligible requirements" means any defense article acquired by the DoD for use in a combined military or counterterrorism operation, cooperative research, development, production or support program, or DoD end use, as described in Article 3 of the U.S.-U.K. DTC Treaty and sections 2 and 3 of the associated Implementing Arrangement; and Article 3 of the U.S.-Australia DTC Treaty and sections 2 and 3 of the associated Implementing Arrangement.

(b) All contract line items in this contract, except any identified in this paragraph, are intended to satisfy U.S. DoD Treaty-eligible requirements. Specific defense articles that are not U.S. DoD Treaty-eligible will be identified as such in those contract line items that are otherwise U.S. DoD Treaty-eligible.

CONTRACT LINE ITEMS NOT INTENDED TO SATISFY
U.S. DoD TREATY-ELIGIBLE REQUIREMENTS:

_____

[*Enter Contract Line Item Number(s) or enter "None"*]

(c) Subject to the other terms and conditions of this contract that affect the acceptability of foreign sources or foreign end products, components, parts, or materials, Approved Community members are permitted, but not required, to use the DTC Treaties for exports or transfers of qualifying defense articles in performance of the contract.

(d) Any conduct by the Contractor that falls outside the scope of the DTC Treaties, the Implementing Arrangements, and 22 CFR 126.16(g) and 22 CFR 126.17(g) is subject to all applicable ITAR requirements, including any criminal, civil, and administrative penalties or sanctions, as well as all other United States statutory and regulatory requirements outside of ITAR, including, but not limited to, regulations issued by the Bureau of Alcohol, Tobacco, Firearms and Explosives found at 27 C.F.R. Parts 447, 478, and 479, which are unaffected by the DTC Treaties.

(e) If the Contractor is an Approved Community member, the Contractor agrees that—

(1) The Contractor shall comply with the requirements of the DTC Treaties, the Implementing Arrangements, the ITAR, and corresponding regulations of the U.S. Government and the government of Australia or the government of the United Kingdom, as applicable; and

(2) Prior to the export or transfer of a qualifying defense article the Contractor—

(i) Shall mark, identify, transmit, store, and handle any defense articles provided for the purpose of responding to such solicitations, as well as any defense articles provided with or developed pursuant to their responses to such solicitations, in accordance with the DTC Treaties, the Implementing Arrangements, and corresponding regulations of the United States Government and the government of Australia or the government of the United Kingdom, as applicable, including, but not limited to, the marking and classification requirements described in the applicable regulations;

(ii) Shall comply with the re-transfer or re-export provisions of the DTC Treaties, the Implementing Arrangements, and corresponding regulations of the United States Government and the government of Australia or the government of the United Kingdom, as applicable, including, but not limited to, the re-transfer and re-export requirements described in the applicable regulations; and

(iii) Shall acknowledge that any conduct that falls outside or in violation of the DTC Treaties, Implementing Arrangements, and implementing regulations of the applicable government including, but not limited to, unauthorized re-transfer or re-export in violation of the procedures established in the applicable Implementing Arrangement and implementing regulations, remains subject to applicable licensing requirements of the government of Australia, the government of the United Kingdom, and the United States Government, including any criminal, civil, and administrative penalties or sanctions contained therein.

(f) The contractor shall include the substance of this clause, including this paragraph (f), in all subcontracts that may require exports or transfers of qualifying defense articles in connection with deliveries under the contract.

(End of clause)

DFARS 252.225-7059 Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region – Representation (JUN 2023)

(a) *Definitions.* "Forced labor" and "XUAR", as used in this provision, have the meaning given in the 252.225-7060, Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region, clause of this solicitation.

(b) *Prohibition.* DoD may not knowingly procure any products mined, produced, or manufactured wholly or in part by forced labor from XUAR or from an entity that has used labor from within or transferred from XUAR as part of any forced labor programs, as specified in paragraph (b) of the 252.225-7060, Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region, clause of this solicitation.

(c) *Representation.* By submission of its offer, the Offeror represents that it has made a good faith effort to determine that forced labor from XUAR will not be used in the performance of a contract resulting from this solicitation.

(End of provision)

DFARS 252.232-7006 Wide Area Workflow Payment Instructions (JAN 2023)

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

"Department of Defense Activity Address Code (DoDAAC)" is a six position code that uniquely identifies a unit, activity, or organization.

"Document type" means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

"Local processing office (LPO)" is the office responsible for payment certification when payment certification is done external to the entitlement system.

"Payment request" and "receiving report" are defined in the clause at 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(b) *Electronic invoicing.* The WAWF system provides the method to electronically process vendor payment requests and receiving reports, as authorized by Defense Federal Acquisition Regulation Supplement (DFARS) 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) *WAWF access.* To access WAWF, the Contractor shall—

(1) Have a designated electronic business point of contact in the System for Award Management at https://www.sam.gov; and

(2) Be registered to use WAWF at https://wawf.eb.mil/ following the step-by-step procedures for self-registration available at this web site.

(d) *WAWF training.* The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the "Web Based Training" link on the WAWF home page at https://wawf.eb.mil/

(e) *WAWF methods of document submission.* Document submissions may be via web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) *WAWF payment instructions.* The Contractor shall use the following information when submitting payment requests and receiving reports in WAWF for this contract or task or delivery order:

(1) *Document type.* The Contractor shall submit payment requests using the following document type(s):

(i) For cost-type line items, including labor-hour or time-and-materials, submit a cost voucher.

(ii) For fixed price line items—

(A) That require shipment of a deliverable, submit the invoice and receiving report specified by the Contracting Officer.

_____

(Contracting Officer: Insert applicable invoice and receiving report document type(s) for fixed price line items that require shipment of a deliverable.)

(B) For services that do not require shipment of a deliverable, submit either the Invoice 2in1, which meets the requirements for the invoice and receiving report, or the applicable invoice and receiving report, as specified by the Contracting Officer.

