

BROAD AGENCY ANNOUNCEMENT

Logistics Technology Research (LTR) Program – Research and Development

SP4701-24-B-0001



**Logistics Technology Research (LTR) Program
Research & Development (R&D)
Broad Agency Announcement SP4701-24-B-0001**

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INTRODUCTION

PART: U.S. Government Procurements

SUBPART: Services

OFFICE ADDRESS/RECEIPT OF PROPOSALS:

DLA Contract Service Office – Philadelphia
Attn: Emily Linico, Bldg. 6
700 Robbins Avenue
Philadelphia, PA 19111-5092

CLASS CODE: A--Research and Development

SUBJECT: A- Logistics Technology Research (LTR) Program

INITIAL POSTING DATE: August 27, 2024

INITIAL CLOSING DATE FOR RECEIPT OF PROPOSALS: 45 DAYS; Then, BAA will re-open afterwards for receipt of White Papers for Short Term Projects

NAICS CODE: 541715 -- Research and Development in the Physical, Engineering, and Life Sciences (except Nanotechnology and Biotechnology)

SET ASIDES: N/A

SOL: SP4701-24-B-0001

POINT OF CONTACT (POC) : Emily Linico

CONTACT INFORMATION : Email: Emily.Linico@dla.mil Phone : 215-737-3748 and DCSO-P R&D Mail box RandD.DCSO@dla.mil

1. GENERAL INFORMATION

This notice constitutes a combined synopsis and Broad Agency Announcement (BAA) for the acquisition of research and development (R&D) in accordance with Federal Acquisition Regulation 35.016, "Broad agency announcement," as supplemented with additional information included in this notice. No other solicitation will be issued. Only the information provided in this notice is available. Requests for other forms of solicitation shall be disregarded.

The Logistics Technology Research (LTR) Program is exploring the application of emergent technologies and commercial or other innovative business practices to develop new capabilities and improved Defense Logistics Agency (DLA) processes to sustain Department of Defense (DOD) weapon systems. LTR seeks to develop and demonstrate capabilities with beneficial application across one or more DLA Major Subordinate Commands (MSCs) or HQ Process Owners.

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LTR is a DLA-sponsored logistics R&D program with a mission to conduct research and development projects to provide improved capabilities and methods for delivery of parts and services to DLA's customers. Problems addressed by LTR are usually, although not always, associated with DLA management of weapon system parts in Supply Class IX, although the R&D solutions can be deployed to additional areas of DLA's business processes. LTR projects address problems faced by the Troop Support, Aviation, and Land and Maritime MSCs and several DLA Headquarters Process Owners.

Offerors are encouraged to propose innovative solutions within the scope of the LTR. Equal consideration will be given to all approaches that enable improved processes aligning with the DOD and DLA Director's Strategic Initiatives.

INITIAL CLOSING FOR IDIQ CONSIDERATION

This BAA will open for a period of 45 days for the receipt of White Papers. After 45 days, the BAA will close for the review of White Papers submitted during the initial opening period. Upon the Program Management Office (PMO) request, offerors shall submit full cost and technical proposals for approved White Papers. Offerors will have 30 calendar days from the date of request to submit full cost and technical proposals. If proposals are not submitted within 30 calendar days, vendors will be considered non-responsive and removed from further consideration. Proposals submitted within the 30-day timeframe will be evaluated and considered for Indefinite Delivery Indefinite Quantity (IDIQ) contracts for Short Term Projects (STP)s. Offerors must submit **full cost & technical proposals** in order to be considered for an IDIQ contract (see Section 7: Proposal Instructions). Vendors will be notified accordingly if their White Paper or proposal is not among those selected.

White Papers and Proposals (if requested) submitted under this BAA for IDIQ consideration, shall describe a potential Short-Term Project (STP) that aligns with one of the LTR strategic focus areas outlined in Section 3: Scope, to be used by the Government for evaluation purposes. The White Paper shall be an abbreviated document (limited to 6 pages) in which a submitter describes a technical R&D concept (see Section 6: White Paper Instructions and Format). Initial offerors are encouraged to propose innovative solutions, highlighting any relevant DLA/DoD acquisition experience. Consideration will be given to all approaches that enable improved processes aligning with both DoD and DLA Strategic Initiatives. These can be found at <https://www.dla.mil/Info/Strategic-Plan/>.

Although initial projects proposed in response to this BAA may result in the award of an IDIQ, a task order to execute the initial STP may or may not be issued. Each vendor who receives an IDIQ contract may be part of a working group whose purpose is to collaborate with the LTR PMO, relevant DLA stakeholders and/or other vendors to identify problems and achieve improvements with measurable results in the business processes that support the LTR program. An optional CLIN may be included in resulting task orders or contract awards for working group activities, including travel.

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REOPENING FOR SHORT TERM PROJECT (STP) CONSIDERATION

After the initial closing period for the award of IDIQs, the BAA will re-open for a remainder of five (5) years from the initial posting date. At that time, potential vendors who did not receive an IDIQ contract may suggest ideas for projects by submitting **White Papers**. Successful White Papers will identify problems and present achievable Short-Term Proposals (STPs) with measurable results in support of the LTR program. White Papers will only be accepted after the BAA is reopened. Offerors should check the [SAM.gov](https://sam.gov) website for the status of the BAA. If such a technical concept is deemed by the Government to be of interest, the Government may request a full cost and technical proposal (see Section 6: Proposal Instructions).

The Government reserves the right to select all, some, or none of the submitted proposals for award. The primary basis for selecting proposals for acceptance will be technical merit, relevance to agency programs, cost realism and reasonableness and funds availability.

QUESTIONS & ANSWERS

All questions regarding this solicitation should be directed by email to Emily Linico at Emily.Linico@dla.mil AND DCSO R&D RandD.DCSO@dla.mil. Questions by telephone will not be accepted. The Subject line of the email shall be “Questions, SP4701-24-B-0001”.

CONTRACT TYPE

The Government intends to award cost-type IDIQ contracts under this BAA and cost-type definitive contracts for vendors who are not awarded IDIQs. Cost-type contracts include cost-reimbursement (FAR 16.302), Cost-sharing (FAR 16.303), or cost-plus fixed fee (FAR 16.306). The Government reserves the right to award another type of contract at its sole discretion.

IDIQ contracts awarded from this BAA will be for a one-year base period and four one-year option periods. These contracts will include two Contract Line Items (CLINs); the second CLIN (Working Group) is optional and will only be utilized on a case-by-case basis:

CLIN 0001 Short Term Projects (STPs)

CLIN 0002 Optional CLIN for Working Group Activities

2. BACKGROUND

DLA seeks interested parties to collaborate with the Program Management Office (PMO) in developing enhanced DLA business processes using state-of-the-art emerging technologies and innovative business practices. The vendors who receive awards are intended to be organizations with demonstrated expertise in relevant areas of DLA business processes. LTR’s mission will be accomplished through sharply focused Short-Term Projects (STPs), typically ranging from four to 24 months in duration, that will be executed by IDIQ awardees, and possibly by other contractors, who submit project White papers after award of the initial IDIQ contracts (as described in Section 6, below).

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Subject to availability of funds, a total Government investment up to \$7 million per year for 5 years is planned during Fiscal Years 2024-2028. This investment will be used to fund all contracts and projects.

3. SCOPE

LTR will conduct STPs primarily, but not exclusively, in support of four DLA Key Processes: Planning, Procurement, Order Fulfillment, and Technical/Quality:

1. **Planning** - process includes predicting what customers will order during defined intervals, defining what parts should be ordered in response to that projected customer demand and setting minimum and maximum stockage quantities for items with customer demand that is not amenable to accurate forecasting, e.g., low, or irregular demand items.
2. **Procurement** - process places orders to suppliers for items in accordance with the supply plan and tracks delivery. The procurement process is central to DLA performance.
3. **Order Fulfillment** - process principally is focused on delivering items from suppliers or warehouses to customers when and where the items are needed. DLA maintains a system of 26 warehouses around the world that are responsible for receipt, storage, issue, packing, preservation and transportation.
4. **Technical/Quality** - process supports the other three processes through many different functions such as qualifying new suppliers, solving item quality problems, addressing the issues raised by counterfeit items, and assuring the availability of complete and accurate technical data to produce parts.

Emerging Technologies to Enhance Part, Component and Logistical Product Data Granularity, Availability and Interoperability Research must focus on developing solutions that support DoD's Digital Engineering Strategy and Digital Modernization efforts for DLA by:

1. Using digital data in place of documents as the authoritative source of data;
2. Extending the model-based approach by incorporating digital engineering technologies and practices that connect business and technical data;
3. Building Digital Twin of Organization (DTO) that simulates DLA's business processes such as Acquire to Retire (A2R) and sub-processes such as supply chain (DTSC – Digital Twin of Supply Chain) that incorporates:
 - a. Human behavior in the business processes;
 - b. Technologies such as Machine Learning (ML), Artificial Intelligence (AI), Robotic Process Automation (RPA), etc.;
 - c. Real time feedback loops to not only improve routine business processes but also predict abnormal situations such as supply chain disruptions;

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4. Providing a standards-based open system IT infrastructure that enables the digital thread, distributed manufacturing, advanced methods for cybersecurity, and protection of intellectual property; and
5. Preparing the workforce for change management and strategic communications necessary to transform DLA use of digital data.

STPs may address other DLA processes, such as Distribution, Supply Management, or Customer Support, so long as they fall within the Technical Area of Interest described in Section 4.

4. PROGRAM INFORMATION

LTR Structure

Each LTR Working Group will execute any R&D projects awarded to them under the guidance of the LTR Program Management Office (PMO). The LTR PMO will manage all aspects of planning, execution, and reporting of the overall LTR project portfolio, with particular attention to cost, schedule and deliverables. Each individual project will be managed by the contractor who executes that project, while the PMO will perform all coordination and management across STPs.

Working Groups

Each vendor who receives an IDIQ may be part of a working group whose purpose is to collaborate with the Government Program Manager and each other to identify problems and achieve improvements with measurable results in the business processes that support the LTR program. Each IDIQ awardee is required to bring specific technical expertise that lends itself to significant improvements to DLA processes.

Meetings

Working Group members will meet multiple times a year, as scheduled by the LTR PMO, to collaboratively support the LTR PMO's efforts to identify problems and achievable improvements with measurable results in the business processes that support Logistics Technology Research.

LTR STPs

Working Group members will not be compensated for developing white papers for proposed STPs. LTR STPs awarded to IDIQ awardees, will be separate task orders issued under the base IDIQ. Tasks Orders issued against resultant IDIQ's will outline tasks to be performed and applicable deliverables; tasks will only be utilized in support of established research projects. All proposals submitted for an STP are required to have a business case that specifies how success will be measured and a delineated path to implementation that addresses a specific DLA or DOD need.

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Technical Area of Interest

As stated above, the LTR is exploring the application of emergent technologies and commercial or other innovative business practices to develop new capabilities and improved DLA processes to sustain DOD logistics technology. The capabilities to be developed from this effort must have beneficial application across one or more MSCs or DLA HQ Process Owners.

Project Transition

The Research & Development (R&D) Program Management Office (PMO) may determine to transition an R&D project to the production environment. This determination will be made on a case-by-case basis considering contractor performance, successful demonstration of technical capability, and alignment with DLA R&D's objectives. Prior to making the determination to transition a project, the DLA PMO will request that the contractor submit a transition plan for review. Upon review by the PMO and Contracting Office, of the transition plan if approved, the contractor will receive further instructions on submission of technical and cost proposal for the transition effort.

5. GENERAL PROPOSAL SUBMISSION INFORMATION

The following proposal submission information pertains to initial proposals submitted in response to the BAA for consideration of IDIQ awards **AND** proposals submitted once the BAA reopens and vendors are asked to submit proposals after the review of submitted White Papers.

Offerors may submit a STP proposal for an R&D project of their choosing that they believe is suitable for execution by LTR (to be determined by evaluation against the criteria stated below). The Government intends to award IDIQ contracts based upon evaluation of the submitted STP proposals. Proposals shall demonstrate knowledge, experience, and expertise in the Technical Area of Interest described in Section 4. Proposals must also provide information detailing past performance that demonstrates related efforts, achievements, technological aptitude, management support skill, and potential contribution and relevance to DLA's mission. Offerors must submit full proposals in Portable Document Format (.pdf) titled "SP4701-24-B-0001". Technical proposals shall be submitted in the following format: one electronic copy in ".pdf" format sent via email to the Contracting POC and the DCSO-P R&D Mailbox. Instructions will be provided in the SAM.gov posting.

