

<b>SOLICITATION, OFFER AND AWARD</b>				1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING		PAGE OF PAGES 1 39			
2. CONTRACT NO.			3. SOLICITATION NO. W519TC23R2027		4. TYPE OF SOLICITATION [ ] SEALED BID (IFB) [X] NEGOTIATED (RFP)		5. DATE ISSUED 06 Feb 2023		6. REQUISITION/PURCHASE NO.		
7. ISSUED BY ARMY CONTRACTING COMMAND - ROCK ISLAND 3055 RODMAN AVE ROCK ISLAND IL 61299				CODE W519TC		8. ADDRESS OFFER TO (If other than Item 7)  <b>See Item 7</b>				CODE	
TEL:				FAX:		TEL:				FAX:	
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".											
<b>SOLICITATION</b>											
9. Sealed offers in original and <u>1</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in <u>n/a</u> until <u>10:00 AM</u> local time <u>09 Mar 2023</u> (Hour) (Date)											
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.											
10. FOR INFORMATION CALL:		A. NAME CARLY C FRYE			B. TELEPHONE (Include area code) (NO COLLECT CALLS) 309-782-5464			C. E-MAIL ADDRESS carly.c.frye.civ@army.mil			
<b>11. TABLE OF CONTENTS</b>											
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<b>OFFER (Must be fully completed by offeror)</b>											
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.											
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.											
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)											
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):					AMENDMENT NO.		DATE		AMENDMENT NO.		DATE
15A. NAME AND ADDRESS OF OFFEROR		CODE		FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)					
15B. TELEPHONE NO (Include area code)			15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>			17. SIGNATURE			18. OFFER DATE		
<b>AWARD (To be completed by Government)</b>											
19. ACCEPTED AS TO ITEMS NUMBERED				20. AMOUNT			21. ACCOUNTING AND APPROPRIATION				
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)( ) <input type="checkbox"/> 41 U.S.C. 253(c)( )						23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)			ITEM		
24. ADMINISTERED BY (If other than Item 7)				CODE		25. PAYMENT WILL BE MADE BY			CODE		
26. NAME OF CONTRACTING OFFICER (Type or print)  TEL: EMAIL:						27. UNITED STATES OF AMERICA  (Signature of Contracting Officer)			28. AWARD DATE		
IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.											

## Section A - Solicitation/Contract Form

EXECUTIVE SUMMARY

1. The Army Contracting Command - Rock Island (ACC-RI) hereby issues Solicitation W519TC-23-R-2027 in accordance with (IAW) Federal Acquisition Regulation (FAR) Part 15 policies and procedures for Non-Commercial supplies, for Socks, Chemical Protective Cuffs, Small (SM) & Large (LG), in support of the Joint Service Lightweight Integrated Suit Technology (JSLIST) Integrated Footwear System (IFS) at Pine Bluff Arsenal (PBA).

2. This solicitation is expected to result in a single award of a five (5) year, Firm Fixed Price (FFP), Indefinite Delivery/Indefinite Quantity (IDIQ) contract to the offeror whose proposal is in compliance and adheres to all the terms and conditions of the solicitation with the lowest total evaluated price.

3. This procurement is set aside 100% for Small Business. The NAICS code is 315120 – Apparel Knitting Mills; size standard is 500 employees.

4. Technical data applicable to this requirement follows:

- a. Purchase Description titled, "JPMP-PD-IFS-01.pdf" dated 24 July 2018 (Attachment 0002)
- b. MIL-SPEC 3735E, Type IV, Class 1 and Class 2, dated 30 November 1988 (Attachment 0003)

5. This requirement is REQUIRED to be manufactured with yarn made of Nomex® Type 457, an intimate blend of 95% meta-aramid fiber and 5% para-aramid fiber manufactured by E. I. Dupont de Nemours & Company.

6. The IDIQ contract will cover five ordering periods as follows:

Ordering Period 1 – Date of Award through 31 March 2024

Ordering Period 2 – 1 April 2024 through 31 March 2025

Ordering Period 3 – 1 April 2025 through 31 March 2026

Ordering Period 4 – 1 April 2026 through 31 March 2027

Ordering Period 5 – 1 April 2027 through 31 March 2028

7. The guaranteed minimum quantity under this IDIQ is 2,500 pairs of CLIN 0001 and CLIN 0002. A DO for the guaranteed minimum quantity will be awarded concurrently with the basic contract. The Government is under no obligation to place subsequent orders after award of the guaranteed minimum quantity.

8. The maximum quantity for the life of the contract is a combined total for CLIN 0001 and CLIN 0002 of 125,000 pairs.

9. A "Variation in Quantity" is NOT authorized on any subsequent delivery order placed on the resultant contract.

10. A First Article Test (FAT) is required – Contractor shall provide 12 pre-production samples (1 Lot) for the following CLIN and descriptions:

CLIN 0001 LG Nomex © Aramid Knitted Cuffs (see CLIN 0003: FAT LG Nomex © Aramid Knitted Cuffs)

CLIN 0002 SM Nomex © Aramid Knitted Cuffs (see CLIN 0004: FAT SM Nomex © Aramid Knitted Cuffs)

FATs are due thirty (30) days after date of contract (ADC). Offeror will be notified by Government once FAT is approved. The Government reserves the right to waive the FAT if needed. Offeror's are encouraged to SEE FAR 52.209-4 FIRST ARTICLE APPROVAL--GOVERNMENT TESTING (SEP 1989).

11. Delivery of production quantity is due sixty (60) days after FAT approval (AFATA). Offeror's are encouraged to complete FAR 52.211-8 TIME OF DELIVERY (JUN 1997).

12. Inspection and Acceptance/Delivery of FAT and Production Quantity will be at Destination. FOB point is Destination to Pine Bluff Arsenal:

US Army, Pine Bluff Arsenal Central Shipping Receiving Point (CSRP) Bldg 53-990, 506th Street Pine Bluff, AR 71602 NOTE: ALL CARRIER SHIPMENTS MUST BE SCHEDULED IN ADVANCE.

SEE "NOTICE TO TRANSPORTATION CARRIERS" IN SECTION F OF THE SOLICITATION.

**13. PROPOSALS ARE DUE NO LATER THAN: March 09, 2023, 1000 AM Central Standard Time(CST).** See Section L - Instructions to Offerors and F FAR 52.215-1, "Instructions to Offerors - Competitive Acquisitions" for additional information.

**14. NO OFFEROR QUESTIONS WILL BE ACCEPTED AFTER: February 23, 2023, 0800 AM (CST)** and will be posted as an amendment prior to solicitation close.

