Docket #0005 Date Filed: 10/6/2026

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re: NOBLE SUPPLY & LOGISTICS, LLC, *et al.*, Debtors.[1]	Chapter 11 Case No. 26-11369 (CTG) (Jointly Administered)
NOBLE SUPPLY & LOGISTICS, LLC, Plaintiff, v. DEFENSE LOGISTICS AGENCY, Defendant.	Adv. Proc. No. 26-50885 (CTG)

DECLARATION OF ROBERT ALBERGOTTI, CHIEF TRANSFORMATION OFFICER OF NOBLE EQUITY HOLDINGS, LLC, IN SUPPORT OF MOTION OF NOBLE SUPPLY & LOGISTICS, LLC FOR PARTIAL SUMMARY JUDGMENT

I, Robert Albergotti, Chief Transformation Officer ("CTO") of Noble Equity Holdings, LLC and certain of its affiliates, as debtors and debtors in possession in the above-captioned chapter 11 cases (collectively, the "Debtors"), hereby declare under penalty of perjury:

1. I am a Managing Director of Triple P TRS, LLC, a restructuring advisory firm with numerous offices throughout the United States. Triple P TRS, LLC and its service provider

[1] The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: Noble Supply & Logistics, LLC (7926); COTS Solutions, LLC (4477); Federal Resources Supply Company, LLC (3636); FRS Holdings, LLC (2327); K.D. Analytical Consulting, LLC (6637); KDA Acquisition, LLC (5870); Noble Defense Corporation (N/A); Noble Equity Holdings, LLC (0851); Noble.com, LLC (4712); Noble Mission Support, LLC (7908); and Tactical & Survival Specialties, LLC (2266). The location of the Debtors' principal place of business and the Debtors' service address in these chapter 11 cases is 1 Marina Park Drive, Suite 220, Boston, MA 02210.

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affiliates are wholly owned by Portage Point Partners, LLC (collectively, "Portage Point"), which has been retained as proposed financial advisor to each of the Debtors.

2. I submit this declaration (this "Declaration") in support of the *Motion of Noble Supply & Logistics, LLC for Partial Summary Judgment* filed contemporaneously herewith (the "Summary Judgment Motion") in the above-captioned adversary proceeding.[2]

3. Except as otherwise indicated herein, the statements in this Declaration are based on: (i) my personal knowledge of, and familiarity with, the Debtors' operations, finances, and restructuring efforts; (ii) my review of relevant documents and information provided to me by employees of or advisors to the Debtors; (iii) my opinion based on my experience and knowledge of the Debtors' operations and financial and business affairs; (iv) information received from the Debtors' employees or advisors working directly with me or under my supervision; and/or (v) the Debtors records maintained in the ordinary course of business. I am authorized to submit this Declaration on behalf of the Debtors. If called upon to testify, I could and would testify competently to the facts set forth herein. I am over the age of 18 years.

I. Overview of Noble

4. Noble is a Boston-based small business that has supported the United States Department of War for over twenty years. Since its founding in 2003 by Thomas W. Noble, III, Noble has acted as a global supplier of mission-critical, non-lethal military equipment and services to the United States military and its allies. Through a combination of organic growth and strategic business acquisitions, Noble has built a logistical highway that connects over 4,000 government customers to over 15,000 vendors to ensure efficient supply lines and promote military readiness.

[2] Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Summary Judgment Motion.

5. Noble is the fifth largest prime vendor to the DLA, which manages the supply chain for the United States military. The DLA is comprised of many subordinate commands, which handle discrete aspects of the military supply chain. These subordinate commands include DLA Weapons Support, which provides weapons support for U.S. air, land, and sea operations, and DLA Troop Support, which is responsible for supply chains providing military personnel with subsistence, medical supplies, clothing and textiles, and construction equipment. Noble's relationship with the DLA is described in greater detail below.

II. Noble's Contracts with the DLA

6. Noble and the DLA are parties to multiple contracts, under which Noble supplies the United States military and its allies with, among other mission critical items, safety equipment, training services, and tactical gear.

7. The following contracts between Noble and the DLA are relevant to the instant dispute:

i. Contract No. SPE8EJ-21-D-0022 dated as of January 5, 2021, through which Noble provides special operations equipment to military commands, federal agencies, and other authorized DLA customers located worldwide (the "SOE Contract");[3] and

ii. Contract No. SPE8EH-24-D-0003 dated as of March 14, 2024, through which Noble provides fire and emergency services equipment to military commands, federal agencies, and other authorized DLA customers located worldwide (the "F&ESE Contract" and, together with the SOE Contract, the "Contracts").

8. True and correct copies of the Contracts are attached hereto as **Exhibits A-1** and **A-2**.

9. The Contracts are known in the defense industry as "Indefinite Delivery, Indefinite Quantity" contracts.

[3] The SOE Contract includes certain separately created administrative contract numbers.

10. The SOE Contract has a base term of two years, followed by four two-year renewal periods, for a maximum potential term of ten years. The current term of the SOE Contract ends on January 4, 2027.

11. The F&ESE Contract had a base ordering term of two years ending on March 13, 2026, followed by four two-year renewal periods, for a maximum potential term of ten years. On March 13, 2026, the DLA sent Noble a notice of non-renewal of the F&ESE Contract.

12. Noble's order fulfillment and invoice process under the Contracts is as follows:

i. *First*, contracted goods or services are delivered or provided to the DLA or another government end user (the "Government"), following which Noble receives proof of delivery from the shipper (in the case of goods) or training logs/sign in sheets (in the case of services);

ii. *Second*, Noble provides such proof of delivery of goods or provision of services to the DLA Contracting Officer under the relevant Contract;

iii. *Third*, the Contracting Officer validates the proof of delivery of goods or provision of services, which authorizes Noble to invoice the order;

iv. *Fourth*, Noble uploads an invoice to Wide Area Workflow ("WAWF"), the DLA's web-based invoicing platform. Once an invoice is uploaded to WAWF, it is processed by a DLA representative, who confirms that the invoice was properly submitted; and

v. *Fifth*, once the invoice is processed, the DLA instructs the Defense Finance & Accounting Service, which processes payments for the DLA, to remit payment to Noble.

13. In the ordinary course of business, the DLA typically validates Noble's proof of delivery or provision of services, or raises specific issues precluding validation, within five business days of receipt of the delivery confirmation from the applicable freight forwarder or proof of services rendered. Absent any specifically identified issues with Noble's delivery of goods or provision of services, the total elapsed time between the delivery of product or provision of services to the end customer and the DLA's acceptance of the goods receipt or proof of services rendered in their system is approximately seven days. Under the DLA's own guidance referenced

in the Defense Logistics Management Standards, the expectation is that the DLA will validate proof of goods receipts within five business days thereof.[4]

III. The Pre-Termination Delivery Orders

14. On August 14, 2026, the DLA sent Noble eight notices (collectively, the "Cure Notices")[5] threatening to terminate over $400 million of orders under the Contracts due to, among other things, Noble's "failure to secure and ship material" in connection therewith. The DLA requested that Noble provide the DLA with adequate assurance of future performance due to Noble's alleged defaults and deteriorating financial condition. True and correct copies of the Cure Notices are attached hereto as **Exhibits B-1** – **B-8**.

15. On August 24, 2026, Noble responded to the Cure Notices explaining, among other things, that many of the orders the DLA cited in the Cure Notices were not yet delinquent, and some were in fact fully or partially fulfilled. Noble also responded to the DLA's demand for adequate assurance of future performance with respect to goods or services that had not yet been delivered or provided. Following Noble's responses to the Cure Notices, the Government continued to take deliveries and receive services in connection with the orders referenced in the Cure Notices. True and correct copies of Noble's responses to the Cure Notices are attached hereto as **Exhibits C-1** – **C-8**.

16. On August 27, 2026, after being advised that many of the orders cited in the Cure Notices had already been received and continuing to take additional deliveries and receive services for the next three days, the DLA sent Noble four Notices of Termination for Cause (collectively,

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[4] *See* Table C10.T1 of the DLA's Defense Logistics Management Standards available at: https://www.dla.mil/Portals/104/Documents/DLMS/Manuals/DLM/V2/Volume2.pdf.

[5] The Cure Notices are comprised of: (i) one show cause notice and one cure notice (depending on whether the goods were overdue) for the F&ESE Contract; and (ii) three show cause notices and three cure notices for the SOE Contract, including certain administrative contracts thereunder.

the "Termination Notices"), pursuant to which the DLA purported to terminate the orders based on Noble's supposed failure to provide the DLA with adequate assurance of future performance and alleged defaults under the Contracts. True and correct copies of the Termination Notices are attached hereto as **Exhibits D-1** – **D-4**.

17. Noble delivered certain goods to the contractually agreed-upon destinations or provided services to the appropriate party through the date of the DLA's purported termination on August 27, 2026, and the Government retained possession of such goods (the "Pre-Termination Delivery Orders"). For each Pre-Termination Delivery Order of goods, either a representative of the Government signed a receiving report for such goods or Noble obtained proof of delivery from a shipper or freight forwarder. The Government has not raised any defects or nonconformities with respect to the goods and services associated with the Pre-Termination Delivery Orders as of the date hereof. As of the date hereof, the DLA has refused to validate the proof of delivery or provision of services rendered for $14,566,268.02 of Pre-Termination Delivery Orders, thereby preventing Noble from invoicing the DLA for such orders in the WAWF platform.

18. I reviewed the Excel files submitted with the Termination Notices listing the orders purportedly being terminated. Those orders include the Pre-Termination Delivery Orders.

19. Attached hereto as **Exhibit E** is a schedule (the "Schedule") identifying the (i) associated Contract number, (ii) invoice number, (iii) item delivered, (iv) quantity delivered, (v) date of delivery, and (vi) amount due and owing for each Pre-Termination Delivery Order. The information contained in the Schedule was created by using information contained in NetSuite (including source documents), Noble's financial and operational resource tool. The Schedule accurately summarizes the information contained in the company's underlying business records in NetSuite and reflects the amounts due and owing to Noble for the Pre-Termination Delivery

Orders. The underlying records on which the Schedule is based are voluminous and cannot be conveniently examined in court. Noble has made, or will make, those records, including the applicable invoice, proof of delivery, and packing slip for each Pre-Termination Delivery Order available for inspection and examination by the DLA and its counsel at a reasonable time and place for inspection and copying. Based on my review of and familiarity with Noble's records and business operations, I believe that the Schedule is a true and accurate summary of the information contained in the underlying records.

20. The Debtors have forecasted that the DLA would settle invoices in the ordinary course of business for goods delivered and services provided as of (and after) the date the Termination Notices were received. To that extent, the Debtors' liquidity forecast that underpins the Cash Collateral Order[6] (and related budget) assumed that a material portion of the $14,566,268.02 in Pre-Termination Delivery Orders would be paid. Absent an expedited resolution of this issue, I believe that the Debtors will exhaust their liquidity during the first week of November 2026.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing statements are true and correct to the best of my knowledge, information and belief.

Dated: October 6, 2026
Dallas, Texas

/s/ Robert Albergotti
Robert Albergotti
Chief Transformation Officer
Noble Equity Holdings, LLC

[6] *Second Interim Order (I) Authorizing Limited Use of Cash Collateral, (II) Granting Adequate Protection Liens and Superpriority Administrative Expense Claims to Prepetition Secured Parties, (III) Modifying the Automatic Stay, (IV) Scheduling a Final Hearing, and (V) Granting Related Relief* [D.I. 218] (the "Cash Collateral Order").

EXHIBIT A-1

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NUMBER: 1000062333

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2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
SPE8EJ-21-D-0022	2021 JAN 05		SPE8EJ-18-R-0001	2018 NOV 16

7. FOR SOLICITATION INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER *(No collect calls)*	8. OFFER DUE DATE/ LOCAL TIME

9. ISSUED BY CODE SPE8EJ

DLA TROOP SUPPORT
CONSTRUCTION & EQUIPMENT (SOE)
700 ROBBINS AVENUE
PHILADELPHIA PA 19111-5096
USA
Local Admin: John Cuorato PEPCSF1 Tel: 215-737-4873
Email: DLA-TS-FCCD.Inquiry@dla.mil

10. THIS ACQUISITION IS
- ☐ UNRESTRICTED OR ☒ SET ASIDE: 100 % FOR:
- ☒ SMALL BUSINESS
- ☐ HUBZONE SMALL BUSINESS
- ☐ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS
- ☐ WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM
- ☐ EDWOSB
- ☐ 8 (A)

NAICS: 339999
SIZE STANDARD:500

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED	12. DISCOUNT TERMS	13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	13b. RATING / 14. METHOD OF SOLICITATION
☒ SEE SCHEDULE	Net 30 days	☐	☐ RFQ ☐ IFB ☒ RFP

15. DELIVER TO CODE

SEE SCHEDULE

16. ADMINISTERED BY CODE SPE8EJ

SEE BLOCK 9
Criticality: PAS : None

17a. CONTRACTOR/ OFFEROR CODE 1HEN9 FACILITY CODE

NOBLE SALES CO., INC. DBA Noble
Supply and Logistics
302 Weymouth St
ROCKLAND MA 02370-1171
USA

TELEPHONE NO. 7818711911

18a. PAYMENT WILL BE MADE BY CODE SL4701

DEF FIN AND ACCOUNTING SVC
BSM
P O BOX 182317
COLUMBUS OH 43218-2317
USA

☐ 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED. ☐ SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	See Schedule				

25. ACCOUNTING AND APPROPRIATION DATA

26. TOTAL AWARD AMOUNT *(For Govt. Use Only)*
$33000000000.00

☐ 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ☐ ARE ☐ ARE NOT ATTACHED.

☒ 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ☒ ARE ☐ ARE NOT ATTACHED.

☒ 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED

☒ 29. AWARD OF CONTRACT: REF. Noble's OFFER DATED 2019-Jan-18 . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH , HEREIN IS ACCEPTED AS TO ITEMS: ALL

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA *(SIGNATURE OF CONTRACTING OFFICER)*
RYAN.MARY.E.1229042420 Digitally signed by RYAN.MARY.E.1229042420 Date: 2021.01.05 18:06:27 -05'00'

30b. NAME AND TITLE OF SIGNER *(Type or Print)*	30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER *(Type or Print)*	31c. DATE SIGNED
		Mary Ryan mary.ryan@dla.mil	2021 JAN 05

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV.
Prescribed by GSA - FAR (48 CFR) 53.212

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER ☐ PARTIAL ☐ FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT ☐ COMPLETE ☐ PARTIAL ☐ FINAL	37. CHECK NUMBER

38. S/R ACCOUNT NO.	39. S/R VOUCHER NUMBER	40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY *(Print)*	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT *(Location)*	
		42c. DATE REC'D *(YY/MM/DD)*	42d. TOTAL CONTAINERS

STANDARD FORM 1449 (REV. 2/2012)

Form

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Contract Clauses

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2. Addendum, Page 13

3. FAR 52.212-5 - Contract Terms and Conditions Required to Implement, Statutes or Executive Orders - Commercial Items, Page 37

Statement of Work (SOW), Page 43

ATTACHMENTS

- Attachment 1 Price Evaluation List Ceiling Prices
- Attachment 2 Technical Specification (EDI)
- Attachment 3 Bilateral Signature

5. Continuation of Blocks 19-24: Schedule of Supplies/Services

A. DLA Troop support is awarding **multiple** Indefinite Delivery/Indefinite Quantity (IDIQ) Special Operational Equipment (SOE) Tailored Logistics Support (TLS) Contracts under this single solicitation. **Delivery orders above the micro-purchase will be competed** amongst the contract holders.

B. PRODUCT SUPPORT:

The awardee is responsible for supplying, to authorized customers under the resulting contracts, various types of special operational equipment. These items include, but are not limited to: Survival Gear, Tactical Equipment, Eyewear vision Enhancing Equipment, Escalation of Force Equipment, Visit Board Search and Seizure (VBSS), Scuba and other Diving Equipment, Thermal Protection Equipment, Surface Supplied Diving Equipment, Communication Devices, Compressors and Air Purification Systems, Hyperbaric Instrumentation and Equipment, Lifesaving - Search and Rescue Equipment, Air Crew Support and Flight Deck Safety Items, Underwater Tools, Load Carrying Equipment (i.e., vests, backpacks, systems, trunk lockers), Lethality Support Items (i.e., slings,

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holsters, mobility pad items, straps and fasteners, reflective belts), Survival kits, and Mountain climbing equipment. All items are commercial products or modified commercial. All items are to conform to the manufacturer's commercial specifications.

C. PRICING:

1) The AWARDEES accepted ceiling prices for the Price Evaluation List (PEL) and accepted alternates and the pricing for the incidental service scenario is included in Attachment 1. The scenario price for the Incidental Service may be used as a benchmark during the post-award competition of delivery orders when the service is requested. It is anticipated that the Tailored Logistics Support Contractor shall be as aggressive as possible in pursuing all discounts and rebates. All discounts and rebates must be passed on to DLA Troop Support. The TLS Contractor shall guarantee that DLA Troop Support and its customers will receive discounts and rebates equal to or better than the offerors most favored commercial customers with similar sales.

2) Base Period and Option Period Prices: The Prices for the PEL and alternates accepted by the Government are being awarded as firm fixed ceiling prices. The fixed prices will constitute a ***Not to exceed CEILING PRICE*** for the ***BASE PERIOD*** **(two year term) and each OPTION PERIOD (four two-year terms)** on this resultant contract for the Special Operational Equipment Tailored Logistics Support Program.

Note: The awardee is encouraged, when competing for delivery orders, to provide a quote less than their ceiling price.

D. TERM

The resulting contract is an IDIQ Contract with a base ordering period of two (2) years and four (4) two-year option periods for a maximum term of ten (10) years. The contract contains a provision for unilateral option(s) on the part of the Contracting Officer to extend the term of the contract. A 60-day implementation period is included, if needed, after award**.**

Base Period: January 5, 2021 to January 4, 2023
Option Year 1: January 5, 2023 to January 4, 2025
Option Year 2: January 5, 2025 to January 4, 2027
Option Year 3: January 5, 2027 to January 4, 2029
Option Year 4: January 5, 2029 to January 4, 2031

E. ESTIMATED DEMAND

The estimated annual sales set forth in the solicitation were GOOD FAITH ESTIMATES ONLY based on the best data available to the Contracting Officer at the time of issuance of the solicitation, and do not constitute guarantees that this volume or value will actually be ordered. The Awardee was advised they must consider any business risks associated with the estimates and include them within the breadth of their proposals.

Total Estimated Value (10 Years) $13,000,000,000.00
Estimated Value Base Year (2 Years) $2,600,000,000.00
Estimated Value Option Year 1 (2 Years) $2,600,000,000.00
Estimated Value Option Year 2 (2 Years) $2,600,000,000.00
Estimated Value Option Year 3 (2 Years) $2,600,000,000.00
Estimated Value Option Year 4 (2 Years) $2,600,000,000.00

NOTE: The Contracting Officer estimates, based on an analysis of historical data for the previous SOE TLSP, which had six contract holders, that the annual estimated demand value per contract holder for the previous contract was $61 million. THIS INFORMATION WAS PROVIDED FOR INFORMATIONAL PURPOSES ONLY AND IS IN NO WAY A GUARANTEE THAT THIS VALUE WILL BE ORDERED UNDER THE RESULTING CONTRACTS.

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F. CONTRACT MINIMUM/MAXIMUM

For each awardee under a contract awarded under this solicitation, the Government guarantees that it will order a quantity of supplies and incidental services having a minimum dollar value of $250,000.00 during the base period. The aggregate of delivery orders issued during contract performance for each awardee during the base period will be applied to the minimum guarantee for each awardee. At the time when the aggregate of delivery orders equals or exceeds the guaranteed minimum for the contract, the guaranteed minimum will have been met and the Government's obligations with regard to the guarantee will have been satisfied. There is no guaranteed minimum for the option periods.