This is an unrestricted acquisition. All responsible sources capable of satisfying the Government's needs may submit a White Paper, which will be considered by DLA. DLA encourages small businesses, small-disadvantaged businesses (SDBs), woman-owned small businesses (WOSBs), historically underutilized business zone (HUB Zone) small businesses, veteran-owned small business (VOSBs), service-disabled veteran-owned small businesses (SDVOSBs), historically black colleges and universities, and minority institutions, and other concerns subject to socioeconomic considerations through its awards to submit White Papers under this BAA. However, no portion of this BAA will be set-aside due to the impracticality of reserving discrete or severable areas of research in this technology. For purposes of this acquisition, the small business size standard is 1000 employees, and the North American Industry Classification System (NAICS) code is 541715, Research and Development in the Physical, Engineering and Life Sciences. All correspondence and questions on this BAA should be directed to the Contracting Officer POC at the top of the BAA; e-mail is preferred. Other than small business concerns will be required to submit a Small

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Business Subcontracting Plan in accordance with the most recent version of FAR clause 52.219-9 at the time of proposal submission if proposal cost exceeds the \$750,000.00 threshold. Proposals must remain valid 60 days from the date of submission.

Note: Small business are exempt from submitting a subcontracting plan (**see subcontracting plan information in attachment B**).

Businesses unfamiliar with doing business with the government and that require assistance may contact the state-specific Department of Defense (DOD) APEX Accelerators.

DOD APEX Accelerators. serve as a resource for businesses pursuing and performing under contracts with DOD, other federal agencies, state, and local governments and with government prime contractors. Assistance provided by the APEX Accelerators. are usually free of charge. APEX Accelerator support includes registration in systems such as SAM, identification of contract opportunities, understanding requirements and preparing and supporting proposals. The APEX Accelerators have a presence in each state, Puerto Rico, and Guam.

To locate a local APEX Accelerator visit:

<https://www.apexaccelerators.us/>

ELIGIBILITY REQUIREMENTS

To be eligible for award, all prospective offerors must meet certain minimum standards pertaining to contractor/ subcontractor foreign affiliations, financial resources, adequacy of accounting systems, ability to comply with performance schedules, prior record of past performance, integrity, organization structure, experience, operational controls, technical skills facilities, and equipment. For additional information and guidance concerning qualifications and standards for responsibility of prospective contractors, please refer to Part 9 of the Federal Acquisition Regulation (FAR).

6. WHITE PAPER INSTRUCTIONS AND FORMAT

After the initial round of contracts have been awarded the Government intends to issue an amendment to reopen this BAA to allow those contractors not selected previously to submit White Papers for consideration. An announcement will be made on SAM.gov indicating when the BAA will re-open for White Paper submission. Offerors shall submit White Papers via e-mail to both of the following addresses: Emily.Linico@dla.mil and RandD.DCSO@dla.mil.

The white paper shall not exceed 6 pages. The white paper shall include:

- Project Title Chart
- Executive Summary
- Project Summary
 - Problem statement or opportunity description
 - Goals and impact
 - Expected outcome and benefits
 - Technical plan

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- High level transition / implementation strategy
 - Identification of risks
 - Capabilities and management plan
 - Cost and schedule
- All proprietary claims to results, prototypes, or systems supporting and/or necessary for the use of the research, results, and/or prototypes. If there are no proprietary claims, this should be stated.
- Bibliography

Templates containing content descriptions and instructions are provided in Attachment A to this BAA. ***Use of these templates is mandatory for all submissions to this BAA.*** Document files must be in .pdf, doc, or docx formats. All submissions must be written in English and all pages shall be formatted for printing on 8-1/2 by 11-inch paper with 1-inch margins and font size not smaller than 12-point (8 or 10-point font may be used for figures, tables, and charts). White Papers shall not exceed 6 pages (1 page cover sheet + 1-page executive summary + 4-page Project Summary).

White Papers will be reviewed to determine whether the proposed solution is technically feasible and viable (i.e., compatible with DoD constraints, technical environments, and other organizational requirements), and whether the White Paper presents a research project whose results end users are likely to adopt and that is of sufficient interest to the Government to warrant consideration of a technical proposal.

DLA may, at DLA's sole discretion, provide the White Paper submitter an opportunity to provide additional information to assist DLA in performing the above review. Additional information submitted with the White Paper that was not requested or not in accordance with the direction in Attachment A will not be reviewed or considered. After review, the contracting officer will advise the White Paper submitter (1) the White Paper is not presently of interest to DLA, along with rationale, or (2) the White Paper is presently of interest to DLA and the submitter is invited to submit a technical proposal.

The Government reserves the right to request technical proposals from any, all, some, or none of the offerors submitting White Papers. A request for technical proposals is not a guarantee that the proposal will ultimately be selected for award. White Papers for non-innovative and/or marginal improvements are inappropriate under this BAA and will not result in a technical proposal request.

Offerors of White Papers selected for further review will be asked to submit a technical and cost proposal as described in Section 6 – "Proposal Instructions."

To receive an STP award after submission and evaluation of a full proposal, submitters of White Papers must meet the same "minimum standards" as stated in the BAA for proposal submission.

7. TECHNICAL PROPOSAL INSTRUCTIONS

Proposal prices and all other terms and conditions must remain valid for 180 days from the submission date of the technical proposal. Information in the technical proposal that is deemed by the offeror to be proprietary must be clearly marked as proprietary information. Proposals shall include all proprietary

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claims to results, prototypes, or systems supporting or necessary for the use of the research, results, or prototypes. If there are no proprietary claims, then the proposal must include a statement to that effect.

To ensure all technical proposals receive proper consideration, DLA requires all offerors to follow the same format. Technical proposals that do not conform to the format may not be evaluated and may not be eligible for award. Offerors shall submit proposals via e-mail to both of the following addresses: Emily.Linico@dla.mil and RandD.DCSO@dla.mil . Instructions will be provided in the SAM.gov posting.

(i) TECHNICAL AND COST PROPOSAL FORMATS

- **Technical Proposal General Information** (see Volume I for more information)
 - Shall describe the proposed STP and address the Evaluation Factors for STPs as contained in this BAA.
 - **Proposals MUST be submitted in the following format and provide the content requested in Section 8 “Evaluation Criteria for IDIQ Awards and Short-Term Projects” of this BAA. Each page of the proposal shall be marked “Source Selection Information—See FAR 2.101 and 3.104.” In addition, all material that may be procurement sensitive or defense covered information should be marked with the legend “Controlled Unclassified Information” (CUI). If the information is also source selection information, both markings must be present.**
- **Cost/Price Proposal General Information** (see Volume II for more information)
 - Shall contain cost and pricing information in support of Volume I technical project.
 - Cost/Price information shall include breakout of cost elements as provided for in the Cost Realism evaluation factor in Section 6 of this BAA.
- ***NO pricing information shall be contained in the technical proposal.***

Volume I – Technical Proposals:

- Technical proposals shall be submitted in the following format: one electronic copy in “.pdf” format sent via email to the Contracting POC and the DCSO-P R&D Mailbox

To ensure all technical proposals receive proper consideration, DLA requires all offerors to follow the same format. Technical proposals must meet the following format requirements:

- (1) Document files must be written in English and in .pdf formats.
- (2) No more than twenty (20) single-sided pages including, body, appendices, and attachments.
- (3) Formatting for printing on 8-1/2 by 11-inch paper with 1-inch margins and font size not smaller than 12-point Times New Roman font (8 or 10-point font may be used for figures, tables, and charts).; and

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- (4) Header and footer on each page to identify page content, page number, CUI markings, and source selection authority. See sections CUI and proprietary markings for technical proposals.

Any project Gantt charts may be submitted on larger pages (e.g., legal size), as required to be readable. There is no penalty for submitting a technical proposal of less than 20 pages if the technical proposal covers all the required material. Resumes and certifications for technical data and computer software will not be counted as part of the 20-page limit. Technical proposals must be clear and concise and must include sufficient detail to substantiate the validity of the research. Technical proposals must address the evaluation factors provided in Section 8, Evaluation Criteria for Contracts. No cost or pricing information may be contained in the technical proposal.

Offerors must assume that DLA has no prior knowledge of their facilities and experience, and DLA will base its evaluation exclusively on the merits and content of the information presented in the technical proposal, except that DLA reserves the right to evaluate relevant past performance that is not included in the technical proposal.

CUI Markings

Information in the technical proposal that is deemed by the offeror to be proprietary must be clearly marked as proprietary information. Research & Development is considered CUI. In accordance with the Department of Defense (DoD) phased CUI Program, any form of communication or documentation containing CUI must carry the appropriate markings, i.e., header and footer identifying the document as “CUI” and a completed CUI Designation Indicator. Document as follows:

CUI marking to be centered as header on page 1 of Offeror’s proposal:

CUI

Information to be placed on page two, lower right side of Offeror’s proposal:

Controlled by: Offeror’s Name
CUI Category: SSEL
Distribution/Dissemination Controls: Offeror’s Name
POC: Offeror’s POC Information (Email address, and phone number

Information to place as footer on Offeror’s proposal:

Controlled Unclassified Information (CUI)
Source Selection Information – See FAR 2.101 and 3.104

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Proprietary Markings

- (1) Proposals shall include all proprietary claims to results, prototypes, or systems supporting or necessary for the use of the research, results, or prototypes. If there are no proprietary claims, then the proposal must include a statement to that effect. Do not put proprietary data or markings in the Statement of Work (SOW). Proposals containing data that is not to be disclosed to the public for any purpose or used by the Government except for review purposes shall include the following sentences in accordance with FAR 52.215-1e (1) and (2) on the cover page) Mark the title page with the following: proprietary legend:

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

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

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

Technical proposals shall consist of four parts:

- Part 1 — Proposal Cover Sheet
- Part 2 — Executive Summary
- Part 3 — Feasibility, Viability, and Desirability
- Part 4 — Past Performance, Recency, Capabilities, and Related Experience

Part 1 – Proposal Cover Sheet

(1) BAA number; (2) Proposal Title; (3) Technical Point of Contact, including name, telephone number, , email address, and mailing address; (4) Administrative/Contracting Point of Contact, including name, telephone number, , email address, and mailing address; and (5) Contractor's business type selected among the following categories: Large Business, Small Disadvantaged Business (SDB), Other Small Business, HBCU, MI, Other Educational, or Other Nonprofit.

Part 2: Executive Summary

An Executive Summary of the Offeror's entire technical proposal in one page or less is required. This summary shall be used to gain an understanding of the overall proposal contents. It should identify and

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highlight significant features, summarize innovative claims and unique contribution(s) of the proposal, and include the salient points of the proposed project, and the expected outcome improvement associated with the project.

Part 3: Feasibility, Viability, and Desirability

Offerors must explain the proposed research project and methodology in sufficient detail to establish the feasibility, viability, and desirability of accomplishing the research.

Feasibility – solution to problem statement is technically possible. The technology exists or is likely to be developed in the scope of the proposed effort. An example of something that is not feasible is a “Star Trek” transporter.

Viability – solution to problem statement is compatible with DOD constraints, technical environments, and other organizational requirements. DOD could easily adopt the proposed solution. An example of something which is not viable is a technology that has no chance of passing DOD cyber security requirements; and

Desirability – solution is responsive to a problem statement. End users are likely to adopt the proposed solution. Examples of something that is not desirable are (i) a piece of field equipment that is so uncomfortable to carry that end users refuse to bring it into the field and (ii) a feasible, viable technology that does not meet the problem that end users are trying to solve.

Part 4: Past Performance, Recency, Capabilities, and Related Experience

Section–1 - Work Experience: Offerors must provide information pertaining to prior significant and related research, work experience, or expertise for the proposed research. The information must include an explanation of how this experience or expertise will be beneficial to the proposed research. Offerors must identify no more than five contracts along with the performance period and a brief performance history for each contract within the last three years for which they have provided services and/or supplies of a nature that is consistent with the Area of Interest and relevant to the proposed research. Contractors must also list any previous contracts that have been terminated for cause and the reasons. When reporting contract information please include the proposed award dollar value of the contract and the dollar value at completion.

Section–2 - Points of Contact: Offerors must provide point of contact information for each of the contracts identified in response to Part 4, Section 1 above including the company name, points of contact names, e-mail addresses, and phone numbers.

Section 3 – Contractor Teaming Arrangements: State whether contractor teaming arrangement experience relevant to the proposal exists. Where related work was performed with teaming partners. Offerors must also provide points of contact of team members, including company name, individual names, e-mail addresses, and phone numbers.

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Section—4 - Bibliography: Offerors must include a bibliography of relevant technical papers and research, published and unpublished, which documents the technical ideas upon which the research is based.