_____

(Contracting Officer: Insert either "Invoice 2in1" or the applicable invoice and receiving report document type(s) for fixed price line items for services.)

(iii) For customary progress payments based on costs incurred, submit a progress payment request.

(iv) For performance based payments, submit a performance based payment request.

(v) For commercial financing, submit a commercial financing request.

(2)) Fast Pay requests are only permitted when Federal Acquisition Regulation (FAR) 52.213-1 is included in the contract.

[Note: The Contractor may use a WAWF "combo" document type to create some combinations of invoice and receiving report in one step.]

(3) *Document routing.* The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table*

Field Name in WAWF	*Data to be entered in WAWF*
Pay Official DoDAAC	
Issue By DoDAAC	
Admin DoDAAC	
Inspect By DoDAAC	
Ship To Code	
Ship From Code	
Mark For Code	
Service Approver (DoDAAC)	
Service Acceptor (DoDAAC)	
Accept at Other DoDAAC	

LPO DoDAAC	
DCAA Auditor DoDAAC	
Other DoDAAC(s)	

*(*Contracting Officer: Insert applicable DoDAAC information. If multiple ship to/acceptance locations apply, insert "See Schedule" or "Not applicable.")*

*(**Contracting Officer: If the contract provides for progress payments or performance-based payments, insert the DoDAAC for the contract administration office assigned the functions under FAR 42.302(a)(13).)*

(4) *Payment request.* The Contractor shall ensure a payment request includes documentation appropriate to the type of payment request in accordance with the payment clause, contract financing clause, or Federal Acquisition Regulation 52.216-7, Allowable Cost and Payment, as applicable.

(5) *Receiving report.* The Contractor shall ensure a receiving report meets the requirements of DFARS Appendix F.

(g) *WAWF point of contact.*

(1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

_____

(Contracting Officer: Insert applicable information or "Not applicable.")

(2) Contact the WAWF helpdesk at 866-618-5988, if assistance is needed.

(End of clause)

DLAD 5452.233-9001 DISPUTES - AGREEMENT TO USE ALTERNATIVE DISPUTE RESOLUTION (JUN 2020)

(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)

DEFENSE LOGISTICS AGENCY DIRECTIVE PROCUREMENT NOTES:

C01 Superseded Part Numbered Items (FEB 2025)

When the award identifies supplies by manufacturer's name, Commercial and Government Entity (CAGE) code, and part number, the specified item(s) are the only item(s) acceptable under this contract. If an item part number is superseded during the term of this contract, the contractor shall advise the contracting officer immediately upon determination. The notice shall include complete information on the superseding item form, fit, function, configuration, application, or physical nature. The contracting officer will determine whether the item is acceptable to the Government, advise the contractor within seven days, and modify the contract accordingly.

C02 Manufacturing Phase-Out or Discontinuation of Production, Diminishing Sources, and Obsolete Materials or Components (DEC 2016)

The contractor shall notify the contracting officer immediately upon determining the unavailability of obsolete materials or components. The contractor may recommend a solution to include the impact on the contract price and delivery. The contractor shall not initiate any item redesign or incur any additional costs without the express, written authorization of the contracting officer.

In the event that manufacturing phase-out or discontinuance of production of such items is contemplated, the contractor is required to notify the contracting officer and publish the discontinuance in the Government-Industry Data Exchange Program (GIDEP), where feasible; and to provide immediate advance notice of production phase-out to DLA DMSMS at dscc.dmsms@dla.mil.

C03 Contractor Retention of Supply Chain Traceability Documentation (JUN 2023)

(1) By submitting a quotation or offer, the contractor is confirming it currently has, or will obtain before delivery, and shall retain supply chain traceability documentation, as described in paragraph (2) of this procurement note, demonstrating the item conforms to the technical requirements, and, for part numbered items, is from an approved manufacturer.
(2) Supply Chain Traceability Documentation
(i) Supply chain traceability documentation shall include basic item description; part number; drawing or specification; national stock number; manufacturing source; manufacturing source's Commercial and Government Entity (CAGE) code; and clear identification of the name and location of all supply chain intermediaries between the manufacturer to the contractor to Government acceptance.
(ii) Supply chain traceability documentation shall also include, when available, the manufacturer's batch identification for the item(s), such as date codes, lot codes, or serial numbers.
For part numbered items, contractors can find examples of acceptable supply chain traceability documentation at the Counterfeit Detection and Avoidance Program (CDAP) website (http://www.dla.mil/LandandMaritime/Business/Selling/Counterfeit-Detection- AvoidanceProgram/).
(iii) In addition, the contractor will obtain, retain, and provide to the contracting officer written documentation of all inspections and tests necessary to substantiate that the supplies furnished under this contract conform to contract requirements, including any applicable technical requirements for specified manufacturers' parts. Such records shall include, without limitation, test reports, test data, material certification, and manufacturing process sheets, in addition to any other information identified in the technical specifications applicable to the item.
(3) The contractor shall make supply chain traceability documentation available to the contracting officer within three business days upon the contracting officer's request. The contracting officer determines the acceptability and sufficiency of documentation. The contractor shall retain supply chain traceability documentation for ten years after final payment under this contract for audit and other valid government purposes. If the contractor

fails to retain or provide the documentation, or the contracting officer finds the documentation to be unacceptable, the contracting officer may take corrective action, including, but not limited to, cancellation of undelivered orders or rejection of delivered supplies.