**15. OFFEROR MAY REQUEST SAMPLES\***, BE SENT TO CONTRACTOR VIA MAIL, BY EMAILING CARLY FRYE at [carly.c.frye.civ@army.mil](mailto:carly.c.frye.civ@army.mil) AND JASON FULLEN at [jason.f.fullen.civ@army.mil](mailto:jason.f.fullen.civ@army.mil). Send the following information in email:

1. Contractor Company Name and Point of Contact
2. Contact Information: Address for sample, and phone number to contact POC
3. Unique Identity Code and Cage Code for ACTIVE SAM.GOV

\* While supplies last, Government reserves the right to deny request, and **REQUESTS MUST BE RECEIVED before February 23, 2023, 0800 AM (CST).**

**NOTES:**

- a) Contract will be awarded in accordance with 15.404-1 (b)(2) to the responsive and responsible contractor that is the lowest price that is determined fair and reasonable, and meets the terms and conditions of this solicitation.
- b) "No Bid" responses are accepted.
- c) Contractor is liable for ACCURACY of submitted proposals and for any incurred costs if proposal was submitted erroneously.
- d) Electronic Invoicing instructions shall be provided at time of award. A DD250 will be required.
- e) Proposals submitted in response to this solicitation shall remain valid for 60 days.
- f) Contractors must be registered in the System for Award Management (SAM) in order to be eligible for an award with the U.S. Government. Application to this site can be found under the following link: [www.sam.gov](http://www.sam.gov). Failure to comply with SAM registration may deem a proposal ineligible for award.
- g) Please provide your CAGE Code and Unique Entity ID (UEI).

16. For the contract resulting from this solicitation, the payment will be made by DFAS, via Wide Area Workflow (WAWF).

17. Although the Government intends to award the resultant contract without discussions, the Government reserves the right to open discussions.

18. Only ACC-RI is authorized to issue delivery orders under this IDIQ contract.

19. This Executive Summary is provided for administrative assistance only and is not intended to alter the terms and conditions of the contract in any manner. Provisions of this solicitation and technical data shall prevail over this executive summary.

20. The Points of Contact for this action is Carly C Frye at [carly.c.frye.civ@army.mil](mailto:carly.c.frye.civ@army.mil) and Amanada L. Smith, at [Amanada.l.smith.civ@army.mil](mailto:Amanada.l.smith.civ@army.mil).

**ADDITIONAL INFORMATION NON-RELEASE OF CONTRACT INFORMATION (MAR 2000)**

1. Any proprietary, confidential commercial, trade secret or similar type of information in the contract resulting from this solicitation may not be released to anyone outside the Government.
2. Do not release proprietary, confidential commercial, trade secret or similar type of information from this contract to anyone inside the Government that does not have a legitimate need to know the information.
3. If in doubt about what information in the contract may be released, contact the Contracting Officer.

4. Criminal penalties are provided by 18 U.S.C. for the improper release of proprietary and/or confidential commercial information.

#### DISCLOSURE OF UNIT PRICE INFORMATION

This constitutes notification pursuant to Executive Order 12600, Pre-Disclosure Notification Procedures for Confidential Commercial Information (June 23, 1987), of our intention to release unit prices of the awardee in response to any request under the Freedom of Information Act, 5 USC 552. Unit price is defined as the contract price per unit or item purchased. We consider any objection to be waived unless the Contracting Officer is notified of your objection to such release prior to submission of initial proposals.

**AUTHORIZED SIGNATURE** The signature on this solicitation, offer or contract should be the signature of: (a) A Corporate Officer (President, Vice-President, Treasurer, Secretary); or, (b) An individual authorized in writing by a Corporate Officer to bind the company to a legal document.

## Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001	Large (LG) Nomex © Aramid Knitted Cuffs FFP FFP BLACK COLOR Used in the production of Joint Service Lightweight Integrated Suit Technology (JSLIST) Integrated Footwear System (IFS). The cuffs are expected to be in accordance with (IAW) Purchase Description titled, "JPMP-PD-IFS-01.pdf" dated 24 July 2018 and IAW MIL-SPEC 3735E, Type IV, Class 1 and Class 2, dated 25 October 2022. The cuffs are made of a fire protectant fiber material, brand name, Nomex © Aramid. be entered in the Pricing Matrix Attachment 0001 FOB: Destination DWG NR: JPMP-PD-IFS-01 24 July 18 SPEC NR: 3735E 25 Oct 22 PSC CD: 8430	UNDEFINED	Pair	Unit Prices shall	

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MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0002	Small (SM) Nomex © Aramid Knitted Cuffs FFP FFP BLACK COLOR Used in the production of Joint Service Lightweight Integrated Suit Technology (JSLIST) Integrated Footwear System (IFS). The cuffs are expected to be in accordance with (IAW) Purchase Description titled, "JPMP-PD-IFS-01.pdf" dated 24 July 2018 and IAW MIL-SPEC 3735E, Type IV, Class 1 and Class 2, dated 25 October 2022. The cuffs are made of a fire protectant fiber material, brand name, Nomex © Aramid. be entered in the Pricing Matrix Attachment 0001 FOB: Destination DWG NR: JPMP-PD-IFS-01 24 July 18 SPEC NR: 3735E 25 Oct 22 PSC CD: 8430	UNDEFINED	Pair	Unit Prices shall	

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MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY UNDEFINED	UNIT Lot	UNIT PRICE	MAX AMOUNT
0003	First Article Test(FAT) Large (LG) CUFFS FFP See Section I, 52.209-4, FIRST ARTICLE APPROVAL- GOVERNMENT TESTING Contractor shall provide 10 PAIRS LG-XXL Nomex © Aramid Knitted Cuffs IAW Purchase Description titled, "JPMP-PD-IFS-01.pdf" dated 24 July 2018 and IAW MIL-SPEC 3735E, Type IV, Class 1 and Class 2, dated 25 October 2022. The cuffs are made of a fire protectant fiber material, brand name, Nomex © Aramid. Pricing shall be completed on the Pricing Matrix Attachment 0001 FOB: Destination DWG NR: JPMP-PD-IFS-01 24 July 18 SPEC NR: 3735E 25 Oct 22 PSC CD: 8430				

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MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY UNDEFINED	UNIT Lot	UNIT PRICE	MAX AMOUNT
0004	First Article Test(FAT) Small (SM) CUFFS FFP See Section I, 52.209-4, FIRST ARTICLE APPROVAL- GOVERNMENT TESTING Contractor shall provide 10 PAIRS XS-M Nomex © Aramid Knitted Cuffs IAW Purchase Description titled, "JPMP-PD-IFS-01.pdf" dated 24 July 2018 and IAW MIL-SPEC 3735E, Type IV, Class 1 and Class 2, dated 25 October 2022. The cuffs are made of a fire protectant fiber material, brand name, Nomex © Aramid. Pricing shall be completed on the Pricing Matrix Attachment 0001 FOB: Destination DWG NR: JPMP-PD-IFS-01 24 July 18 SPEC NR: 3735E 25 Oct 22 PSC CD: 8430				

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MAX  
NET AMT

### CONTRACT MINIMUM/MAXIMUM QUANTITY AND CONTRACT VALUE

The minimum quantity and contract value for all orders issued against this contract shall not be less than the minimum quantity and contract value stated in the following table. The maximum quantity and contract value for all orders issued against this contract shall not exceed the maximum quantity and contract value stated in the following table.

MINIMUM QUANTITY	MINIMUM AMOUNT	MAXIMUM QUANTITY	MAXIMUM AMOUNT
2,500.00		75,000.00	

### DELIVERY/TASK ORDER MINIMUM/MAXIMUM QUANTITY AND ORDER VALUE

The minimum quantity and order value for each Delivery/Task Order issued shall not be less than the minimum quantity and order value stated in the following table. The maximum quantity and order value for each Delivery/Task Order issued shall not exceed the maximum quantity and order value stated in the following table.