Volume II – Cost/Price Proposal:

No page limits apply to the Cost Proposal. The cost proposal shall include total project cost by month. The offeror shall also give a detailed breakdown of the total project costs by each task listed in the technical proposal. If subcontracts are contemplated, the offeror must estimate the total amount of effort to be subcontracted and specify the “burden” or “pass through rate” that will be applied to those subcontracts. Offerors are required to submit certification of current cost or pricing data in accordance with FAR 15.406-2 (Certificate of Current Cost or Pricing Data). The total cost of each major cost element and the make-up of those costs shall be presented in the offeror's proposal. A statement related to the latest DCAA audit and whether the offeror’s accounting system has been approved by the DCAA shall be included in the Cost Proposal. State if there are currently negotiated DCAA rates or forward pricing rate agreements and factors being used in the proposal. Include a detailed breakdown of costs by cost category by offeror's calendar or fiscal year:

- Direct Labor - Individual labor categories or person with associated labor hours and unburdened direct labor rates
- Indirect Costs - Fringe benefit, Overhead, G&A, Cost of Money, etc. (must show base amount and rate)
- Travel - Number of trips, destinations, durations, purpose, etc.
- Subcontracts - A cost proposal is required to be submitted by any proposed subcontractor and “burden” or “pass through rate” shall be clearly stated.
- Materials - Specifically itemized with estimated (or actual) costs.
- Lease Items - Fair market value of lease items and the method used for making such evaluations

Sufficient information shall be provided in supporting documents to evaluate the reasonableness and realism of these proposed costs. Additionally, a completed Cost Proposal Adequacy Checklist (Attachment C) shall be included with each proposal submission.

Cost Proposal Format

To ensure all cost proposals receive proper consideration, DLA requires all offerors to follow the same format. Cost proposals that do not conform to the format may not be evaluated or be eligible for award. Offerors shall submit cost proposals within 30 calendar days of contracting officer’s request in the following format: (1) 8.5" x 11"-page size; (2) a header on each page to identify page content and page number; and (3) type font 12-point Times New Roman with 1-inch margins around the page. No page limits apply to cost proposals. The cost proposal must reflect an understanding of the research, perception of risks, and ability to organize and perform the task(s) stated in the technical proposal. Offerors shall submit the following information:

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Part 1 – Overview

Part 2 - Cost or Pricing Data (certified when requested by the Contracting Officer)

Part 3 - Work Breakdown Structure

Part 4 – Proposal Adequacy Checklist (Attachment A)

Part 1 – Overview

a. Cost Proposal Cover Sheet: Offerors shall provide the following information:

- (1) BAA Number
- (2) NAICS code
- (3) BAA Area(s) of Interest from Section 4 above
- (4) Offeror's Technical Point of Contact, including name, telephone number, e-mail address, and mailing address (no post office box)
- (5) Offeror's Administrative/Contracting Point of Contact, including name, telephone number, e-mail address, and mailing address (no post office box)
- (6) Contractor's business type selected among the following categories: Large Business, Small Disadvantaged Business (SDB), Other Small Business, HBCU, MI, Other Educational, or Other Nonprofit.
- (7) CAGE Code
- (8) Subcontractors participating in the research and estimated cost (if none state "not applicable")
- (9) Small businesses participating in the research and estimated cost (if none state "not applicable")
- (10) Historically Black Colleges and Universities or Minority Institutions participating in the research (if none state "not applicable") Performance Period
- (11) Contract type selected from one of the cost-reimbursement contract types.
- (12) Research title
- (13) Brief research description
- (14) Total Estimated Cost
- (15) Fixed Fee Amount - the fee shall not exceed 10% of the estimated cost (if proposal is for a cost-plus-fixed-fee contract).

b. Accounting System

Offerors shall provide a description of the accounting system proposed for this research and a copy of accounting system approval from Defense Contract Audit Agency (DCAA) or the Department of Health and Human Services (HHS).

c. Approved Rates

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Offerors shall provide a statement regarding current negotiated DCAA or HHS rates, factors, forward pricing agreements, and/or other related cost factors and considerations being used in the cost proposal.

d. Audit or Forward Pricing Agreement

Offerors shall provide a copy of the latest audit or forward pricing agreement from DCAA or HHS.

Part 2 – Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data

Offerors shall submit certified cost or pricing data when requested by the contracting officer to support a determination of cost realism for cost proposals with a total estimated value of \$2,000,000.00 or more in accordance with FAR 15.403-4. If the total estimated value is under \$2,000,000.00, offerors shall submit data other than certified cost or pricing data to support a determination of cost realism in accordance with FAR 15.403-3. Offerors shall submit data in accordance with FAR 52.215-20 Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data.

Offerors shall submit certified cost or pricing data, data other than certified cost or pricing data, and supporting attachments in accordance with the instructions contained in Table 15-2 of FAR 15.408. Offerors shall submit subcontractors' certified cost or pricing data, data other than certified cost or pricing data, and supporting attachments. If the subcontractor will not submit this information to the offerors, this information must be submitted directly to the contracting officer for cost realism analysis.

Part 3 – Work Breakdown Structure

Offerors shall submit a detailed work breakdown structure including all costs in a table format for all research tasks. Offerors shall include at a minimum, the costs cited above.

Part 4 – Proposal Adequacy Checklist regarding Cost and Pricing Information

Sufficient information should be provided in supporting documents to evaluate the reasonableness and realism of the proposed costs. A cost proposal adequacy checklist from DFARS 252-215-7009, has been included an Attachment to the BAA for guidance (See Attachment C).

Cost Realism Analysis

DLA will perform a cost realism analysis on cost proposals in accordance with FAR 15.404-1(d), Cost Realism Analysis. Realism determination will be based on an evaluation of the cost proposal to determinewhether the estimated cost elements are realistic for the proposed research; reflect a clear

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understanding of the applicable BAA Strategic Focus Areas and are consistent with the proposal research plan.

a. Labor Mix and Indirect Costs

Offerors are required to provide their proposed labor rates and total cost for each labor category. In addition, offerors are required to provide applicable indirect cost rates, which should include, but may not be limited to, G&A, Fringe, Overhead, and Sub-contractor “burden” or “pass through rate.” Offerors are additionally required to provide labor category descriptions that include minimum education, experience, and certification requirements.

- **Direct Labor:** Individual labor categories or person with associated labor hours and unburdened direct labor rates.
- **Indirect Costs:** Fringe benefit, Overhead, G&A, etc. (must show base amount and rate)
- **Travel:** Estimated number of trips, destinations, durations, etc.
- **Subcontracts:** A cost proposal is required to be submitted for any proposed subcontractor, and “burden” or “pass through rate” shall be clearly stated.
- **Materials:** Specifically itemize and identify as estimated or actual costs.

Cost proposals shall include the following summary tables in addition to the vendor’s other cost proposal information:

Labor Category (identify)	Hours	Unburdened Labor Rate	Overhead	G&A	Burdened Labor Rate
Totals:					

Indirect Costs (%)	
Indirect Cost Rate	
1. G&A	
2. Overhead	
3. Fringe	
4. Subcontractor Burden Rate	

8. EVALUATION CRITERIA FOR IDIQ AWARDS AND SHORT-TERM PROJECTS

In evaluating technical proposals, the non-price factors are considered significantly more important than price. In evaluating, Technical Factors 1, 2 and 3, are equally weighted and, when combined are more important than Factors 4 and 5, either separately or combined. Between Factors 4 and 5, Factor 4 is more important.

The Government will evaluate technical proposals in accordance with this section through a peer or scientific review process. Technical proposals will be evaluated for an overall technical capability that is feasible, viable, and desirable and describes a project that provides a solution in an Area of Interest listed in Section 4. Technical evaluation factors are as follows:

TECHNICAL EVALUATION FACTORS

Factor #1: Feasibility. How technically feasible is the proposed solution to an Area of Interest listed in Section 4, given the state of technology and science. The offeror must explain the proposed research project and methodology in sufficient detail to establish that the proposed technical approach is innovative, possible, and comprehensive, and that the proposed qualified personnel proposed for the project/task have the expertise and experience to accomplish the proposed tasks. Task descriptions and associated technical elements must be complete and in a logical sequence with all proposed deliverables clearly defined and directed toward a final outcome that achieves the proposed goal(s). The proposal must identify major technical risks and present clearly defined and feasible mitigation efforts.

Factor #2: Viability. How viable for adoption and production is the proposed solution to an Area of Interest listed in Section 4, given existing organizational and regulatory constraints and restraints. The offeror must show how effort's results would likely transition into an operational capability and demonstrate an understanding of working with DLA and DoD and of relevant DLA and DoD policy. Information technology proposed must address cybersecurity requirements and show awareness of specific requirements (e.g., FedRAMP) for IT in the Federal Government, DoD, and DLA.

Factor #3: Desirability. How desirable to the final and eventual end-user is the proposed solution to an Area of Interest listed in Section 4. The offeror must show proposed solution characteristics (low barriers to transition, simplicity, ease of use, physical dimensions, etc.) makes DLA end user adoption of the solution likely.

Factor #4: Past Performance/Recency. How likely is the offeror to successfully accomplish the proposed work given the offeror's recent (within three years prior to the date the BAA is posted on SAM) and relevant (within the scope of the Area of Interest listed in Section 4) Past Performance. In evaluating Past Performance, the Government may use information gained from any source. In the case of an offeror without a record of relevant past performance or for whom information on past performance is not available, the offeror will not be evaluated favorably or unfavorably on past performance.

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Factor #5: Cost and Price. How realistic are the costs or prices being proposed and are all costs and prices fair and reasonable.

Evaluation Rating Scheme

Proposals will be assigned a rating based on the adjectival ratings below.

Factor 1 – Feasibility

Acceptable (A): Response demonstrates that the proposed technical approach is reasonably innovative, feasible, and complete and that the proposed qualified personnel proposed for the project/task have adequate expertise and experience to accomplish the proposed tasks. Technical elements are reasonably complete and in a logical sequence and proposed deliverables are directed toward a final outcome that achieves the proposed goals. Probability of success is reasonable as the offeror's response includes strengths and weaknesses. Any weaknesses identified in the offeror's response are not substantial enough to adversely impact offeror's strengths and may be corrected through negotiations or clarifications. No deficiencies are identified in the response.

Not Acceptable (NA): Response demonstrates generally an unsatisfactory technical approach in terms of innovation, feasibility and completeness. The technical elements are less complete and the sequence is less logical and the proposed deliverables have a low probability to achieve the proposed goals. Response may contain some strengths, but probability of success is low as the offeror's response contains significant weaknesses or deficiencies that are unlikely to be corrected through negotiations or clarifications.

Factor 2 – Viability

Acceptable (A): The proposed effort is viable and somewhat likely to transition into an operational capability. The offeror demonstrates a reasonable understanding of working with DLA and DoD and of relevant DLA and DoD policy. Response may contain strengths. Weaknesses of the offeror's response, where and if applicable, are not substantial enough to conversely impact offeror's strengths. Weaknesses identified may be corrected through negotiations or clarifications. No deficiencies are identified in the response.

Not Acceptable (NA): Viability of the proposed effort is questionable and it is not likely to transition into an operational capability. The offeror demonstrates little or no understanding of working with DLA and DoD and of relevant DLA and DoD policy. Response may contain some strengths, but identified significant weaknesses and/or deficiencies are determined as having a critical impact on successfully fulfilling the Government's requirement.

Factor 3 – Desirability

Acceptable (A): The proposed solution offers some evidence of benefits to DLA and has characteristics such as low barriers to transition, simplicity, ease of use, physical dimensions, etc. that make it somewhat likely to be adopted by DLA and industry. Response may contain strengths. Weaknesses of

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the offeror's response, where and if applicable, are not substantial enough to conversely impact offeror's strengths. Weaknesses identified may be corrected through negotiations or clarifications. No deficiencies are identified in the response.

Not Acceptable (NA): The proposed solution offers little or no evidence of benefits to DLA and has few or no characteristics that make it somewhat likely to be adopted by DLA and industry. Response may contain some strengths, but identification of significant weaknesses and/or deficiencies are determined as having a critical impact on successfully fulfilling the Government's requirement.

Factor 4 – Past Performance/Recency

Acceptable (A): Response demonstrates generally satisfactory experience which is relevant to an area of research interest in the BAA. Response demonstrates satisfactory past performance in implementing or sustaining systems or processes which are similar to those being proposed. Response generally demonstrates satisfactory overall past performance as it relates to meeting technical, schedule, cost and/or other objectives/requirements. Reasonable probability of successfully accomplishing the DLA requirement based on experience and past performance.

Not Acceptable (NA): Response demonstrates generally unsatisfactory overall experience which is not relevant in managing and performing tasks pertinent to an area of research interest in the BAA, and unsatisfactory experience in implementing or sustaining systems or processes to those being proposed. Generally, demonstrates unsatisfactory overall past performance. Low or no probability of successfully accomplishing the DLA requirement based on past performance.

Neutral: The offeror has no relevant record of past performance. Offeror will not be rated favorably or unfavorably.

Overall Consensus Ratings

Acceptable (A): Response addresses the minimal level of information requested in the BAA. Offeror's response may contain strengths and weaknesses. Weaknesses in the offeror's response, where and if applicable, are not substantial enough to adversely impact offeror's strengths. Weaknesses identified may be corrected through negotiations or clarifications.

Not Acceptable (NA): Response did not address even the minimal level of information requested in the BAA. The offeror's response did not demonstrate an understanding of the BAA and ability to meet applicable program objectives and/or performance parameters. It is unlikely that significant weaknesses and/or deficiencies can be corrected through negotiations.