C06 Surge and Sustainment (S&S) Requirements (FEB 2017)

(1) Definitions.
"Surge and sustainment (S&S)" means increased quantities and accelerated delivery rates required to meet Military Service requisitions across a broad spectrum of contingencies. The increased quantity and accelerated delivery rate are above and beyond the normal peacetime requirements. S&S quantities are identified as MWR, D1-D6 schedule, or a surge quantity event.
"Capability Assessment Plan (CAP)" means the offeror's plan for covering S&S requirements, identification of competing priorities for the same resources, and date when the S&S capability can be attained. The offeror must provide the CAP as an attachment to its proposal when S&S items are identified in the solicitation. If the offeror cannot meet S&S quantity and delivery needs, the CAP must identify the shortfall and provide best value solutions, to include a proposed Government investment strategy to help offset the shortfall if needed.
"Electronic CAP, or eCAP" means an electronic version of the CAP that the offeror can complete online. The web address and instructions for completing the eCAP are provided in the solicitation.
(2) The contractor must maintain its S&S capability to produce and deliver the S&S quantity identified in Section C in accordance with the approved capability assessment plan (CAP) throughout the contract performance period. The contractor must participate in any S&S testing and verification requested by the Government. The contractor agrees to support S&S requirements to the maximum extent practical prior to achieving full S&S capability required in Section C and the CAP; and for requirements exceeding those required in Section C and the CAP but not exceeding any applicable contract maximum quantity or contract value required in FAR 52.216-19. Changes that negatively impact S&S capability must be reported in writing to the contracting officer within ten (10) working days after the contractor becomes aware of the impact. The notification must include a revised S&S CAP containing proposed corrective actions and date when the S&S capability will be attained.
(3) The Government reserves the right to verify and test the S&S capability described in the CAP at any time during contract performance. The Government will prepare a test and verification plan and upon request the contractor must demonstrate its S&S capability.
(4) If requested by the Government, the contractor must be prepared to provide a plan to participate in S&S validation and testing to verify the S&S capability described in the CAP. Participation in S&S validation and testing will be at no additional expense to the Government, and does not justify an equitable adjustment to the contract price. The plan must include methodology, rating criteria, labor, materials, and time required to conduct validation and testing. S&S validation generally entails verifying if the contractor and subcontractors have (a) sufficient equipment, facilities, personnel, stock, prepositioned raw materials, production capabilities, and base resources; (b) agreements, networks, and plans for distribution (receiving, storing, packaging, and issuing); (c) transportation services to accommodate the S&S requirements in the contract; (d) examination of any in-house work; (e) review of the stock rotation plan; and (f) other contracts that impact the production of added or accelerated delivery of contract quantities. The testing/verification plan is not required to be included in the offeror's proposal. Offerors are encouraged to consider the possibility of the Government requesting this participation when formulating the proposal.

C08 Tailored Logistics Support Purchasing Reviews (FEB 2017)

(1) From the commencement of performance of this contract until 3 years after the final contract payment, the contractor must allow the contracting officer, ACO, Defense Contract Management Agency (DCMA), Defense Contract Audit Agency (DCAA), and any other duly authorized representative of the contracting officer access to all records and information pertaining to those items or services for which the Government is

relying on the contractor's purchasing system to determine that competition was obtained or to justify that prices are fair and reasonable. The contractor must maintain records subject to this clause for not less than 3 years after the contract final payment.

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

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

(ii) The contractor must keep the documentation to a minimum, but must retain data supporting the purchases either by paper or electronically. At a minimum, price quotations and invoices must be retained. Should the contractor receive an oral price quotation, the contractor must document who the supplier or subcontractor is by complete name, address, telephone number, price, terms and other conditions quoted by each vendor. Price quotes for supplies must be broken down by individual items, shipping costs, and any other included expenses. Price quotes for incidental services which are not pre- priced in the contract must include labor hours and costs or prices, as applicable, including the total price of the job, individual pricing for the portions of the work if applicable, materials, and all other elements of cost, overhead, and profit. This price breakdown documentation must be made for each subcontractor performing work on this contract.

(3) When applicable, if the contractor is purchasing from subcontractors or other sources and receives a discount or rebates, the contractor must immediately pass these savings to the Government in the contract price and invoice for payment. The contractor is required to use diligence in the selection of the most economical method of delivery of the product or services by selecting a best value method of delivery based on the urgency and nature of the work or product required. When labor hours are involved in the work to be accomplished and the contractor has not already pre-priced the effort to use its own labor force, the contractor must provide the labor at rates required by the contract (for example, Service Contract Act or Davis-Bacon Act rates) or at rates based on competition if mandatory rates are not required by the contract.

(4) If the contracting officer determines that the purchased product or service is unreasonably priced, the contractor must refund to the Government the amount the contracting officer determines is in excess of a reasonable price. The contracting officer must notify the contractor in writing in accordance with FAR 32.604 Demand for Payment, giving the basis for the determination and the amount to be refunded. The contractor must make the refund payment in accordance with directions from the contracting officer, and must provide proof of the refund payment to the contracting officer. The contracting officer may collect the amount due using all available means in accordance with FAR Subpart 32.6. FAR 52.232-17, Interest, is applicable to payments not made within 30 days of the demand for payment. Any disputes arising under this provision must be handled in accordance with the "Disputes" clause of this contract.

C10 Placement of Task or Delivery Orders Against Multiple Indefinite Delivery Contracts (AUG 2017)

(1) In accordance with FAR 52.216-27, Single or Multiple Awards, the Government may elect to award

multiple contracts under this solicitation. The Government will evaluate proposals in accordance with evaluation provisions in Section M of this solicitation. In the event of multiple awards, the Government will use the same evaluation criteria to determine which proposals represent the best value to the Government. The contracting officer has the discretion to determine the exact number of awards, considering the cost to the Government to administer multiple awards, the recurring nature of the requirement, the need to increase the active production base, and the benefits that may be achieved through continued competition.
(2) Task or delivery order placement procedure.
(a) In the event of multiple awards, the contracting officer will consider each awardee for placement of individual task or delivery orders unless an exception at Class Deviation 2026-O0045 – Revolutionary FAR Overhaul Part 16, DFARS Part 216, FAR 16.507-6(b)(3) applies. However, awardees subject to testing and approval requirements (e.g., first article testing) are not eligible to receive orders until testing requirements are satisfactorily completed. Failure to successfully complete required testing will constitute grounds for contract termination for default by the Government.
(b) Unless stated otherwise in the contract or in the request for quotes for task or delivery orders under this contract, the following evaluation process will be used in awarding task or delivery orders. The criteria used for evaluating offers for task or delivery orders under this contract are price, past performance, and delivery. Price is of more importance than or to the other factors combined. Past performance will include performance on orders previously placed under the contract and may include performance under other contracts. In evaluating performance under previous orders, the contracting officer will consider delivery, quality of supplies or services furnished, and success in implementing any socioeconomic support programs that may be applicable to the contract.
(3) Task and delivery order ombudsman. In accordance with Class Deviation 2026-O0045 – Revolutionary FAR Overhaul Part 16, DFARS Part 216, FAR 16.507-2 (b), the competition advocate will address complaints or questions regarding the placement of individual task or delivery orders. Address correspondence to the appropriate supply chain listed below:

For DLA Aviation:
DLA Aviation
Competition Advocate, BPP
8000 Jefferson Davis Highway
Richmond, Virginia 23297-5124

For DLA Troop Support's construction and equipment, clothing and textile, subsistence, and medical supply chains:
DLA Troop Support
Competition Advocate, BPA
700 Robbins Avenue
Philadelphia, Pennsylvania 19111-5096

For DLA Land and Maritime:
DLA Land and Maritime
Competition Advocate
Post Office (P.O.) Box 3990
Columbus, Ohio 43218-3990

C14 Correction of Nonconforming Packaging or Marking (MAY 2020)

(1) The Government may correct nonconforming packaging or marking for receipts of DLA- owned materiel if the estimated costs of correction are $1,000 or less. The contracting officer will advise the contractor of the discrepancy and that the Government has corrected the packaging or marking. The contracting officer will make

a determination concerning appropriate reimbursement by the contractor for the Government's costs to correct the deficiencies. Upon determining that reimbursement is required, the contracting officer will send a notice to the contractor. Upon receipt of notice from the contracting officer, the contractor shall reimburse the Government for the costs incurred by the Government to correct the deficiencies.
(2) If the estimated costs of correction for receipts of DLA-owned materiel are more than $1,000, the contracting officer will advise the contractor of the discrepancy and have the materiel returned to the contractor for correction/resubmittal; or, if there are urgent requirements, have the Government remediate the discrepancy at the contractor's expense. If the Government remediates the discrepancy, the contracting officer will make a determination concerning appropriate reimbursement by the contractor for the Government's costs to correct the deficiencies. Upon determining that reimbursement is required, the contracting officer will send a notice to the contractor. Upon receipt of notice from the contracting officer, the contractor shall reimburse the Government for the costs incurred by the Government to correct the deficiencies.

C18 Shipping Instructions for Export and U.S. Territories (SEP 2024)

(1) Mail Instructions for shipments to container consolidation points (CCPs): Contact the Government Transportation Office for the Contract Administration Office: either DCMA for DCMA administered awards or DLA Distribution for awards administered by the issuing office. See Block 7 of Department of Defense (DD) form 1155 (page 1 of an order) to obtain shipping instructions for release to the carrier.
(2) Shipments to container consolidation points (CCPs): (a) Prepare shipments directed to a CCP shown with each individual CLIN on Schedule Continuation Sheet(s) in accordance with instructions provided within this contract for Preparation for Delivery.
(b) Contact the Transportation Officer for shipping instructions for the following CCP shipments: (i) Cargo requiring refrigeration/temperature control.
(ii) Classified or sensitive items requiring signature control.
(iii) When dimensions of an item or package exceed 456 inches (38 feet) long by 89 inches wide by 88 inches high, or weight exceeds 10,000 pounds. Cargo cannot exceed any one of the dimensions or the weight.
(iv) When volume or weight constitutes a full SEAVAN load for each activity code.
(v) Hazardous material such as material, which is flammable, corrosive, combustible, explosive, toxic, radioactive, unduly magnetic, or which contains oxidizing agents.
(vi) Type 1 shelf-life items,
(vii) TP1 and 2 (IPD 01-08) with RDD of 999, 777, or 555.
(3) The contractor shall furnish the above data no later than five (5) days prior to the scheduled shipment date for shipments weighing less than 10,000 pounds which will not be tendered as a carload or truckload
(4) The contractor may not ship prior to furnishing required data, regardless of weight.
(5) The contractor must clearly identify in invoices when shipment is made by air.
(6) The carrier must research the Transportation Facilities Guide (TFG) on the consignee to get information on who to contact to make delivery appointments. The carrier should schedule appointments as soon as they are given the load via the Carrier Appointment System (CAS)/prelodge desk prior to delivery of freight shipments (other than small parcels). Bills of Lading must be annotated with pertinent TFG data and carrier appointment times.
(7) The contractor will comply with the paragraph (6) and ship in accordance with instructions furnished by the Transportation office. The Transportation Officer will furnish the addresses of aerial terminals, as required. (Parcel post shipments will not be made to water or air terminals).
(8) Ship in accordance with instructions furnished by the Transportation office. The Transportation Officer will furnish the addresses of Aerial terminals, as required. (Parcel post shipments will not be made to water or air terminals).