MINIMUM QUANTITY	MINIMUM AMOUNT	MAXIMUM QUANTITY	MAXIMUM AMOUNT
500.00	\$2,500.00	15,000.00	\$15,000.00

### CLIN MINIMUM/MAXIMUM QUANTITY AND CLIN VALUE

The minimum quantity(s) and CLIN value(s) for all orders issued against the CLIN(s) on this contract shall not be less than the minimum quantity(s) and CLIN value(s) stated in the following table. The maximum quantity(s) and CLIN value(s) for all orders issued against the CLIN(s) on this contract shall not exceed the maximum quantity(s) and CLIN value(s) stated in the following table.

CLIN	MINIMUM QUANTITY	MINIMUM AMOUNT	MAXIMUM QUANTITY	MAXIMUM AMOUNT
0001	2,500.00		50,000.00	
0002	2,500.00		25,000.00	

### CLIN DELIVERY/TASK ORDER MINIMUM/MAXIMUM QUANTITY AND CLIN ORDER VALUE

The minimum quantity and order value for the given Delivery/Task Order issued for this CLIN shall not be less than the minimum quantity and order value stated in the following table. The maximum quantity and order value for the



given Delivery/Task Order issued for this CLIN shall not exceed the maximum quantity and order value stated in the following table.

CLIN	MINIMUM QUANTITY	MINIMUM AMOUNT	MAXIMUM QUANTITY	MAXIMUM AMOUNT
0001	500.00	\$	10,000.00	\$
0002	500.00	\$	5,000.00	\$
0003		\$		\$
0004		\$		\$

Section C - Descriptions and Specifications

TECHNICAL DATA

The Knit Cuffs are expected to be in accordance with (IAW) the following technical data (provided as attachments):

MIL-SPEC 3735E, Type IV, Class 1 and Class 2, dated 30 November 1988.

Knit Cuffs are used in the production of a chemical protective sock. The sock is referred to as the Joint Service Lightweight Integrated Suit Technology (JSLIST) Integrated Footwear System (IFS), IAW Purchase Description titled, "JPMP-PD-IFS-01.pdf" dated 24 July 2018.

The Knit Cuffs are manufactured with yarn made of Nomex® Type 457, an intimate blend of 95% meta-aramid fiber and 5% para-aramid fiber manufactured by E. I. Dupont de Nemours & Company.

## Section D - Packaging and Marking

### PACKAGING/MARKING REQUIREMENTS

For all orders pursuant to this IDIQ, a Bill of Landing (BOL), shall accompany shipment and be made available to and submitted the Contracting Specialist.

The BOL shall be adequate to determine compliance/delivery with all applicable requirements of the material specifications(s) as described in this solicitation and attachments.

Availability of the BOL(s) are in addition to other contract requirements and does not reduce or prejudice the Government's right to inspect supplies under other provisions of this contract.

#### \*\*\*\*\*REQUIREMENTS FOR WHICH RESULTS ARE REQUIRED ALL SPECIFIED CRITERIA\*\*\*\*\*

Unless specifically coordinated with PBA Material Management for unique items,

- All items should come on standard wood pallets
- Be of max pallet height of 56 inches
- Pallets must be stackable, and able to be stored as stacked for up to 1 year. Corner posts are suggested
- Unique items that aren't stackable or fragile should be marked as such on the pallet.

## Section E - Inspection and Acceptance

## INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government
0004	Destination	Government	Destination	Government

## Section F - Deliveries or Performance

SHIPPING INSTRUCTIONS

## CARRIER INSTRUCTIONS FOR PINE BLUFF ARSENAL, AR

## PINE BLUFF ARSENAL WORKING HOURS

Receiving hours for BLDG 53-990 are 0630-1430 (6:30 AM – 2:30 PM CST) Monday through Thursday. No shipments will be accepted on Fridays.

All Carriers delivering or picking up must enter through Dexter Gate (commercial truck gate) on or before 2:30p.m. unless prior arrangements have been made.

Shipments will not be received on designated Government holidays as follows: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Juneteenth Holiday, 4th of July, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, and Christmas Day, or any additional holidays granted by the President of the United States. If the holiday falls on a Sunday, the holiday will be observed on the following Monday. The TFG (Transportation Facilities Guide) is updated on a regular basis with any and all closings or special instructions. If you do not have access to the TFG and have questions regarding hours of operation, please contact the Transportation Office at the numbers provided below to schedule an appointment.

To obtain access to schedule appoints in the Carrier Appointment System, you may follow the instructions below:

The Carrier Appointment System (CAS) is now housed under "TEAMS"

To register for a TEAMS account you will follow the steps below:

- 1.) Go to Caution-<https://eta-teams.transport.mil>
- 2.) Accept the "USG- Authorized Use Only" banner.
- 3.) You will choose the fourth option in the center of the page "Register as a new user". At this point you will input pertinent information that is asked/required.

If you are unable to register, you may call Mr. Jon Reed at 870-540-3610, Ms. Darrilyn Brittan at 870-540-3765 or Ms. Linda Wallace at 870-540-3816 and an appointment will be created in CAS for you. You will need to email a copy of the bill of lading to us in accordance with the delivery appointment.

## Delivery Address and GPS Info:

Ship to Pine Bluff Arsenal (PBA):

US Army, Pine Bluff Arsenal, Central Receiving & Shipping Point (CRSP) Bldg 53-990, 506th Street Pine Bluff AR 71602

## \* Instructions for GPS:

Intersection Search: search intersection of Wise Road and Dollarway Rd in White Hall AR 71602 LAT/LON

Search: 34°18'59.8"N 92°06'31.7"W (34.316610, -92.108798)

OR

FOR NAVIGATION SYSTEMS/GPS: Wise Road and Dollarway Road, White Hall, AR 71602. This will take you to where you turn to enter Dexter Gate.

To reach a Specific POC, for this information, please see below:

PBA Transportation Inbound, Mr. Jon Reed, phone (870) 540-3610 alternate 3765

PBA Transportation Officer, Ms. Linda K. Wallace, phone (870) 540-3816

CRSP Supervisor, Mr. Wayne Lainhart, (870) 540-3134, Cell (870) 550-8703; darrell.w.lainhart.civ@mail.mil

## DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
0001	60 dys. AFATA		PINE BLUFF ARSENAL CENTRAL SHIPPING & RECEIVING POINT (CSRP) BLDG 53-990, 506TH STREET PINE BLUFF AR 71602-9500 FOB: Destination	W41G26
0002	60 dys. AFATA		(SAME AS PREVIOUS LOCATION) FOB: Destination	W41G26
0003	30 dys. ADC		(SAME AS PREVIOUS LOCATION) FOB: Destination	W41G26
0004	30 dys. ADC		(SAME AS PREVIOUS LOCATION) FOB: Destination	W41G26