Factor 5: Cost and Price Realism:

A cost realism analysis shall be performed in accordance with FAR 15.404-1(d) Cost realism analysis. Realism will be based on an evaluation of the offeror's cost proposal to determine whether the estimated cost elements are realistic for the work to be performed; reflect a clear understanding of the

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requirements and are consistent with the offeror's technical proposal. In addition, funds availability will be a basis for selection. For the purposes of weighing Factor 5 against the other factors, the government shall calculate a total evaluated cost or price and use that for Factor 5. This total evaluated cost or price shall use only the costs or prices the offeror proposes.

The Government will perform, for proposed cost contracts, a cost realism analysis. For proposed fixed price contracts, the government will perform a price realism analysis. To be eligible for award, any and all costs and prices must be both 1) realistic and 2) fair and reasonable. Regardless of a proposal's factorial rating, the government will not make any award to an offeror who proposes 1) unrealistic costs or prices or 2) costs or prices that are not fair and reasonable.

The Government reserves the right to make awards based on all, some, or none of the proposals received. Proposals will not be evaluated against each other since they are not submitted in accordance with a common work statement. Offerors are encouraged to form teams to expand the level of technical expertise in their proposals.

The Government intends to evaluate proposals from submitted White Papers without communicating with the offeror after the offeror has submitted a proposal. Therefore, offerors are encouraged to submit complete proposals with their best cost and pricing rates. The Government, though, retains the right to communicate with the offeror after receipt of the offeror's proposal to better understand and eventually evaluate the proposal. If these communications lead to material changes to the proposal, the Government may request the offeror submit a revised proposal incorporating those material changes for evaluation. Because proposals are not submitted against a common statement of work and will likely focus on different solutions and approaches to the Area of Interest, the Government may communicate as described above with some offerors and not others.

9. AWARD DECISION

BASIS FOR AWARD WITHOUT DISCUSSIONS

DLA may evaluate technical proposals and conduct cost realism analysis on cost proposals and make award without discussions. Proposals should contain the offeror's best terms. Additionally, DLA reserves the right to conduct discussions and request revisions to proposals if it is determined by DLA to be necessary. Offerors may be removed from the proposal evaluation process if the offeror and the contracting officer fail to negotiate mutually agreeable terms within a reasonable period of time.

BASIS FOR NO AWARD

DLA reserves the right not to make an award as a result of this BAA if such award is determined to be contrary to the best interest of DLA.

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10. CLAUSES:

THE FOLLOWING CLAUSES ARE INCORPORATED BY REFERENCE AND/OR IN FULL TEXT INTO THIS BAA:

Intellectual Property and Data Rights Clauses are hereby Incorporated by Reference

Clause	Title	Date
FAR 52.227-3	Patent Indemnity	APR 1984
DFARS 252.227-7013	Rights in Technical Data – Other Than Commercial Products and Commercial Services	MAR 2023
DFARS 252.227-7014	Rights in Other Than Commercial Computer Software and Other Than Commercial Computer Software Documentation	MAR 2023
DFARS 252.227-7016	Rights in Bid or Proposal Information	JAN 2023
DFARS 252.227-7019	Validation of Asserted Restrictions – Computer Software	JAN 2023
DFARS 252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends	JAN 2023
DFARS 252.227-7026	Deferred Delivery of Technical Data or Computer Software	APR 1988
DFARS 252.227-7027	Deferred Ordering of Technical Data or Computer Software	APR 1988
DFARS 252.227-7028	Technical Data or Computer Software Previously Delivered to the Government	JUN 1995
DFARS 252.227-7030	Technical Data—Withholding of Payment	Mar 2000
DFARS 252.227-7037	Validation of Restrictive Markings on Technical Data	JAN 2023

Source Selection Information—See FAR 2.101 and 3.104

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DFARS 252.227-7039	Patents—Reporting of Subject Inventions	APR 1990
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Intellectual Property and Data Rights for Resultant Awardees

Pursuant to DFARS 252.227-7013 Rights in Technical Data—Other Than Commercial Products and Commercial Services and DFARS 252.227-7014 Rights in Other Than Commercial Computer Software and Other Than Commercial Computer Software Documentation, the Government will identify which rights (Unlimited, Government Purpose, or Restricted) they shall receive at the time of award.

ADDITIONAL CLAUSES INCORPORATED BY REFERENCE:

Clause	Title	Date
DFARS 252.204-7008	Compliance with Safeguarding Covered Defense Information Controls	OCT 2016
DFARS 252.204-7009	Limitations on the Use or Disclosure of Third- Party Contractor Reported Cyber Incident Information	OCT 2016
DFARS 252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	DEC 2019
DFARS 252.204-7020	NIST SP 800-171 DoD Assessment Requirements	NOV 2020

CLAUSES INCORPORATED IN FULL TEXT:

DFARS 252.227-7017 IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS (JAN 2023)

Offerors that are selected to submit full cost and technical proposals are required to complete and include DFARS 252.227-7017 within their submission.

(a) The terms used in this provision are defined in following clause or clauses contained in this solicitation—

(1) If a successful offeror will be required to deliver technical data, the Rights in Technical Data—Other Than Commercial Products and Commercial Services clause, or, if this solicitation contemplates a contract under the Small Business Innovation Research Program, the Rights in Other Than Commercial Technical Data and Computer Software—Small Business Innovation Research (SBIR) Program clause.

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(2) If a successful offeror will not be required to deliver technical data, the Rights in Other Than Commercial Computer Software and Other Than Commercial Computer Software Documentation clause, or, if this solicitation contemplates a contract under the Small Business Innovation Research Program, the Rights in Other Than Commercial Technical Data and Computer Software—Small Business Innovation Research (SBIR) Program clause.

(b) The identification and assertion requirements in this provision apply only to technical data, including computer software documentation, or computer software to be delivered with other than unlimited rights. For contracts to be awarded under the Small Business Innovation Research Program, the notification and identification requirements do not apply to technical data or computer software that will be generated under the resulting contract. Notification and identification is not required for restrictions based solely on copyright.

(c) Offers submitted in response to this solicitation shall identify, to the extent known at the time an offer is submitted to the Government, the technical data or computer software that the Offeror, its subcontractors or suppliers, or potential subcontractors or suppliers, assert should be furnished to the Government with restrictions on use, release, or disclosure.

(d) The Offeror's assertions, including the assertions of its subcontractors or suppliers or potential subcontractors or suppliers, shall be submitted as an attachment to its offer in the following format, dated and signed by an official authorized to contractually obligate the Offeror:

Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Technical Data or Computer Software.

The Offeror asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following technical data or computer software should be restricted:

Technical Data or			
Computer Software		Name of Person	
to be Furnished	Basis for	Asserted Rights	Asserting
With Restrictions*	Assertion**	Category***	Restrictions****
(LIST)*****	(LIST)	(LIST)	(LIST)

*For technical data (other than computer software documentation) pertaining to items, components, or processes developed at private expense, identify both the deliverable technical data and each such item, component, or process. For computer software or computer software documentation identify the software or documentation.

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****Generally, development at private expense, either exclusively or partially, is the only basis for asserting restrictions. For technical data, other than computer software documentation, development refers to development of the item, component, or process to which the data pertain. The Government's rights in computer software documentation generally may not be restricted. For computer software, development refers to the software. Indicate whether development was accomplished exclusively or partially at private expense. If development was not accomplished at private expense, or for computer software documentation, enter the specific basis for asserting restrictions.**

*****Enter asserted rights category (e.g., government purpose license rights from a prior contract, rights in SBIR data generated under another contract, limited, restricted, or government purpose rights under this or a prior contract, or specially negotiated licenses).**

******Corporation, individual, or other person, as appropriate.**

*******Enter “none” when all data or software will be submitted without restrictions.**

Date	
Printed Name and Title	
Signature	

(e) An offeror's failure to submit, complete, or sign the notification and identification required by paragraph (d) of this provision with its offer may render the offer ineligible for award.

(f) If the Offeror is awarded a contract, the assertions identified in paragraph (d) of this provision shall be listed in an attachment to that contract. Upon request by the Contracting Officer, the Offeror shall provide sufficient information to enable the Contracting Officer to evaluate any listed assertion.

**DFARS 252.245-7005 MANAGEMENT AND REPORTING OF GOVERNMENT
PROPERTY (JAN 2024)**

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

As is means that the Government makes no warranty with respect to the serviceability and/or suitability of the Government property for contract performance and that the Government will not pay for any repairs, replacement, and/or refurbishment of the property.

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Commercial and Government Entity (CAGE) code means—

- (1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Commercial and Government Entity (CAGE) Branch to identify a commercial or government entity by unique location; or
- (2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support and Procurement Agency (NSPA) to entities located outside the United States and its outlying areas that the DLA Commercial and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as a NATO CAGE (NCAGE) code.

Contractor-acquired property, contractor inventory, Government property, Government furnished property, and loss of Government property have the meanings given in the Federal Acquisition Regulation (FAR) 52.245–1, Government Property, clause of this contract.

Demilitarization means the act of eliminating the functional capabilities and inherent military design features from DoD personal property. Methods and degree range from removal and destruction of critical features to total destruction by cutting, tearing, crushing, mangling, shredding, melting, burning, etc.

Export-controlled items has the meaning given in the Defense Federal Acquisition Regulation Supplement (DFARS) 252.225–7048, Export-Controlled Items, clause of this contract.

Ineligible transferee means an individual, an entity, or a country—

- (1) Excluded from Federal programs by the General Services Administration as identified in the System for Award Management Exclusions located at <https://www.SAM.gov>;
- (2) Delinquent on obligations to the U.S. Government under surplus sales contracts;
- (3) Designated by the Department of Defense as ineligible, debarred, or suspended from defense contracts; or
- (4) Subject to denial, debarment, or other sanctions under export control laws and related laws and regulations, and orders administered by the Department of State, the Department of Commerce, the Department of Homeland Security, or the Department of the Treasury.

Item unique identification means a system of assigning, reporting, and marking DoD property with unique item identifiers that have machine-readable data elements to distinguish an item from all other like and unlike items.

National stock number means a 13-digit stock number used to identify items of supply. It consists of a four-digit Federal Supply Code and a nine-digit National Item Identification Number.

Reparable item means an item, typically in unserviceable condition, furnished to the contractor for maintenance, repair, modification, or overhaul.

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Scrap means property that has no value except for its basic material content. For purposes of demilitarization, scrap is defined as recyclable waste and discarded materials derived from items that have been rendered useless beyond repair, rehabilitation, or restoration such that the item's original identity, utility, form, fit, and function have been destroyed. Items can be classified as scrap if processed by cutting, tearing, crushing, mangling, shredding, or melting. Intact or recognizable components and parts are not “scrap.”

Serially managed item means an item designated by DoD to be uniquely tracked, controlled, or managed in maintenance, repair, and/or supply systems by means of its serial number or unique item identifier.

Serviceable or usable property means property with potential for reutilization or sale as is or with minor repairs or alterations.

Supply condition code means a classification of materiel in terms of readiness for issue and use or to identify action underway to change the status of materiel.

Unique item identifier (UII) means a set of data elements marked on an item that is globally unique and unambiguous. The term includes a concatenated UII or a DoD recognized unique identification equivalent.

(b) Reporting Government property.

(1) The Contractor shall use the Government Furnished Property (GFP) module of the Procurement Integrated Enterprise Environment (PIEE) to—

- (i) Report receipt of GFP;
- (ii) Report the transfer of GFP to another DoD contract;
- (iii) Report the shipment of GFP to the Government or to a contractor. The GFP module generates the electronic equivalent of the DD Form 1149, DD Form 1348–1, or other required shipping documents;
- (iv) Report when serially managed items of GFP are incorporated into a higher-level component, assembly, or end item;
- (v) Report the loss of Government property in accordance with paragraph (f)(1)(vii) of the FAR 52.245–1 clause of this contract;
- (vi) Complete the plant clearance inventory schedule in accordance with paragraph (j)(2) of the FAR 52.245–1 clause of this contract, unless disposition instructions are otherwise included in this contract. The GFP module generates the electronic equivalent of the Standard Form (SF) 1428, Inventory Disposal Schedule; and
- (vii) Submit a request to buy back or to convert to GFP items of Contractor-acquired property.

(2) Information regarding the GFP module is available in the GFP Module Vendor Guide at <https://dodprocurementtoolbox.com/site-pages/gfp-resources>. Users may also register for access

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to the GFP module and obtain training on the PIEE home page at <https://piee.eb.mil>.

(3) In complying with paragraphs (b)(1)(i) through (iv) of this clause, the Contractor shall report the updated status of the property to the GFP module within 7 business days of the date the change in status occurs, unless otherwise specified in the contract.

(4) The Contractor shall use Wide Area WorkFlow in accordance with DFARS Appendix F, Material Inspection and Receiving Report, to report the shipment of reparable items after completion of repair, maintenance, modification, or overhaul.

(5) When Government property is in the possession of subcontractors, the Contractor shall ensure that reporting is accomplished using the data elements required in paragraph (c) of this clause.