C19 Trans-Shipment of Material through DLA Containerization and Consolidation Points (CCP) (JUL 2024)

(1) Shipping information overview:
(a) To schedule shipment and obtain export clearance and/or air clearance for awards administered by DLA, the contractor shall contact DLA Distribution at:
DLA Distribution
Attention: Transportation Division Email:
delivery@dla.mil
Phone: 1-800-456-5507
(b) To schedule shipment and obtain export clearance and/or air clearance for awards administered by DCMA, the contractor shall contact DCMA at:
DCMA
Attention: Transportation Division
Email: vsm.shipments@dcma.mil
Phone: 1-314-331-5573
(c) The contractor may obtain shipping addresses/labels and clearances via VSM.
(d) The contractor shall—
(i) Package shipments in accordance with military standard (MIL STD) 2073;
(ii) Mark shipments in accordance with MIL STD 129;
(iii) When authorized, use commercial packaging/packing provisions in accordance with (ASTM D3951); and
(iv) Package shipments of petroleum products, liquid substances, and materials, or any other product defined as hazardous in accordance with United Nations Economic Commission for Europe (UNECE) European Agreement concerning the International Carriage of Dangerous Goods by Road (ADR) (http://www.unece.org/trans/danger/publi/adr/adr2007/07ContentsE.html).
(2) Shipping documentation.
(a) The contractor shall insert the following information in the description of articles space on all shipping documents:
(i) Transportation control number (TCN);
(ii) Required delivery date (RDD), project (if any), transportation priority (TP); and
(iii) Ultimate consignee DODAAC and address (see "added marking for freight shipping").
(b) The contractor shall place one copy of the contract in a waterproof envelope and attach it to the shipping container; or to the #1 shipment container marked # 1 of the total number of containers, if a multi-piece shipment.
(3) Eligible shipments: The CCPs provide a means to consolidate shipments from multiple shippers who do not regularly generate full 463L pallet or ISO container shipments to a single activity outside the contiguous United States. The CCPs consolidate all depot, contractor, and other DoD authorized shipments originating within the contiguous United States and destined for activities outside the contiguous United States identified by the sponsoring Services/Agencies. Only shipments identified for CCP movement in the individual activities' address record will route through the DLA CCPs at either DLA Distribution San Joaquin, CA ((DDJC), or DLA Distribution New Cumberland, PA (DDSP).
(a) DLA Distribution San Joaquin, CA (DDJC).
(i) DDJC accepts shipments included below. The carrier shall make a delivery appointment through the Carrier Appointment System (CAS) at least 72 hours in advance.
(A) Routine surface shipments, unless the material meets one of the exclusions listed in paragraph (4) of this procurement note, for Army, Air Force, Marine Corps, and DLA activities located in Hawaii, Japan, Okinawa, Korea, Alaska, and throughout the Pacific.
(B) Air Eligible shipments for Army activities located in Hawaii, Japan, Okinawa, Korea, Alaska, and throughout the Pacific; unless the material meets one of the exclusions listed in paragraph (4) of this procurement note.
(ii) Contact information for DLA DDJC (Tracy site):
General Phone: (209) 839-5028
General FAX: (209) 982-3790

Receiving/delivery appointments: (209) 839-5543
Registration/system information: 1-800-462-2176, option 3
(b) Defense Distribution Depot Susquehanna, Pennsylvania (DDSP).
(i) DDSP accepts shipments included below. The carrier shall call 24 hours in advance to schedule an appointment.
(A) Routine surface shipments, unless the material meets one of the exclusions listed in paragraph (4) of this procurement note, for Army, Air Force, and DLA activities located in northern and southern Europe, Africa, South America, and Central America; unless the material meets one of the exclusions listed in paragraph (4) of this procurement note.
(B) Air eligible shipments, unless the material meets one of the exclusions listed in paragraph (4) of this procurement note, for Army and DLA activities throughout Northern and Southern Europe, Africa, South America, and Central America and Marine Corps shipments in the CENTCOM AOR, unless the material meets one of the exclusions listed in paragraph (4) of this procurement note.
(ii) Contact information for DDSP (New Cumberland site):
General Phone: (717) 770-6393
General FAX: (717) 770-8660
Receiving/delivery appointments: 1-800-307-8496
(c) The contractor shall route all high priority/air eligible material not listed above to the appropriate Air Mobility Command aerial terminal or other contiguous United States service designated activity as directed by the Transportation Office (see paragraph (1)(a) of this procurement note). Contractors shall contact the appropriate Transportation office to ensure these items are cleared through the Air Clearance Authority prior to shipping to the aerial port.
(4) Exclusions: Materiel not eligible for shipment to a DLA CCP because of exclusions listed below; or if the contractor is shipping directly to an appropriate aerial terminal, water port, or a contiguous United States designated activity as directed by the Transportation Office (see paragraph (1)(a) of this procurement note).
(a) Excluded material:
(i) Any material listed in Defense Transportation Regulation (DTR) DOD 4500.9-R, (Chapter 203) (https://www.ustranscom.mil/dtr/part-ii/dtr_part_ii_203.pdf), Tables 203-10, Mandatory CCP Exclusions); Table 203-11 (Additional CCP Exclusions for DDSP and DDJC);, and Table 203-12 (Additional Mandatory CCP Exclusions for DDSP). Note: All shipments destined for CENTCOM AOR require application of radio frequency identification tags (RFID) for in-transit visibility of the material.
(ii) Foreign military sales (FMS). FMS shipped via special consolidation locations for the Security (i)Assistance Program (SAP) as listed in the Military Assistance Program Address Directory (MAPAD) in accordance with the Delivery Term Code (DTC) requirements. The contractor shall contact the DLA Distribution or DCMA transportation office (see paragraph (1)(a) of this procurement note) for proper shipping instructions.

E05 Product Verification Testing (MAY 2020)

(1) Product verification testing (PVT) under this procurement note will only apply when the contracting officer specifically invokes it in writing. The contracting officer may invoke PVT at or after contract award. If the contracting officer invokes PVT at contract award, the contract will explicitly state this testing requirement. If the contracting officer invokes PVT after contract award, the contracting officer shall notify the contractor and the cognizant DCMA ACO. The Government will perform PVT testing at a Government-designated testing laboratory.
(2) The contractor shall not ship or deliver any material until it receives notification of the acceptable PVT results, unless the contracting officer directs it to do so in writing The Government will provide the PVT results to the contractor within 20 business days after receipt at the Government testing facility, unless the Government specifies otherwise in writing.
(3) The contractor shall provide and maintain an inspection system acceptable to the Government in accordance with FAR Clause 52.246-2 or 52.246-3; and maintain and make available all records evidencing those details if