## Section I - Contract Clauses

## CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUN 2020
52.203-3	Gratuities	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	JUN 2020
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 2020
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights	JUN 2020
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-7	System for Award Management	OCT 2018
52.204-12	Unique Entity Identifier Maintenance	OCT 2016
52.204-13	System for Award Management Maintenance	OCT 2018
52.204-16	Commercial and Government Entity Code Reporting	AUG 2020
52.204-18	Commercial and Government Entity Code Maintenance	AUG 2020
52.204-22	Alternative Line Item Proposal	JAN 2017
52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities	NOV 2021
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment	NOV 2021
52.207-4	Economic Purchase Quantity-Supplies	AUG 1987
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	NOV 2015
52.209-11	Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law	FEB 2016
52.209-13	Violation of Arms Control Treaties or Agreements -- Certification	NOV 2021
52.211-5	Material Requirements	AUG 2000
52.211-6	Brand Name or Equal	AUG 1999
52.211-8	Time of Delivery	JUN 1997
52.215-1	Instructions to Offerors--Competitive Acquisition	NOV 2021
52.215-2	Audit and Records--Negotiation	JUN 2020
52.215-14	Integrity of Unit Prices	NOV 2021
52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns	OCT 2022
52.219-6	Notice Of Total Small Business Set-Aside	NOV 2020
52.219-8	Utilization of Small Business Concerns	OCT 2022
52.219-33	Nonmanufacturer Rule	SEP 2021
52.222-50	Combating Trafficking in Persons	NOV 2021
52.222-54	Employment Eligibility Verification	MAY 2022
52.222-56	Certification Regarding Trafficking in Persons Compliance Plan.	OCT 2020
52.223-6	Drug-Free Workplace	MAY 2001
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	JUN 2020
52.225-25	Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-- Representation and Certifications.	JUN 2020
52.229-3	Federal, State And Local Taxes	FEB 2013
52.232-17	Interest	MAY 2014

52.232-18	Availability Of Funds	APR 1984
52.232-23	Assignment Of Claims	MAY 2014
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	NOV 2021
52.233-2	Service Of Protest	SEP 2006
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.242-5	Payments to Small Business Subcontractors	JAN 2017
52.242-13	Bankruptcy	JUL 1995
52.242-15	Stop-Work Order	AUG 1989
52.242-17	Government Delay Of Work	APR 1984
52.243-1	Changes--Fixed Price	AUG 1987
52.246-2	Inspection Of Supplies--Fixed Price	AUG 1996
52.246-15	Certificate of Conformance	APR 1984
52.246-16	Responsibility For Supplies	APR 1984
52.246-23	Limitation Of Liability	FEB 1997
52.246-26	Reporting Nonconforming Items.	NOV 2021
52.248-1	Value Engineering	JUN 2020
52.249-1	Termination For Convenience Of The Government (Fixed Price) (Short Form)	APR 1984
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.252-1	Solicitation Provisions Incorporated By Reference	FEB 1998
52.252-2	Clauses Incorporated By Reference	FEB 1998
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2008
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.203-7005	Representation Relating to Compensation of Former DoD Officials	SEP 2022
252.204-7000	Disclosure Of Information	OCT 2016
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7008	Compliance With Safeguarding Covered Defense Information Controls	OCT 2016
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	DEC 2019
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support	MAY 2016
252.204-7016	Covered Defense Telecommunications Equipment or Services -- Representation	DEC 2019
252.204-7017	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services -- Representation	MAY 2021
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services	JAN 2021
252.204-7019	Notice of NIST SP 800-171 DoD Assessment Requirements	MAR 2022
252.204-7020	NIST SP 800-171 DoD Assessment Requirements	MAR 2022
252.204-7022	Expediting Contract Closeout	MAY 2021
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.215-7007	Notice of Intent to Resolicit	JUN 2012
252.215-7008	Only One Offer	JUL 2019
252.215-7013	Supplies and Services Provided by Nontraditional Defense Contractors.	JAN 2018
252.225-7001	Buy American And Balance Of Payments Program-- Basic	JUN 2022
252.225-7002	Qualifying Country Sources As Subcontractors	MAR 2022
252.225-7031	Secondary Arab Boycott Of Israel	JUN 2005



252.225-7048	Export-Controlled Items	JUN 2013
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	DEC 2018
252.232-7006	Wide Area WorkFlow Payment Instructions	DEC 2018
252.232-7010	Levies on Contract Payments	DEC 2006
252.232-7017	Accelerating Payments to Small Business Subcontractors-- Prohibition on Fees and Consideration	APR 2020
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	DEC 2012
252.244-7000	Subcontracts for Commercial Items	JAN 2021
252.247-7022	Representation of Extent of Transportation by Sea.	JUN 2019

#### CLAUSES INCORPORATED BY FULL TEXT

#### 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (MAY 2022)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 315120.

(2) The small business size standard is 750.

(3) The small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce is 500 employees if the acquisition--

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

(ii) Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or

(iii) Is 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.

(b)(1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at 52.204-7, System for Award Management, is not included in this solicitation, and the Offeror has an active registration in the System for Award Management (SAM), the Offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The Offeror shall indicate which option applies by checking one of the following boxes:

(        ) Paragraph (d) applies.

(        ) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c) (1) The following representations or certifications in SAM are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

- (B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or
- (C) The solicitation is for utility services for which rates are set by law or regulation.
- (ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.
- (iii) 52.203-18, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements--Representation. This provision applies to all solicitations.
- (iv) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.
- (v) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—
- (A) Are not set aside for small business concerns;
- (B) Exceed the simplified acquisition threshold; and
- (C) Are for contracts that will be performed in the United States or its outlying areas.
- (vi) 52.204-26, Covered Telecommunications Equipment or Services--Representation. This provision applies to all solicitations.
- (vii) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations--Representation.
- (viii) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.
- (ix) 52.209-11, Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.
- (x) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.
- (xi) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
- (xii) 52.219-1, Small Business Program Representations (Basic, Alternates I, and II). This provision applies to solicitations when the contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii).
- (A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.
- (B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.
- (C) The provision with its Alternate II applies to solicitations that will result in a multiple-award contract with more than one NAICS code assigned.

(xiii) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii).

(xiv) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xv) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xvi) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial products or commercial services.

(xvii) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xviii) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA- designated items.

(xix) 52.223-22, Public Disclosure of Greenhouse Gas Emissions and Reduction Goals--Representation. This provision applies to solicitations that include the clause at 52.204-7.)

(xx) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xxi) 52.225-4, Buy American--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225- 3.

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$92,319, the provision with its Alternate II applies.

(D) If the acquisition value is \$92,319 or more but is less than \$100,000, the provision with its Alternate III applies.

(xxii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xxiii) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan--Certification. This provision applies to all solicitations.

(xxiv) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran—Representation and Certification. This provision applies to all solicitations.

(xxv) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

(2) The following representations or certifications are applicable as indicated by the Contracting Officer:

[Contracting Officer check as appropriate.]

- (i) 52.204-17, Ownership or Control of Offeror.
- (ii) 52.204-20, Predecessor of Offeror.
- (iii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.
- (iv) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Certification.
- (v) 52.222-52 Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Certification.
- (vi) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).
- (vii) 52.227-6, Royalty Information.
  - (A) Basic.
  - (B) Alternate I.
- (viii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.
- (d) The Offeror has completed the annual representations and certifications electronically in SAM accessed through <https://www.sam.gov>. After reviewing the SAM information, the Offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [      offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause	Title	Date	Change
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Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on SAM.