(c) *Records of Government property.* To facilitate reporting of Government property to the GFP module, the Contractor's property records, in addition to the requirements of paragraph (f)(1)(iii) of the FAR 52.245–1 clause of this contract, shall enable recording of the following data elements:

- (1) National stock number (NSN). If an NSN is not available, use either the combination of the manufacturer's CAGE code and part number, or model number.
- (2) CAGE code on the accountable Government contract.
- (3) Received/sent (shipped) date.
- (4) Accountable Government contract number.
- (5) Serial number (for serially managed items that do not have a UII); and
- (6) Supply condition code (only required for reporting of reparable items). For information on federal supply condition codes, see DLM 4000.25, Defense Logistics Management Standards (DLMS), Volume 2, Supply Standards and Procedures, Appendix 2.5 at <https://www.dla.mil/HQ/InformationOperations/DLMS/elibrary/manuals/v2/>.

(d) *Marking, reporting, and UII registration of GFP requirements.* The Contractor—

- (1) Shall assign the UII and mark the reparable items identified as serially managed in the GFP attachment to this contract with an item unique identification (IUID) data matrix, when the technical drawing for the item is accessible to the Contractor and includes IUID data matrix location and marking method;
- (2) Shall report the UII either before or during shipment of the repaired item;
- (3) Is not required to mark items that were previously marked with an IUID data matrix and registered in accordance with DFARS 252.211–7003, Item Unique Identification and Valuation; and
- (4) Shall assign a new UII, then mark and register the item, when the conditions of paragraph (d)(1) are met, if an item is found to be marked but not registered in the IUID Registry.

(e) *Disposing of Government property.*

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(1) The Contractor shall complete the plant clearance inventory schedule using the plant clearance capability of the GFP module of the PIEE to generate an electronic equivalent of the SF 1428, Inventory Disposal Schedule. The plant clearance inventory schedule requires the following:

- (i) If known, the applicable Federal supply code (FSC) for all items, except items in scrap condition.
- (ii) If known, the manufacturer name for all aircraft components under Federal supply group 16 or 17 and FSCs 2620, 2810, 2915, 2925, 2935, 2945, 2995, 4920, 5821, 5826, 5841, 6340, and 6615.
- (iii) The manufacturer name, make, model number, model year, and serial number for all aircraft under FSCs 1510 and 1520.

(2) If the schedules are acceptable, the plant clearance officer will confirm acceptance in the GFP module plant clearance capability, which will transmit a notification to the Contractor. The electronic acceptance is equivalent to the DD Form 1637, Notice of Acceptance of Inventory.

(f) *Demilitarization, mutilation, and destruction.* If demilitarization, mutilation, or destruction of contractor inventory is required, the Contractor shall demilitarize, mutilate, or destroy contractor inventory, in accordance with the terms and conditions of the contract and consistent with Defense Demilitarization Manual, DoD Manual (DoDM) 4160.28–M, edition in effect as of the date of this contract. If the property is available for purchase, the plant clearance officer may authorize the purchaser to demilitarize, mutilate, or destroy as a condition of sale provided the property is not inherently dangerous to public health and safety.

(g) *Classified Contractor inventory.* The Contractor shall dispose of classified contractor inventory in accordance with applicable security guides and regulations or as directed by the Contracting Officer.

(h) *Inherently dangerous Contractor inventory.* Contractor inventory that is dangerous to public health or safety shall not be disposed of unless rendered innocuous or until adequate safeguards are provided.

(i) *Contractor inventory located in foreign countries.* Consistent with contract terms and conditions, property disposition shall be in accordance with foreign and U.S. laws and regulations, including laws and regulations involving export controls, host nation requirements, final governing standards, and government-to-government agreements. The Contractor's responsibility to comply with all applicable laws and regulations regarding export-controlled items exists independent of, and is not established or limited by, the information provided by this clause.

(j) *Disposal of scrap—* (1) *Contractor scrap procedures.*

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(i) The Contractor shall include, within its property management procedure, a process for the accountability and management of Government-owned scrap. The process shall, at a minimum, provide for the effective and efficient disposition of scrap, including sales to scrap dealers, so as to minimize costs, maximize sales proceeds, and contain the necessary internal controls for mitigating the improper release of non-scrap property.

(ii) The Contractor may commingle Government and contractor-owned scrap and provide routine disposal of scrap, with plant clearance officer concurrence, when determined to be effective and efficient.

(2) *Scrap warranty.* The plant clearance officer may require the Contractor to secure from scrap buyers a DD Form 1639, Scrap Warranty.

(k) *Sale of surplus Contractor inventory—*

(1) *Sales procedures.*

(i) The Contractor shall conduct sales of contractor inventory (both useable property and scrap) in accordance with the requirements of this contract and plant clearance officer direction. The Contractor shall include in its invitation for bids the sales terms and conditions provided by the plant clearance officer.

(ii) The Contractor may conduct internet-based sales, to include use of a third party.

(iii) If the Contractor wishes to bid on the sale, the Contractor or its employees shall submit bids to the plant clearance officer prior to soliciting bids from other prospective bidders.

(iv) The Contractor shall solicit bids to obtain adequate competition. Negotiated sales are subject to obtaining such competition as is feasible under the circumstances of the negotiated sale.

(v) The Contractor shall solicit bids at least 15 calendar days before bid opening to allow adequate opportunity to inspect the property and prepare bids.

(vi) For large sales, the Contractor may use summary lists of items offered as bid sheets with detailed descriptions attached.

(vii) In addition to providing notice of the proposed sale to prospective bidders, the Contractor may, when the results are expected to justify the additional expense, display a notice of the proposed sale in appropriate public places, *e.g.*, publish a sales notice on the internet, in appropriate trade journals or magazines, and in local newspapers.

(viii) The plant clearance officer or designated Government representative will witness the bid opening. The Contractor shall submit the bid abstract in electronic format to the plant clearance officer within 2 days of bid opening. If the Contractor is unable to submit the bid abstract electronically, the Contractor may submit 2 copies of the abstract manually within 2 days of bid opening. The plant clearance officer will not approve award to any bidder who is an ineligible transferee.

(2) *Required terms and conditions for sales contracts.* The Contractor shall include the following terms and conditions in sales contracts:

(i) For sales contracts or other documents transferring title:

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“The Purchaser certifies that the property covered by this contract will be used in *[insert name of country]*. In the event of resale or export by the Purchaser of any of the property, the Purchaser agrees to obtain the appropriate U.S. and foreign export or re-export license approval.”

(ii) For sales contracts that require demilitarization, mutilation, or destruction of property:

“The following items *[insert list provided by plant clearance officer]* require demilitarization, mutilation, or destruction by the Purchaser. Additional instructions are provided in accordance with Defense Demilitarization Manual, DoDM 4160.28–M, edition in effect as of the date of this sales contract. A Government representative will certify and verify demilitarization of items. Prepare demilitarization certificates in accordance with DoDM 4160.28, Volume 2, section 4.5, DEMIL Certificate (see figure 2, Example DEMIL Certificate).”

(iii) Removal and title transfer:

“Property requiring demilitarization shall not be removed, and title shall not pass to the Purchaser, until demilitarization has been accomplished and verified by a Government representative.”

(iv) Assumption of cost incident to demilitarization:

“The Purchaser agrees to assume all costs incident to the demilitarization and to restore the working area to its present condition after removing the demilitarized property.”

(v) Failure to demilitarize:

“If the Purchaser fails to demilitarize, mutilate, or destroy the property as specified in the sales contract, the Contractor may, upon giving 10 days written notice to the Purchaser—

(A) Repossess, demilitarize, and return the property to the Purchaser, in which case the Purchaser hereby agrees to pay to the Contractor, prior to the return of the property, all costs incurred by the Contractor in repossessing, demilitarizing, and returning the property;

(B) Repossess, demilitarize, and resell the property, and charge the defaulting Purchaser with all costs incurred by the Contractor. The Contractor shall deduct these costs from the purchase price and refund the balance of the purchase price, if any, to the Purchaser. In the event the costs exceed the purchase price, the defaulting Purchaser hereby agrees to pay these costs to the Contractor; or

(C) Repossess and resell the property under similar terms and conditions, and charge the defaulting Purchaser with all costs incurred by the Contractor. The Contractor shall deduct these costs from the original purchase price and refund the balance of the purchase price, if any, to the defaulting Purchaser. Should the excess costs to the Contractor exceed the purchase price, the defaulting Purchaser hereby agrees to pay these costs to the Contractor.”

(l) *Restrictions on purchase or retention of Contractor inventory.* The Contractor may not knowingly sell the inventory to any person or that person's agent, employee, or household member if that person—

(1) Is a civilian employee of DoD or the U.S. Coast Guard;

(2) Is a member of the Armed Forces of the United States, including the U.S. Coast Guard; or

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(3) Has any functional or supervisory responsibilities for or within DoD's property disposal, disposition, or plant clearance programs or for the disposal of contractor inventory.

(m) *Proceeds from sales of surplus property.* Unless otherwise provided in the contract, the proceeds of any sale, purchase, or retention shall be—

- (1) Forwarded to the Contracting Officer;
- (2) Credited to the Government as part of the settlement agreement pursuant to the termination of the contract;
- (3) Credited to the price or cost of the contract; or
- (4) Applied as otherwise directed by the Contracting Officer.

FAR 52.245-1 GOVERNMENT PROPERTY

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

Cannibalize means to remove parts from Government property for use or for installation on other Government property.

Contractor-acquired property means property acquired, fabricated, or otherwise provided by the Contractor for performing a contract, and to which the Government has title.

Contractor inventory means-

(1) Any property acquired by and in the possession of a Contractor or subcontractor under a contract for which title is vested in the Government and which exceeds the amounts needed to complete full performance under the entire contract;

(2) Any property that the Government is obligated or has the option to take over under any type of contract, e.g., as a result either of any changes in the specifications or plans thereunder or of the termination of the contract (or subcontract thereunder), before completion of the work, for the convenience or at the option of the Government; and

(3) Government-furnished property that exceeds the amounts needed to complete full performance under the entire contract.

Contractor's managerial personnel means the Contractor's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of-

- (1) All or substantially all of the Contractor's business;
- (2) All or substantially all of the Contractor's operation at any one plant or separate location; or
- (3) A separate and complete major industrial operation.

Demilitarization means rendering a product unusable for, and not restorable to, the purpose for which it was designed or is customarily used.

Discrepancies incident to shipment means any differences (e.g., count or condition) between the items documented to have been shipped and items actually received.

Equipment means a tangible item that is functionally complete for its intended purpose, durable, nonexpendable, and needed for the performance of a contract. Equipment is not intended for sale, and does not ordinarily lose its identity or become a component part of another article when put into use. Equipment does not include material, real property, special test equipment or special tooling.

Government-furnished property means property in the possession of, or directly acquired by, the Government and subsequently furnished to the Contractor for performance of a contract. Government-

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furnished property includes, but is not limited to, spares and property furnished for repair, maintenance, overhaul, or modification. Government-furnished property also includes contractor-acquired property if the contractor-acquired property is a deliverable under a cost contract when accepted by the Government for continued use under the contract.

Government property means all property owned or leased by the Government. Government property includes both Government-furnished and Contractor-acquired property. Government property includes material, equipment, special tooling, special test equipment, and real property. Government property does not include intellectual property and software.

Loss of Government property means unintended, unforeseen or accidental loss, damage or destruction to Government property that reduces the Government's expected economic benefits of the property. Loss of Government property does not include purposeful destructive testing, obsolescence, normal wear and tear or manufacturing defects. Loss of Government property includes, but is not limited to-

- (1) Items that cannot be found after a reasonable search;
- (2) Theft;
- (3) Damage resulting in unexpected harm to property requiring repair to restore the item to usable condition; or
- (4) Destruction resulting from incidents that render the item useless for its intended purpose or beyond economical repair.

Material means property that may be consumed or expended during the performance of a contract, component parts of a higher assembly, or items that lose their individual identity through incorporation into an end item. Material does not include equipment, special tooling, special test equipment or real property.

Nonseverable means property that cannot be removed after construction or installation without substantial loss of value or damage to the installed property or to the premises where installed.

Precious metals means silver, gold, platinum, palladium, iridium, osmium, rhodium, and ruthenium.

Production scrap means unusable material resulting from production, engineering, operations and maintenance, repair, and research and development contract activities. Production scrap may have value when re-melted or reprocessed, e.g., textile and metal clippings, borings, and faulty castings and forgings.

Property means all tangible property, both real and personal.

Property Administrator means an authorized representative of the Contracting Officer appointed in accordance with agency procedures, responsible for administering the contract requirements and obligations relating to Government property in the possession of a Contractor.

Property records means the records created and maintained by the contractor in support of its stewardship responsibilities for the management of Government property.

Provide means to furnish, as in Government-furnished property, or to acquire, as in contractor-acquired property.

Real property See Federal Management Regulation 102-71.20 (41 CFR 102-71.20).

Sensitive property means property potentially dangerous to the public safety or security if stolen, lost, or misplaced, or that shall be subject to exceptional physical security, protection, control, and accountability. Examples include weapons, ammunition, explosives, controlled substances, radioactive materials, hazardous materials or wastes, or precious metals.