requested by the Government. When the Government finds evidence of risk associated with the contractor's sampling process, the Government may witness and evaluate the contractors sampling process. The contractor shall randomly select samples from the production lot(s), unless the contracting officer specifies otherwise in writing. The contractor shall ship the selected PVT samples with a copy of the system of record receiving report (i.e., WAWF, DD Form 250, or commercial shipping document) and the contractor's signed DD Form 1222. The contractor shall prepare the shipping container(s) by marking the external packages in bold letters, "Product Verification Test Samples – Do Not Post to Stock," Contract Number [contractor insert] and Lot/Item Number [contractor insert]" adjacent to the MIL-STD-129 (latest revision) identification markings. The contractor shall use a hard copy of the system of record receiving report as a packing list, in accordance with DFARS Appendix F. The contractor shall mark the exterior of the shipping container in accordance with MIL-STD- 129 (latest revision), paragraph 5.11. The contractor shall send samples by traceable means (e.g., certified or registered mail, United Parcel Service, Federal Express). The contractor shall include the following in the interior package:
(a) Hard copies of the contract;
(b) Material certifications/process operation sheets; and
(c) Drawings used to manufacture the units and return shipping information.

(4) The Government will return samples that pass testing and are not destroyed during evaluation to the contractor at the Government's expense for the contractor to include as part of the total contract quantity to be delivered under the contract. The contractor and Government may agree to dispose of samples not destroyed when the cost of the item does not justify the shipping expense. If the Government does not return approved samples that pass testing to the contractor, the Government will consider those samples as part of the contract quantity for payment and delivery.
(5) If samples fail testing, the Government may reject the entire contract lot from which the contractor took the samples. The Government may, at its discretion, retain samples that fail testing without obligation to the contractor.

G01 Additional Wide Area Workflow (WAWF) Information (AUG 2017)

Contractors shall include the Transportation Control Number (TCN) and carrier shipment tracking information when submitting the DD250/iRAPT Receiving Report in Wide Area Workflow (WAWF) in order to assist with material inspection and acceptance.

H14 Contractor Personnel Security Requirements (DEC 2021)

(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, at a minimum, an initiated National Agency Check with Written Inquiries (NACI) or NACI equivalent and favorable completion of a Federal Bureau of Investigation (FBI) fingerprint check.
(b) Additionally, in accordance with Department of Defense (DoD) Regulation 5200.2-R, Personnel Security Programs, 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 single scope background investigation (SSBI) or SSBI equivalent;
(2) IT-II for an IT position requiring a National Agency check with Law and Credit (NACLC) or NACLC equivalent; and
(3) IT-III for an IT position requiring a NACI or equivalent.
Note: IT levels will be designated according to the criteria in DoD 5200.2-R.

(c) Previously completed security investigations may be accepted by the Government in lieu of new investigations if determined by the DLA Intelligence Personnel Security Office to be essentially equivalent in scope to the contract requirements. The length of time elapsed since the previous investigation will also be considered in determining whether a new investigation is warranted. To assist the Government in making this determination, the contractor must provide the following information to the respective DLA Intelligence Personnel Security Office immediately upon receipt of the contract. This information must be provided for each contractor employee who will perform work on a Federally-controlled facility and/or will require access to Federally-controlled information systems:
(1) Full name, with middle name, as applicable, with social security number;
(2) Citizenship status with date and place of birth;
(3) Proof of the individual's favorably adjudicated background investigation or NACI, consisting of identification of the type of investigation performed, date of the favorable adjudication, name of the agency that made the favorable adjudication, and name of the agency that performed the investigation;
(4) Company name, address, phone and fax numbers with email address;
(5) Location of on-site workstation or phone number if off-site (if known by the time of award); and
(6) Delivery order or contract number and expiration date; and name of the contracting officer.
(d) 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).
(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.
(e) The contractor is responsible for ensuring that each contractor employee assigned to the position has the appropriate security clearance level.
(f) The contractor shall submit each request for IT 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) 85, Questionnaire for Non-Sensitive Positions, or the SF 86, Questionnaire for National Security Positions (see note below);
(2) Proof of citizenship (i.e., an original or a certified copy of a birth certificate, passport, or naturalization certificate); and
(3) Form FD-258, Fingerprint Card (however, fingerprinting can be performed by the cognizant DLA Intelligence Personnel Security Office).
(Note to (f)(1) above: An investigation request is facilitated through use of the SF 85 or the SF 86. These forms with instructions as well as the Optional Form (OF) 306, Declaration for
Federal Employment, which is required with submission of the SF85 or SF 86, are available at the Office of Personnel Management's (OPM) system called Electronic – Questionnaires for Investigations Processing (e-QIP). Hard copies of the SF85 and SF86 are available at OPM's web-site,
www.opm.gov, but hard copies of the forms are not accepted.)

(g) Required documentation, listed above in paragraphs (f) (1) through (3), 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.
(h) Upon completion of the NACI, NACLC, SSBI, 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.
(i) A waiver for IT level positions to allow assignment of an individual contractor employee to commence work prior to completion of the investigation may be granted in emergency situations when it is determined that a delay would be harmful to national security. A request for waiver will be considered only after the Government is in receipt of the individual contractor employee's completed forms, the background investigation has been initiated, and favorable FBI fingerprint check has been conducted. The request for a waiver must be approved by the Commander/Director or Deputy Commander/Director of the site. The cognizant DLA Intelligence Personnel Security Office reserves the right to determine whether a waiver request will be forwarded for processing. The individual contractor employee for which the waiver is being requested may not be assigned to a position, that is, physically work at the Federally-controlled facility and/or be granted access to Federally-controlled information systems, until the waiver has been approved.
(j) The requirements of this procurement note 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.
(k) 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.
(l) The contractor may also be required to obtain a Common Access Card (CAC) or Installation Access Badge 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. The contractor shall provide, on a monthly basis, a listing of all personnel working under the contract that have CACs.
(m) 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.
(n) 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 procurement note. 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 procurement note (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 as a result of a violation of local AIS security policy are removed for the duration of the contract.
(o) 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 and the Trusted Agent (TA) that entered the individual into the Trusted Associated Sponsorship System (TASS), 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 Installation) 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.
(p) 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.
(q) The contractor shall not bill for personnel, who are not working on the contract while that contractor employee's clearance investigation is pending.