(End of provision)

## 52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services--Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Products and Commercial Services. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

### (a) Definitions. As used in this provision-

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

### (b) Prohibition.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to--

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to--

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

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

(d) Representations. The Offeror represents that--

(1) It [ \_\_\_\_ ] will, [ \_\_\_\_ ] will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that--

It [ \_\_\_\_ ] does, [ \_\_\_\_ ] does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) Disclosures.

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment--

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services--

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment--

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services--

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(End of provision)

#### 52.204-26 COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES--REPRESENTATION (OCT 2020)

(a) Definitions. As used in this provision, "covered telecommunications equipment or services" and "reasonable inquiry" have the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

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

(c) Representations.

(1) The Offeror represents that it [ \_\_\_\_ ] does, [ \_\_\_\_ ] does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(2) After conducting a reasonable inquiry for purposes of this representation, the offeror represents that it [ \_\_\_\_ ] does, [ \_\_\_\_ ] does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

(End of provision)

#### 52.209-4 FIRST ARTICLE APPROVAL--GOVERNMENT TESTING (SEP 1989)

(Contracting Officer shall insert details)

(a) The Contractor shall deliver 10 pairs of Lot/Item CLIN 0001 and 10 pairs of Lot/Item CLIN 0001 within thirty (30) days from the date of this contract to the Government at US Army, Pine Bluff Arsenal, Central Receiving & Shipping Point (CRSP) Bldg 53-990, 506th Street Pine Bluff AR 71602 for first article tests. The shipping documentation shall contain this contract number and the Lot/Item identification. The characteristics that the first article must meet and the testing requirements are specified elsewhere in this contract.

(b) Within 14 calendar days after the Government receives the first article, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the

specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

(c) If the first article is disapproved, the Contractor, upon Government request, shall submit an additional first article for testing. After each request, the Contractor shall make any necessary changes, modifications, or repairs to the first article or select another first article for testing. All costs related to these tests are to be borne by the Contractor, including any and all costs for additional tests following a disapproval. The Contractor shall furnish any additional first article to the Government under the terms and conditions and within the time specified by the Government. The Government shall act on this first article within the time limit specified in paragraph (b) of this clause. The Government reserves the right to require an equitable adjustment of the contract price for any extension of the delivery schedule or for any additional costs to the Government related to these tests.

(d) If the Contractor fails to deliver any first article on time, or the Contracting Officer disapproves any first article, the Contractor shall be deemed to have failed to make delivery within the meaning of the Default clause of this contract.

(e) Unless otherwise provided in the contract, the Contractor--

(1) May deliver the approved first article as a part of the contract quantity, provided it meets all contract requirements for acceptance and was not consumed or destroyed in testing; and

(2) Shall remove and dispose of any first article from the Government test facility at the Contractor's expense.

(f) If the Government does not act within the time specified in paragraphs (b) or (c) of this clause, the Contracting Officer shall, upon timely written request from the Contractor, equitably adjust under the Changes clause of this contract the delivery or performance dates and/or the contract price, and any other contractual term affected by the delay.

(g) The Contractor is responsible for providing operating and maintenance instructions, spare parts support, and repair of the first article during any first article test.

(h) Before first article approval, the acquisition of materials or components for, or the commencement of production of, the balance of the contract quantity is at the sole risk of the Contractor. Before first article approval, the costs thereof shall not be allocable to this contract for (1) progress payments, or (2) termination settlements if the contract is terminated for the convenience of the Government.

(i) The Government may waive the requirement for first article approval test where supplies identical or similar to those called for in the schedule have been previously furnished by the Offeror/Contractor and have been accepted by the Government. The Offeror/Contractor may request a waiver.

(End of clause)

#### 52.216-1 TYPE OF CONTRACT (APR 1984)

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

(End of provision)

#### 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 **Date of Award** through **31 March 2028**.

(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

(3) 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)

#### 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 **5,000 combined (LG and SM knit cuff) pairs**, 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 **10,000 knit cuff pairs**, (insert dollar figure or quantity);

(2) Any order for a combination of items in excess of **15,000 combined (LG and SM knit cuff) pairs**, (insert dollar figure or quantity); or

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

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

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within **7** days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

#### 52.216-22 INDEFINITE QUANTITY. (OCT 1995)

(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 effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after **final delivery of any order issued prior to expiration of the contract**. [insert date].

(End of clause)

#### 52.219-14 LIMITATIONS ON SUBCONTRACTING (OCT 2022)

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) Definition. Similarly situated entity, as used in this clause, means a first-tier subcontractor, including an independent contractor, that--

(1) Has the same small business program status as that which qualified the prime contractor for the award (e.g., for a small business set-aside contract, any small business concern, without regard to its socioeconomic status); and

(2) Is considered small for the size standard under the North American Industry Classification System (NAICS) code the prime contractor assigned to the subcontract.

(c) Applicability. This clause applies only to--

(1) Contracts that have been set aside for any of the small business concerns identified in 19.000(a)(3);

(2) Part or parts of a multiple-award contract that have been set aside for any of the small business concerns identified in 19.000(a)(3);

(3) Contracts that have been awarded on a sole-source basis in accordance with subparts 19.8, 19.13, 19.14, and 19.15;

(4) Orders expected to exceed the simplified acquisition threshold and that are--

- (i) Set aside for small business concerns under multiple-award contracts, as described in 8.405-5 and 16.505(b)(2)(i)(F); or
  - (ii) Issued directly to small business concerns under multiple-award contracts as described in 19.504(c)(1)(ii);
- (5) Orders, regardless of dollar value, that are--
- (i) Set aside in accordance with subparts 19.8, 19.13, 19.14, or 19.15 under multiple-award contracts, as described in 8.405-5 and 16.505(b)(2)(i)(F); or
  - (ii) Issued directly to concerns that qualify for the programs described in subparts 19.8, 19.13, 19.14, or 19.15 under multiple-award contracts, as described in 19.504(c)(1)(ii); and
- (6) Contracts using the HUBZone price evaluation preference to award to a HUBZone small business concern unless the concern waived the evaluation preference.
- (d) Independent contractors. An independent contractor shall be considered a subcontractor.
- (e) Limitations on subcontracting. By submission of an offer and execution of a contract, the Contractor agrees that in performance of a contract assigned a North American Industry Classification System (NAICS) code for--
- (1) Services (except construction), it will not pay more than 50 percent of the amount paid by the Government for contract performance to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both services and supplies, the 50 percent limitation shall apply only to the service portion of the contract;
  - (2) Supplies (other than procurement from a nonmanufacturer of such supplies), it will not pay more than 50 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both supplies and services, the 50 percent limitation shall apply only to the supply portion of the contract;
  - (3) General construction, it will not pay more than 85 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 85 percent subcontract amount that cannot be exceeded; or
  - (4) Construction by special trade contractors, it will not pay more than 75 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 75 percent subcontract amount that cannot be exceeded.
- (f) The Contractor shall comply with the limitations on subcontracting as follows:
- (1) For contracts, in accordance with paragraphs (c)(1), (2), (3) and (6) of this clause--
- [Contracting Officer check as appropriate.]
- ☐ By the end of the base term of the contract and then by the end of each subsequent option period; or
- ☒ By the end of the performance period for each order issued under the contract.
- (2) For orders, in accordance with paragraphs (c)(4) and (5) of this clause, by the end of the performance period for the order.