Unit acquisition cost means-

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(1) For Government-furnished property, the dollar value assigned by the Government and identified in the contract; and

(2) For contractor-acquired property, the cost derived from the Contractor's records that reflect consistently applied generally accepted accounting principles.

(b) Property management.

(1) The Contractor shall have a system of internal controls to manage (control, use, preserve, protect, repair, and maintain) Government property in its possession. The system shall be adequate to satisfy the requirements of this clause. In doing so, the Contractor shall initiate and maintain the processes, systems, procedures, records, and methodologies necessary for effective and efficient control of Government property. The Contractor shall disclose any significant changes to its property management system to the Property Administrator prior to implementation of the changes. The Contractor may employ customary commercial practices, voluntary consensus standards, or industry-leading practices and standards that provide effective and efficient Government property management that are necessary and appropriate for the performance of this contract (except where inconsistent with law or regulation).

(2) The Contractor's responsibility extends from the initial acquisition and receipt of property, through stewardship, custody, and use until formally relieved of responsibility by authorized means, including delivery, consumption, expending, sale (as surplus property), or other disposition, or via a completed investigation, evaluation, and final determination for lost property. This requirement applies to all Government property under the Contractor's accountability, stewardship, possession or control, including its vendors or subcontractors (see paragraph (f)(1)(v) of this clause).

(3) The Contractor shall include the requirements of this clause in all subcontracts under which Government property is acquired or furnished for subcontract performance.

(4) The Contractor shall establish and maintain procedures necessary to assess its property management system effectiveness and shall perform periodic internal reviews, surveillances, self assessments, or audits. Significant findings or results of such reviews and audits pertaining to Government property shall be made available to the Property Administrator.

(c) Use of Government property.

(1) The Contractor shall use Government property, either furnished or acquired under this contract, only for performing this contract, unless otherwise provided for in this contract or approved by the Contracting Officer.

(2) Modifications or alterations of Government property are prohibited, unless they are-

(i) Reasonable and necessary due to the scope of work under this contract or its terms and conditions;

(ii) Required for normal maintenance; or

(iii) Otherwise authorized by the Contracting Officer.

(3) The Contractor shall not cannibalize Government property unless otherwise provided for in this contract or approved by the Contracting Officer.

(d) Government-furnished property.

(1) The Government shall deliver to the Contractor the Government-furnished property described in this contract. The Government shall furnish related data and information needed for the intended use of the property. The warranties of suitability of use and timely delivery of Government-furnished property do not apply to property acquired or fabricated by the Contractor as contractor-acquired property and subsequently transferred to another contract with this Contractor.

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(2) The delivery and/or performance dates specified in this contract are based upon the expectation that the Government-furnished property will be suitable for contract performance and will be delivered to the Contractor by the dates stated in the contract.

(i) If the property is not delivered to the Contractor by the dates stated in the contract, the Contracting Officer shall, upon the Contractor's timely written request, consider an equitable adjustment to the contract.

(ii) In the event property is received by the Contractor, or for Government-furnished property after receipt and installation, in a condition not suitable for its intended use, the Contracting Officer shall, upon the Contractor's timely written request, advise the Contractor on a course of action to remedy the problem. Such action may include repairing, replacing, modifying, returning, or otherwise disposing of the property at the Government's expense. Upon completion of the required action(s), the Contracting Officer shall consider an equitable adjustment to the contract (see also paragraph (f)(1)(ii)(A) of this clause).

(iii) The Government may, at its option, furnish property in an "as-is" condition. The Contractor will be given the opportunity to inspect such property prior to the property being provided. In such cases, the Government makes no warranty with respect to the serviceability and/or suitability of the property for contract performance. Any repairs, replacement, and/or refurbishment shall be at the Contractor's expense.

(3)

(i) The Contracting Officer may by written notice, at any time-

(A) Increase or decrease the amount of Government-furnished property under this contract;

(B) Substitute other Government-furnished property for the property previously furnished, to be furnished, or to be acquired by the Contractor for the Government under this contract; or

(C) Withdraw authority to use property.

(ii) Upon completion of any action(s) under paragraph (d)(3)(i) of this clause, and the Contractor's timely written request, the Contracting Officer shall consider an equitable adjustment to the contract.

(e) *Title to Government property.*

(1) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (collectively referred to as "Government property"), is subject to the provisions of this clause. The Government shall retain title to all Government-furnished property. Title to Government property shall not be affected by its incorporation into or attachment to any property not owned by the Government, nor shall Government property become a fixture or lose its identity as personal property by being attached to any real property.

(2) Title vests in the Government for all property acquired or fabricated by the Contractor in accordance with the financing provisions or other specific requirements for passage of title in the contract. Under fixed price type contracts, in the absence of financing provisions or other specific requirements for passage of title in the contract, the Contractor retains title to all property acquired by the Contractor for use on the contract, except for property identified as a deliverable end item. If a deliverable item is to be retained by the Contractor for use after inspection and acceptance by the Government, it shall be made accountable to the contract through a contract modification listing the item as Government-furnished property.

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(3) *Title under Cost-Reimbursement or Time-and-Material Contracts or Cost-Reimbursable line items under Fixed-Price contracts.*

(i) Title to all property purchased by the Contractor for which the Contractor is entitled to be reimbursed as a direct item of cost under this contract shall pass to and vest in the Government upon the vendor's delivery of such property.

(ii) Title to all other property, the cost of which is reimbursable to the Contractor, shall pass to and vest in the Government upon-

(A) Issuance of the property for use in contract performance;

(B) Commencement of processing of the property for use in contract performance; or

(C) Reimbursement of the cost of the property by the Government, whichever occurs first.

(f) *Contractor plans and systems.*

(1) Contractors shall establish and implement property management plans, systems, and procedures at the contract, program, site or entity level to enable the following outcomes:

(i) *Acquisition of Property.* The Contractor shall document that all property was acquired consistent with its engineering, production planning, and property control operations.

(ii) *Receipt of Government Property.* The Contractor shall receive Government property and document the receipt, record the information necessary to meet the record requirements of paragraph (f)(1)(iii)(A)(I) through (5) of this clause, identify as Government owned in a manner appropriate to the type of property (e.g., stamp, tag, mark, or other identification), and manage any discrepancies incident to shipment.

(A) *Government-furnished property.* The Contractor shall furnish a written statement to the Property Administrator containing all relevant facts, such as cause or condition and a recommended course(s) of action, if overages, shortages, or damages and/or other discrepancies are discovered upon receipt of Government-furnished property.

(B) *Contractor-acquired property.* The Contractor shall take all actions necessary to adjust for overages, shortages, damage and/or other discrepancies discovered upon receipt, in shipment of Contractor-acquired property from a vendor or supplier, so as to ensure the proper allocability and allowability of associated costs.

(iii) *Records of Government property.* The Contractor shall create and maintain records of all Government property accountable to the contract, including Government-furnished and Contractor-acquired property.

(A) Property records shall enable a complete, current, auditable record of all transactions and shall, unless otherwise approved by the Property Administrator, contain the following:

(1) The name, part number and description, National Stock Number (if needed for additional item identification tracking and/or disposition), and other data elements as necessary and required in accordance with the terms and conditions of the contract.

(2) Quantity received (or fabricated), issued, and balance-on-hand.

(3) Unit acquisition cost.

(4) Unique-item identifier or equivalent (if available and necessary for individual item tracking).

(5) Unit of measure.

(6) Accountable contract number or equivalent code designation.

(7) Location.

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(8) Disposition.

(9) Posting reference and date of transaction.

(10) Date placed in service (if required in accordance with the terms and conditions of the contract).

(B) *Use of a Receipt and Issue System for Government Material.* When approved by the Property Administrator, the Contractor may maintain, in lieu of formal property records, a file of appropriately cross-referenced documents evidencing receipt, issue, and use of material that is issued for immediate consumption.

(iv) *Physical inventory.* The Contractor shall periodically perform, record, and disclose physical inventory results. A final physical inventory shall be performed upon contract completion or termination. The Property Administrator may waive this final inventory requirement, depending on the circumstances (e.g., overall reliability of the Contractor's system or the property is to be transferred to a follow-on contract).

(v) *Subcontractor control.*

(A) The Contractor shall award subcontracts that clearly identify items to be provided and the extent of any restrictions or limitations on their use. The Contractor shall ensure appropriate flow down of contract terms and conditions (e.g., extent of liability for loss of Government property).

(B) The Contractor shall assure its subcontracts are properly administered and reviews are periodically performed to determine the adequacy of the subcontractor's property management system.

(vi) *Reports.* The Contractor shall have a process to create and provide reports of discrepancies, loss of Government property, physical inventory results, audits and self-assessments, corrective actions, and other property-related reports as directed by the Contracting Officer.

(vii) *Relief of stewardship responsibility and liability.* The Contractor shall have a process to enable the prompt recognition, investigation, disclosure and reporting of loss of Government property, including losses that occur at subcontractor or alternate site locations.

(A) This process shall include the corrective actions necessary to prevent recurrence.

(B) Unless otherwise directed by the Property Administrator, the Contractor shall investigate and report to the Government all incidents of property loss as soon as the facts become known. Such reports shall, at a minimum, contain the following information:

(1) Date of incident (if known).

(2) The data elements required under (f)(1)(iii)(A).

(3) Quantity.

(4) Accountable contract number.

(5) A statement indicating current or future need.

(6) Unit acquisition cost, or if applicable, estimated sales proceeds, estimated repair or replacement costs.

(7) All known interests in commingled material of which includes Government material.

(8) Cause and corrective action taken or to be taken to prevent recurrence.

(9) A statement that the Government will receive compensation covering the loss of Government property, in the event the Contractor was or will be reimbursed or compensated.

(10) Copies of all supporting documentation.

(11) Last known location.

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(12) A statement that the property did or did not contain sensitive, export controlled, hazardous, or toxic material, and that the appropriate agencies and authorities were notified.

(C) Unless the contract provides otherwise, the Contractor shall be relieved of stewardship responsibility and liability for property when-

(1) Such property is consumed or expended, reasonably and properly, or otherwise accounted for, in the performance of the contract, including reasonable inventory adjustments of material as determined by the Property Administrator;

(2) Property Administrator grants relief of responsibility and liability for loss of Government property;

(3) Property is delivered or shipped from the Contractor's plant, under Government instructions, except when shipment is to a subcontractor or other location of the Contractor; or

(4) Property is disposed of in accordance with paragraphs (j) and (k) of this clause.

(viii) *Utilizing Government property.*

(A) The Contractor shall utilize, consume, move, and store Government Property only as authorized under this contract. The Contractor shall promptly disclose and report Government property in its possession that is excess to contract performance.

(B) Unless otherwise authorized in this contract or by the Property Administrator the Contractor shall not commingle Government material with material not owned by the Government.

(ix) *Maintenance.* The Contractor shall properly maintain Government property. The Contractor's maintenance program shall enable the identification, disclosure, and performance of normal and routine preventative maintenance and repair. The Contractor shall disclose and report to the Property Administrator the need for replacement and/or capital rehabilitation.

(x) *Property closeout.* The Contractor shall promptly perform and report to the Property Administrator contract property closeout, to include reporting, investigating and securing closure of all loss of Government property cases; physically inventorying all property upon termination or completion of this contract; and disposing of items at the time they are determined to be excess to contractual needs.

(2) The Contractor shall establish and maintain Government accounting source data, as may be required by this contract, particularly in the areas of recognition of acquisitions, loss of Government property, and disposition of material and equipment.

(g) Systems analysis.

(1) The Government shall have access to the Contractor's premises and all Government property, at reasonable times, for the purposes of reviewing, inspecting and evaluating the Contractor's property management plan(s), systems, procedures, records, and supporting documentation that pertains to Government property. This access includes all site locations and, with the Contractor's consent, all subcontractor premises.

(2) Records of Government property shall be readily available to authorized Government personnel and shall be appropriately safeguarded.

(3) Should it be determined by the Government that the Contractor's (or subcontractor's) property management practices are inadequate or not acceptable for the effective management and control of Government property under this contract, or present an undue risk to the Government, the Contractor shall prepare a corrective action plan when requested by the Property Administrator and take all necessary corrective actions as specified by the schedule within the corrective action plan.

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(h) *Contractor Liability for Government Property.*

(1) Unless otherwise provided for in the contract, the Contractor shall not be liable for loss of Government property furnished or acquired under this contract, except when any one of the following applies-

(i) The risk is covered by insurance or the Contractor is otherwise reimbursed (to the extent of such insurance or reimbursement). The allowability of insurance costs shall be determined in accordance with [31.205-19](#).

(ii) Loss of Government property that is the result of willful misconduct or lack of good faith on the part of the Contractor's managerial personnel.

(iii) The Contracting Officer has, in writing, revoked the Government's assumption of risk for loss of Government property due to a determination under paragraph (g) of this clause that the Contractor's property management practices are inadequate, and/or present an undue risk to the Government, and the Contractor failed to take timely corrective action. If the Contractor can establish by clear and convincing evidence that the loss of Government property occurred while the Contractor had adequate property management practices or the loss did not result from the Contractor's failure to maintain adequate property management practices, the Contractor shall not be held liable.