The maximum dollar value that can be obligated for a contract awarded under this solicitation is $33,000,000,000.00, meaning that the cumulative obligations of all orders placed against the contract resulting from this solicitation cannot exceed $33,000,000,000.00. The maximum of $33,000,000,000.00 also represents the maximum for the acquisition; the sum of all orders against all contracts shall not exceed $33,000,000,000.00.

Note: The Maximum Contract Value is $33 billion. The maximum dollar value of $33 billion accounts for potential surge and contingency requirements; however, $13 billion remains the estimated dollar value for the acquisition.

G. CONTRACT ADMINISTRATION

Contract Administration shall be performance by DLA Troop Support.

H. ADDITIONAL FEATURES:

All plans submitted as part of the Awardee's Non-Price Proposal (including revisions in discussions) are to be followed during contract performance. Noble will also provide the additional features listed below in accordance with their proposal. Where applicable, the features listed below supersede the requirements in the Statement of Work:

- Noble will maintain ISO 9001:2015 Quality Management Systems Certification.
- Noble will hold quarterly meetings with top suppliers and receive training from vendors at a monthly Vendor Day.
- Noble's ALPHA system will provide the customer and DLA order tracking.
- Noble will utilize vendor score cards.
- Noble will meet a 98% Quote Rate.
- Noble will meet a 99% Fill Rate.
- Noble will compete transportation carriers on less-than-truckload orders.
- Noble will meet a 98% On Time Delivery Performance.

NOTICE

1. The resulting contract constitutes the Government's acceptance of Noble's initial offer, dated January 18, 2019, including revisions, through Final Proposal Revision dated September 11, 2020, for Request for Proposal (RFP) SPE8EJ-18-R-0001. Performance under this contract shall be governed by the terms and conditions of SPE8EJ-18-R-0001, including amendments 0001 through 0011.

2. The resulting contracts represent a continuation of an existing program and the fifth (5 th) generation of the

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Special Operational Equipment (SOE) Tailored Logistics Support (TLS) Program for logistical support of military commands, federal agencies, and other authorized DLA customers located worldwide - e.g., from the continental United States to outlying regions such as Hawaii and Guam, Europe, Japan, Korea, Africa, and the Middle East. The resulting contracts will require support to all authorized customers worldwide. Under this program, there are estimated sales of $1.3 billion annually consisting of 27,000 orders and 51,000 lines to support 3,300 individual DoDAACS. The Department of Defense Activity Address Code (DoDAAC) is a six position code that uniquely identifies a Department of Defense unit, activity, or organization. NOTE: The Contracting Officer estimates, based on an analysis of historical data for the previous SOE TLSP, which had six contract holders, that the annual estimated number of delivery orders per contract holder for the previous contract was 1,600 and the annual estimated number of delivery locations per contract holder was 64. THIS INFORMATION WAS PROVIDED FOR INFORMATIONAL PURPOSES ONLY AND IS IN NO WAY A GUARANTEE THAT THESE FIGURES REPRESENT WHAT WILL BE REQUIRED UNDER THE RESULTING CONTRACTS.

3. DLA Troop Support is a Major Subordinate Command of the Defense Logistics Agency (DLA) and is a combat support activity whose objective is to continue, and to expand, its use of unique and innovative approaches for providing focused logistics support for its military and federal customers, as well as other authorized customers, including for special operational equipment requirements. Proposals were solicited for tailored logistics packages that, to the maximum extent practicable, will employ the techniques, advantages and economies of commercial business practices to reduce the total logistics cost to DLA Troop Support and its customers, and to provide rapid response, direct vendor delivery, advanced distribution, material management, total asset/in-transit visibility, and information fusion, in response to, and to the satisfaction of, DLA Troop Support customers' demands. Therefore, to the maximum extent practicable, the resulting contract(s) from this solicitation shall integrate the business practices of the commercial industry and military supply distribution systems.

4. The Contractor must be able to supply the special operational equipment items as described to all authorized customers worldwide. Customers will be Military Services / Department of Defense (DOD), other federal agencies, state and local governments, and other authorized customers of DLA Troop Support.

5. The exercise of options by the Contracting Officer is covered in FAR 52.217-9 entitled “Option to extend the term of the contract.” Acceptance of this clause was mandatory. Submission of a proposal/offer was considered the offeror's acceptance of the option provision.

6. Requests for supplies will be competed among awardees, except that the Government reserves the right to direct orders to a particular source under urgent circumstances, to meet contractual minimums, or to provide economy and efficiency as a logical follow-on to an order already issued in accordance with FAR 16.505(b)(2). Award decisions may be made either by line item or in their entirety. In addition, the contracting officer may choose to use reverse auctions for the competition of delivery orders as outlined in the Procurement Note COMPETING INDIVIDUAL DELIVERY ORDERS THROUGH ON-LINE REVERSE AUCTIONING. In accordance with FAR 16.505(b)(6), the following individual has been designated the delivery order ombudsman:

Mr. Robert Panichelle
DLA Troop Support
700 Robbins Avenue, Bldg. 6-D-026
Philadelphia, PA 19111
Telephone: 215-737-5855
Facsimile: 215-737-7401
Email: Robert.Panichelle@dla.mil

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7. The Berry Amendment and Buy American Act apply to this contract. Depending on the item being solicited during the post-award delivery order competition, the Berry Amendment or the Buy American Act requirements may apply. Note that for this procurement, the contractor shall only provide end items that are manufactured or substantially transformed in the United States or a Qualifying or Designated country, as set forth in FAR 25.003 and DFARS 225.003. Unless the Berry Amendment applies to the end item, the Contracting Officer may waive the requirement to supply U.S.- made, Qualifying or Designated country end product at his or her sole discretion under circumstances where offers of U.S.-made, Qualifying country, or Designated country end products from responsible offerors are either not received or are insufficient to fill the Government's requirements. Additionally, there are other procurement restrictions set forth in the regulations that may apply to certain specific products. The TLS Contractor must be aware of which provision applies at the time that they submit their offer during the post-award delivery order competition.

8. This contract is being issued as a 100% Total Small Business Set-Aside (SBSA). Under this acquisition, a small business concern may supply the product of both large and small businesses.

9. Subject contract is being awarded on the basis of F.O.B. Destination in accordance with FAR 47.303-6.

10. Invoicing and Payment:

- For purposes of receiving payment for material shipments (orders), the accepted electronic form for submission of payment requests and receiving reports is iRAPT in the Wide Area WorkFlow eBusiness Suite. Reference DFARS 252.232-7003 Electronic Submission of Payment Requests and Receiving Reports. TLS Contractors shall submit payment requests and receiving reports using iRAPT, in one of the following electronic formats that iRAPT accepts: Electronic Data Interchange, Secure File Transfer Protocol, or World Wide Web input. The Wide Area Workflow eBusiness Suite and iRAPT are available on the Internet at https://wawf.eb.mil/.
- Fast Payment and Prompt Payment Procedures shall be utilized. Fast Payment shall be in accordance with FAR 13.4 for delivery orders issued under any resultant contract valued up to $35,000 that have inspection and acceptance at destination and meet one of the following: customer direct, customer direct to a container consolidation point (CCP), or customer direct to a forward stocking location (FSL). Prompt Payment shall be utilized in accordance with FAR 32.9 for all other delivery orders. All delivery orders with incidental services shall utilize prompt payment.

11. The Surge & Sustainment Capability Assessment Plan (CAP) required for NSN items on the PEL having a Monthly Wartime Rate (MWR) submitted by the Awardee has been accepted by the Government. See Procurement Notes C06 Surge and Sustainment (S&S) Requirements (FEB 2017), L18 Surge and Sustainment (S&S) Requirements - Instructions to Offerors (FEB 2017), L19 Surge and Sustainment (S&S) - Capability Assessment Plan (CAP) (MAY 2017), and M07 Surge and Sustainment (S&S) Evaluation (FEB 2017). The items with S&S requirements are noted on the PEL with their MWRs in Attachment 1. During contract performance, the awardee may be requested to provide a CAP and comply with the applicable Procurement Notes should additional NSNs be identified as having specific Surge & Sustainment MWR requirements.

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

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

14. CONTRACTOR CODE OF BUSINESS ETHICS (FEB 2012) DLA TROOP SUPPORT

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Form (CONTINUED)

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

If this solicitation or contract includes FAR clause 52.203-13 - CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT; the contractor shall comply with the terms of the clause and have a written code of business ethics and conduct; exercise due diligence to prevent and detect criminal conduct; promote ethical conduct and a commitment to compliance with the law within their organization; and timely report any violations of federal criminal law involving fraud, conflict of interest, bribery or gratuity violations found in title 18 of the United States Code or any violations of the False Claims Act. (31 U.S.C. 3729-3733) **The Awardee must provide a copy of its written code of business ethics and conduct to the Contracting Officer within 30 days of contract award.**

15. In accordance with FAR 52.225-25, the awardee certified that the offeror and any person owned or controlled by the offeror does not engage in any activity for which sanctions may be imposed under section 5 of the Iran Sanctions Act.

16. Provisions, Clauses and Procurement Notes:
The following websites are provided to suppliers to obtain the full text of the FAR, DFARS, and DLAD provisions, clauses, and Procurement Notes listed below: https://www.acquisition.gov, http://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html, http://www.dla.mil/hq/acquisition/offers/DLAD.aspx and http://www.dla.mil/HQ/Acquisition/Offers/eProcurement.aspx.

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

This contract incorporates new mandatory clauses and updates other clauses. Acceptance of this contract constitutes acceptance of the these clauses.

17. FAR 52.211-14 Notice of Priority Rating for National Defense, Emergency Preparedness, and Energy Program Use and FAR 52.211-15 Defense Priority and Allocation Requirements are included in the solicitation and any resultant contracts. Though the basic contract is not rated, individual delivery orders may be rated.

(END OF NOTICE)

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Part 12 Clauses (CONTINUED)

Part 12 Clauses

52.212-4 Contract Terms and Conditions --Commercial Items (OCT 2018) FAR

(a) *Inspection/Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its postacceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) *Assignment.* The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (*e.g.,* use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) *Changes.* Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes.* This contract is subject to 41 U.S.C. chapter 71, Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions.* The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) *Invoice.* (1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include --

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

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Part 12 Clauses (CONTINUED)

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (*e.g.,* 52.232-33, Payment by Electronic Funds Transfer -- System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer --Other Than System for Award Management), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) *Patent indemnity.* The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) *Payment* --(1) *Items accepted.* Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) *Prompt payment.* The Government will make payment in accordance with the Prompt Payment Act (31 U.S. C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) *Electronic Funds Transfer (EFT).* If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) *Discount.* In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) *Overpayments.* If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall --

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the

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Part 12 Clauses (CONTINUED)

overpayment including the --

(A) Circumstances of the overpayment (*e.g.*, duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) *Interest.* (i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) *Final decisions.* The Contracting Officer will issue a final decision as required by 33.211 if --

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on --

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become

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Part 12 Clauses (CONTINUED)

payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title.* Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty.* The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability.* Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliances.* The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 41 U.S.C. 4712 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

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Part 12 Clauses (CONTINUED)

(s) *Order of precedence.* Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

(t) [Reserved]

(u) *Unauthorized Obligations.* (1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such clause is unenforceable against the Government.

(ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (*e.g.,* "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(v) *Incorporation by reference.* The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of clause)

ADDENDUM TO 52.212-4 CONTRACT TERMS AND CONDITIONS

52.203-3 GRATUITIES (APR 1984) FAR

252.203-7000 REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (SEP 2011) DFARS

252.203-7002 REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013) DFARS

252.203-7003 AGENCY OFFICE OF THE INSPECTOR GENERAL (AUG 2019) DFARS

252.203-7995 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS (NOV 2016) DFARS

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Part 12 Clauses (CONTINUED)

52.204-16 COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (AUG 2020) FAR

52.204-18 COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (AUG 2020) FAR

52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014) FAR

52.204-21 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (JUN 2016) FAR

252.204-7000 DISCLOSURE OF INFORMATION (OCT 2016) DFARS

252.204-7003 CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992) 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

252.204-7015 NOTICE OF AUTHORIZED DISCLOSURE OF INFORMATION FOR LITIGATION SUPPORT (MAY 2016) DFARS

252.204-7020 NOTICE OF NIST SP 800-171 DOD ASSESSMENT REQUIREMENTS (NOV 2020) DFARS

252.205-7000 PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS (DEC 1991) DFARS

52.208-9 CONTRACTOR USE OF MANDATORY SOURCES OF SUPPLY OR SERVICES (MAY 2014) FAR

52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018) FAR

(a) Definitions. As used in this provision -
“Administrative proceeding” means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.
“Federal contracts and grants with total value greater than $10,000,000” means -
(1) The total value of all current, active contracts and grants, including all priced options; and
(2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).
“Principal” means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).
(b) The offeror [ ] has [ ] does not have current active Federal contracts and grants with total value greater than $10,000,000.
(c) If the offeror checked “has” in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:
(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:
(i) In a criminal proceeding, a conviction.
(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more.
(iii) In an administrative proceeding, a finding of fault and liability that results in -
(A) The payment of a monetary fine or penalty of $5,000 or more; or
(B) The payment of a reimbursement, restitution, or damages in excess of $100,000.
(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

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Part 12 Clauses (CONTINUED)

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.
(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the Central Contractor Registration database via https://www.acquisition.gov (see 52.204-7).
(End of provision)

252.209-7004 SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A COUNTRY THAT IS A STATE SPONSOR OF TERRORISM (OCT 2020) DFARS

52.211-14 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE, EMERGENCY PREPAREDNESS, AND ENERGY USE PROGRAM (APR 2008) FAR

As prescribed in 11.604(a), insert the following provision:

Any contract awarded as a result of this solicitation will be [ ] DX rated order; [ ] DO rated order certified for national defense, emergency preparedness, and energy program use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation. [Contracting Officer check appropriate box.]

(End of provision)

52.211-15 DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS (APR 2008) FAR

52.211-16 VARIATION IN QUANTITY (OCT 2020) FAR

(a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) of this clause.

(b) The permissible variation shall be limited to:

0 Percent increase [Contracting Officer insert percentage]

0 Percent decrease [Contracting Officer insert percentage]

This increase or decrease shall apply to **ALL**.*

(End of clause)

252.211-7003 ITEM IDENTIFICATION AND VALUATION (MAR 2016) DFARS

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

“Automatic identification device” means a device, such as a reader or interrogator, used to retrieve data encoded on machine-readable media.

“Concatenated unique item identifier” means --

(1) For items that are serialized within the enterprise identifier, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise identifier; or

(2) For items that are serialized within the original part, lot, or batch number, the linking together of the unique identifier data elements in order of the issuing agency code; enterprise identifier; original part, lot, or batch number; and serial number within the original part, lot, or batch number.

“Data matrix” means a two-dimensional matrix symbology, which is made up of square or, in some cases, round modules arranged within a perimeter finder pattern and uses the Error Checking and Correction 200 (ECC200) specification found within International Standards Organization (ISO)/International Electrotechnical Commission (IEC) 16022.

“Data qualifier” means a specified character (or string of characters) that immediately precedes a data field that defines the general category or intended use of the data that follows.

“DoD recognized unique identification equivalent” means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at http://www.acq.osd.mil/dpap/pdi/uid/iuid_equivalents.html.

“DoD item unique identification” means a system of marking items delivered to DoD with unique item identifiers that have machine-readable data elements to distinguish an item from all other like and unlike items. For items that are serialized within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier and a unique serial number. For items that are serialized within the part, lot, or batch number within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier; the original part, lot, or batch number; and the serial number.

“Enterprise” means the entity (e.g., a manufacturer or vendor) responsible for assigning unique item identifiers to items.

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Part 12 Clauses (CONTINUED)

“Enterprise identifier” means a code that is uniquely assigned to an enterprise by an issuing agency.

“Government's unit acquisition cost” means --

(1) For fixed-price type line, subline, or exhibit line items, the unit price identified in the contract at the time of delivery;

(2) For cost-type or undefinitized line, subline, or exhibit line items, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery; and

(3) For items produced under a time-and-materials contract, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery.

“Issuing agency” means an organization responsible for assigning a globally unique identifier to an enterprise, as indicated in the Register of Issuing Agency Codes for ISO/IEC 15459, located at http://www.aimglobal.org/?Reg_Authority15459.

“Issuing agency code” means a code that designates the registration (or controlling) authority for the enterprise identifier.

“Item” means a single hardware article or a single unit formed by a grouping of subassemblies, components, or constituent parts.

“Lot or batch number” means an identifying number assigned by the enterprise to a designated group of items, usually referred to as either a lot or a batch, all of which were manufactured under identical conditions.

“Machine-readable” means an automatic identification technology media, such as bar codes, contact memory buttons, radio frequency identification, or optical memory cards.

“Original part number” means a combination of numbers or letters assigned by the enterprise at item creation to a class of items with the same form, fit, function, and interface.

“Parent item” means the item assembly, intermediate component, or subassembly that has an embedded item with a unique item identifier or DoD recognized unique identification equivalent.

“Serial number within the enterprise identifier” means a combination of numbers, letters, or symbols assigned by the enterprise to an item that provides for the differentiation of that item from any other like and unlike item and is never used again within the enterprise.

“Serial number within the part, lot, or batch number” means a combination of numbers or letters assigned by the enterprise to an item that provides for the differentiation of that item from any other like item within a part, lot, or batch number assignment.

“Serialization within the enterprise identifier” means each item produced is assigned a serial number that is unique among all the tangible items produced by the enterprise and is never used again. The enterprise is responsible for ensuring unique serialization within the enterprise identifier.

“Serialization within the part, lot, or batch number” means each item of a particular part, lot, or batch number is assigned a unique serial number within that part, lot, or batch number assignment. The enterprise is responsible for ensuring unique serialization within the part, lot, or batch number within the enterprise identifier.

“Type designation” means a combination of letters and numerals assigned by the Government to a major end item, assembly or subassembly, as appropriate, to provide a convenient means of differentiating between items having the same basic name and to indicate modifications and changes thereto.

“Unique item identifier” means a set of data elements marked on items that is globally unique and unambiguous. The term includes a concatenated unique item identifier or a DoD recognized unique identification equivalent.

“Unique item identifier type” means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at http://www.acq.osd.mil/dpap/pdi/uid/uii_types.html.

(b) The Contractor shall deliver all items under a contract line, subline, or exhibit line item.

(c) *Unique item identifier.*

(1) The Contractor shall provide a unique item identifier for the following:

(i) Delivered items for which the Government's unit acquisition cost is $5,000 or more, except for the following line items:

Contract Line, Subline, or Exhibit Line Item Number	Item Description

(ii) Items for which the Government's unit acquisition cost is less than $5,000 that are identified in the Schedule or the following table:

Contract Line, Subline, or Exhibit Line Item Number	Item Description

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Part 12 Clauses (CONTINUED)

Contract Line, Subline, or Exhibit Line Item Number	Item Description

(iii) Subassemblies, components, and parts embedded within delivered items, items with warranty requirements, DoD serially managed reparables and DoD serially managed nonreparables as specified in Attachment Number .

(iv) Any item of special tooling or special test equipment as defined in FAR 2.101 that have been designated for preservation and storage for a Major Defense Acquisition Program as specified in Attachment Number .

(v) Any item not included in (i), (ii), (iii), or (iv) for which the contractor creates and marks a unique item identifier for traceability.

(2) The unique item identifier assignment and its component data element combination shall not be duplicated on any other item marked or registered in the DoD Item Unique Identification Registry by the contractor.

(3) The unique item identifier component data elements shall be marked on an item using two dimensional data matrix symbology that complies with ISO/IEC International Standard 16022, Information technology - International symbology specification - Data matrix; ECC200 data matrix specification.