(g) A joint venture agrees that, in the performance of the contract, the applicable percentage specified in paragraph (e) of this clause will be performed by the aggregate of the joint venture participants.

(1) In a joint venture comprised of a small business protege and its mentor approved by the Small Business Administration, the small business protege shall perform at least 40 percent of the work performed by the joint venture. Work performed by the small business protege in the joint venture must be more than administrative functions.

(2) In an 8(a) joint venture, the 8(a) participant(s) shall perform at least 40 percent of the work performed by the joint venture. Work performed by the 8(a) participants in the joint venture must be more than administrative functions.

(End of clause)

#### 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (OCT 2022)

(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 (d) 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 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 (f) of this clause or, if applicable, paragraph (h) 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) If the Contractor represented that it 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 (f) of this clause or, if applicable, paragraph (h) of this clause, when the Contracting Officer explicitly requires it for an order issued under a multiple-award contract.

(d) 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>.

(e) 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 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.

(f) Except as provided in paragraph (h) of this clause, the Contractor shall make the representation(s) required by paragraph (b) and (c) 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 office in writing within the timeframes specified in paragraph (b) of this clause, or with its offer for an order (see paragraph (c) of this clause), that the data have been validated or updated, and provide the date of the validation or update.

(g) 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 (f) or (h) of this clause.

(h) 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 (h)(1) of this clause.] The Contractor represents that it [ ] is, [ ] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.] The Contractor represents that it [ ] is, [ ] is not a women-owned small business concern.

(4) 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: .]

(5) 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: .]

(6) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.] The Contractor represents that it [ ] is, [ ] is not a veteran-owned small business concern.

(7) [Complete only if the Contractor represented itself as a veteran-owned small business concern in paragraph (h)(6) of this clause.] The Contractor represents that it [ ] is, [ ] is not a service-disabled veteran-owned small business concern.

(8) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.] The Contractor represents that--

(i) It [ ] is, [ ] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR part 126; and

(ii) It [ ] is, [ ] is not a HUBZone joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (h)(8)(i) of this clause is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The Contractor shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: .] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

[Contractor to sign and date and insert authorized signer's name and title.]

(End of clause)

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

### (a) Definitions.

Aviation critical safety item means a part, an assembly, installation equipment, launch equipment, recovery equipment, or support equipment for an aircraft or aviation weapon system if the part, assembly, or equipment contains a characteristic any failure, malfunction, or absence of which could cause--

(i) A catastrophic or critical failure resulting in the loss of, or serious damage to, the aircraft or weapon system;

(ii) An unacceptable risk of personal injury or loss of life; or

(iii) An uncommanded engine shutdown that jeopardizes safety.

Design control activity. (i) With respect to an aviation critical safety item, means the systems command of a military department that is specifically responsible for ensuring the airworthiness of an aviation system or equipment, in which an aviation critical safety item is to be used; and

(ii) With respect to a ship critical safety item, means the systems command of a military department that is specifically responsible for ensuring the seaworthiness of a ship or ship equipment, in which a ship critical safety item is to be used.

Ship critical safety item means any ship part, assembly, or support equipment containing a characteristic, the failure, malfunction, or absence of which could cause--

(i) A catastrophic or critical failure resulting in loss of, or serious damage to, the ship; or

(ii) An unacceptable risk of personal injury or loss of life.

(b) Identification of critical safety items. One or more of the items being procured under this contract is an aviation or ship critical safety item. The following items have been designated aviation critical safety items or ship critical safety items by the designated design control activity:

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(Insert additional lines as necessary)

(c) Heightened quality assurance surveillance. Items designated in paragraph (b) of this clause are subject to heightened, risk-based surveillance by the designated quality assurance representative.

(End of clause)

#### 252.225-7000 BUY AMERICAN--BALANCE OF PAYMENTS PROGRAM CERTIFICATE--BASIC (NOV 2014)

(a) Definitions. Commercially available off-the-shelf (COTS) item, component, domestic end product, foreign end product, qualifying country, qualifying country end product, South Caucasus/Central and South Asian (SC/CASA) state, South Caucasus/Central and South Asian (SC/CASA) state end product, and United States, as used in this provision, have the meanings given in the 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 paragraph (c)(2) or (3) of this provision, is a domestic end product; 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.

(2) The offeror certifies that the following end products are qualifying country end products:

\_\_\_\_ (Line Item Number Country of Origin)

\_\_\_\_ (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, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (ii) of the definition of "domestic end product":

(Line Item Number) \_\_\_\_

(Country of Origin (If known)) \_\_\_\_

(End of provision)

#### 252.225-7020 TRADE AGREEMENTS CERTIFICATE--BASIC (NOV 2014)

(a) Definitions. Designated country end product, nondesignated country end product, qualifying country end product, and U.S.-made end product, as used in this provision have the meanings given in the Trade Agreements--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 consider only offers of end products that are U.S.-made, qualifying country, or designated country end products unless--

(i) There are no offers of such end products;

(ii) The offers of such end products are insufficient to fulfill the Government's requirements; or

(iii) A national interest waiver has been granted.

(c) Certification and identification of country of origin.

(1) For all line items subject to the Trade Agreements--Basic of this solicitation, the offeror certifies that each end product to be delivered under this contract, except those listed in paragraph (c)(2) of this provision, is a U.S.-made, qualifying country, or designated country end product.

(2) The following supplies are other nondesignated country end products:

(Line Item Number \_\_\_\_ ) (Country of Origin \_\_\_\_ )

(End of provision)



Section J - List of Documents, Exhibits and Other Attachments

LIST OF ATTACHMENTS

Attachment 0001, excel document titled, "JMC Knit Cuffs Price Matrix"

Attachment 0002, "JPMP-PD-IFS-01.pdf", dated 24 July 2018

Attachment 0003, "MIL-SPEC 3735E, Type IV, Class 1 and Class 2", dated 25 October 2022

## Section L - Instructions, Conditions and Notices to Bidders

**INSTRUCTIONS TO OFFERORS****A. GENERAL INSTRUCTIONS.**

These instructions are a guide for preparing proposals. These instructions generally describe the type and extent of information the Offeror should provide and emphasize the significant topic areas the Offeror should address in the proposal. The Offeror is expected to review Attachment 0002 Purchase Description titled, "JPMP-PD-IFS-01.pdf" and Attachment 0003, MIL-SPEC 3735E, Type IV, Class 1 and Class 2, dated 30 November 1988 for further insight into the areas that the proposal must address.

The Offeror should include sufficient information to enable the evaluators to determine the Offeror's understanding of the requirements in each of the evaluated areas. Data requested for evaluation has been clearly identified in this solicitation. Offerors should read and review the provision at FAR 52.215-1, "Instructions to Offerors – Competitive Acquisition" (for noncommercial items).

The Government intends to award a contract resulting from Request for Proposal (RFP) without discussions with offerors (except clarifications described in FAR 15.306(a)). Therefore, offerors initial proposals should contain the best terms. The Government does however, reserve the right to conduct discussions if determined necessary by the Contracting Officer. Discussions will not be opened for the sole purpose of allowing an Offeror to submit data. Therefore, proposals lacking information may be considered unacceptable and may be eliminated from any further consideration. The Government reserves the right to not open discussions to allow for the submission of data that should have been submitted with the initial proposal.