(2) The Contractor shall take all reasonable actions necessary to protect the property from further loss. The Contractor shall separate the damaged and undamaged property, place all the affected property in the best possible order, and take such other action as the Property Administrator directs.

(3) The Contractor shall do nothing to prejudice the Government's rights to recover against third parties for any loss of Government property.

(4) The Contractor shall reimburse the Government for loss of Government property, to the extent that the Contractor is financially liable for such loss, as directed by the Contracting Officer.

(5) Upon the request of the Contracting Officer, the Contractor shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation, including the prosecution of suit and the execution of instruments of assignment in favor of the Government in obtaining recovery.

(i) *Equitable adjustment.* Equitable adjustments under this clause shall be made in accordance with the procedures of the Changes clause. However, the Government shall not be liable for breach of contract for the following:

(1) Any delay in delivery of Government-furnished property.

(2) Delivery of Government-furnished property in a condition not suitable for its intended use.

(3) An increase, decrease, or substitution of Government-furnished property.

(4) Failure to repair or replace Government property for which the Government is responsible.

(j) *Contractor inventory disposal.* Except as otherwise provided for in this contract, the Contractor shall not dispose of Contractor inventory until authorized to do so by the Plant Clearance Officer or authorizing official.

(1) Predisposal requirements.

(i) If the Contractor determines that the property has the potential to fulfill requirements under other contracts, the Contractor, in consultation with the Property Administrator, shall request that the Contracting Officer transfer the property to the contract in question, or provide authorization for use, as appropriate. In lieu of transferring the property, the Contracting Officer may authorize the Contractor to credit the costs of Contractor-acquired property (material only) to the losing contract, and debit the

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gaining contract with the corresponding cost, when such material is needed for use on another contract. Property no longer needed shall be considered contractor inventory.

(ii) For any remaining Contractor-acquired property, the Contractor may purchase the property at the unit acquisition cost if desired or make reasonable efforts to return unused property to the appropriate supplier at fair market value (less, if applicable, a reasonable restocking fee that is consistent with the supplier's customary practices.)

(2) Inventory disposal schedules.

(i) Absent separate contract terms and conditions for property disposition, and provided the property was not reutilized, transferred, or otherwise disposed of, the Contractor, as directed by the Plant Clearance Officer or authorizing official, shall use [Standard Form 1428](#), Inventory Disposal Schedule or electronic equivalent, to identify and report-

(A) Government-furnished property that is no longer required for performance of this contract;

(B) Contractor-acquired property, to which the Government has obtained title under paragraph (e) of this clause, which is no longer required for performance of that contract; and

(C) Termination inventory.

(ii) The Contractor may annotate inventory disposal schedules to identify property the Contractor wishes to purchase from the Government, in the event that the property is offered for sale.

(iii) Separate inventory disposal schedules are required for aircraft in any condition, flight safety critical aircraft parts, and other items as directed by the Plant Clearance Officer.

(iv) The Contractor shall provide the information required by FAR [52.245-1\(f\)\(1\)\(iii\)](#) along with the following:

(A) Any additional information that may facilitate understanding of the property's intended use.

(B) For work-in-progress, the estimated percentage of completion.

(C) For precious metals in raw or bulk form, the type of metal and estimated weight.

(D) For hazardous material or property contaminated with hazardous material, the type of hazardous material.

(E) For metals in mill product form, the form, shape, treatment, hardness, temper, specification (commercial or Government) and dimensions (thickness, width and length).

(v) Property with the same description, condition code, and reporting location may be grouped in a single line item.

(vi) Scrap should be reported by "lot" along with metal content, estimated weight and estimated value.

(3) Submission requirements.

(i) The Contractor shall submit inventory disposal schedules to the Plant Clearance Officer no later than-

(A) 30 days following the Contractor's determination that a property item is no longer required for performance of this contract;

(B) 60 days, or such longer period as may be approved by the Plant Clearance Officer, following completion of contract deliveries or performance; or

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(C) 120 days, or such longer period as may be approved by the Termination Contracting Officer, following contract termination in whole or in part.

(ii) Unless the Plant Clearance Officer determines otherwise, the Contractor need not identify or report production scrap on inventory disposal schedules, and may process and dispose of production scrap in accordance with its own internal scrap procedures. The processing and disposal of other types of Government-owned scrap will be conducted in accordance with the terms and conditions of the contract or Plant Clearance Officer direction, as appropriate.

(4) *Corrections.* The Plant Clearance Officer may-

(i) Reject a schedule for cause (*e.g.*, contains errors, determined to be inaccurate); and

(ii) Require the Contractor to correct an inventory disposal schedule.

(5) *Post submission adjustments.* The Contractor shall notify the Plant Clearance Officer at least 10 working days in advance of its intent to remove an item from an approved inventory disposal schedule. Upon approval of the Plant Clearance Officer, or upon expiration of the notice period, the Contractor may make the necessary adjustments to the inventory schedule.

(6) *Storage.*

(i) The Contractor shall store the property identified on an inventory disposal schedule pending receipt of disposal instructions. The Government's failure to furnish disposal instructions within 120 days following acceptance of an inventory disposal schedule may entitle the Contractor to an equitable adjustment for costs incurred to store such property on or after the 121 st day.

(ii) The Contractor shall obtain the Plant Clearance Officer's approval to remove property from the premises where the property is currently located prior to receipt of final disposition instructions. If approval is granted, any costs incurred by the Contractor to transport or store the property shall not increase the price or fee of any Government contract. The storage area shall be appropriate for assuring the property's physical safety and suitability for use. Approval does not relieve the Contractor of any liability for such property under this contract.

(7) *Disposition instructions.*

(i) The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of Contractor inventory as directed by the Plant Clearance Officer. Unless otherwise directed by the Contracting Officer or by the Plant Clearance Officer, the Contractor shall remove and destroy any markings identifying the property as U.S. Government-owned property prior to its disposal.

(ii) The Contracting Officer may require the Contractor to demilitarize the property prior to shipment or disposal. In such cases, the Contractor may be entitled to an equitable adjustment under paragraph (i) of this clause.

(8) *Disposal proceeds.* As directed by the Contracting Officer, the Contractor shall credit the net proceeds from the disposal of Contractor inventory to the contract, or to the Treasury of the United States as miscellaneous receipts.

(9) *Subcontractor inventory disposal schedules.* The Contractor shall require its Subcontractors to submit inventory disposal schedules to the Contractor in accordance with the requirements of paragraph (j)(3) of this clause.

(k) *Abandonment of Government property.*

(1) The Government shall not abandon sensitive property or termination inventory without the Contractor's written consent.

(2) The Government, upon notice to the Contractor, may abandon any nonsensitive property in place, at which time all obligations of the Government regarding such property shall cease.

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(3) Absent contract terms and conditions to the contrary, the Government may abandon parts removed and replaced from property as a result of normal maintenance actions, or removed from property as a result of the repair, maintenance, overhaul, or modification process.

(4) The Government has no obligation to restore or rehabilitate the Contractor's premises under any circumstances; however, if Government-furnished property is withdrawn or is unsuitable for the intended use, or if other Government property is substituted, then the equitable adjustment under paragraph (i) of this clause may properly include restoration or rehabilitation costs.

(l) *Communication*. All communications under this clause shall be in writing.

(m) *Contracts outside the United States*. If this contract is to be performed outside of the United States and its outlying areas, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.

(End of clause)

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

Offerors that are selected to submit full cost and technical proposals are required to complete and include FAR 52.204-24 with their submission.

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 or 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

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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) *Representation.* 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.*

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(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

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(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.

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

Respondents that are selected to submit full cost and technical proposals are required to complete and include FAR 52.204-26 within their submission.

(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)

(1) *Representation.* 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.

(3) 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.

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ATTACHMENT A: WHITE PAPER TEMPLATE

Use of this template is mandatory for all White Paper submissions to this BAA. This document must include all components described herein and must be submitted in .pdf format. All submissions must be written in English and all pages shall be formatted for printing on 8-1/2 by 11-inch paper with 1-inch margins and font size not smaller than 12-point. Font sizes of 8 or 10 point may be used for figures, tables, and charts.

White Papers shall not exceed 6 pages (1 page cover sheet + 1-page executive summary + 4-page Project Summary).

Page limit includes:	Page limit does NOT include:
Cover Sheet	Bibliography (Optional)
All figures, tables, charts	Technical Papers (Optional)
Executive Summary	Proprietary Information
Project Summary	

**<PROPOSER ORGANIZATION LOGO>
DLA LTR PROGRAM
R&D BAA
White Paper Cover Sheet**

PROJECT TITLE:	
Proposer Organization:	
BAA Reference:	
Technical Point of Contact (POC)	Name: Mailing Address: Telephone: Email:
Administrative POC	Name: Mailing Address: Telephone: Email:
Other Team Members (subcontractors and consultants), if known/applicable	Technical POC Name: Organization: Technical POC Name: Organization:
Estimated Total Cost (Base + Options)	\$
Estimated Period of Performance	
Identify any other solicitation(s) to which this concept has been proposed	

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Executive Summary

[Provide a synopsis of the proposed project *in one page or less* by succinctly conveying its main objective, key innovations, expected impact, and other unique aspects.]

Project Summary

Problem Statement or opportunity description

[Clearly define the specific problem or opportunity that the project aims to address, highlighting its significance and impact on current operations.]

Goals and Impact

[Describe what is being proposed and what difference it will make (qualitatively and quantitatively) if successful. Describe the innovative aspects of the project in the context of existing capabilities and approaches, clearly delineating the relationship of this work to any other projects from the past and present.]

Expected outcomes and benefits

[Describe the anticipated results of the project and the benefits it will bring, such as improved efficiency, cost savings, or enhanced capabilities.]

Technical Plan

[Provide answers to the following questions:

- What is the proposed work attempting to accomplish or do?
- How is it done today, and what are the limitations and challenges?
- Who will benefit and what will the impact be if the work is successful?
- How much will it cost, and how long will it take?

Outline and address technical challenges inherent in the approach and possible solutions for overcoming potential problems. Provide appropriate measurable milestones (quantitative if possible) at intermediate stages of the project to demonstrate progress, and a plan for achieving the milestones.]

High-Level Transition/Implementation Strategy

[Outline the key steps and strategies for transitioning the project from development to operational use, ensuring a smooth and effective implementation.]

Identification of Risks

[Identify potential risks associated with the project and propose mitigation strategies to address these risks, ensuring project success and sustainability. Risks should be centered around any cybersecurity or data management risks that may occur during the project.]

Capabilities and Management Plan

[Provide a summary of expertise and prior significant and related research and work experience of the team, including sub-awardees and key personnel, in the selected Area of Interest. While teaming arrangements do not need to be finalized at the time of White Paper submission, mention of potential

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teaming or collaboration arrangements is highly encouraged. Identify a principal investigator for the project and include a description of the team's organization including roles and responsibilities.]

Cost and Schedule

[Provide a rough order of magnitude price and notional schedule over the entire program, broken down by Government Fiscal Year]

Proprietary Information

All proprietary claims to results, prototypes, or systems supporting and/or necessary for the use of the research, results, and/or prototypes. If there are no proprietary claims, this should be stated.

Bibliography (Optional)

[Provide a brief (no more than 2 pages) bibliography with links to relevant papers, references, reports, resumes of key team members, etc.]

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ATTACHMENT B: SMALL BUSINESS SUBCONTRACTING PLAN

For proposed contract awards exceeding \$750,000.00 large businesses and non-profits (including educational institutions) shall provide a Small Business Subcontracting Plan that contains all elements required by the most recent versions of FAR 19.704, FAR 52.219-9 and DFARS 252.219-7003. The Plan must be submitted as an attachment to the Proposal Adequacy Checklist and will not be included in the page count. If a company has a Master or Individual Subcontracting Plan, as described in FAR 19.701 or a Comprehensive Subcontracting Plan 51 described in DFARS 219.702, a copy of the Plan shall also be submitted as an attachment to the Proposal Adequacy Checklist in attachment C.

Plans will be reviewed for adequacy, ensuring that the required information, goals, and assurances are included. If an apparent successful offeror fails to negotiate a Plan acceptable to the contracting officer within the time limit prescribed by the contracting officer, the offeror will be ineligible for award. Offerors shall propose a plan that ensures small businesses (inclusive of SDBs, WOSBs, HUBZone, VOSBs and SDVOSBs) will have the maximum practicable opportunity to participate in contract performance consistent with efficient performance.