H15 Transporter proof of delivery (TPD) (JAN 2021)

(a) Definition. As used in this procurement note, transporter proof of delivery (TPD) means a commercial document that is generated by the Contractor and/or the Contractor's transporter of supplies and that is signed by the Government customer in order to document delivery of supplies under this contract/order. Examples of TPD are United Parcel Service (UPS) or Federal Express (FEDEX) delivery tracking reports. TPD documentation must include a customer signature, or visibility of the name of the customer who signed.
(b) When this procurement note is included in the contract or order, the Government may use TPD, in combination with adequate Contractor documentation cross-referencing the TPD to the specific supplies provided, as a basis for accepting the supplies. TPD with adequate supporting documentation satisfies the receipt report requirement and, coupled with acceptance, allows the Government to initiate the payment process, if all other applicable payment conditions are satisfied.
(c) To facilitate the payment process, the Government will initiate a request for the contractor to provide TPD when the customer has not provided receipt acknowledgement to the buying activity. If TPD is requested and the contractor agrees to provide it, the documentation must include the customer signature, or visibility of the name of the customer who signed, and as much of the following information as possible:
(1) Contract number or order number;
(2) Contract line item number (CLIN);
(3) Unit price;
(4) Quantity of items;
(5) Extended price;
(6) National stock number (NSN);
(7) Delivery date;
(8) Recipient organization's name and address;
(9) Receiving activity Department of Defense activity address code (DoDAAC);
(10) Requisition document number (and suffix, when applicable);
(11) Shipment number;
(12) Invoice number; and

(13) Location where the carrier made delivery (activity name, building number, city, state).
(d) Process for submitting TPD documentation.
(1) Enter wide area workflow (WAWF) using the ``history folder," enter the appropriate contract data, and recall the receiving report (RR);
(2) Click on “attachment.” Browse and upload the TPD and any additional contractor documentation required to provide the information identified in paragraph (c) of this procurement note. (Attachments created in any Microsoft Office product or in PDF format are acceptable.); and
(3) Click on “submit.”
(e) Responsibility for supplies.
(1) Title to the supplies passes to the Government after delivery to the point of first receipt by the Government and subsequent acceptance.
(2) Notwithstanding any other provision of the contract, order, or blanket purchase agreement, the contractor shall:
(i) Assume all responsibility and risk of loss for supplies not received at destination, damaged in transit, or not conforming to purchase requirements; and
(ii) Replace, repair, or correct those supplies promptly at the contractor’s expense, if instructed to do so by the contracting officer within 180 days from the date title to the supplies vests in the Government.

H16 Operations Security (OPSEC) For On-site Contractors (DEC 2021)

(1) Contractors shall complete the following courses: (a) Center for the Development of Security Excellence Operations Security (OPSEC) Awareness; (b) Unauthorized Disclosure of Classified Information for DoD and Industry; (c) Insider Threat Awareness; and (d) Introduction to Information Security courses. These courses are located at Security Awareness Hub (https://securityawareness.usalearning.gov/index.html).
(2) The courses identified at subparagraph (1) above are required for all contractors that perform work on-site at a DLA or DoD facility, or for contractors that perform work off-site and access a Federally-controlled information system.
(3) The contractor shall immediately direct its workforce who are performing services for the Government to take the training after contract award. The contractor shall provide evidence of this training to the contracting officer representative or the contracting officer no later than five business days after contract award or prior to accessing the installation or a Federally-controlled information system, whichever occurs first.
(4) Annual refresher training is required and consists of re-accomplishing all of the courses listed in subparagraph (1) above. The contractor shall keep certificates on record for inspection or submission as required by the Government at the Government’s discretion.

L02 Electronic Order Transmission (JUN 2020)

Offerors shall select one of the following alternatives for paperless order transmission:
() American National Standards Institute (ANSI) X12 Standards through a value added network (VAN) approved by DLA Transaction Services; or
() Electronic mail (email) award notifications containing web links to electronic copies of the Department of Defense (DD) Form 1155, Order for Supplies or Services.
Offerors must register on the DLA Internet Bid Board System (DIBBS) (https://www.dibbs.bsm.dla.mil/) to receive email notification. If the offeror elects ANSI/VAN order transmission, DLA will send Electronic Data Interchange (EDI) transaction sets at time of award. The contractor shall acknowledge receipt of transaction sets with a functional acknowledgement or order receipt message within 24 hours. If the contractor receives the award transaction set on a weekend or Federal holiday, the contractor shall acknowledge receipt on the next business day. This acknowledgement will confirm that the contractor’s interface with the system is working as needed for contract ordering.
Offerors can obtain information regarding EDI, ANSI X12 transactions, and VANs approved by DLA

Transaction Services at Defense Automatic Addressing System (DAAS) Value Added Network List (https://www.transactionservices.dla.mil/daashome/edi-vanlist-dla.asp). Offerors should direct questions concerning electronic ordering to the appropriate procuring organization point of contact below:

DLA Land and Maritime, Helpdesk.EBS.L&M.LTCs@dla.mil
DLA Troop Support, dlaedigroup@dla.mil
DLA Aviation, avnprocsysproceddiv@dla.mil, phone # 804-279-4026

H18 Defense Priorities and Allocations System (DPAS) Rated Awards (FEB 2025)

A DPAS rated order indicates the priority the contractor must give to the performance of the award. There are two priority ratings: "DX" and "DO". All "DX" rated orders have equal priority with each other and take preference over "DO" rated orders and unrated orders. All "DO" rated orders have equal priority with each other and take preference over unrated orders. (see 15 CFR 700.11 and DoDM 4400.1-M).