(4) *Data syntax and semantics of unique item identifiers.* The Contractor shall ensure that --

(i) The data elements (except issuing agency code) of the unique item identifier are encoded within the data matrix symbol that is marked on the item using one of the following three types of data qualifiers, as determined by the Contractor:

(A) Application Identifiers (AIs) (Format Indicator 05 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology - EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(B) Data Identifiers (DIs) (Format Indicator 06 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology - EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(C) Text Element Identifiers (TEIs) (Format Indicator 12 of ISO/IEC International Standard 15434), in accordance with the Air Transport Association Common Support Data Dictionary; and

(ii) The encoded data elements of the unique item identifier conform to the transfer structure, syntax, and coding of messages and data formats specified for Format Indicators 05, 06, and 12 in ISO/IEC International Standard 15434, Information Technology - Transfer Syntax for High Capacity Automatic Data Capture Media.

(5) *Unique item identifier.*

(i) The Contractor shall --

(A) Determine whether to --

(1) Serialize within the enterprise identifier;

(2) Serialize within the part, lot, or batch number; or

(3) Use a DoD recognized unique identification equivalent (e.g. Vehicle Identification Number); and

(B) Place the data elements of the unique item identifier (enterprise identifier; serial number; DoD recognized unique identification equivalent; and for serialization within the part, lot, or batch number only: original part, lot, or batch number) on items requiring marking by paragraph (c)(1) of this clause, based on the criteria provided in MIL-STD-130, Identification Marking of U.S. Military Property, latest version;

(C) Label shipments, storage containers and packages that contain uniquely identified items in accordance with the requirements of MIL-STD-129, Military Marking for Shipment and Storage, latest version; and

(D) Verify that the marks on items and labels on shipments, storage containers, and packages are machine readable and conform to the applicable standards. The contractor shall use an automatic identification technology device for this verification that has been programmed to the requirements of Appendix A, MIL-STD-130, latest version.

(ii) The issuing agency code --

(A) Shall not be placed on the item; and

(B) Shall be derived from the data qualifier for the enterprise identifier.

(d) For each item that requires item unique identification under paragraph (c)(1)(i), (ii), or (iv) of this clause or when item unique identification is provided under paragraph (c)(1)(v), in addition to the information provided as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the Contractor shall report at the time of delivery, as part of the Material Inspection and Receiving Report, the following information:

(1) Unique item identifier.

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Part 12 Clauses (CONTINUED)

(2) Unique item identifier type.

(3) Issuing agency code (if concatenated unique item identifier is used).

(4) Enterprise identifier (if concatenated unique item identifier is used).

(5) Original part number (if there is serialization within the original part number).

(6) Lot or batch number (if there is serialization within the lot or batch number).

(7) Current part number (optional and only if not the same as the original part number).

(8) Current part number effective date (optional and only if current part number is used).

(9) Serial number (if concatenated unique item identifier is used).

(10) Government's unit acquisition cost.

(11) Unit of measure.

(12) Type designation of the item as specified in the contract schedule, if any.

(13) Whether the item is an item of Special Tooling or Special Test Equipment.

(14) Whether the item is covered by a warranty.

(e) For embedded subassemblies, components, and parts that require DoD item unique identification under paragraph (c)(1)(iii) of this clause or when item unique identification is provided under paragraph (c)(1)(v), the Contractor shall report as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

(1) Unique item identifier of the parent item under paragraph (c)(1) of this clause that contains the embedded subassembly, component, or part.

(2) Unique item identifier of the embedded subassembly, component, or part.

(3) Unique item identifier type.**

(4) Issuing agency code (if concatenated unique item identifier is used).**

(5) Enterprise identifier (if concatenated unique item identifier is used).**

(6) Original part number (if there is serialization within the original part number).**

(7) Lot or batch number (if there is serialization within the lot or batch number).**

(8) Current part number (optional and only if not the same as the original part number).**

(9) Current part number effective date (optional and only if current part number is used).**

(10) Serial number (if concatenated unique item identifier is used).**

(11) Description.

** Once per item.

(f) The Contractor shall submit the information required by paragraphs (d) and (e) of this clause as follows:

(1) End items shall be reported using the receiving report capability in Wide Area WorkFlow (WAWF) in accordance with the clause at 252.232-7003. If WAWF is not required by this contract, and the contractor is not using WAWF, follow the procedures at http://dodprocurementtoolbox.com/site/uidregistry/.

(2) Embedded items shall be reported by one of the following methods --

(i) Use of the embedded items capability in WAWF;

(ii) Direct data submission to the IUID Registry following the procedures and formats at http://dodprocurementtoolbox.com/site/uidregistry/; or

(iii) Via WAWF as a deliverable attachment for exhibit line item number (fill in) , Unique Item Identifier Report for Embedded Items, Contract Data Requirements List, DD Form 1423.

(g) *Subcontracts*. If the Contractor acquires by subcontract, any item(s) for which item unique identification is required in accordance with paragraph (c)(1) of this clause, the Contractor shall include this clause, including this paragraph (g), in the applicable subcontract (s), including subcontracts for commercial items.

(End of clause)

252.211-7006 PASSIVE RADIO FREQUENCY IDENTIFICATION (DEC 2019) DFARS

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

“Advance shipment notice” means an electronic notification used to list the contents of a shipment of goods as well as additional information relating to the shipment, such as passive radio frequency identification (RFID) or item unique identification (IUID) information, order information, product description, physical characteristics, type of packaging, marking, carrier information, and configuration of goods within the

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Part 12 Clauses (CONTINUED)

transportation equipment.

“Bulk commodities” means the following commodities, when shipped in rail tank cars, tanker trucks, trailers, other bulk wheeled conveyances, or pipelines:

(1) Sand.

(2) Gravel.

(3) Bulk liquids (water, chemicals, or petroleum products).

(4) Ready-mix concrete or similar construction materials.

(5) Coal or combustibles such as firewood.

(6) Agricultural products such as seeds, grains, or animal feed.

“Case” means either a MIL-STD-129 defined exterior container within a palletized unit load or a MIL-STD-129 defined individual shipping container.

“Electronic Product Code™ (EPC)” means an identification scheme for universally identifying physical objects via RFID tags and other means. The standardized EPC data consists of an EPC (or EPC identifier) that uniquely identifies an individual object, as well as an optional filter value when judged to be necessary to enable effective and efficient reading of the EPC tags. In addition to this standardized data, certain classes of EPC tags will allow user-defined data. The EPC Tag Data Standards will define the length and position of this data, without defining its content.

“EPCglobal®” means a subscriber-driven organization comprised of industry leaders and organizations focused on creating global standards for the adoption of passive RFID technology.

“Exterior container” means a MIL-STD-129 defined container, bundle, or assembly that is sufficient by reason of material, design, and construction to protect unit packs and intermediate containers and their contents during shipment and storage. It can be a unit pack or a container with a combination of unit packs or intermediate containers. An exterior container may or may not be used as a shipping container.

“Palletized unit load” means a MIL-STD-129 defined quantity of items, packed or unpacked, arranged on a pallet in a specified manner and secured, strapped, or fastened on the pallet so that the whole palletized load is handled as a single unit. A palletized or skidded load is not considered to be a shipping container. A loaded 463L System pallet is not considered to be a palletized unit load. Refer to the Defense Transportation Regulation, DoD 4500.9-R, Part II, Chapter 203, for marking of 463L System pallets.

“Passive RFID tag” means a tag that reflects energy from the reader/interrogator or that receives and temporarily stores a small amount of energy from the reader/interrogator signal in order to generate the tag response. The only acceptable tags are EPC Class 1 passive RFID tags that meet the EPCglobal™ Class 1 Generation 2 standard.

“Radio frequency identification (RFID)” means an automatic identification and data capture technology comprising one or more reader/interrogators and one or more radio frequency transponders in which data transfer is achieved by means of suitably modulated inductive or radiating electromagnetic carriers.

“Shipping container” means a MIL-STD-129 defined exterior container that meets carrier regulations and is of sufficient strength, by reason of material, design, and construction, to be shipped safely without further packing (e.g., wooden boxes or crates, fiber and metal drums, and corrugated and solid fiberboard boxes).

(b)(1) Except as provided in paragraph (b)(2) of this clause, the Contractor shall affix passive RFID tags, at the case- and palletized-unit-load packaging levels, for shipments of items that --

(i) Are in any of the following classes of supply, as defined in DoD Manual 4140.01, Volume 6, DoD Supply Chain Materiel Management Procedures: Materiel Returns, Retention, and Disposition:

(A) Subclass of Class I - Packaged operational rations.

(B) Class II - Clothing, individual equipment, tentage, organizational tool kits, hand tools, and administrative and housekeeping supplies and equipment.

(C) Class IIIP - Packaged petroleum, lubricants, oils, preservatives, chemicals, and additives.

(D) Class IV - Construction and barrier materials.

(E) Class VI - Personal demand items (non-military sales items).

(F) Subclass of Class VIII - Medical materials (excluding pharmaceuticals, biologicals, and reagents - suppliers should limit the mixing of excluded and non-excluded materials).

(G) Class IX - Repair parts and components including kits, assemblies and subassemblies, reparable and consumable items required for maintenance support of all equipment, excluding medical-peculiar repair parts; and

(ii) Are being shipped to one of the locations listed at https://www.acq.osd.mil/log/sci/RFID_ship-to-locations.html or to --

(A) A location outside the contiguous United States when the shipment has been assigned Transportation Priority 1, or to --

(B) The following location(s) deemed necessary by the requiring activity:

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Part 12 Clauses (CONTINUED)

Contract Line, Subline, or Exhibit Line Item Number	Location Name	City	State	DoDAAC

(2) The following are excluded from the requirements of paragraph (b)(1) of this clause:

(i) Shipments of bulk commodities.

(ii) Shipments to locations other than Defense Distribution Depots when the contract includes the clause at FAR 52.213-1, Fast Payment Procedures.

(c) The Contractor shall --

(1) Ensure that the data encoded on each passive RFID tag are globally unique (i.e., the tag ID is never repeated across two or more RFID tags and conforms to the requirements in paragraph (d) of this clause;

(2) Use passive tags that are readable; and

(3) Ensure that the passive tag is affixed at the appropriate location on the specific level of packaging, in accordance with MIL-STD-129 (Section 4.9.2) tag placement specifications.

(d) *Data syntax and standards*. The Contractor shall encode an approved RFID tag using the instructions provided in the EPC™ Tag Data Standards in effect at the time of contract award. The EPC™ Tag Data Standards are available at http://www.gs1.org/epc-rfid.

(1) If the Contractor is an EPCglobal™ subscriber and possesses a unique EPC™ company prefix, the Contractor may use any of the identifiers and encoding instructions described in the most recent EPC™ Tag Data Standards document to encode tags.

(2) If the Contractor chooses to employ the DoD identifier, the Contractor shall use its previously assigned Commercial and Government Entity (CAGE) code and shall encode the tags in accordance with the tag identifier details located in the DoD Suppliers' Passive RFID Information Guide at http://www.acq.osd.mil/log/sci/ait.html. If the Contractor uses a third-party packaging house to encode its tags, the CAGE code of the third-party packaging house is acceptable.

(3) Regardless of the selected encoding scheme, the Contractor with which the Department holds the contract is responsible for ensuring that the tag ID encoded on each passive RFID tag is globally unique, per the requirements in paragraph (c)(1).

(e) *Advance shipment notice*. The Contractor shall use Wide Area WorkFlow (WAWF), as required by DFARS 252.232-7003, Electronic Submission of Payment Requests, to electronically submit advance shipment notice(s) with the RFID tag ID(s) (specified in paragraph (d) of this clause) in advance of the shipment in accordance with the procedures at https://wawf.eb.mil/.

(End of clause)

52.213-1 FAST PAYMENT PROCEDURE (MAY 2006) FAR

52.215-21 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA - MODIFICATIONS (OCT 2020) FAR

52.216-19 ORDER LIMITATIONS (OCT 1995) FAR

As prescribed in 16.506(b), insert a clause substantially the same as follows:

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than **No Minimum** [insert dollar figure or quantity], the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor --

(1) Any order for a single item in excess of **No Maximum** [insert dollar figure or quantity];

(2) Any order for a combination of items in excess of **N/A** [insert dollar figure or quantity]; or

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

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

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within **N/A** days after issuance, with written notice stating the

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Part 12 Clauses (CONTINUED)

Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-22 INDEFINITE QUANTITY (OCT 1995) FAR

As prescribed in 16.506(e), insert the following clause:

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

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

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

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after **180 days after award** [insert date].

(End of clause)

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

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

a) The Government may extend the term of this contract by written notice to the Contractor within **3** [insert the period of time within which the Contracting Officer may exercise the option]; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least **30** days [60 days unless a different number of days is inserted] before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed **10 Years** (months) (years).

(End of clause)

52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997) FAR

As prescribed in 23.303, insert the following clause:

(a) *“Hazardous material,”* as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material (If none, insert “None”)	Identification No.

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior

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Part 12 Clauses (CONTINUED)

to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to --

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

(End of Clause)

252.223-7001 HAZARD WARNING LABELS (DEC 1991) DFARS

As prescribed in 223.303, use the following clause:

(a) "Hazardous material," as used in this clause, is defined in the Hazardous Material Identification and Material Safety Data clause of this contract.

(b) The Contractor shall label the item package (unit container) of any hazardous material to be delivered under this contract in accordance with the Hazard Communication Standard (29 CFR 1910.1200 et seq). The Standard requires that the hazard warning label conform to the requirements of the standard unless the material is otherwise subject to the labelling requirements of one of the following statutes:

(1) Federal Insecticide, Fungicide and Rodenticide Act;

(2) Federal Food, Drug and Cosmetics Act;

(3) Consumer Product Safety Act;

(4) Federal Hazardous Substances Act; or

(5) Federal Alcohol Administration Act.

(c) The Offeror shall list which hazardous material listed in the Hazardous Material Identification and Material Safety Data clause of this contract will be labelled in accordance with one of the Acts in paragraphs (b)(1) through (5) of this clause instead of the Hazard Communication Standard. Any hazardous material not listed will be interpreted to mean that a label is required in accordance with the Hazard Communication Standard.

MATERIAL (If None, Insert "None.")	ACT

(d) The apparently successful Offeror agrees to submit, before award, a copy of the hazard warning label for all hazardous materials not listed in paragraph (c) of this clause. The Offeror shall submit the label with the Material Safety Data Sheet being furnished under the Hazardous Material Identification and Material Safety Data clause of this contract.

(e) The Contractor shall also comply with MIL-STD-129, Marking for Shipment and Storage (including revisions adopted during the term of this contract).

(End of clause)

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Part 12 Clauses (CONTINUED)

252.223-7008 PROHIBITION OF HEXAVALENT CHROMIUM (JUN 2013) DFARS

252.225-7001 BUY AMERICAN AND BALANCE OF PAYMENTS PROGRAM - BASIC (DEC 2017) DFARS

252.225-7002 QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS (DEC 2016) DFARS

252.225-7012 PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (DEC 2017) DFARS

252.225-7013 DUTY-FREE ENTRY (DEVIATION 2020-O0019) (JUL 2020) DFARS

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

“Component,” means any item supplied to the Government as part of an end product or of another component.

“Customs territory of the United States” means the 50 States, the District of Columbia, and Puerto Rico.

“Eligible product” means --

(i) “Designated country end product,” as defined in the Trade Agreements (either basic or alternate) clause of this contract;

(ii) “Free Trade Agreement country end product,” other than a “Bahrainian end product,” a “Moroccan end product,” a Panamanian end product,” or a “Peruvian end product,” as defined in the Buy American --Free Trade

Agreements --Balance of Payments Program (either basic or alternate II) clause of this contract, basic or its Alternate II;

(iii) “Free Trade Agreement country end product” other than a “Bahrainian end product,” “Korean end product,” “Moroccan end product,” “Panamanian end product,” or “Peruvian end product,” as defined in of the Buy American --Free Trade Agreements --Balance of Payments Program (either alternate IV or alternate V) clause of this contract.

“Qualifying country” and “qualifying country end product” have the meanings given in the Trade Agreements clause, the Buy American and Balance of Payments Program clause, or the Buy American --Free Trade Agreements --Balance of Payments Program clause of this contract, basic or alternate.

(b) Except as provided in paragraph (i) of this clause, or unless supplies were imported into the customs territory of the United States before the date of this contract or the applicable subcontract, the price of this contract shall not include any amount for duty on --

(1) End items that are eligible products or qualifying country end products;

(2) Components (including, without limitation, raw materials and intermediate assemblies) produced or made in qualifying countries, that are to be incorporated in U.S.- made end products to be delivered under this contract; or

(3) Other supplies for which the Contractor estimates that duty will exceed $300 per shipment into the customs territory of the United States.

(c) The Contractor shall --

(1) Claim duty-free entry only for supplies that the Contractor intends to deliver to the Government under this contract, either as end items or components of end items; and

(2) Pay duty on supplies, or any portion thereof, that are diverted to nongovernmental use, other than --

(i) Scrap or salvage; or

(ii) Competitive sale made, directed, or authorized by the Contracting Officer.

(d) Except as the Contractor may otherwise agree, the Government will execute duty-free entry certificates and will afford such assistance as appropriate to obtain the duty-free entry of supplies --

(1) For which no duty is included in the contract price in accordance with paragraph (b) of this clause; and

(2) For which shipping documents bear the notation specified in paragraph (e) of this clause.

(e) For foreign supplies for which the Government will issue duty-free entry certificates in accordance with this clause, shipping documents submitted to Customs shall --

(1) Consign the shipments to the appropriate --

(i) Military department in care of the Contractor, including the Contractor's delivery address; or

(ii) Military installation; and

(2) Include the following information:

(i) Prime contract number and, if applicable, delivery order number.

(ii) Number of the subcontract for foreign supplies, if applicable.

(iii) Identification of the carrier.

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Part 12 Clauses (CONTINUED)

(iv)(A) For direct shipments to a U.S. military installation, the notation: "UNITED STATES GOVERNMENT, DEPARTMENT OF DEFENSE Duty-Free Entry to be claimed pursuant to Section XXII, Chapter 98, Subchapter VIII, Item 9808.00.30 of the Harmonized Tariff Schedule of the United States. Upon arrival of shipment at the appropriate port of entry, District Director of Customs, please release shipment under 19 CFR Part 142 and notify Commander, Defense Contract Management Agency (DCMA) New York, ATTN: Customs Team, DCMAE-GNTF, 201 Varick Street, Room 905C, New York, New York 10014, for execution of Customs Form 7501, 7501A, or 7506 and any required duty-free entry certificates."

(B) If the shipment will be consigned to other than a military installation, e.g., a domestic contractor's plant, the shipping document notation shall be altered to include the name and address of the contractor, agent, or broker who will notify Commander, DCMA New York, for execution of the duty-free entry certificate. (If the shipment will be consigned to a contractor's plant and no duty-free entry certificate is required due to a trade agreement, the Contractor shall claim duty-free entry under the applicable trade agreement and shall comply with the U.S. Customs Service requirements. No notification to Commander, DCMA New York, is required.)

(v) Gross weight in pounds (if freight is based on space tonnage, state cubic feet in addition to gross shipping weight).

(vi) Estimated value in U.S. dollars.

(vii) Activity address number of the contract administration office administering the prime contract, e.g., for DCMA Dayton, S3605A.

(f) Preparation of customs forms.

(1)(i) Except for shipments consigned to a military installation, the Contractor shall --

(A) Prepare any customs forms required for the entry of foreign supplies into the customs territory of the United States in connection with this contract; and

(B) Submit the completed customs forms to the District Director of Customs, with a copy to DCMA NY for execution of any required duty-free entry certificates.

(ii) Shipments consigned directly to a military installation will be released in accordance with sections 10.101 and 10.102 of the U.S. Customs regulations.

(2) For shipments containing both supplies that are to be accorded duty-free entry and supplies that are not, the Contractor shall identify on the customs forms those items that are eligible for duty-free entry.

(g) The Contractor shall --

(1) Prepare (if the Contractor is a foreign supplier), or shall instruct the foreign supplier to prepare, a sufficient number of copies of the bill of lading (or other shipping document) so that at least two of the copies accompanying the shipment will be available for use by the District Director of Customs at the port of entry;

(2) Consign the shipment as specified in paragraph (e) of this clause; and

(3) Mark on the exterior of all packages --

(i) "UNITED STATES GOVERNMENT, DEPARTMENT OF DEFENSE"; and

(ii) The activity address number of the contract administration office administering the prime contract.