As a baseline, Offerors shall, to the best extent possible, propose realistic goals to ensure small business participation in accordance with the current or most recent fiscal year subcontracting goals found on the DoD Office of Small Business Program website at: <https://business.defense.gov/About/Goals-and-Performance/>. Please refer to the website for most accurate list of goals. If proposed goals are below the statutory requirements, then the offeror shall include in the Plan a viable written explanation as to why small businesses are unable to be utilized and what attempts were taken to ensure that small business were given the opportunity to participate in the effort to the maximum extent practicable.

a. Subcontracting Resources -

Subcontracting can be a good way to participate in the contracting process. The following is a list of potential resources that may assist in locating potential subcontracting partners/opportunities/resources:

*Companies Participating in DoD Subcontracting Program Report - <https://business.defense.gov/Acquisition/Subcontracting/Subcontracting-For-Small-Business/>

*DoD OSBP Prime Contractors and Subcontractors with Subcontracting Plans - <https://business.defense.gov/Acquisition/Subcontracting/Subcontracting-For-Small-Business/>

*DefenseLink ≥ \$7.0 M Award Notices - <https://www.defense.gov/News/Contracts/>

*SBA Dynamic Small Business Search - https://web.sba.gov/pro-net/search/dsp_dsbs.cfm

*Electronic Subcontracting Reporting System (eSRS) - <https://www.esrs.gov/>

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*DLA SBIR/STTR Search – Website or Brochure -

<https://www.dla.mil/Portals/104/Documents/SmallBusiness/Small%20Business%20-%20SBIP%20-%20January%202020.pdf?ver=2019-12-27-081121-487>

*DoD Procurement Technical Assistance Centers (PTAC) - <https://www.aptac-us.org/>

*U.S. Small Business Administration (SBA) Subcontracting Opportunities Directory - <https://www.sba.gov/document/support-directory-federal-government-prime-contractors-subcontracting-plans>

*U.S. Small Business Administration Subcontracting Network (SubNet) - https://eweb1.sba.gov/subnet/client/dsp_Landing.cfm

In accordance with FAR 5.206 Notices of Subcontracting Opportunities, the following entities may transmit a notice to the GPE to seek competition for subcontracts, to increase participation by qualified HUBZONE small business, small, small disadvantaged, women-owned small business, veteran-owned small business, and service-disabled veteran-owned small business concerns, and to meet established subcontracting plan goals:

- (1) A contractor awarded a contract exceeding the simplified acquisition threshold that is likely to result in the award of any subcontracts.
- (2) A subcontractor or supplier, at any tier, under a contract exceeding the simplified acquisition threshold, that has a subcontracting opportunity exceeding \$15,000.

The notices must describe:

- The business opportunity
- Any prequalification requirements; and
- Where to obtain technical data needed to respond to the requirement

In addition, another place prime contractors may post solicitations or sources sought notices for small business is the U.S. SBA SUB-Net: https://eweb.sba.gov/gls/dsp_sbabanner.cfm. The SUB-Net database provides a listing of subcontracting solicitations and opportunities posted by large prime contractors and other non-federal organizations.

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ATTACHMENT C: PROPOSAL ADEQUACY CHECKLIST

PROPOSAL ADEQUACY CHECKLIST
DFARS 252.215-7009

	<u>REFERENCES</u>	<u>SUBMISSION ITEM</u>	<u>PROPOSAL PAGE No.</u>	<u>If not provided EXPLAIN (may use continuation pages)</u>
<u>GENERAL INSTRUCTIONS</u>				
1.	FAR 15.408, Table 15-2, Section I Paragraph A	Is there a properly completed first page of the proposal per FAR 15.408 Table 15-2 I.A or as specified in the solicitation?		
2.	FAR 15.408, Table 15-2, Section I Paragraph A (7)	Does the proposal identify the need for Government-furnished material/tooling/test equipment? Include the accountable contract number and contracting officer contact information if known.		
3.	FAR 15.408, Table 15-2, Section I Paragraph A (8)	Does the proposal identify and explain notifications of noncompliance with Cost Accounting Standards Board or Cost Accounting Standards (CAS); any proposal inconsistencies with your disclosed practices or applicable CAS; and inconsistencies with your established estimating and accounting principles and procedures?		
4.	FAR 15.408, Table 15-2, Section I, Paragraph C (1) FAR 2.101, "Cost or pricing data"	Does the proposal disclose any other known activity that could materially impact the costs? This may include, but is not limited to, such factors as— (1) Vendor quotations; (2) Nonrecurring costs; (3) Information on changes in production methods and in production or purchasing volume; (4) Data supporting projections of business prospects and objectives and related operations costs; (5) Unit-cost trends such as those associated with labor efficiency; (6) Make-or-buy decisions; (7) Estimated resources to attain business goals; and (8) Information on management decisions that could have a significant bearing on costs.		
5.	FAR 15.408, Table 15-2, Section I Paragraph B	Is an Index of all certified cost or pricing data and information accompanying or identified in the proposal provided and appropriately referenced?		

Source Selection Information—See FAR 2.101 and 3.104

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6.	FAR 15.403-1(b)	Are there any exceptions to submission of certified cost or pricing data pursuant to FAR 15.403-1(b)? If so, is supporting documentation included in the proposal? (Note questions 18-20.)		
7.	FAR 15.408, Table 15-2, Section I Paragraph C(2)(i)	Does the proposal disclose the judgmental factors applied and the mathematical or other methods used in the estimate, including those used in projecting from known data?		
8.	FAR 15.408, Table 15-2, Section I Paragraph C(2)(ii)	Does the proposal disclose the nature and amount of any contingencies included in the proposed price?		
9.	FAR 15.408 Table 15-2, Section II, Paragraph A or B	Does the proposal explain the basis of all cost estimating relationships (labor hours or material) proposed on other than a discrete basis?		
10.	FAR 15.408, Table 15-2, Section I Paragraphs D and E	Is there a summary of total cost by element of cost and are the elements of cost cross-referenced to the supporting cost or pricing data? (Breakdowns for each cost element must be consistent with your cost accounting system, including breakdown by year.)		
11.	FAR 15.408, Table 15-2, Section I Paragraphs D and E	If more than one Contract Line-Item Number (CLIN) or subcontract Line-Item Number (sub-CLIN) is proposed as required by the RFP, are there summary total amounts covering all line items for each element of cost and is it cross-referenced to the supporting cost or pricing data?		
12.	FAR 15.408, Table 15-2, Section I Paragraph F	Does the proposal identify any incurred costs for work performed before the submission of the proposal?		
13.	FAR 15.408, Table 15-2, Section I Paragraph G	Is there a Government forward pricing rate agreement (FPRA)? If so, the offeror shall identify the official submittal of such rate and factor data. If not, does the proposal include all rates and factors by year that are utilized in the development of the proposal and the basis for those rates and factors?		
<u>COST ELEMENTS</u>				
MATERIALS AND SERVICES				
14.	FAR 15.408, Table 15-2, Section II Paragraph A	Does the proposal include a consolidated summary of individual material and services, frequently referred to as a Consolidated Bill of Material (CBOM), to include the basis for pricing? The offeror's consolidated summary shall include raw materials, parts, components, assemblies, subcontracts, and services to be produced or performed by others, identifying as a minimum the item, source, quantity, and price.		
SUBCONTRACTS (Purchased materials or services)				
15.	DFARS 215.404-3	Has the offeror identified in the proposal those subcontractor proposals, for which the contracting officer has initiated or may need to request field pricing analysis?		

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16.	FAR 15.404-3(c) FAR 52.244-2	Per the thresholds of FAR 15.404-3(c), Subcontract Pricing Considerations, does the proposal include a copy of the applicable subcontractor's certified cost or pricing data?		
17.	FAR 15.408, Table 15-2, Note 1; Section II Paragraph A	Is there a price/cost analysis establishing the reasonableness of each of the proposed subcontracts included with the proposal? If the offeror's price/cost analyses are not provided with the proposal, does the proposal include a matrix identifying dates for receipt of subcontractor proposal, completion of fact finding for purposes of price/cost analysis, and submission of the price/cost analysis?		
<u>EXCEPTIONS TO CERTIFIED COST OR PRICING DATA</u>				
18.	FAR 52.215-20 FAR 2.101, "commercial item"	Has the offeror submitted an exception to the submission of certified cost or pricing data for commercial items proposed either at the prime or subcontractor level, in accordance with provision 52.215-20? a. Has the offeror specifically identified the type of commercial item claim (FAR 2.101 commercial item definition, paragraphs (1) through (8)), and the basis on which the item meets the definition? b. For modified commercial items (FAR 2.101 commercial item definition paragraph (3)); did the offeror classify the modification(s) as either— i. A modification of a type customarily available in the commercial marketplace (paragraph (3)(i)); or ii. A minor modification (paragraph (3)(ii)) of a type not customarily available in the commercial marketplace made to meet Federal Government requirements not exceeding the thresholds in FAR 15.403-1(c)(3)(iii)(B)? c. For proposed commercial items "of a type", or "evolved" or modified (FAR 2.101 commercial item definition paragraphs (1) through (3)), did the contractor provide a technical description of the differences between the proposed item and the comparison item(s)?		
19.		[Reserved]		
20.	FAR 15.408, Table 15-2, Section II Paragraph A (1)	Does the proposal support the degree of competition and the basis for establishing the source and reasonableness of price for each subcontract or purchase order priced on a competitive basis exceeding the threshold for certified cost or pricing data?		
INTERORGANIZATIONAL TRANSFERS				
21.	FAR 15.408, Table 15-2, Section II Paragraph A. (2)	For inter-organizational transfers proposed at cost, does the proposal include a complete cost proposal in compliance with Table 15-2?		
22.	FAR 15.408, Table 15-2, Section II Paragraph A (1)	For inter-organizational transfers proposed at price in accordance with FAR 31.205-26(e), does the proposal provide an analysis by the prime that supports the exception from certified cost or pricing data in accordance with FAR 15.403-1?		
DIRECT LABOR				

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23.	FAR 15.408, Table 15-2, Section II Paragraph B	Does the proposal include a time phased (i.e., monthly, quarterly) breakdown of labor hours, rates and costs by category or skill level? If labor is the allocation base for indirect costs, the labor cost must be summarized in order that the applicable overhead rate can be applied.		
24.	FAR 15.408, Table 15-2, Section II Paragraph B	For labor Basis of Estimates (BOEs), does the proposal include labor categories, labor hours, and task descriptions, (e.g., Statement of Work reference, applicable CLIN, Work Breakdown Structure, rationale for estimate, applicable history, and time-phasing)?		
25.	FAR subpart 22.10	If covered by the Service Contract Labor Standards statute (41 U.S.C. chapter 67), are the rates in the proposal in compliance with the minimum rates specified in the statute?		
<u>INDIRECT COSTS</u>				
26.	FAR 15.408, Table 15-2, Section II Paragraph C	Does the proposal indicate the basis of estimate for proposed indirect costs and how they are applied? (Support for the indirect rates could consist of cost breakdowns, trends, and budgetary data.)		
<u>OTHER COSTS</u>				
27.	FAR 15.408, Table 15-2, Section II Paragraph D	Does the proposal include indirect costs and the basis for pricing? If travel is included does the proposal include number of trips, number of people, number of days per trip, locations, and rates (e.g., airfare, per diem, hotel, car rental, etc.)?		
28.	FAR 15.408, Table 15-2, Section II Paragraph E	If royalties exceed \$1,500 does the proposal provide the information/data identified by Table 15-2?		
29.	FAR 15.408, Table 15-2, Section II Paragraph F	When facilities capital cost of money is proposed, does the proposal include submission of Form CASB-CMF or reference to an FPRA/FPRP and show the calculation of the proposed amount?		
<u>FORMATS FOR SUBMISSION OF LINE-ITEM SUMMARIES</u>				
30.	FAR 15.408, Table 15-2, Section III	Are all cost element breakdowns provided using the applicable format prescribed in FAR 15.408, Table 15-2 III? (or alternative format if specified in the request for proposal)		
31.	FAR 15.408, Table 15-2, Section III Paragraph B	If the proposal is for a modification or change order, have cost of work deleted (credits) and cost of work added (debits) been provided in the format described in FAR 15.408, Table 15-2.III.B?		
32.	FAR 15.408, Table 15-2, Section III Paragraph C	For price revisions/redeterminations, does the proposal follow the format in FAR 15.408, Table 15-2.III.C?		
<u>OTHER</u>				
33.	FAR 16.4	If an incentive contract type, does the proposal include offeror proposed target cost, target profit or fee, share ratio, and, when applicable, minimum/maximum fee, ceiling price?		

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34.	FAR 16.203-4 and FAR 15.408 Table 15-2, Section II, Paragraphs A, B, C, and D	If Economic Price Adjustments are being proposed, does the proposal show the rationale and application for the economic price adjustment?		
35.	FAR 52.232-28	If the offeror is proposing Performance-Based Payments did the offeror comply with FAR 52.232-28?		
36.	FAR 15.408(n) FAR 52.215-22 FAR 52.215-23	Excessive Pass-through Charges– Identification of Subcontract Effort: If the offeror intends to subcontract more than 70% of the total cost of work to be performed, does the proposal identify: (i) the amount of the offeror’s indirect costs and profit applicable to the work to be performed by the proposed subcontractor(s); and (ii) a description of the added value provided by the offeror as related to the work to be performed by the proposed subcontractor(s)?		