Mandatory Contractor Performance Scheduling:

A contractor must schedule operations, including the acquisition of all needed production items, in a timely manner to satisfy the delivery requirements of each DPAS rated order. Additionally, contractors are required to use DPAS rated orders with their U.S. suppliers to obtain items needed to fill rated orders (15 CFR 700.15). Contractors may also use DPAS rated orders to obtain replacements of inventoried items used to fill rated orders (see 15 CFR 700.17(b)). Modifying production or delivery schedules is necessary only when required delivery dates for a rated order cannot otherwise be met. Since "DX" indicates the highest rated order, the manufacturer will schedule its production before processing other lower or unrated orders. "DX" rated orders must be given production preference over "DO" rated orders and unrated orders if necessary to meet required delivery dates, even if this requires the diversion of items being processed or ready for delivery against unrated orders. Similarly, "DO" rated orders must be given preference over unrated orders. If an accepted rated order of equal priority status conflicts with other accepted rated orders of equal priority status, the contractor must prioritize the rated orders in the sequence in which the rated orders are to be delivered or performed (see 15 CFR 700.14).
Contractor Acceptance of a DPAS rated order:

Contractors receiving an award that includes a DPAS rating shall advise DLA via a Post Award Request (PAR) if they cannot perform in accordance with the requirements of the applied DPAS rating. DLAs Vendor Information Hub, accessible via the following link, provides instructions for submitting a PAR: Submitting a Post Award Request (PAR) in DIBBs > Defense Logistics Agency > Details. Contractors that do not submit a timely PAR are self-attesting that they acknowledge receipt of the award and will conform to the DPAS rating requirement. For DLA Troop Support rated orders that cannot use the PAR process, contractors must send an email to the Procuring Contracting Officer. The PAR (or email to Troop Support) must be submitted within fifteen (15) working days after receipt of a "DO" rated order, and within ten (10) working days after receipt of a "DX" rated order. If the contractor cannot accept the DPAS rated order, a PAR (or email to Troop Support) must be submitted giving reason(s) for the rejection or the earliest date on which delivery can be made and offer to accept the order based upon that date. If the prescribed response time has passed and the contractor learns that shipment or performance will be delayed, the contractor is still required to notify DLA immediately via a PAR (or email to Troop Support), giving the reason(s) for the delay and advise a new shipment of performance date.

L06 Agency Protests (DEC 2016)

Interested parties may file an agency level protest with the contracting officer or may request an independent

review by the chief of the contracting office (CCO). Independent review by the CCO is an alternative to consideration by the contracting officer and is not available as an appellate review of a contracting officer's decision on a protest previously filed with the contracting officer. Absent a clear indication of the intent to file an agency level protest with the CCO for independent review, protests will be presumed to be protests to the contracting officer.

L07 Site Visit Instructions (OCT 2016)*

Primary Name:	Phone Number
Alternate Name:	Phone Number

***Please note:** Procurement Note L07 Site Visit Instructions (OCT 2016) may apply to certain delivery orders issued after award of any contract resulting from this solicitation.

L08 Use of Supplier Performance Risk System (SPRS) in Past Performance Evaluations (JUN 2024)

(1) The Government will use the Supplier Performance Risk System (SPRS) (https://www.sprs.csd.disa.mil/) (formerly Past Performance Information Retrieval System – Statistical Reporting (PPIRS-SR)) and may use other performance history to evaluate suppliers past performance.
(2) SPRS collects quality and delivery data on previously awarded contracts and orders from existing Department of Defense reporting systems to classify each supplier's performance history by Federal supply class (FSC) and product or service code (PSC). The SPRS application provides the contracting officer quantifiable past performance information regarding a supplier's quality and delivery performance for the FSC and PSC of the supplies the Government is purchasing.
(3) The contracting officer will use the quality and delivery classifications identified for a supplier in SPRS to evaluate a supplier's past performance in conjunction with the supplier's references (if requested). The Government will use this past performance information in accordance with the basis for award stated in the solicitation.
(4) SPRS generates classifications daily for each contractor. The SPRS Software User's Guide for Awardees/Contractors (https://www.sprs.csd.disa.mil/pdf/SPRS_Awardee.pdf) and the SPRS Government User Guide (https://www.sprs.csd.disa.mil/pdf/SPRS_Government.pdf) provide instructions for accessing SPRS classifications. Contractors have access to SPRS for their own classifications only. Suppliers are encouraged to review their own classifications; the SPRS reporting procedures and classification methodology detailed in the SPRS Software User's Guide for Awardees/Contractors (https://www.sprs.csd.disa.mil/pdf/SPRS_Awardee.pdf); and the SPRS Evaluation Criteria (https://www.sprs.csd.disa.mil/pdf/SPRS_DataEvaluationCriteria.pdf). The SPRS Software User's Guide for Awardees/Contractors (https://www.sprs.csd.disa.mil/pdf/SPRS_Awardee.pdf) provides the method to challenge a rating generated by SPRS.

L31 Additive Manufacturing (JUN 2018)

(1) Additive manufacturing (AM) is a process of joining materials to make objects from three- dimensional (3D) model data, usually layer upon layer, as opposed to subtractive manufacturing methodologies, which remove material from areas where it is not desired, or other traditional manufacturing technologies, such as molding or stamping.
(2) Unless AM is specifically authorized in the solicitation/contract, quotes/offers may not include parts or supplies made using the additive manufacturing process. The Government will not evaluate offers that include an item or items produced using AM, and such offers are not eligible for award for the current procurement. A quoter/offeror proposing to supply an AM- produced item may submit a request to the contracting officer for

approval of the item for evaluation by the Engineering Support Activity (ESA) for acceptability for future procurements of the same items.

(3) If an item produced using AM is presented to the Government for inspection and acceptance that was not authorized in the solicitation/contract, the Government may reject the item as nonconforming.

END OF SOLICITATION