(h) The Contractor shall notify the Administrative Contracting Officer (ACO) in writing of any purchase of eligible products or qualifying country supplies to be accorded duty-free entry, that are to be imported into the customs territory of the United States for delivery to the Government or for incorporation in end items to be delivered to the Government. The Contractor shall furnish the notice to the ACO immediately upon award to the supplier and shall include in the notice --

(1) The Contractor's name, address, and Commercial and Government Entity (CAGE) code;

(2) Prime contract number and, if applicable, delivery order number;

(3) Total dollar value of the prime contract or delivery order;

(4) Date of the last scheduled delivery under the prime contract or delivery order;

(5) Foreign supplier's name and address;

(6) Number of the subcontract for foreign supplies;

(7) Total dollar value of the subcontract for foreign supplies;

(8) Date of the last scheduled delivery under the subcontract for foreign supplies;

(9) List of items purchased;

(10) An agreement that the Contractor will pay duty on supplies, or any portion thereof, that are diverted to nongovernmental use other than --

(i) Scrap or salvage; or

(ii) Competitive sale made, directed, or authorized by the Contracting Officer;

(11) Country of origin; and

(12) Scheduled delivery date(s).

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Part 12 Clauses (CONTINUED)

(i) This clause does not apply to purchases of eligible products or qualifying country supplies in connection with this contract if --

(1) The supplies are identical in nature to supplies purchased by the Contractor or any subcontractor in connection with its commercial business; and

(2) It is not economical or feasible to account for such supplies so as to ensure that the amount of the supplies for which duty-free entry is claimed does not exceed the amount purchased in connection with this contract.

(j) Subcontracts. The Contractor shall --

(1) Insert the substance of this clause, including this paragraph (j), in all subcontracts for --

(i) Qualifying country components; or

(ii) Nonqualifying country components for which the Contractor estimates that duty will exceed $200 per unit;

(2) Require subcontractors to include the number of this contract on all shipping documents submitted to Customs for supplies for which duty-free entry is claimed pursuant to this clause; and

(3) Include in applicable subcontracts --

(i) The name and address of the ACO for this contract;

(ii) The name, address, and activity address number of the contract administration office specified in this contract; and

(iii) The information required by paragraphs (h)(1), (2), and (3) of this clause.

(End of clause)

252.225-7015 RESTRICTION ON ACQUISITION OF HAND OR MEASURING TOOLS (JUN 2005) DFARS

252.225-7017 PHOTOVOLTAIC DEVICES (DEVIATION 2020-O0019) (JUL 2020) DFARS

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

“Bahrainian photovoltaic device” means a photovoltaic device that --

(1) Is wholly manufactured in Bahrain; or

(2) In the case of a photovoltaic device that consists in whole or in part of materials from another country, has been substantially transformed in Bahrain into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed, provided that the photovoltaic device is not subsequently substantially transformed outside of Bahrain.

“Caribbean Basin country photovoltaic device” means a photovoltaic device that

(1) Is wholly manufactured in a Caribbean Basin country; or

(2) In the case of a photovoltaic device that consists in whole or in part of materials from another country, has been substantially transformed in a Caribbean Basin country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed, provided that the photovoltaic device is not subsequently substantially transformed outside of a Caribbean Basin country.

“Designated country” means --

(1) A World Trade Organization Government Procurement Agreement (WTO GPA) country (Armenia, Aruba, Australia, Austria, Belgium, Bulgaria, Canada,Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Moldova, Montenegro, Netherlands, New Zealand, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Taiwan (known in the World Trade Organization as “the Separate Customs Territory of Taiwan, Penghu, Kinmen, and Matsu” (Chinese Taipei)), Ukraine, or the United Kingdom);

(2) A Free Trade Agreement country (Australia, Bahrain, Chile, Colombia, Costa Rica, Dominican Republic, El Salvador, Guatemala, Honduras, Korea (Republic of), Mexico, Morocco, Nicaragua, Panama, Peru, or Singapore);

(3) A least developed country (Afghanistan, Angola, Bangladesh, Benin, Bhutan, Burkina Faso, Burundi, Cambodia, Central African Republic, Chad, Comoros, Democratic Republic of Congo, Djibouti, Equatorial Guinea, Eritrea, Ethiopia, Gambia, Guinea, Guinea-Bissau, Haiti, Kiribati, Laos, Lesotho, Liberia, Madagascar, Malawi, Mali, Mauritania, Mozambique, Nepal, Niger, Rwanda, Samoa, Sao Tome and Principe, Senegal, Sierra Leone, Solomon Islands, Somalia, South Sudan, Tanzania, Timor-Leste, Togo, Tuvalu, Uganda, Vanuatu, Yemen, or Zambia); or

(4) A Caribbean Basin country (Antigua and Barbuda, Aruba, Bahamas, Barbados, Belize, Bonaire, British Virgin Islands, Curacao, Dominica, Grenada, Guyana, Haiti, Jamaica, Montserrat, Saba, St. Kitts and Nevis, St. Lucia, St. Vincent and the Grenadines, Sint Eustatius, Sint Maarten, or Trinidad and Tobago).

“Designated country photovoltaic device” means a WTO GPA country photovoltaic device, a Free Trade Agreement country photovoltaic device, a least developed country photovoltaic device, or a Caribbean Basin country photovoltaic device.

“Domestic photovoltaic device” means a photovoltaic device that is manufactured in the United States

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Part 12 Clauses (CONTINUED)

“Foreign photovoltaic device” means a photovoltaic device other than a domestic photovoltaic device.

“Free Trade Agreement country” means Australia, Bahrain, Chile, Colombia, Costa Rica, Dominican Republic, El Salvador, Guatemala, Honduras, Korea (Republic of), Mexico, Morocco, Nicaragua, Panama, Peru, or Singapore.

“Free Trade Agreement country photovoltaic device” means a photovoltaic device that --

(1) Is wholly manufactured in a Free Trade Agreement country; or

(2) In the case of a photovoltaic device that consists in whole or in part of materials from another country, has been substantially transformed in a Free Trade Agreement country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed, provided that the photovoltaic device is not subsequently substantially transformed outside of a Free Trade Agreement country.

“Korean photovoltaic device” means a photovoltaic device that --

(1) Is wholly manufactured in Korea (Republic of); or

(2) In the case of a photovoltaic device that consists in whole or in part of materials from another country, has been substantially transformed in Korea (Republic of) into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed, provided that the photovoltaic device is not subsequently substantially transformed outside of Korea (Republic of).

“Least developed country photovoltaic device” means a photovoltaic device that --

(1) Is wholly manufactured in a least developed country; or

(2) In the case of a photovoltaic device that consists in whole or in part of materials from another country, has been substantially transformed in a least developed country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed, provided that the photovoltaic device is not subsequently substantially transformed outside of a least developed country.

“Moroccan photovoltaic device” means a photovoltaic device that --

(1) Is wholly manufactured in Morocco; or

(2) In the case of a photovoltaic device that consists in whole or in part of materials from another country, has been substantially transformed in Morocco into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed, provided that the photovoltaic device is not subsequently substantially transformed outside of Morocco.

“Panamanian photovoltaic device” means a photovoltaic device that --

(1) Is wholly manufactured in Panama; or

(2) In the case of a photovoltaic device that consists in whole or in part of materials from another country, has been substantially transformed in Panama into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed, provided that the photovoltaic device is not subsequently substantially transformed outside of Panama.

“Peruvian photovoltaic device” means a photovoltaic device that --

(1) Is wholly manufactured in Peru; or

(2) In the case of a photovoltaic device that consists in whole or in part of materials from another country, has been substantially transformed in Peru into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed, provided that the photovoltaic device is not subsequently substantially transformed outside of Peru.

"Photovoltaic device" means a device that converts light directly into electricity through a solid-state, semiconductor process.

“Qualifying country” means a country with a reciprocal defense procurement memorandum of understanding or international agreement with the United States in which both countries agree to remove barriers to purchases of supplies produced in the other country or services performed by sources of the other country, and the memorandum or agreement complies, where applicable, with the requirements of section 36 of the Arms Export Control Act (22 U.S.C. 2776) and with 10 U.S.C. 2457. Accordingly, the following are qualifying countries:

Australia

Austria

Belgium

Canada

Czech Republic

Denmark

Egypt

Estonia

Finland

France

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Part 12 Clauses (CONTINUED)

Germany
Greece
Israel
Italy
Japan
Latvia
Luxembourg
Netherlands
Norway
Poland
Portugal
Slovenia
Spain
Sweden
Switzerland
Turkey
United Kingdom of Great Britain and Northern Ireland.

“Qualifying country photovoltaic device” means a photovoltaic device manufactured in a qualifying country.

“United States” means the 50 States, the District of Columbia, and outlying areas.

“U.S.-made photovoltaic device” means a photovoltaic device that

(1) Is manufactured in the United States; or

(2) Is substantially transformed in the United States into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed, provided that the photovoltaic device is not subsequently substantially transformed outside of the United States.

“WTO GPA country photovoltaic device” means a photovoltaic device that

(1) Is wholly manufactured in a WTO GPA country; or

(2) In the case of a photovoltaic device that consists in whole or in part of materials from another country, has been substantially transformed in a WTO GPA country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed, provided that the photovoltaic device is not subsequently substantially transformed outside of a WTO GPA country.

(b) This clause implements section 846 of the National Defense Authorization Act for Fiscal Year 2011 (Pub. L. 111-383).

(c) *Restriction.* If the Contractor specified in its offer in the Photovoltaic Devices --Certificate provision of the solicitation that the estimated value of the photovoltaic devices to be utilized in performance of this contract would be --

(1) More than the micro-purchase threshold but less than $83,099, then the Contractor shall utilize only domestic photovoltaic devices unless, in its offer, it specified utilization of qualifying country or other foreign photovoltaic devices in paragraph (d)(2) of the Photovoltaic Devices --Certificate provision of the solicitation.

(2) $83,099 or more but less than $100,000, then the Contractor shall utilize under this contract only domestic photovoltaic devices unless, in its offer, it specified utilization of Free Trade Agreement country photovoltaic devices (other than Bahrainian, Korean, Moroccan, Panamanian, or Peruvian photovoltaic devices), qualifying country photovoltaic devices, or other foreign photovoltaic devices in paragraph (d)(4) of the Photovoltaic Devices --Certificate provision of the solicitation. If the Contractor certified in its offer that it will utilize a Free Trade Agreement country photovoltaic device (other than a Bahrainian, Korean, Moroccan, Panamanian, or Peruvian photovoltaic device) or a qualifying country photovoltaic device, then the Contractor shall utilize a Free Trade Agreement country photovoltaic device (other than a Bahrainian, Korean, Moroccan, Panamanian, or Peruvian photovoltaic device) or a qualifying country photovoltaic device; or, at the Contractor's option, a domestic photovoltaic device;

(3) $100,000 or more but less than $182,000, then the Contractor shall utilize under this contract only domestic photovoltaic devices, unless, in its offer it specified utilization of Free Trade Agreement country photovoltaic devices (other than Bahrainian, Moroccan, Panamanian, or Peruvian photovoltaic devices), qualifying country photovoltaic devices, or other foreign photovoltaic devices in paragraph (d)(5) of the Photovoltaic Devices --Certificate provision of the solicitation. If the Contractor certified in its offer that it will utilize a Free Trade Agreement country photovoltaic device (other than a Bahrainian, Moroccan, Panamanian, or Peruvian photovoltaic device) or a qualifying country photovoltaic device, then the Contractor shall utilize a Free Trade Agreement country photovoltaic device (other than a Bahrainian, Moroccan, Panamanian, or Peruvian photovoltaic device) or a qualifying country photovoltaic device; or, at the Contractor's option, a domestic photovoltaic device; or

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Part 12 Clauses (CONTINUED)

(4) $182,000 or more, then the Contractor shall utilize under this contract only U.S.-made, designated country, or qualifying country photovoltaic devices.

(End of clause)

252.225-7040 CONTRACTOR PERSONNEL SUPPORTING U.S. ARMED FORCES DEPLOYED OUTSIDE THE UNITED STATES (OCT 2015) DFARS

252.225-7041 CORRESPONDENCE IN ENGLISH (JUN 1997) DFARS

252.225-7043 ANTITERRORISM/FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES (JUN 2015) DFARS

(a) *Definition*. "United States," as used in this clause, means, the 50 States, the District of Columbia, and outlying areas.

(b) Except as provided in paragraph (c) of this clause, the Contractor and its subcontractors, if performing or traveling outside the United States under this contract, shall

(1) Affiliate with the Overseas Security Advisory Council, if the Contractor or subcontractor is a U.S. entity;

(2) Ensure that Contractor and subcontractor personnel who are U.S. nationals and are in-country on a non-transitory basis, register with the U.S. Embassy, and that Contractor and subcontractor personnel who are third country nationals comply with any security related requirements of the Embassy of their nationality;

(3) Provide, to Contractor and subcontractor personnel, antiterrorism/force protection awareness information commensurate with that which the Department of Defense (DoD) provides to its military and civilian personnel and their families, to the extent such information can be made available prior to travel outside the United States; and

(4) Obtain and comply with the most current antiterrorism/force protection guidance for Contractor and subcontractor personnel.

(c) The requirements of this clause do not apply to any subcontractor that is

(1) A foreign government;

(2) A representative of a foreign government; or

(3) A foreign corporation wholly owned by a foreign government.

(d) Information and guidance pertaining to DoD antiterrorism/force protection can be obtained from *(Contracting Officer to insert applicable information cited in* PGI 225.372-1 *(* DFARS/PGI view *))*.

(End of clause)

252.225-7048 EXPORT CONTROLLED ITEMS (JUN 2013) DFARS

252.225-7980 CONTRACTOR PERSONNEL PERFORMING IN THE UNITED STATES AFRICA COMMAND AREA OF RESPONSIBILITY (DEVIATION 2016-O0008) (JUN 2016) DFARS

252.225-7987 REQUIREMENTS FOR CONTRACTOR PERSONNEL PERFORMING IN USSOUTHCOM AREA OF RESPONSIBILITY (DEVIATION 2014-O0016) (Oct 2014) DFARS

252.225-7993 PROHIBITION ON PROVIDING FUNDS TO THE ENEMY (DEVIATION 2020-O0022) (AUG 2020) DFARS

(a) The Contractor shall --

(1) Exercise due diligence to ensure that none of the funds, including supplies and services, received under this contract are provided directly or indirectly (including through subcontracts) to a person or entity who is actively opposing United States or Coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities;

(2) Check the list of prohibited/restricted sources in the System for Award Management (SAM) at www.sam.gov --

(i) Prior to subcontract award; and

(ii) At least on a monthly basis; and

(3) Terminate or void in whole or in part any subcontract with a person or entity listed in SAM as a prohibited or restricted source pursuant to section 841 of the National Defense Authorization Act for Fiscal Year 2015 (Pub. L. 113-291), as amended, unless the Contracting Officer provides to the Contractor written approval of the head of the contracting activity to continue the subcontract.

(b) The Head of the Contracting Activity has the authority to --

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Part 12 Clauses (CONTINUED)

(1) Terminate this contract for default, in whole or in part, if the Head of the Contracting Activity determines in writing that the contractor failed to exercise due diligence, as required by paragraph (a) of this clause; or

(2)(i) Void this contract, in whole or in part, if the Head of the Contracting Activity determines in writing that any funds received under this contract have been provided directly or indirectly to a person or entity who is actively opposing United States or Coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities.

(ii) When voided in whole or in part, a contract is unenforceable as contrary to public policy, either in its entirety or with regard to a segregable task or effort under the contract, respectively.

(c) The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts, including subcontracts for commercial items, under this contract that have an estimated value over $50,000 and will be performed outside the United States and its outlying areas.

(End of clause

252.225-7995 CONTRACTOR PERSONNEL PERFORMING IN THE UNITED STATES CENTRAL COMMAND AREA OF RESPONSIBILITY (DEV 2017-O0004) (SEPT 2017) DFARS

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

252.227-7037 VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA (JUN 2013) DFARS

52.229-12 Tax on Certain Foreign Procurements (Jun 2020) FAR

52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013) FAR

252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS (DEC 2018) DFARS

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (DEC 2018) DFARS

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

"Department of Defense Activity Address Code (DoDAAC)" is a six position code that uniquely identifies a unit, activity, or organization.

"Document type" means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

"Local processing office (LPO)" is the office responsible for payment certification when payment certification is done external to the entitlement system.

(b) *Electronic invoicing.* The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) *WAWF access.* To access WAWF, the Contractor shall-

(1) Have a designated electronic business point of contact in the System for Award Management at https://www.acquisition.gov; and

(2) Be registered to use WAWF at https://wawf.eb.mil/ following the step-by-step procedures for self-registration available at this web site.

(d) *WAWF training.* The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the "Web Based Training" link on the WAWF home page at https://wawf.eb.mil/

(e) *WAWF methods of document submission.* Document submissions may be via web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) *WAWF payment instructions.* The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

(1) *Document type.* The Contractor shall use the following document type(s).

N/A

(Contracting Officer: Insert applicable document type(s).

Note: If a "Combo" document type is identified but not supportable by the Contractor's business systems, an "Invoice" (stand-alone) and "Receiving Report" (stand-alone) document type may be used instead.)

(2) *Inspection/acceptance location.* The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified

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Part 12 Clauses (CONTINUED)

by the contracting officer.

Destination

(Contracting Officer: Insert inspection and acceptance locations or "Not applicable.")

(3) *Document routing.* The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	
Issue By DoDAAC	
Admin DoDAAC	
Inspect By DoDAAC	
Ship To Code	
Ship From Code	
Mark For Code	
Service Approver (DoDAAC)	
Service Acceptor (DoDAAC)	
Accept at Other DoDAAC	
LPO DoDAAC	
DCAA Auditor DoDAAC	
Other DoDAAC(s)	

*(*Contracting Officer: Insert applicable DoDAAC information or "See schedule" if multiple ship to/acceptance locations apply, or "Not applicable.")*

(4) *Payment request and supporting documentation.* The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) *WAWF email notifications.* The Contractor shall enter the e-mail address identified below in the "Send Additional Email Notifications" field of WAWF once a document is submitted in the system.

N/A

(Contracting Officer: Insert applicable email addresses or "Not applicable.")

(g) *WAWF point of contact.*

(1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

N/A

(Contracting Officer: Insert applicable information or "Not applicable.")

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

(End of clause)

252.232-7010 LEVIES ON CONTRACT PAYMENTS (DEC 2006) DFARS

52.233-3 PROTEST AFTER AWARD (AUG 1996) FAR

252.239-7017 NOTICE OF SUPPLY CHAIN RISK (SEP 2018) (DEVIATION 2018-O0020) DFARS

Use the following provision, in lieu of the provision at DFARS 252.239-7017, in all solicitations, including solicitations using FAR part 12 procedures for the acquisition of commercial items, for information technology, whether acquired as a service or as a supply, that is a covered system, is a part of a covered system, or is in support of a covered system, as defined at 239.7301 (DEVIATION 2018-O0020):

NOTICE OF SUPPLY CHAIN RISK (SEP 2018) (DEVIATION 2018-O0020)

(a) *Definition*. As used in this provision --

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Part 12 Clauses (CONTINUED)

"Supply chain risk," means the risk that an adversary may sabotage, maliciously introduce unwanted function, or otherwise subvert the design, integrity, manufacturing, production, distribution, installation, operation, or maintenance of a a covered system so as to surveil, deny, disrupt, or otherwise degrade the function, use, or operation of such system (see 10 U.S.C. 2339a).

(b) In order to manage supply chain risk, the Government may use the authorities provided by 10 U.S.C. 2339a. In exercising these authorities, the Government may consider information, public and non-public, including all-source intelligence, relating to an offeror and its supply chain.