The Offeror must provide information in sufficient detail to allow the Government to make an assessment of technical acceptability of the proposal.

**B. PROPOSAL FORMAT.**

The Offeror shall submit a proposal for this requirement as outlined in paragraph IV. below. An Introductory Volume and a separate volume for each evaluation Factor shall be submitted. These volumes shall be self-contained and shall not be cross referenced. Proposals not structured in accordance with these instructions may be considered incomplete, may not be evaluated, and may be returned at the Offeror's expense.

All proposal submissions shall be sent electronically to Ms. Carly C Frye at [carly.c.frye.civ@army.mil](mailto:carly.c.frye.civ@army.mil) and Ms. Bethany Carbajal at [Bethany.n.carbajal.civ@army.mil](mailto:Bethany.n.carbajal.civ@army.mil). Proposals must be received by 09 March 2023 at 1000 US Central Standard Time (CST). The Offeror is responsible for ensuring that a full and complete proposal is received by the date and time established for receipt of timely proposals and should take into consideration file size and firewalls when submitting a proposal. Any proposal, or partial proposal, received after the time and date established for receipt of timely proposals will be considered late and will not be considered for award. Absent the opening of discussions, if required, the Government will not accept any changes, additions, or deletions for evaluation purposes.

Should an Offeror have difficulties with the delivery of proposals, please immediately notify Ms. Carly C Frye at [carly.c.frye.civ@army.mil](mailto:carly.c.frye.civ@army.mil). It is the Offeror's responsibility to ensure successful delivery of proposals prior to the closing date. Any proposals received after the date and time for submission will be considered a late submission and treated as such.

**C. PAGE LIMITATIONS AND LAYOUT.**

Proposals must be submitted in electronic form as attachments. The Government does not assume the duty to search for data or information to cure problems discovered in proposals. The burden of providing complete and thorough information to address the elements below remains with the Offeror.

I. VOLUME I – Introductory Volume. **Cover Page. Executed RFP, W519TC-23-R-2027, and any amendments that may follow** (signed by an individual authorized to bind the company, should be the signature of:

(a) A Corporate Officer (President, Vice- President, Treasurer, Secretary); or (b) An individual authorized in writing by a Corporate Officer to bind the company to a legal document.)

II. **VOLUME II – Technical Capability Factor.** The volume is limited to no more than 50 pages. Each proposal shall include clear references to the corresponding paragraphs of the Purchase Description titled, "JPMP-PD-IFS-01" dated 24 July 2018 and MIL-SPEC 3735E, Type IV, Class 1 and Class 2, dated 30 November 1988 or RFP that apply, as applicable.

III. **VOLUME III – Price Factor. The Offeror shall submit firm-fixed-prices for each, Ordering Period and Quantity Range on Attachment 0001, excel document titled, "JMC Knit Cuffs Price Matrix".** All "fill ins" must be completed, and no other information is to be added to the Price Matrix, nor shall offerors make any changes to the Price Matrix. Each cell "fill in" that requires the offeror's input has been highlighted. Failure to complete the Price Matrix in its entirety may deem an offeror as non-responsive. All unit prices proposed will be binding. Proposed unit prices are limited to two decimal places.

#### **D. VOLUME STRUCTURE.**

##### **I. Introductory Volume**

###### **Cover Page**

**Executed RFP, W519TC-23-R-2027, and any amendments that may follow**

##### **II. Technical Capability Factor**

###### **Table of Contents**

###### **Technical Plan**

###### **Past Performance**

##### **III. Price Factor**

**Attachment 0001, excel document titled, "JMC Knit Cuffs Price Matrix".**

#### **E. PROPOSAL PREPARATION.**

The Offeror's proposal shall be prepared and authored by a person or persons regularly employed by the Offeror. The proposal should be prepared in a clear, legible, practical manner.

##### **I. Volume I – Introductory Volume.**

A cover page containing company's Unique Identification number and cage code, the name of each person contributing to the authorship of the proposal, the person's position title, and the position the person will hold in relation to the proposal should a contract be awarded. Include an Executive Summary - a concise narrative summary of the entire proposal. The Offeror shall submit executed copies of the RFP and all amendments.

##### **II. Volume II – Technical Capability.**

###### **a. Subfactor 1 – Technical Plan.**

- i. The Technical Plan will include the proposed technical approach and understanding of the requirement. The Technical Plan shall be specific, detailed, and complete enough to demonstrate a sound technical approach clearly and fully, and a thorough understanding of the necessary methods and techniques for meeting performance standards and customer requirements IAW Purchase Description titled, "JPMP-PD-IFS-01" dated 24 July 2018 and MIL-SPEC 3735E, Type IV, Class 1 and Class 2, dated 30 November 1988. The proposal shall include a plan to provide equipment, obtain/purchase materials, and other items and services necessary to perform the manufacturing of the sock cuffs, and ensure the established standards, specifications, and regulations referenced in the purchase description are met. The Technical Plan shall provide specific milestones to be met starting with the Notice to Proceed being issued, First Article Test Approval, IAW the MIL-SPEC 3735E, Type IV, Class 1 and Class 2, dated 30 November 1988. The plan shall address required equipment, materials, and program knowledge/experience IAW applicable US Department of Defense (DoD) and Army statutes and regulations, that demonstrates the Offeror's ability to perform the requirements IAW the MIL-SPEC 3735E, Type IV, Class 1 and

Class 2, dated 30 November 1988 and Purchase Description titled, "JPMP-PD-IFS-01" dated 24 July 2018.

**b. Subfactor 2 – Past Performance.**

- i. Data submitted may represent either Government or commercial type contracts that are recent and relevant. If the Offeror has no recent or relevant Past Performance, the Offeror shall so state. For the purpose of submitting proposals, “recent” is defined as occurring within the three years prior to the solicitation closing date. “Relevant” is defined as a measure of the extent of similarity between the service/support effort, complexity, dollar value, contract type, and subcontract/teaming or other comparable attributes of past performance examples and the source solicitation requirements; and a measure of the likelihood that the past performance is an indicator of future performance. The maximum number of allowable contracts that an Offeror may submit for Past Performance evaluation is five recent and relevant contracts. The Government will assess past performance information that demonstrates quality of performance relative to the size and complexity of the procurement under consideration. The Government reserves the right to eliminate any past performance reference information that is determined to be irrelevant to this acquisition, i.e., not recent or relevant. In accordance with Federal Acquisition Regulation (FAR) 15.305(2)(ii), the Offeror may use past performance of current contracts (including Federal, State, local Government, and private) for efforts that are similar to the required services.
- ii. GENERAL INFORMATION. The Offeror is reminded that both independent data and data provided by the Offeror in the proposal may be used by the Government to evaluate past performance. However, the burden of providing thorough, complete, and current information as requested in the above paragraph and within the solicitation remains with the Offeror. In the event that an Offeror has no past performance history, e.g., a new firm, the Offeror may submit past performance information for key personnel proposed to perform the contract requirements. For the purpose of submitting past performance information, the Offeror should also include past performance information on subcontractors that will perform critical aspects of the requirement, team members, partners, and other entities that comprise the proposal. The Government will consider past performance of subcontractors identified in the Offeror's proposal when assessing the Offeror's past performance.
- iii. The Offeror's past performance documentation shall include, at a minimum, the following information:
  1. Contract Number, Award Date, and Contract type.
  2. Price/Cost originally awarded and final price/cost (or projected final, if contract is current).
  3. Period of performance.
  4. Name, telephone number, and/or e-mail address for any of the following: Procuring Contracting Officer (PCO); Administrative Contracting Officer (ACO); Government technical point of contact, Contracting Officer Representative (COR), or Commercial Technical Representative.
  5. A narrative description on each contract listed describing the objectives achieved.
  6. Narrative explanation of why the contract is recent and relevant.
  7. Completed Past Performance Contract References.