(c) If the Government exercises the authority provided in 10 U.S.C. 2339a to limit disclosure of information, no action undertaken by the Government under such authority shall be subject to review in a bid protest before the Government Accountability Office or in any Federal court.

(End of provision)

252.239-7018 SUPPLY CHAIN RISK (SEP 2018) (DEVIATION 2018-O0020) DFARS

Use the following clause, in lieu of the clause at DFARS 252.239-7018, in all solicitations and contracts, including solicitations and contracts using FAR part 12 procedures for the acquisition of commercial items, for information technology, whether acquired as a service or as a supply, that is a covered system, is a part of a covered system, or is in support of a covered system, as defined at 239.7301 (DEVIATION 2018-O0020):

SUPPLY CHAIN RISK (SEP 2018) (DEVIATION 2018-O0020)

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

"Information technology" (see 40 U.S.C 11101(6)) means, in lieu of the definition at FAR 2.1, any equipment, or interconnected system(s) or subsystem(s) of equipment, that is used in the automatic acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information by the agency.

(1) For purposes of this definition, equipment is used by an agency if the equipment is used by the agency directly or is used by a contractor under a contract with the agency that requires --

(i) Its use; or

(ii) To a significant extent, its use in the performance of a service or the furnishing of a product.

(2) The term "information technology" includes computers, ancillary equipment (including imaging peripherals, input, output, and storage devices necessary for security and surveillance), peripheral equipment designed to be controlled by the central processing unit of a computer, software, firmware and similar procedures, services (including support services), and related resources.

(3) The term "information technology" does not include any equipment acquired by a contractor incidental to a contract.

"Supply chain risk," means the risk that an adversary may sabotage, maliciously introduce unwanted function, or otherwise subvert the design, integrity, manufacturing, production, distribution, installation, operation, or maintenance of a

covered system so as to surveil, deny, disrupt, or otherwise degrade the function, use, or operation of such system (see 10 U.S.C. 2339a).

(b) The Contractor shall mitigate supply chain risk in the provision of supplies and services to the Government.

(c) In order to manage supply chain risk, the Government may use the authorities provided by 10 U.S.C. 2339a. In exercising these authorities, the Government may consider information, public and non-public, including all-source intelligence, relating to a Contractor's supply chain.

(d) If the Government exercises the authority provided in 10 U.S.C. 2339a to limit disclosure of information, no action undertaken by the Government under such authority shall be subject to review in a bid protest before the Government Accountability Office or in any Federal court.

(End of clause)

52.242-13 BANKRUPTCY (JUL 1995) FAR

52.242-15 STOP-WORK ORDER (AUG 1989) FAR

252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENTS (DEC 2012) DFARS

As prescribed in 243.205-71, use the following clause:

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Part 12 Clauses (CONTINUED)

(a) The amount of any request for equitable adjustment to contract terms shall accurately reflect the contract adjustment for which the Contractor believes the Government is liable. The request shall include only costs for performing the change, and shall not include any costs that already have been reimbursed or that have been separately claimed. All indirect costs included in the request shall be properly allocable to the change in accordance with applicable acquisition regulations.

(b) In accordance with 10 U.S.C. 2410(a), any request for equitable adjustment to contract terms that exceeds the simplified acquisition threshold shall bear, at the time of submission, the following certificate executed by an individual authorized to certify the request on behalf of the Contractor:

I certify that the request is made in good faith, and that the supporting data are accurate and complete to the best of my knowledge and belief.

(Official's Name)

(Title)

(c) The certification in paragraph (b) of this clause requires full disclosure of all relevant facts, including

(1) Certified cost or pricing data, if required, in accordance with subsection 15.403-4 of the Federal Acquisition Regulation (FAR); and

(2) Data other than certified cost or pricing data, in accordance with subsection 15.403-3 of the FAR, including actual cost data and data to support any estimated costs, even if certified cost or pricing data are not required.

(d) The certification requirement in paragraph (b) of this clause does not apply to

(1) Requests for routine contract payments; for example, requests for payment for accepted supplies and services, routine vouchers under a cost-reimbursement type contract, or progress payment invoices; or

(2) Final adjustments under an incentive provision of the contract.

(End of clause)

252.244-7000 SUBCONTRACTS FOR COMMERCIAL ITEMS (JUN 2013) DFARS

252.246-7003 NOTIFICATION OF POTENTIAL SAFETY ISSUES (JUN 2013) DFARS

52.247-34 F.O.B. DESTINATION (NOV 1991) FAR

252.247-7023 TRANSPORATION OF SUPPLIES BY SEA -- BASIC (FEB 2019) DFARS

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

“Components” means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.

“Department of Defense” (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.

“Foreign-flag vessel” means any vessel that is not a U.S.-flag vessel.

“Ocean transportation” means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.

“Subcontractor” means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract.

“Supplies” means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.

(i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

(ii) “Supplies” includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

“U.S.-flag vessel” means a vessel of the United States or belonging to the United States, including any vessel registered or having national

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Part 12 Clauses (CONTINUED)

status under the laws of the United States.

(b)(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.

(2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if --

(i) This contract is a construction contract; or

(ii) The supplies being transported are --

(A) Noncommercial items; or

(B) Commercial items that --

(1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);

(2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that --

(1) U.S.-flag vessels are not available for timely shipment;

(2) The freight charges are inordinately excessive or unreasonable; or

(3) Freight charges are higher than charges to private persons for transportation of like goods.

(d) The Contractor must submit any request for use of foreign-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum --

(1) Type, weight, and cube of cargo;

(2) Required shipping date;

(3) Special handling and discharge requirements;

(4) Loading and discharge points;

(5) Name of shipper and consignee;

(6) Prime contract number; and

(7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

(e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Maritime Administration, Office of Cargo Preference, U.S. Department of Transportation, 400 Seventh Street SW, Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information:

(1) Prime contract number;

(2) Name of vessel;

(3) Vessel flag of registry;

(4) Date of loading;

(5) Port of loading;

(6) Port of final discharge;

(7) Description of commodity;

(8) Gross weight in pounds and cubic feet if available;

(9) Total ocean freight in U.S. dollars; and

(10) Name of steamship company.

(f) If this contract exceeds the simplified acquisition threshold, the Contractor shall provide with its final invoice under this contract a representation that to the best of its knowledge and belief --

(1) No ocean transportation was used in the performance of this contract;

(2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;

(3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all foreign-flag ocean transportation; or

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Part 12 Clauses (CONTINUED)

(4) Ocean transportation was used and some or all of the shipments were made on foreign-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

*	ITEM DESCRIPTION	CONTRACT LINE ITEMS	QUANTITY
TOTAL			

(g) If this contract exceeds the simplified acquisition threshold and the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of foreign-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

(h) If the Contractor indicated in response to the solicitation provision, Representation of Extent of Transportation by Sea, that it did not anticipate transporting by sea any supplies; however, after the award of this contract, the Contractor learns that supplies will be transported by sea, the Contractor shall --

(1) Notify the Contracting Officer of that fact; and

(2) Comply with all the terms and conditions of this clause.

(i) In the award of subcontracts, for the types of supplies described in paragraph (b)(2) of this clause, including subcontracts for commercial items, the Contractor shall flow down the requirements of this clause as follows:

(1) The Contractor shall insert the substance of this clause, including this paragraph (i), in subcontracts that exceed the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.

(2) The Contractor shall insert the substance of paragraphs (a) through (e) of this clause, and this paragraph (i), in subcontracts that are at or below the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.

(End of clause)

52.253-1 COMPUTER GENERATED FORMS (JAN 1991) FAR

252.204-7018 PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES (DEC 2019) DFARS

PROCUREMENT NOTES

C01 SUPERSEDED PART NUMBERED ITEMS (SEP 2016)

C02 MANUFACTURING PHASE OUT OR DISCONTINUATION OF PRODUCTION, DIMINISHING SOURCES, AND OBSOLETE MATERIALS OR COMPONENTS (DEC 2016)

C03 CONTRACTOR RETENTION OF SUPPLY CHAIN TRACEABILITY DOCUMENTATION (JUN 2020)

C06 Surge and Sustainment (S&S) Requirements (FEB 2017)

(1) Definitions.

"Surge and sustainment (S&S)" means increased quantities and accelerated delivery rates required to meet Military Service requisitions across a broad spectrum of contingencies. The increased quantity and accelerated delivery rate are above and beyond the normal peacetime requirements. S&S quantities are identified as MWR, D1-D6 schedule, or a surge quantity event.

"Capability Assessment Plan (CAP)" means the offeror's plan for covering S&S requirements, identification of competing priorities for the same resources, and date when the S&S capability can be attained. The offeror must provide the CAP as an attachment to its proposal when S&S items are identified in the solicitation. If the

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offeror cannot meet S&S quantity and delivery needs, the CAP must identify the shortfall and provide best value solutions, to include a proposed Government investment strategy to help offset the shortfall if needed.

"Electronic CAP, or eCAP" means an electronic version of the CAP that the offeror can complete online. The web address and instructions for completing the eCAP are provided in the solicitation.

(2) The contractor must maintain its S&S capability to produce and deliver the S&S quantity identified in Section C in accordance with the approved capability assessment plan (CAP) throughout the contract performance period. The contractor must participate in any S&S testing and verification requested by the Government. The contractor agrees to support S&S requirements to the maximum extent practical prior to achieving full S&S capability required in Section C and the CAP; and for requirements exceeding those required in Section C and the CAP but not exceeding any applicable contract maximum quantity or contract value required in FAR 52.216-19. Changes that negatively impact S&S capability must be reported in writing to the contracting officer within ten (10) working days after the contractor becomes

aware of the impact. The notification must include a revised S&S CAP containing proposed corrective actions and date when the S&S capability will be attained.

(3) The Government reserves the right to verify and test the S&S capability described in the CAP at any time during contract performance. The Government will prepare a test and verification plan and upon request the contractor must demonstrate its S&S capability.

(4) If requested by the Government, the contractor must be prepared to provide a plan to participate in S&S validation and testing to verify the S&S capability described in the CAP. Participation in S&S validation and testing will be at no additional expense to the Government, and does not justify an equitable adjustment to the contract price. The plan must include methodology, rating criteria, labor, materials, and time required to conduct validation and testing. S&S validation generally entails verifying if the contractor and subcontractors have (a) sufficient equipment, facilities, personnel, stock, prepositioned raw materials, production capabilities, and base resources; (b) agreements, networks, and plans for distribution (receiving, storing, packaging, and issuing); (c) transportation services to accommodate the S&S requirements in the contract; (d) examination of any in-house work; (e) review of the stock rotation plan; and (f) other contracts that impact the production of added or accelerated delivery of contract quantities. The testing/verification plan is not required to be included in the offeror's proposal. Offerors are encouraged to consider the possibility of the Government requesting this participation when formulating the proposal .

C08 Tailored Logistics Support Purchasing Reviews (FEB 2017)

(1) From the commencement of performance of this contract until 3 years after the final contract payment, the contractor must allow the contracting officer, ACO, Defense Contract Management Agency (DCMA), Defense Contract Audit Agency (DCAA), and any other duly authorized representative of the contracting officer access to all records and information pertaining to those items or services for which the Government is relying on the contractor's purchasing system to determine that competition was obtained or to justify that prices are fair and reasonable. The contractor must maintain records subject to this clause for not less than 3 years after the contract final payment.

(2) The contracting officer may conduct reviews of purchased items or services provided under this contract regardless of dollar value that meet the criteria in paragraph (1) to ascertain whether the contractor has obtained the best value. The contractor must obtain competition to the maximum extent practicable for all purchases. Prior to purchasing any supplies or services, the contractor must solicit a competitive quotation from at least two independently-competing firms. For other than sole source items, the request for quotations must, to the maximum extent practical, solicit offers from different manufacturers or producers. If the contractor is unable to obtain quotes for competing items from two or more independently-competing firms, the contractor must retain documentation supporting its rationale for selection of the suppliers solicited and selected and its

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Part 12 Clauses (CONTINUED)

determination that the price was fair and reasonable. The contractor is responsible for maintaining this documentation for all sole source/noncompetitive actions. The following price reasonableness and documentation requirements are applicable to all purchases, regardless of dollar value:

(i) A price is reasonable if it does not exceed a price incurred by a prudent person in the conduct of competitive business. The contracting officer will examine the prices with particular care in connection with buys that may not be subject to effective competition restraints. The contractor's price will not be presumed to be reasonable. If an initial review of the facts results in a challenge of a specific price by the contracting officer or the contracting officer's representative, the burden of proof must be upon the contractor to establish that the price is reasonable under the standards in FAR Subpart 15.4 and FAR 31.201-3.

(ii) The contractor must keep the documentation to a minimum, but must retain data supporting the purchases either by paper or electronically. At a minimum, price quotations and invoices must be retained. Should the contractor receive an oral price quotation, the contractor must document who the supplier or subcontractor is by complete name, address, telephone number, price, terms and other conditions quoted by each vendor. Price quotes for supplies must be broken down by individual items, shipping costs, and any other included expenses. Price quotes for incidental services which are not pre- priced in the contract must include labor hours and costs or prices, as applicable, including the total price of the job, individual pricing for the portions of the work if applicable, materials, and all other elements of cost, overhead, and profit. This price breakdown documentation must be made for each subcontractor performing work on this contract.

(3) When applicable, if the contractor is purchasing from subcontractors or other sources and receives a discount or rebates, the contractor must immediately pass these savings to the Government in the contract price and invoice for payment. The contractor is required to use diligence in the selection of the most economical method of delivery of the product or services by selecting a best value method of delivery based on the urgency and nature of the work or product required. When labor hours are involved in the work to be accomplished and the contractor has not already pre-priced the effort to use its own labor force, the contractor must provide the labor at rates required by the contract (for example, Service Contract Act or Davis-Bacon Act rates) or at rates based on competition if mandatory rates are not required by the contract.

(4) If the contracting officer determines that the purchased product or service is unreasonably priced, the contractor must refund to the Government the amount the contracting officer determines is in excess of a reasonable price. The contracting officer must notify the contractor in writing in accordance with FAR 32.604 Demand for Payment, giving the basis for the determination and the amount to be refunded. The contractor must make the refund payment in accordance with directions from the contracting officer, and must provide proof of the refund payment to the contracting officer. The contracting officer may collect the amount due using all available means in accordance with FAR Subpart 32.6. FAR 52.232-17, Interest, is applicable to payments not made within 30 days of the demand for payment. Any disputes arising under this provision must be handled in accordance with the “Disputes” clause of this contract.

C10 PLACEMENT OF TASK OR DELIVERY ORDERS AGAINST MULTIPLE INDEFINITE DELIVERY CONTRACTS (AUG 2017)

(1) In accordance with FAR 52.216-27, Single or Multiple Awards, the Government may elect to award multiple contracts under this solicitation. The Government will evaluate proposals in accordance with evaluation provisions in Section M of this solicitation. In the event of multiple awards, the Government will use the same evaluation criteria to determine which proposals represent the best value to the Government. The contracting officer has the discretion to determine the exact number of awards, considering the cost to the Government to administer multiple awards, the recurring nature of the requirement, the need to increase the active production base, and the benefits that may be achieved through continued competition.

(2) Task or delivery order placement procedure.

(a) In the event of multiple awards, the contracting officer will consider each awardee for placement of individual task or delivery orders unless an exception at FAR 16.505(b)(2) applies. However, awardees subject to testing and approval requirements (e.g., first article testing)

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Part 12 Clauses (CONTINUED)

are not eligible to receive orders until testing requirements are satisfactorily completed. Failure to successfully complete required testing will constitute grounds for contract termination for default by the Government.

(b) Unless stated otherwise in the contract or in the request for quotes for task or delivery orders under this contract, the following evaluation process will be used in awarding task or delivery orders. The criteria used for evaluating offers for task or delivery orders under this contract are price, past performance, and delivery. Price is of **Specified on each RFQ** importance than or to the other factors combined. Past performance will include performance on orders previously placed under the contract and may include performance under other contracts. In evaluating performance under previous orders, the contracting officer will consider delivery, quality of supplies or services furnished, and success in implementing any socioeconomic support programs that may be applicable to the contract.

(3) Task and delivery order ombudsman. In accordance with FAR 16.505(b)(8), the competition advocate will address complaints or questions regarding the placement of individual task or delivery orders. Address correspondence to the appropriate supply chain listed below:

For DLA Aviation:

DLA Aviation
Competition Advocate, BPP
8000 Jefferson Davis Highway
Richmond, Virginia 23297-5124

For DLA Troop Support's construction and equipment, clothing and textile, subsistence, and medical supply chains:

DLA Troop Support
Competition Advocate, BPA
700 Robbins Avenue
Philadelphia, Pennsylvania 19111-5096

For DLA Land and Maritime:

DLA Land and Maritime
Competition Advocate
Post Office (P.O.) Box 3990
Columbus, Ohio 43218-3990

C18 SHIPPING INSTRUCTIONS FOR EXPORT AND U.S. TERRITORIES (AUG 2017)

C19 TRANS-SHIPMENT OF MATERIAL THROUGH DLA CONTAINERIZATION AND CONSOLIDATION POINTS (CCP) (JUN 2020)

C20 VENDOR SHIPMENT MODULE (VSM) (JUN 2020)

G01 ADDITIONAL WIDE AREA WORKFLOW (WAWF) INFORMATION (AUG 2017)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (NOV 2020)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) **52.203-19**, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) **52.204-23,** Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (SEP 2019) (Section 1634 of Pub. L. 115-91).

(3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (AUG 2020) (Section 89(a)(1)(A) of Pub. L. 115-232).

(4) **52.209-10**, Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015)

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(5) **52.233-3**, Protest after Award (AUG 1996) (31 U.S.C. 3553).

(6) **52.233-4**, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77, 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

_X__(1) **52.203-6**, Restrictions on Subcontractor Sales to the Government (JUN 2020), with Alternate I (OCT 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

_X__(2) **52.203-13**, Contractor Code of Business Ethics and Conduct (JUN 2020) (41 U.S.C. 3509).

___ (3) **52.203-15**, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

_X__(4) **52.204-10**, Reporting Executive Compensation and First-Tier Subcontract Awards (JUN 2020) (Pub. L. 109-282) (31 U.S.C. 6101 note).

___ (5) [Reserved].

___ (6) **52.204-14,** Service Contract Reporting Requirements (OCT 2016) (Pub. L. 111-117, section 743 of Div. C.);

___ (7) **52.204-15**, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (OCT 2016) (Pub. L. 111-117, section 743 of Div. C.);

_X__(8) **52.209-6**, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (JUNE 2020) (31 U.S.C. 6101 note).

_X_(9) **52.209-9**, Updates of Publicly Available Information Regarding Responsibility Matters (OCT 2018) (41 U.S.C. 2313).

___ (10) **[Reserved].**

____(11)(i) **52.219-3**, Notice of HUBZone Set-Aside or Sole-Source Award (Class Deviation 2020-O0008) (OCT 2020) (15 U.S.C. 657a).

_____ (ii) **Alternate I** (MAR 2020) of 52.219-3.

___ (12)(i) **52.219-4**, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Class Deviation 2020-O0008) (MAR 2020) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

_____ (ii) **Alternate I** (MAR 2020) of 52.219-4.

___ (13) **[Reserved]**

_X__(14)(i) **52.219-6**, Notice of Total Small Business Set-Aside (Class Deviation 2020-O0008) (OCT 2020) (15 U.S.C. 644).

___ (ii) **Alternate I** (Class Deviation 2020-O0008) (MAR 2020) of 52.219-6

___ (15)(i) **52.219-7**, Notice of Partial Small Business Set-Aside (Class Deviation 2020-O0008) (OCT 2020) (15 U.S.C. 644).

___ (ii) **Alternate I** (Class Deviation 2020-O0008) (MAR 2020) of 52.219-7

_X__(16) **52.219-8**, Utilization of Small Business Concerns (OCT 2018) (15 U.S.C. 637 (d)(2) and (3)).

___ (17)(i) **52.219-9**, Small Business Subcontracting Plan (MAR 2020) (15 U.S.C. 637 (d)(4)).

___ (ii) **Alternate I** (NOV 2016) of 52.219-9

___ (iii) **Alternate II** (NOV 2016) of 52.219-9

___ (iv) **Alternate III** (JAN 2017) of 52.219-9

___ (v) **Alternate IV** (AUG 2018) of 52.219-9

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___ (18)(i) **52.219-13**, Notice of Set-Aside of Orders (MAR 2020) (15 U.S.C. 644(r)).
___ (ii) Alternate I (MAR 2020) of 52.219-13
_X__(19) **52.219-14**, Limitations on Subcontracting (Class Deviation 2020-O0008) (MAR 2020) (15 U.S.C. 637(a)(14)).
___ (20) **52.219-16**, Liquidated Damages --Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).
___ (21) **52.219-27**, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Class Deviation 2020-O0008) (MAR 2020) (15 U.S.C. 657f).
_X__ (22)(i) **52.219-28**, Post Award Small Business Program Representation (NOV 2020) (15 U.S.C. 632(a)(2)).
____ (ii) Alternate I (MAR 2020) of 52.219-28
___ (23) **52.219-29**, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Class Deviation 2020-O0008) (MAR 2020) (15 U.S.C. 637(m)).
___ (24) **52.219-30**, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Class Deviation 2020-O0008) (MAR 2020) (15 U.S.C. 637(m)).
___(25) 52.219-32, Orders Issued Directly Under Small Business Reserves (Mar 2020) (15 U.S.C. 644(r)).
____(26) 52.219-3, Nonmanufacturer Rule (Class Deviation 2020-O0008) (Mar 2020) (15 U.S.C. 637(a)(17)).
_X__(27) **52.222-3**, Convict Labor (JUN 2003) (E.O. 11755).
_X__(28) **52.222-19**, Child Labor --Cooperation with Authorities and Remedies (Class Deviation 2020-O0019) (JUL 2020) (E.O. 13126).
_X__(29) **52.222-21**, Prohibition of Segregated Facilities (APR 2015).
_X__(30)(i) **52.222-26**, Equal Opportunity (SEP 2016) (E.O. 11246).
___ (ii) Alternate I (FEB 1999) of 52.222-26.
_X__(31)(i) **52.222-35**, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).
___ (ii) Alternate I (July 2014) of 52.222-35.
_X__(32)(i) **52.222-36**, Affirmative Action for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).
___ (ii) Alternate I (JULY 2014) of 52.222-36.
_X__(33) **52.222-37**, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).
_X__(34) **52.222-40**, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
_X__(35)(i) **52.222-50**, Combating Trafficking in Persons (COT 2020) (22.U.S.C. chapter 78 and E.O. 13627).
___ (ii) **Alternate I** (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
___ (36) **52.222-54**, Employment Eligibility Verification (OCT 2015). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
___ (37) (i) **52.223-9**, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
___ (ii) **Alternate I** (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
_X__(38) **52.223-11**, Ozone-Depleting Substances and High Global Warming

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Potential Hydrofluorocarbons (Jun 2016) (E.O.13693).
_X__ (39) **52.223-12**, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).
_X__ (40)(i) **52.223-13**, Acquisition of EPEAT® -Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514)
___ (ii) **Alternate I** (Oct 2015) of 52.223-13.
_X__(41)(i) **52.223-14**, Acquisition of EPEAT® -Registered Television (Jun 2014) (E.O.s 13423 and 13514).
___ (ii) **Alternate I** (Jun 2014) of 52.223-14.
_X__(42) **52.223-15**, Energy Efficiency in Energy-Consuming Products (MAY 2020) (42 U.S.C. 8259b).
_X__(43)(i) **52.223-16**, Acquisition of EPEAT® -Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).
___ (ii) **Alternate I** (Jun 2014) of 52.223-16.
_X__(44) **52.223-18**, Encouraging Contractor Policies to Ban Text Messaging while Driving (JUN 2020) (E.O. 13513).
_X__(45) **52.223-20**, Aerosols (Jun 2016) (E.O. 13693).
_X__(46) **52.223-21**, Foams (Jun 2016) (E.O. 13696).
___ (47) (i) **52.224-3**, Privacy Training (JAN 2017) (5 U.S.C. 552a).
___ (ii) Alternate I (JAN 2017) of 52.224-3.
___ (48**)** **52.225-1**, Buy American--Supplies (May 2014) (41 U.S.C. chapter 83).
___ (49) (i) **52.225-3**, Buy American--Free Trade Agreements--Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
___ (ii) **Alternate I** (May 2014) of 52.225-3.
___ (iii) **Alternate II** (May 2014) of 52.225-3.
___ (iv) **Alternate III** (May 2014) of 52.225-3.
___ (50) **52.225-5**, Trade Agreements (AUG 2018) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
_X__(51) **52.225-13**, Restrictions on Certain Foreign Purchases (Jun 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
___ (52) **52.225-26**, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
___ (53) **52.226-4**, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
___ (54) **52.226-5**, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
___ (55) **52.232-29**, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505), 10 U.S.C. 2307(f)).
___ (56) **52.232-30**, Installment Payments for Commercial Items (JAN 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
_X__(57) **52.232-33**, Payment by Electronic Funds Transfer -- System for Award Management (OCT 2018) (31 U.S.C. 3332).
___ (58) **52.232-34**, Payment by Electronic Funds Transfer --Other Than System

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for Award Management (Jul 2013) (31 U.S.C. 3332).
___ (59) **52.232-36**, Payment by Third Party (May 2014) (31 U.S.C. 3332).
___ (60) **52.239-1**, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
___ (61) **52.242-5**, Payments to Small Business Subcontractors (JAN 2017) (15 U.S.C. 637(d) (12)).
_X__(62) (i) **52.247-64**, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).
___ (ii) **Alternate I** (APR 2003) of 52.247-64.
___ (iii) **Alternate II** (FEB 2006) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items:

[*Contracting Officer check as appropriate*.]

___ (1) **52.222-41**, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67.).
___ (2) **52.222-42**, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
___ (3) **52.222-43**, Fair Labor Standards Act and Service Contract Labor Standards -- Price Adjustment (Multiple Year and Option Contracts) (AUG 2018) (29 U.S.C.206 and 41 U.S.C. chapter 67).
___ (4) **52.222-44**, Fair Labor Standards Act and Service Contract Labor Standards -- Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
___ (5) **52.222-51**, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67).
___ (6) **52.222-53**, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67).
___ (7) **52.222-55**, Minimum Wages under Executive Order 13658 (NOV 2020) (E.O. 13658).
___ (8) **52.222-62**, Paid Sick Leave under Executive Order 13706 (JAN 2017) (E.O. 13706).
___ (9) **52.226-6**, Promoting Excess Food Donation to Nonprofit Organizations. (JUN 2020) (42 U.S.C. 1792).

(d) *Comptroller General Examination of Record* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of

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Part 12 Clauses (CONTINUED)

law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause --

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (JUN 2020) (41 U.S.C. 3509).
(ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
(iii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (JUL 2018) (Section 1634 of Pub. L. 115-91).
(iv) 52.2014-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (AUG 2020) (Section 889(a)(1)(A) of Pub, L 115-232)
(v) 52.219-8, Utilization of Small Business Concerns (OCT 2018) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
(vi) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
(vii) 52.222-26, Equal Opportunity (Sep 2016) (E.O. 11246).
(viii) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).
(ix) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).
(x) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).
(xi) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
(xii) 52.222-41, Service Contract Labor Standards (AUG 2018), (41 U.S.C. chapter 67).
(xiii) ____ (A) 52.222-50, Combating Trafficking in Persons (OCT 2020) (22 U.S.C. chapter 78 and E. O. 13627).
___ (B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 E.O. 13627).
(xiv) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67.)
(xv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67)
(xvi) 52.222-54, Employment Eligibility Verification (Oct 2015) (E. O. 12989).
(xvii) 52.222-55, Minimum Wages under Executive Order 13658 (NOV 2020).
(xviii) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).
(xix) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).
(A) Alternate I (JAN 2017) of 52.224-3.
(xx) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
(xxi) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (JUN 2020) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
(xxii) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S. C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR

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Part 12 Clauses (CONTINUED)

clause 52.247-64.

(2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)

STATEMENT OF WORK (SOW)

1. Scope:

a. The scope of work under the Special Operational Equipment (SOE) Tailored Logistics Support (TLS) Program includes the total logistics support for the special operational equipment requirements of DLA customers to include military installations and federal activities worldwide. The primary purpose of the TLS Program is to provide support to authorized customers for all special operational equipment, supplies, and related incidental services necessary to perform their missions. Various types of special operational equipment and related incidental services may be provided under the contracts including but not limited to: survival gear, tactical equipment, protective eyewear and vision enhancing equipment, escalation of force equipment, visit board search and seizure (VBSS), scuba gear, surface diving gear, thermal protection equipment, communication devices, compressors, hazardous material (HAZMAT), air purification devices, hyperbaric instrumentation, lifesaving equipment and other safety items.

b. The acquisition is a follow-on initiative to the current Special Operational Equipment Tailored Logistics Support Program. The Government intends to make multiple award indefinite delivery indefinite quantity (IDIQ) supply contracts with post-award competition of delivery orders. These follow-on TLS Contracts will have a base ordering period of two (2) years, which may include a ramp-up or implementation period, if needed, after award. The contracts will include a provision for unilateral options to extend the contract term by up to four (4) option periods of two (2) years each.

2. Items Covered:

a. Any item required by the ordering activity for special operational equipment that is managed by or authorized for procurement by DLA. The equipment covered by the acquisition consists of commercial items and commercially modified items (commercial items requiring minor modification to fit military applications). In general, the scope includes special operational equipment and related supplies and incidental services, including but not limited to:

(1) Survival Gear and Equipment Kits
(2) Tactical Equipment
(3) Personal Protection Equipment
(4) Protective Eyewear and Vision Enhancing Equipment
(5) Escalation of Force Equipment
(6) Visit Board Search and Seizure (VBSS)
(7) Scuba Gear and Miscellaneous Diving Equipment
(8) Thermal Protection Equipment
(9) Surface Supplied Diving Equipment
(10) Communication Devices (such as walkie-talkies, two-way radios, etc.)

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Part 12 Clauses (CONTINUED)

(11) Compressors and Air Purification Systems
(12) Hyperbaric Instrumentation & Equipment and Saturation Equipment
(13) Lifesaving/Search and Rescue Equipment
(14) Air Crew Support and Flight Deck Safety Items
(15) Underwater Tools
(16) Protective Gear, Miscellaneous Apparel, Clothing and Textiles
(17) Load Carrying Equipment (vests, backpack systems, trunk lockers, etc.)
(18) Lethality Support Items (slings, holsters, straps, fasteners, reflective belts, etc.)
(19) Mountain Climbing Equipment

b. Incidental services are standard commercial services that the contractor may be asked to perform in connection with supplying items under the scope of the contract. Such services engage the time and effort of the contractor to perform an identifiable task in addition to furnishing an end item supplied. Performing such services does not change the primary purpose of the contract from a supply to a service contract. What constitutes an incidental service is fact specific and will be a function of factors such as type of service, amount charged for the service, dollar amount charged for the supplies, existence of a close relationship between the service and the item supplied, and the time required to perform the service. Incidental services are usually requested at the same time the item of supply is ordered and will generally have a separate line item requesting the services. Whether a service is "incidental" or not will be determined by the Contracting Officer prior to placing such order for the incidental service.

c. Requirements will be reviewed to ensure compliance with the scope of the contract(s). If a requirement is determined to be outside the scope of the contract(s), it will be rejected by the Contracting Officer. Alternate/appropriate means of satisfying the customers' requirement will be reviewed and provided as appropriate.

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

e. Generally, the items procured are commercial products or modified commercial products that are identified by a manufacturer's part number or by commercial item descriptions. All items shall conform to the manufacturer's commercial specifications.

f. A price evaluation list (PEL) was identified. The PEL is considered a representative sample of the types of items that may be required by DLA Troop Support customers throughout the duration of the contract. The list illustrates the types of supplies that have been provided under the previous SOE TLS Contracts, which the TLS contractor may be required to furnish under the resultant contracts for the follow-on initiative. The prices for the PEL and Acceptable Alternates will be Ceiling Prices after contract award. It is the maximum unit price that the Government will pay during the base year and each applicable option year for items on the PEL. During the post-award competition of delivery orders, the contractor may not submit a quote for a PEL item or Acceptable Alternate with a price that exceeds the applicable contractual Ceiling Price. Contractors are encouraged, when competing for delivery orders, to provide a quote less than their ceiling price.

(1) Superseded Part Number Items: If an item on the PEL is superseded during the contract term, the Contractor shall advise the Contracting Officer. If there is no change to the parts form, fit,

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Part 12 Clauses (CONTINUED)

function, configuration, application, or physical nature and is therefore an exact item of replacement, PEL pricing will remain applicable. If there is a change such that it is not an exact item replacement, the Contractor shall include complete information from the manufacturer concerning the replacement item as it relates to the form, fit, and function, configuration, application, or physical nature of the superseded item. The Contracting Officer will make the determination whether the superseded item represents a "new" item. If the determination by the Contracting Officer is that the superseded item is NOT an exact item of replacement, PEL pricing will not be applicable.

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

g. Acceptable alternate items will be permitted under the resultant contract(s) when an item is identified by a manufacturer's brand name or part number unless the Government expressly states that an alternate is not permitted. To be acceptable the alternate must be equal to the requested item and approved by DLA Troop Support in coordination with the customer. For more information regarding submission of alternate items for evaluation, please see the "**Ordering/Request for Quote Process Overview" section of the Statement of Work.**

h. Additional special operational equipment and related supplies and incidental services, which were not identified on the PEL provided with the solicitation but are subsequently determined to be required by the authorized customers, may be added to the resultant Special Operational Equipment Tailored Logistics Support Contracts as follows:

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

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

(3) DLA Troop Support will evaluate the pricing submitted by each TLS Contractor in order to determine prices fair & reasonable and will add the items to the special operational equipment catalog of historical prices maintained in the *Bidwiser Program* utilized by DLA Troop Support.

(4) Based on the instructions provided with the RFI and/or RFQ, the items added to the catalog of historical prices may also be added as a ceiling and will serve as the ceiling price for the applicable period (base period and/or each respective option year period).

(5) Ceiling price cannot be exceeded on future requirements during the applicable period (base period and/or each respective option year period).

3. Purchasing System

a. The contractor is required to have a purchasing system to support this requirement. "Purchasing system" means the Contractor's system or systems for purchasing and subcontracting, including the selection of vendors, analysis of quoted prices, negotiation of prices with vendors, and placing and

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Part 12 Clauses (CONTINUED)

administering of orders. *As part of the purchasing system, Procurement Note C08 Tailored Logistics Support Purchasing Reviews is applicable.*

b. The Contractor's purchasing system shall include the following:

(1) Provide for an organizational and administrative structure that ensures effective and efficient procurement of required quality materials.

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

(3) Have business alliances and contractual relationships that will ensure the ability to provide the scope of products listed in the Statement of Work. Establish and maintain selection processes to ensure the most responsive and responsible sources for furnishing required quality parts and materials.

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

(5) Establish and maintain procedures to ensure documentation of vendor selected and performance of adequate price analysis on purchasing actions.

(6) Have policies and procedures to assure purchase orders and subcontracts contain all flow down clauses, including terms and conditions required by the prime contract, as well as any clauses needed to carry out the requirements of the prime contract and ensures that proper types of subcontracts are selected.

c. Discounts and Rebates: It is anticipated that each Tailored Logistics Support (TLS) Contractor shall be as aggressive as possible in pursuing all discounts and rebates. TLS Contractors shall guarantee that DLA Troop Support and its customers will receive discounts and rebates equal to or better than the offerors most favored commercial customers with similar sales.

d. Limitations on Pass-Through-Charges: The contractor shall not be entitled to payment for excessive pass-through charges and shall exclude excessive pass-through charges in the contract price and in any invoices submitted. Excessive pass-through charges are charges resulting from or attributable to the contractor's or its' subcontractors' effort when that effort did not add substantive value to the work performed under the contract. The Contracting Officer shall determine if excessive pass-through charges exist. The Contractor has the burden of establishing, to the Contracting Officer's satisfaction, the value it or its subcontractors at any tier added to the work performed under the contract. In the event that the government discovers potential excessive pass-through charges, the government may require the contractor to submit invoices and other documentation from all tiers to substantiate the value added at each tier; the contractor's failure to provide acceptable documentation substantiating value added is sufficient, without more, to establish that excessive pass-through charges exist. If the Contracting Officer determines that excessive pass-through charges exist, the Government shall be entitled to a prospective price reduction and a retroactive refund for the amount of excessive pass-through charges included in the contract price. The Contracting Officer, or authorized representative, shall have the right to examine and audit all the Contractor's records (as defined at FAR 52.215-2(a)) relevant to the existence of excessive pass-through charges; failure to exercise this right shall not constitute a defense to a determination of excessive pass-through charges or the Government's assertion of remedies.

4. Authorized Customers:

The SOE TLS Program will continue to provide logistical support to authorized customers worldwide in support of their missions related to Special and Conventional Warfare, which includes Tactical and Survival, Homeland Security, Mobile Security, Coastal Warfare, Port Security, Aircrew Life Support, Flight Deck Applications, Explosive Ordnance Disposal, Diving and Salvage, Search and Rescue, Safety, Ships

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Part 12 Clauses (CONTINUED)

Husbandry, Hyperbaric, and Enclosed Space Diving and Lifesaving.

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

5. Contract Implementation:

a. The contractor may be given up to 60 days from the date of award, if needed, to ensure that the full range of Special Operational Equipment (SOE) within the scope of the contract is available to those customers already ordering through the previous SOE TLS Program. Implementation of the contract shall include the following:

(1) Ensuring all Performance Metrics can be accomplished and having a Purchasing System in place in accordance with the Statement of Work.

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

b. Ramp-down. The contractor recognizes that the services under this contract are vital to the Government and must be continued without interruptions and that, upon contract expiration, a successor, either the Government or another contractor, may continue them. The contractor agrees to exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

6. Customer Support:

TLS Contractors must have dedicated personnel assigned to the day to day management of the Tailored Logistic Support Program.

a. Customer Support: Customer support must be made available to DLA Troop Support and authorized customers under this Program. Adequate customer support includes procedures to address order tracking and problem resolution for any service or quality issues, quantity discrepancies, and warranty disputes. TLS Contractors must have customer support representatives available twenty-four (24) hours daily, seven (7) days per week to provide support via telephone and/or email correspondence. TLS Contractors must provide DLA Troop Support and authorized customers with a toll free phone number and an email address in order to contact the customer support representatives.

b. Technical Support: TLS Contractors must have "technical experts" available to promptly provide technical support and assistance for each item offered to DLA Troop Support and

authorized customers under this Program. The "technical experts" must have, at a minimum, three (3) years of experience. TLS Contractors must have technical support representatives available Monday through Friday between the hours of 7:00 AM and 5:00 PM local Philadelphia time to provide technical support by telephone or email correspondence. A toll free phone number must be provided to DLA Troop Support and authorized customers in order to access "technical experts" for support. In addition, TLS Contractors must provide DLA Troop Support and authorized customers with an email address in order to contact the "technical experts." Technical support may be required on a pre-order and/or post-order basis.

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Technical support may include but is not limited to providing advice and information regarding the proper use and ordering of special operational equipment items. TLS Contractors shall respond to all technical support inquiries within 24 hours of receipt of inquiry.

c. Customer Visits: TLS Contractors must have representative(s) available for customer visits when required. All customer visits must be coordinated through DLA Troop Support and shall be authorized only when the customer specifically requests a visit. Visits are at no cost to the Government.

d. Marketing: The TLS Contractors shall partner with DLA Troop Support to market the SOE TLS Program to all eligible customers. At a minimum, each contractor shall provide literature regarding the types of products supplied under the Program and the customer service offered by the contractor. The literature provided shall list a toll-free telephone number that *may* be used by customers within the ramp-up or implementation period. The contractor may be required to attend DLA Troop Support sponsored industry/ customer conferences. The contractor may provide email notification, to all customers, of any new special operational products and/or discounted products that are currently available for purchase. All marketing-related emails shall be forwarded to the designated DLA Troop Support Tailored Vendor Logistics Specialist(s) as well. All marketing, marketing visits and industry/customer conferences are at no cost to the Government.