**III. Volume III – Price Factor.**

The Government reserves the right to require the submission of any data necessary to validate the reasonableness of an offer.

## Section M - Evaluation Factors for Award

**EVALUATION FACTORS**

**A. EVALUATION OF PROPOSALS.** This acquisition will utilize a hybrid Lowest Price Technically Acceptable Selection Approach authorized at FAR 15.101-2. The proposal will be evaluated on two factors: (I) Technical and (II) Price.

Upon completing the evaluation of the two factors, preference will be assigned to Offerors with the relevant and recent past performance with consideration given to those Offerors with knitting mill and textile manufacturing experience. The Government expects to award one Firm-Fixed Price, Indefinite Delivery Indefinite Quantity Contract with five ordering periods, for a cumulative five years. The Government reserves the right to: limit the Competitive Range for the purposes of efficiency; award without discussions; and make no award should no Offeror prove to submit an acceptable offer based on the criteria set forth in the solicitation.

**B. CORRECTION POTENTIAL OF PROPOSALS.** The Government will consider, throughout the evaluation, the "correction potential" of any proposal uncertainty. Uncertainty is any aspect of a non-cost/price factor proposal for which the intent of the Offeror is unclear (e.g., more than one way to interpret the offer or inconsistencies in the proposal indicating that there may have been an error, omission or mistake). The judgment of such "correction potential" is within the sole discretion of the Government. If an aspect of an Offeror's proposal not meeting the Government's requirements is not considered correctable, the Offeror may be eliminated from the Competitive Range.

**C. NUMBER OF CONTRACT AWARDS.** The Government reserves the right to award no contract at all, depending on the quality of the proposals, prices submitted, and the availability of funds. The Government intends to make one award.

**D. EVALUATION METHODOLOGY AND AWARD DECISION.** Proposals will be rated only on their content. Assumptions, preconceived ideas, and personal knowledge or opinions not supported by material provided in the proposal will not be considered or used as a basis for evaluation. Each proposal will be evaluated against the solicitation criteria included below. The Government intends to make one award without discussions. The following evaluation factor ratings will be applied to the proposals:

**I. Technical Capability Factor.** The Technical Proposal will be evaluated and an Acceptable or Unacceptable rating will be assigned to all Subfactors. An Unacceptable rating for any Subfactor will result in an overall Unacceptable rating for Technical Capability. The evaluation of the Technical Capability Factor Proposal will consist of an evaluation of the following Subfactors:

a. **Technical Plan.** When evaluating the Offeror's Technical Plan, the Government will determine if:

- The Technical Plan demonstrates a sound technical approach and a thorough understanding of the necessary methods and techniques required to meet performance standards and customer requirements IAW Military Specifications and Purchase Description.
- The plan is detailed and comprehensive making clear references to requirements outlined in the Military Specifications and Purchase Description.
- The proposal demonstrates an ability to provide all the resources (all personnel, equipment, supplies, tools, material, supervision, etc.) necessary to meet the requirement.
- The Technical Plan provides information about all labor personnel, equipment, plant, supplies, functional and operational systems, transportation, tools, material, supervision, and other items and services necessary to perform the required services, and ensure the established standards, specifications, and regulations referenced in the Military Specifications and Purchase Description are met in support of this Requirement.

- The plan shall display a thorough understanding of applicable US Department of Defense (DoD) and Army statutes and regulations, that demonstrates the Offeror's ability to perform the requirements IAW Military Specifications and Purchase Description.
- Little or no doubt exists that the Offeror's Technical Plan will ensure successful performance under this solicitation.
- The plan demonstrates a sound management approach and thorough understanding of the management responsibilities, capabilities, and experience necessary to meet the purchase description requirements.
- The technical plan clearly demonstrates a sound approach and a thorough understanding of quality methods and techniques necessary to meet performance standards and customer requirements as defined in this solicitation.
- The plan describes an effective approach for ensuring clear communication between the contractor and Government, measures customer satisfaction, and includes a customer feedback program.
- The Technical Plan describes appropriate and defined timelines and milestones for tasks, sequence of work, first article approval, and constraints that demonstrate a clear understanding of the mission.

b. Past Performance. The Government will evaluate the Offeror's past performance to determine how relevant a recent effort accomplished by the Offeror is to the contract requirements. The criteria to establish what is recent and relevant are defined in Section L. Past Performance information will be evaluated and an Acceptable or Unacceptable rating will be assigned. Sources of Past Performance information for Evaluation are as follows:

- Past Performance information may be provided by the Offeror, as solicited.
- Past Performance information may be obtained from any other sources available to the Government to include, but not limited to, the Past Performance Information Retrieval System (PPIRS), Contractor Performance Assessment Reporting System (CPARS), Federal Awardee Performance and Integrity Information System (FAPIIS), Electronic Subcontract Reporting System (eSRS), or other databases; interviews with Program Managers, Contracting Officers, and Fee Determining Officials; the Defense Contract Management Agency, etc.

Table 1. Combined Technical/Risk Rating. The following ratings and associated definitions will be used to rate the Technical Capability Factor and Subfactors

Rating	Definition
Acceptable	Proposal clearly meets the minimum requirements of the solicitation.
Unacceptable	Proposal does not clearly meet the minimum requirements of the solicitation.

Table 2. Combined Technical/Risk Rating- Past Performance. The following ratings and associated definitions will be used to rate the Past Performance of Offerors

Rating	Definition
Acceptable	Based on the offeror's performance record, the Government has a reasonable expectation that the offeror will successfully perform the required effort, or the offeror's performance record is unknown. (See note below.)
Unacceptable	Based on the offeror's performance record, the Government has no reasonable expectation that the offeror will be able to successfully perform the required effort.

**Note:** In the case of an offeror without a record of relevant past performance or for whom information on past performance is not available or so sparse that no meaningful past performance rating can be reasonably assigned, the offeror may not be evaluated favorably or unfavorably on past performance (see FAR 15.305 (a)(2)(iv)). Therefore, the offeror shall be determined to have unknown past performance. In the context of acceptability/unacceptability, "unknown" shall be considered "acceptable."

**II. Price Factor.** The Total Evaluated Price (TEP) will be evaluated and ranked, but will not be assigned a rating. Proposals will be evaluated based on price reasonableness IAW FAR 15.404-1(b), Proposal Analysis Techniques, relative to total evaluated price. The Government reserves the right to review proposals to identify any Unbalanced Pricing. In accordance with FAR 15.404-1(g), Unbalanced Pricing, a proposal may be rejected if the Contracting Officer determines the lack of balance poses an unacceptable risk to the Government. Proposals may also be evaluated for affordability to the Government.