7. Information Technology (IT)/Order Receipt Processing:

a. General:

(1) For purposes of this Program TLS Contractors must, at a minimum, be able to provide the following after award:

(a) Email capabilities for the receipt of "requests for quotes" for SOE items forwarded by DLA TROOP SUPPORT to each contractor.

(b) EDI capabilities to transmit customer order information to DLA TROOP SUPPORT and for invoicing DFAS.
1) To facilitate EDI transaction exchange, the contractor is responsible for obtaining and maintaining a Value Added Network (VAN) for the term of the contract. The cost of the VAN will be borne entirely by the contractor.

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

810 Invoice
850 Purchase/Delivery Order
855 Purchase Order Acknowledgment
856 Advanced Shipping Notice
865 Purchase Order Change

3) The contractor must be able to send an ANSI X12 Invoice (810) transaction set by the

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Part 12 Clauses (CONTINUED)

conclusion of the ramp-up period, and must establish an EDI Trading Partnership with the payment office prior to submitting electronic invoices.

4) Additional transactions may be required as the contract evolves.

(c) Usage Data: A delimited ASCI II text file with line item usage data. (See Attachment)

2. Following contract award, the TLS Contractor shall furnish the name of an Information Technology (IT) specialist point of contact (POC) who is capable and authorized to resolve systems, software and transmissions issues with DLA TROOP SUPPORT assigned IT POCs.

b. Ordering/Request for Quote Process Overview:

(1) Competition process for all delivery orders

(a) All orders over the micro-purchase threshold will be competed among all awardees pursuant to the fair opportunity requirements of FAR 16.505(b), except the Government reserves the right to direct orders to a particular source under urgent circumstances, to meet contractual minimums, or to provide economy and efficiency as a logical follow-on to an order already issued in accordance with FAR 16.505(b)(2).
Note: Orders under the micro-purchase threshold may be competed among all awardees. Orders under the micro-purchase threshold may also be auto-awarded based on historical pricing obtained from previously competed delivery orders, or based on the pricing submitted on the PEL and incorporated into the Contract upon award.

(b) The *Bidwiser Program* (a DLA Troop Support Bid Processing Program) will be utilized to issue the Request for Quotes (RFQs) for the individual delivery orders and to evaluate the offers received.

(c) Approved customer Order Requests are loaded into a standardized RFQ spreadsheet and forwarded (via email) to all TLS Contractors.

(d) When an RFQ describes the Government's requirements for an item peculiar to one manufacturer (e.g., a particular brand-name, product, or a feature of a product that is peculiar to one manufacturer), offers of alternate items will be considered by the Government unless the RFQ expressly states that only the item peculiar to one manufacturer will be considered. A contractor proposing an alternate item shall furnish, with its offer legible copies of all drawings, specifications, or other data necessary to clearly describe the characteristics and features of the alternate product being offered. Data submitted shall cover design, materials, performance, function, interchangeability, inspection and/or testing criteria, and other characteristics of the offered product. In addition, the offeror shall furnish drawings and other data covering the design, materials, etc. of the exact product cited in the RFQ along with a cross reference list comparing the features and capabilities of the alternate item offered to the exact item listed on the RFQ sufficient to enable the Government to determine whether the offeror's product is equal to the product cited in the RFQ.

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

In the event that an offer for an alternate item is received in accordance with the terms of the contract, the Government will review the alternate item for acceptability. If the Government determines that the alternate item offered will meet its requirements, the

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Part 12 Clauses (CONTINUED)

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

In the event that an RFQ describes the Government's requirements for an item peculiar to one manufacturer, and expressly states that only that item will be considered, the Government will follow the procedures contained in FAR 16.505 concerning the justification, documentation and approval for an item peculiar to one manufacturer.

(e) All TLS Contractors shall fill out the following information in identified spreadsheet fields:

- TLS Contractor Part Number
- Transportation Price Note
- Unit Cost
- Extended Cost
- Lead Time
- Comments (Include, at minimum, manufacturer's part number)
- Buy American Compliant
- Berry Amendment Compliant
- Restricted Sourcing (Domestic, Qualifying, or Designated Country) Compliant
- Country of Origin
- Alternate NSN (applicable only when alternate item is offered)
- Alternate Manufacturer Name (applicable only when alternate item is offered)
- Alternate Manufacturer Part Number (applicable only when alternate item is offered)
- Alternate Item Description (applicable only when alternate item is offered)
- Alternate TLS Contractor Part Number (applicable only when alternate item is offered)

(f) The TLS Contractors send (via email) the completed RFQ files to their DLA TROOP SUPPORT contact.

(g) Performance Metric - Quote Rate: All awardees (TLS Contractors) will be evaluated on Contractor Competitiveness and Participation, which includes statistics on how often a contractor submits a winning quote as well as how often a contractor submits a no-bid/quote or does not respond to the Delivery Order RFQs at all.

1) TLS Contractors must submit quotes on 90% of the Delivery Order RFQs.

2) TLS Contractors must submit priced quotes on all RFQs for items on the PEL where they have offered a Ceiling Price and the Ceiling Price was determined fair and reasonable and accepted by the Government.

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

4) The Government reserves all rights and remedies provided under the contract in the event the contractor/vendor fails to meet this material requirement.

(h) All Contractor RFQs that are received by the required date/time are loaded into Bidwiser. The date and time for receipt of quotes will be specified on each RFQ and generally will be within three (3) business days; however, Contractor's may be required to provide quotes within hours

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to one (1) business day for urgent or high priority requirements.

(i) The Contracting Officer reviews the returned quotes and selects the awardee based upon a best value determination as specified in the Request for Quote (RFQ). The Best Value determination could be based on Trade-off procedures or Lowest Price Technically Acceptable procedures. The award decision factors may include price, delivery and past performance; however, other factors may be included as well. An award may be made on a line by line basis or total order basis. As stated above, each RFQ will clearly state the basis for award and how the offers will be evaluated.

(j) The Contracting Officer may utilize on-line reverse auctioning as a means of conducting price negotiations when placing delivery orders against this contract. If the Contracting Officer decides to use on-line reverse auctioning to conduct price negotiations when competing a specific delivery order, the Contracting Officer will notify the Contractor of this decision via email and the reverse auction will be conducted in accordance with Procurement Note L09 Reverse Auction (OCT 2016).

(k) Should the TLS Contractor have questions regarding a particular item, they may contact the DLA TROOP SUPPORT point of contact for clarification.

(l) For items on the PEL and items added with ceiling prices post-award, DLA Troop Support will verify that prices do not exceed the ceiling prices.

c. EDI Requirements

(1) Delivery Orders issued under this contract normally will be communicated to the Contractor by Electronic Data Interchange (EDI), using the conventions and formats prescribed by the American National Standards Institute (ANSI) X12 standards and the Department of Defense (DoD) X12 Implementation Guideline. The Contractor is advised that the Defense Logistics Agency will be using an Electronic Commerce Collection Point with connections to several Value Added Networks (VAN) for interchanging data with contractors in ANSI-X12 format.

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

(a) A computer compatible with the chosen network.

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

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

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

(a) caused by the Contractor's personnel or the Contractor's equipment;

(b) caused by the Contractor's agent or representative, or the agent's or representative's personnel or equipment;

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

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transmissions with the Contractor, and may necessitate the termination of the contract.

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

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

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

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

(8) Information regarding EDI is available at https://www.transactionservices.dla.mil/daashome/edi.asp

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

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

(11) The following ANSI X12 EDI transactions will be required to be forwarded to DLA TROOP SUPPORT via DASSC.

(a) Upon email notification of the " *Successful Offer"* , contractor must create an **855 - Purchase Order Acknowledgement** and forward to DLA TROOP SUPPORT within 2 working days of funding approval. This transaction will include a separate line and line item number for each item/service being ordered under the delivery order.

(b) Upon shipment to the customer, contractors must create and forward an **856 - Advanced Shipping Notice**. The line item number that is being shipped must be included. Multiple 856s per order are acceptable.

After customer receipt, an **810 - Invoice** is required to be forwarded. Invoicing for the SOE Tailored Logistics Support Program will be at the line item level. There should be a corresponding invoice line for each line on the 855 once the line has been shipped. Therefore, it is critical to maintain the same line item number used from the855 on the 810. For example, if the item was listed as line item number 1 on the 855 Purchase Order Transaction it must be listed as line item number 1 on the 810 Invoice transaction. The government's processing system, known as DLA Enterprise Business System (EBS), will be matching price and quantity per line item, along with the customer's Material Receipt Acknowledgement (MRA) in order to make payment.

(e) The following transaction is provided for reference only as it may be implemented at a later date and after a minimum 30 day notice: **865 - Purchase Order Change** - a purchase order change can be initiated by the contractor; however, it will go through an approval process in EBS.

Note: Until implementation of above 865 Transaction, any change to a purchase order should be forwarded via email to the DLA Troop Support contracting officer. Include in the remarks the complete order number being changed.

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Part 12 Clauses (CONTINUED)

d. Enterprise Linked Logistics Information Source (ELLIS)

ELLIS is an EDI centric web-based tool that provides visibility of the supply chain through a single source. ELLIS can be accessed at at https://secure.ngelab.us . ELLIS captures the data necessary to evaluate the performance of each Supply Chain segment: from user requisition through the delivery order process to final item delivery. ELLIS provides the data and event driven processes necessary to proactively manage and streamline the Supply Chain. ELLIS serves a wide range of user groups from the Warfighter, to the item manager, to the Program Manager, and to the contractor. An ELLIS help guide is available at https://secure.ngelab.us.

(1) Quantity and Delivery Performance Metrics will be measured through ELLIS by the data provided for quantity and by measuring the length of time between certain EDI transactions.

(2) Following approval of an order in KO Portal, the contractor will receive an order acknowledgement via an EDI 864 transaction while at the same time a final EDI 855 transaction will be sent from KO Portal through DAASC to EBS to record the obligation. The final EDI 855 transaction will constitute the delivery order date in ELLIS. Once the final EDI 855 transaction is completed and the obligation is recorded in EBS, the purchase order will be established. Once the purchase order has been established, the contractor will receive approval notice to begin performance via an EDI 824 transaction. The shipment notice (EDI 856 transaction) will constitute the date of shipment.

e. Security Requirements:

(1) Independent Verification and Validation

(a) Upon request, the contractor shall provide to the Contracting Officer a copy of the contractor's most current plan of action to meet security requirements defined in National Institute of Standards and Technology (NIST) SP 800-171. The contractor shall use the NIST Controlled Unclassified Information (CUI) Plan of Action template format found at https://csrc.nist.gov/CSRC/media/Publications/sp/800-171/

rev-1/final/documents/CUI-Plan-of-Action-Template-final.docx. The plan of action shall detail the resources required to accomplish the elements of the plan, any milestones in meeting the tasks, and scheduled completion dates for the milestones.

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

(c) The contractor shall allow DLA's Cyber Assessment Team or a third Party Assessor to perform an on-site compliance review for compliance with DFARS 252.204-7012 of the systems owned and operated by the contractor or subcontractor that will be processing, storing, transmitting, or displaying Covered Defense Information, or that will be used to perform the requirements of the contract designated as operationally critical support, as defined in DFARS 252.204-7012.

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Part 12 Clauses (CONTINUED)

If the contractor proposes a Third Party Assessor in lieu of the Government Cyber Assessment Team, all costs associated with engaging the assessor shall be borne by the contractor. Furthermore, the Government shall be provided all the standards and requirements of the Third Party Assessor in the contractor's request to use the Third Party Assessor. If the Government proposes a Third Party Assessor in lieu of the Government Cyber Assessment Team, the associated costs shall be borne by the Government. This will be a measured assessment with pre-defined IP address ranges identified at the start of the assessment up front and will include technical and operational reviews designed to test the rigor of all required security controls implemented. The identification of IP address ranges will be agreed upon by both the Government and the contractor during the planning phase of the assessment. The IP addresses shall include all the systems that processes, stores, or transmits covered defense information in support of the solicitation. If this assessment is to be performed by DLA's Cyber Assessment Team or 3rd Party Assessor engaged by DLA, the rules of engagement that will govern this action will be provided to the contractor at least ninety (90) days prior to the actual engagement.

(d) If this assessment is to be performed by DLA's Cyber Assessment Team or Third Party Assessor engaged by DLA, the rules of engagement that will govern this action will be provided to the contractor at least ninety (90) days prior to the actual engagement.

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

(3) Other Safeguarding or Reporting Requirements
The cybersecurity requirements identified in this Statement of Work do not abrogate or otherwise modify the contractor's responsibility for compliance with any other safeguard or cybersecurity related requirements contained in this contract or required by other applicable U.S. Government statutes or regulations.

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

f. As the state of the art of the IT for this contract evolves, modifications may be required to accommodate the needs of DLA Troop Support, its customers, and other authorized customers under the contract. The modifications to the contract will be issued as Change Orders within the scope of the "Changes" clause of the contract.

8. Delivery Requirements:

a. Definitions:

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Part 12 Clauses (CONTINUED)

(1) Routine (Pre-Planned) Non-Emergency Orders : Equipment required for normal day-to-day operations shall be delivered to the F.O.B. destination point by no later than **30 days** after the placement of the order unless the Contracting Officer/ordering activity has authorized a longer delivery time frame for a specific delivery order with customer approval.

(2) Urgent Order : Deliveries required for an activity's urgent requirements must be delivered to the F.O. B. destination point by no later than **72-hours** after placement of the order unless the ordering activity has authorized a longer delivery time frame for a specific delivery order.

(3) Emergency Orders : Deliveries required for an activity's emergency requirements shall be delivered to the F.O.B. destination point **within 24-hours** following placement of the order unless the ordering activity has authorized a longer delivery time frame for a specific delivery order.

b. General Information for all Delivery Requirements: Specific Delivery Requirements shall be specified in each delivery order RFQ based on the customer requirements. For urgent orders and emergency orders, the shipping containers shall be marked accordingly to indicate that it is an emergency delivery or urgent delivery. The TLS Contractor shall provide each customer with the telephone number and email of the contractor's representative responsible for providing this service. The contractor may be required to provide numerous urgent/emergency orders per month. With the exception of items on the PEL and items added with ceiling prices post-award, the item price for urgent and emergency orders will be the same as routine/non-emergency orders.

c. Consolidated Bill of Material (BOM) Requirement: For specific projects/bill-of-materials orders, the contractor shall consolidate shipments and deliver all supplies within the delivery timeframe as specified in the order to the destination point. The project must be delivered with a 100% line item fill-rate. Failure to deliver the project in its entirety may result in the refusal of the shipment without liability from the Government to the contractor.

d. Specialty Item Requirement: Deliveries for items that are “manufactured to order” must meet deliveries specified in the order.

e. DLA CONUS Containerization and Consolidation Point (CCP) Requirements:

(1) All orders shipping through DLA Distribution will require MIL-STD-129 bar coding.

(2) All orders being delivered to the U.S. Central Command (CENTCOM) shall also be required to ship using Government Transportation via DLA Distribution. The U.S. Central Command (CENTCOM) is one of nine combatant commands in the United States military. Located between the European and Pacific combatant commands, U.S. Central Command's area of responsibility (AOR) covers the "central" area of the globe and consists of 20 countries: Afghanistan , Bahrain , Egypt , Iran , Iraq , Jordan , Kazakhstan , Kuwait , Kyrgyzstan , Lebanon , Oman , Pakistan , Qatar , Saudi Arabia , Syria , Tajikistan , Turkmenistan , United Arab Emirates , Uzbekistan , and Yemen .

(3) The TLS Contractor shall be responsible for coordinating the transportation booking in conjunction with DLA Distribution. The TLS Contractor must submit a shipping request form containing shipment information to obtain shipping instructions and carrier documentation from DLA Distribution. Shipping request forms are to be submitted to DLA Distribution, Attention: Transportation Division, Email: delivery@dla.mil , Phone: 1-800-456-5507, Facsimile: 1-717-770-2709.

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

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Part 12 Clauses (CONTINUED)

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

g. With the exception of CENTCOM, **the Contractor is contractually obligated to be able to provide delivery via commercial transportation resources in both CONUS and OCONUS to the point of need.** However, the Government reserves the right to use the system that is best able to meet mission requirements. Therefore, delivery may be to a CONUS based debarkation point and then transported via federal government assets to OCONUS locations.

9. Performance Metrics - Fill Rate and On-Time Delivery:

a. The TLS Contractor must maintain a minimum of 95% line item fill rate (quantity delivered versus quantity ordered for a particular line item). Quantity Fill Rate shall be calculated as follows:

$$\frac{\text{Quantity Delivered}}{\text{Quantity Ordered}}$$

b. The TLS Contractor must maintain a minimum 90% on-time delivery fill rate (quantity delivered on-time versus quantity delivered). Delivery Fill Rate shall be calculated as follows:

$$\frac{\text{Quantity Delivered On Time}}{\text{Quantity Delivered}}$$

c. An order is considered to be filled when the TLS Contractor has delivered to the customer delivery point all material requested in the order in the timeframe required.

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

e. The Contractor shall establish and maintain procedures to ensure that there are controls over subcontracting, including oversight and surveillance of subcontracted effort, to ensure the right quantities and on-time delivery. Failure to meet these requirements shall subject a contractor/vendor to corrective and/or remedial action under the contract. The Government also reserves all rights and remedies provided under the contract in the event the contractor/vendor fails to meet these material requirements.

10. Readiness Plan:

Subject contracts may be utilized to support contingencies within the United States (CONUS) and outside the United States (OCONUS). Contingencies encompass military operations, stability operations, natural disasters, humanitarian, and other calamitous events and are often short notice. Therefore, awardees under this program must maintain a readiness plan for customer support, product support, and distribution to respond to urgent requirements. Awardees must be prepared to provide support around the clock for increased quantities and/or rapid acquisition and accelerated deliveries for all items and incidental services provided for under the scope of the Special Operational Equipment Tailored Logistics Support (TLS) Program. Furthermore, there are NSNs on the Price Evaluation List (PEL) with Surge & Sustainment requirements in the form of a specific Monthly Wartime Rates (MWR). Offerors will be required to submit a Capability

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Part 12 Clauses (CONTINUED)

Assessment Plan (CAP) for these identified NSNs. Procurement Notes L18 Surge and Sustainment (S&S) Requirements - Instructions to Offerors (FEB 2017), L19 Surge and Sustainment (S&S) - Capability Assessment Plan (CAP) (MAY 2017), and M07 Surge and Sustainment (S&S) Evaluation (FEB 2017) are applicable. During contract performance, awardees may be requested to provide a CAP and comply with the applicable Procurement Notes should additional NSNs be identified as having specific Surge & Sustainment requirements.

11. Preservation, Packaging, and Marking:

a. Unless otherwise specified, preservation, packaging, and packing shall be to a degree of protection to preclude damage to containers and/or the contents thereof under normal shipping conditions and handling which conform to normal commercial practices, and applicable carrier regulations involving shipment from the contractor to the receiving location. Commercial markings that do not interfere with the positioning of required markings on containers do not need to be removed.

b. Material requiring specialized packaging and marking shall be appropriately packaged and marked in accordance with industry standards.

c. Effective June 1, 2015, Federal Standard No. 313-E, Material Safety Data, Transportation Data and Disposal Data for Hazardous Materials Furnished to Government Activities, establishes the requirement for preparation and submission of Safety Data Sheets (SDS) in lieu of Material Safety Data Sheets (MSDS) by suppliers who provide hazardous materials to government activities. The Occupational Safety and Health Administration (OSHA) has modified its Hazard Communication Standard (HCS) to conform to the United Nations Globally Harmonized System of Classification and Labeling of Chemicals. As a result of this change, GSA revised Federal Standard No. 313-E requiring Safety Data Sheets for classifying chemicals and communicating the applicable information on labels. Upon receipt of applicable items, TLS Vendors will be required to obtain safety data sheets consistent with the requirements found at 29 C.F.R. 1910.1200 for hazardous materials delivered to the Government. TLS Vendors will also be required to obtain Hazardous Communication Standard (HCS) labels in accordance with 29 C.F.R. 1910.1200 requirements or current Consumer Product Safety Act (CPSA), Federal Hazardous Substance Act (FHSA) labels when subject to labeling requirements under those statutes. This product labeling is required for hazardous materials delivered to the Government. . The contractor will also be responsible for maintaining all SDS and HCS labels received from suppliers on file. The contractor will furnish copies of all applicable SDS for the authorized customers upon initial delivery of covered items. The TLS Contractor shall also assure that all hazardous material is correctly labeled. The contractor will furnish copies of all SDS and HCS labels obtained to the Contracting Officer upon request.

For more information on SDS, refer to OSHAs website, available at:

https://www.osha.gov/law-regs.html

For information on 29 C.F.R. 1910.1200, refer to the below link:

https://www.osha.gov/dsg/hazcom/index.html

d. A packing list/slip shall be enclosed with each shipped order, containing the following information, as a minimum: TLS Contractor's name, delivery order number, job order number (if necessary), document number, delivery site, date of order, itemized list of supplies included in the shipment, quantity ordered,

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Part 12 Clauses (CONTINUED)

quantity shipped, burdened unit price and any special instruction shall be enclosed with each shipped order. The line item number(s) used in the order and confirmation will be duplicated on the packing slip. The prices shown on the packing list/slip must be identical to the order price. To ensure that all receiving activities can properly identify items for other than routine orders, packing list/slip shall be annotated as follows:

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

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

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

f. The TLS Contractor must be able to provide fully traceable certifications or proof of delivery documentation for each shipment.

12. Hazardous Material and Transportation:

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

b. The TLS Contractor must submit a shipping request form containing shipment and hazardous information to obtain shipping instructions and carrier documentation. Shipping request forms are to be submitted to DDC via email delivery@dla.mil or fax 717-770-2701. The TLS contractor is responsible for certifying the Shippers Declaration of Dangerous Goods for hazardous materials to the ultimate consignee. When applicable, the TLS contractor is required to certify the materials for the various modes of transportation each shipment will be transported. (An example of this is a shipment moving from a contractor's location via ground transport to a military aerial port. Contractor will need to complete a Shippers Declaration of Dangerous Goods for ground movement and a Shippers Declaration of Dangerous Goods for military air movement).

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

DTR - Defense Transportation Regulation
http://www.transcom.mil/j5/pt/dtr.cfm

49 CFR 170-178 - Code of Federal Regulations
http://www.access.gpo.gov/nara/cfr/waisidx 99/49cfrv2 99.html

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

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

MilAir (AFMAN24-204(I)) Air Force Interservice Manual
http://static.e-publishing.af.mil/production/1/af_a4/publication/afman24-306/afman24-306.pdf

SDDC Freight Traffic Rules Publication No. lC (MFTRP No. 1C)

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Part 12 Clauses (CONTINUED)

www.sddc.army.mil/sddc/Content/Pub/8188/MFTRP1C.pdf

13. Inspection and Acceptance:

The point of inspection and acceptance for items supplied under any resulting contract(s) shall be Destination (defined as customer's CONUS location, customer's OCONUS location, or a CONUS Consolidation Point where applicable). The Government, however, has the right to inspect and test supplies called for by the contract, to the extent practicable, at all places, times, including the place of manufacture, both before and after acceptance.

14. Quality Requirements:

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

15. Source Restriction Compliance Plan:

The Contractor must have a plan for monitoring suppliers' compliance to the Sourcing Restrictions contained in the contract: Buy American Act, Preference for Certain Domestic Commodities/Berry Amendment, and Restrictions on Certain Foreign Purchases. *Note that for this procurement, contractors shall only provide end items that are manufactured or substantially transformed in the United States or a Qualifying or Designated country, as set forth in FAR 25.003 and DFARS 225.003.* Unless the Berry Amendment applies to the end item, the Contracting Officer may waive the requirement to supply U.S.-made, Qualifying or Designated country end product at his or her sole discretion under circumstances where offers of U.S.-made, Qualifying country, or Designated country end products from responsible offerors are either not received or are insufficient to fill the Government's requirements. Contractors must be aware of which provision applies at the time that they submit their quotes and comply with the applicable statute, law, or regulation. The Contractor's Source Restriction Compliance Plan must include each of the following required elements and must be maintained and actively employed throughout the life of the contract:

- **a. Procedures to confirm the source of material**. The plan must detail and ensure all products supplied will comply with the source restriction requirements, material component(s), country of origin, and place of manufacture.
- **b. Flow-down.** The plan must detail and ensure this process and clauses are communicated with suppliers (as well as product manufacturers and any other relevant participant in the supply chain).
- **c. Audit procedures.** The plan must detail and ensure assessments are conducted such that the supplies delivered comply with source restriction requirements of any resultant contract under this solicitation.
- **d. Remedies.** The plan must detail and ensure actions will be taken in the event delivered items to the customer are subsequently found to be in violation of the source restriction requirements.

The contractor must provide evidence demonstrating compliance upon request. The plan is subject to regular and random audits. Violations detected during performance could result in Government non-acceptance of materials and non-payment to the contractor for the non-conforming items.

16. Warranty, Return, and Discrepant Orders:

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Part 12 Clauses (CONTINUED)

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

b. Material return and replacement policy shall be in accordance with the following:

(1) The contractor will accept returns and, if the authorized customer still requires the product(s), replace the product(s) under the following conditions:
(a) Incorrect products were shipped;
(b) Products were damaged in shipment;
(c) Products arrived with concealed shipping damages;
(d) Products which are recalled, regardless of level of recall, except when the manufacturer's policy states otherwise, in which case the manufacturer's disposition instructions will be followed;
(e) Other returns consistent with the TLS Contractor's normal return policy to include return of excess material ordered by the customer based on a project estimate.

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

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

17. Reporting Requirements:

a. Ethics Plan: Within 30 calendar days after contract award, the contractor shall provide its written code of business ethics and conduct to the Contracting Officer.

b. Monthly Usage Data: Monthly usage data shall be provided by the TLS Contractor and made available to DLA Troop Support within 15 days from the end of each calendar month covering each order received under the contract. Data shall be arrayed to provide Government access on a line-by-line or delivery order basis. The required format for submission of this information is contained in the Attachment "Usage Data." **THE DATA SUBMITTED MUST CONTAIN THE *ACTUAL MANUFACTURER'S* NAME AND THE MANUFACTURER'S PART NUMBER. ANY OTHER METHOD OF IDENTIFYING THE MANUFACTURER AND MANUFACTURER'S PART NUMBER, SUCH AS A SYSTEM UNIQUE TO THE TLS CONTRACTOR, IS UNACCEPTABLE**.

c. CPARS: The contractor's performance under the contract including but not limited to quote rate, quantity fill rate, on-time delivery fill rate, and customer satisfaction will be recorded in the Contractor Performance Assessment Reporting System (CPARS). CPARS is a web-based system used to input data on contractor performance. Once the data is input to the CPARS system, this data is then uploaded to the Past Performance Information Retrieval System (PPIRS) database and is made available for use in source selections.

d. Tailored Logistics Purchasing Reviews Affirmation: Annually, the contractor will provide the affirmation required by Procurement Note C08 Tailored Logistics Support Purchasing Reviews is applicable.

e. In Process Reviews (IPR): The contractor and the DLA Troop Support Contracting Officer will meet, at a

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Part 12 Clauses (CONTINUED)

minimum, on an annual basis to discuss issues relating to the contractor's performance and customer satisfaction. This meeting is at no cost to the Government.

(END STATEMENT OF WORK)

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

Attachments

List of Attachments

File Name	Description
ATTACH_Attachment_1	Attachment 1 Ceiling Prices_Noble.xlsx
ATTACH_Attachment_2	Attachment 2 Usage Data.pdf
ATTACH_Attachment_3	Attachment 3 Bilateral Noble.pdf

EXHIBIT A-2

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NUMBER: 1000125198

PAGE 1 OF 42

2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
SPE8EH-24-D-0003	2024 MAR 14		SPE8EH-21-R-0001	2022 MAR 22

7. FOR SOLICITATION INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER *(No collect calls)*	8. OFFER DUE DATE/ LOCAL TIME

9. ISSUED BY — CODE: SPE8EH

DLA TROOP SUPPORT
CONSTRUCTION & EQUIPMENT (FES)
700 ROBBINS AVENUE
PHILADELPHIA PA 19111-5096
USA
Local Admin: Kelly Callahan PEPCBEE Tel: 215-737-5186
Email: DLA-TS-FCCA.Inquiry@dla.mil

10. THIS ACQUISITION IS
- ☐ UNRESTRICTED OR ☒ SET ASIDE: 100 % FOR:
- ☒ SMALL BUSINESS
- ☐ HUBZONE SMALL BUSINESS
- ☐ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS
- ☐ WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM
- ☐ EDWOSB
- ☐ 8 (A)

NAICS: 339999
SIZE STANDARD:500

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED	12. DISCOUNT TERMS	13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	13b. RATING / 14. METHOD OF SOLICITATION
☐ SEE SCHEDULE	Net 30 days	☐	RFQ ☐ IFB ☒ RFP

15. DELIVER TO — CODE:

SEE SCHEDULE

16. ADMINISTERED BY — CODE: SPE8EH

SEE BLOCK 9
Criticality: PAS : None

17a. CONTRACTOR/ OFFEROR — CODE: 1HEN9 — FACILITY CODE:

NOBLE SUPPLY & LOGISTICS, LLC
1 MARINA PARK DRIVE, SUITE 220
BOSTON MA 02210-1873
USA

TELEPHONE NO. 7818711911

18a. PAYMENT WILL BE MADE BY — CODE: SL4701

DEF FIN AND ACCOUNTING SVC
BSM
P O BOX 182317
COLUMBUS OH 43218-2317
USA

☐ 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED. ☐ SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	See Schedule				

25. ACCOUNTING AND APPROPRIATION DATA

26. TOTAL AWARD AMOUNT *(For Govt. Use Only)*: $7000000,000.00

- ☐ 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ☐ ARE ☐ ARE NOT ATTACHED.
- ☒ 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ☒ ARE ☐ ARE NOT ATTACHED.

☒ 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED

☒ 29. AWARD OF CONTRACT: REF. Noble's OFFER DATED 2023-Dec-05. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH, HEREIN IS ACCEPTED AS TO ITEMS: ALL

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA *(SIGNATURE OF CONTRACTING OFFICER)*: Mary Ryan

30b. NAME AND TITLE OF SIGNER *(Type or Print)*	30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER *(Type or Print)*	31c. DATE SIGNED
		Mary Ryan mary.ryan@dla.mil	2024 MAR 14

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV. 2/2012)
Prescribed by GSA - FAR (48 CFR) 53.212

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER ☐ PARTIAL ☐ FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT ☐ COMPLETE ☐ PARTIAL ☐ FINAL	37. CHECK NUMBER

38. S/R ACCOUNT NO.	39. S/R VOUCHER NUMBER	40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY *(Print)*	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT *(Location)*	
		42c. DATE REC'D *(YY/MM/DD)*	42d. TOTAL CONTAINERS

STANDARD FORM 1449 (REV. 2/2012) **BACK**

Form

Standard Element has no Title

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6. Continuation of Blocks 19-24: Schedule of Supplies/Services

A. DLA Troop support is awarding **multiple** Indefinite Delivery/Indefinite Quantity (IDIQ) Fire & Emergency Services (F&ESE) Tailored Logistics Support (TLS) Contracts under solicitation SPE8EH-21-R-0001. **Delivery orders above the micro-purchase will be competed** amongst the contract holders.

B. PRODUCT SUPPORT:

The AWARDEE is responsible for supplying, to authorized customers under the resulting contracts, various types of fire & emergency services equipment. These items include, but are not limited to: hoses, hose fittings, nozzles, tools, fire extinguishers and other extinguishing agents, poles, ladders, rescue equipment, respiratory protective devices, regulators, uniforms, station training gear, turn out gear, first response and search and rescue supplies, decontamination equipment, detection equipment, protective clothing used for hazardous material (HAZMAT) and other emergency scenarios, communication equipment and tools, first responder equipment, training equipment, compressors, emergency egress and protective systems, pumps, generators, and storage, containment, and racking systems. All items are commercial products or modified commercial products which are identified by manufacturer's part number, or commercial item descriptions. All items are to conform to the manufacturer's commercial specifications.

C. PRICING:

1) The AWARDEES accepted ceiling prices for the Price Evaluation List (PEL) and accepted alternates and the pricing for the incidental service scenario is included in Attachment 1. The scenario price for the Incidental Service may be used as a benchmark during the post-award competition of delivery orders when the service is requested. It is anticipated that the Tailored Logistics Support Contractor shall be as aggressive as possible in pursuing all discounts and rebates. All discounts and rebates must be passed on to DLA Troop Support. The TLS Contractor shall guarantee that DLA Troop Support and its customers will receive discounts and rebates equal to or better than the offerors most favored commercial customers with similar sales.

2) Base Period and Option Year Prices: The Prices for the PEL accepted by the Government are being awarded as firm fixed ceiling prices. The fixed prices will constitute a ***Not to exceed CEILING PRICE*** for the ***BASE PERIOD*** **(two year term) and each OPTION PERIOD (four two-year terms)** on this contract for the Fire & Emergency Services Tailored Logistics Support Program.
Note: The awardee is encouraged, when competing for delivery orders, to provide a quote less than their ceiling price.

D. TERM

The resultant contract is an IDIQ Contract with a base ordering periods of two (2) years and four (4) two-year option periods for a maximum term of ten (10) years. The contract contains a provision for unilateral option(s) on the part of the Contracting Officer to extend the term of the contract. A 60-day implementation period is included, if needed, after award**.**

Base Period: March 14, 2024 to March 13, 2026
Option Period 1: March 14, 2026 to March 13, 2028
Option Period 2: March 14, 2028 to March 13, 2030
Option Period 3: March 14, 2030 to March 13, 2032
Option Period 4: March 14, 2032 to March 13, 2034

CONTINUED ON NEXT PAGE

Form (CONTINUED)

E. ESTIMATED DEMAND

The estimated annual sales set forth in solicitation SPE8EH-21-R0001 were GOOD FAITH ESTIMATES ONLY based on the best data available to the Contracting Officer at the time of issuance of this solicitation, and do not constitute guarantees that this volume or value will actually be ordered. The AWARDEE was advised they must consider any business risks associated with the estimates and include them within the breadth of their proposals.

Total Estimated Value (10 Years) $2,800,000,000.00
Estimated Value Base Year (2 Years) $560,000,000.00
Estimated Value Option Year 1 (2 Years) $560,000,000.00
Estimated Value Option Year 2 (2 Years) $560,000,000.00
Estimated Value Option Year 3 (2 Years) $560,000,000.00
Estimated Value Option Year 4 (2 Years) $560,000,000.00

NOTE: The Contracting Officer estimated, based on an analysis of historical data for the current F&ESE TLSP, which had seven (7) contract holders, that the annual estimated demand value per contract holder for a 5th generation contract was $32 million. THIS INFORMATION WAS PROVIDED FOR INFORMATIONAL PURPOSES ONLY IN THE SOLICITATION AND IS IN NO WAY A GUARANTEE THAT THIS VALUE WILL BE ORDERED UNDER THIS CONTRACT.

F. CONTRACT MINIMUM/MAXIMUM

The Government guarantees that it will order quantity of supplies and incidental services having a minimum dollar value of $250,000.00 during the base period. The aggregate of delivery orders issued during contract performance during the base period will be applied to the minimum guarantee. At the time when the aggregate of delivery orders equals or exceeds the guaranteed minimum for the contract, the guaranteed minimum will have been met and the Government's obligations with regard to the guarantee will have been satisfied.

The maximum dollar value that can be obligated for a contract awarded under solicitation SPE8EH-21-R-0001 is $7,000,000,000.00, meaning that the cumulative obligations of all orders placed against the contract resulting from this solicitation cannot exceed $7,000,000,000.00. The maximum of $7,000,000,000.00 also represents the maximum for the acquisition and the program; the sum of all orders against all contracts shall not exceed $7,000,000,000.00.

Note: The Maximum Contract Value is $7 billion. The maximum dollar value of $7 billion accounts for potential surge and contingency requirements; however, $2.8 billion remains the estimated dollar value for the acquisition.

G. CONTRACT ADMINISTRATION

Contract Administration shall be performance by DLA Troop Support.

H. ADDITIONAL FEATURES:

All plans submitted as part of the Awardee's Non-Price Proposal (including revisions in discussions) are to be followed during contract performance. Noble will also provide the additional features listed below in accordance with their proposal. Where applicable, the features listed below supersede the requirements in the Statement of Work:

- Noble will utilize vendor scorecards and will take corrective action.
- Noble will hold quarterly meetings with top suppliers and receive training from vendors at a monthly Vendor Day.
- Noble will meet a 98% Quote Rate.
- Noble will meet a 99% Fill Rate.
- Noble will meet a 98% On-Time Delivery Performance.

Part 12 Clauses

CONTINUED ON NEXT PAGE

Part 12 Clauses (CONTINUED)

NOTICE

1. The resulting contract constitutes the Government's acceptance of Quantico's initial offer, dated May 17, 2022, including revisions, through Final Proposal Revision dated December 4, 2023, the offer is in accordance with Request for Proposal (RFP) SPE8EH-21-R-0001, including Amendments 0001 through 0007. Performance under this contract shall be governed by the terms and conditions of SPE8EH-21-R-0001, including amendments 0001 through 0007.

2. The contract is for the Fire & Emergency Services Equipment (F&ESE) Tailored Logistics Support (TLS) Program for logistical support of military commands, federal agencies, and other authorized DLA customers located worldwide - e.g., from the continental United States to outlying regions such as Hawaii and Guam, Europe, Japan, Korea, Africa, and the Middle East. The contract requires support to all authorized customers worldwide. Subject contract represents the continuation of an existing program and the sixth (6^{th}) generation of F&ESE TLS support. The Government has made multiple awards. Under this program, there are estimated sales of $280 million annually consisting of 2,400 orders and 8,300 lines to support 757 individual DoDAACS. The Department of Defense Activity Address Code (DoDAAC) is a six position code that uniquely identifies a Department of Defense unit, activity, or organization. NOTE: The Contracting Officer estimated, based on an analysis of historical data for the current F&ESE TLSP, which has seven contract holders, that the annual estimated sales per contract holder was $32 million, the annual estimated number of delivery orders per contract holder was 333 and the annual estimated number of delivery locations (States/Countries) per contract holder was 53. THIS INFORMATION WAS PROVIDED FOR INFORMATIONAL PURPOSES ONLY FOR SOLICITATION SPE8EH-21-R-0001 AND IS IN NO WAY A GUARANTEE THAT THESE FIGURES REPRESENT WHAT WILL BE REQUIRED UNDER THIS CONTRACT.

3. DLA Troop Support is a Primary Level Field Activity of the Defense Logistics Agency (DLA) and is a combat support activity whose objective is to continue, and to expand, its use of unique and innovative approaches for providing focused logistics support for its military and federal customers, as well as other authorized customers, including for fire and emergency equipment requirements. Proposals were solicited for tailored logistics packages that, to the maximum extent practicable, will employ the techniques, advantages and economies of commercial business practices to reduce the total logistics cost to DLA Troop Support and its customers, and to provide rapid response, direct vendor delivery, advanced distribution, material management, total asset/in-transit visibility, and information fusion, in response to, and to the satisfaction of, DLA Troop Support customers' demands. Therefore, to the maximum extent practicable, this resultant contract shall integrate the business practices of the commercial industry and military supply distribution systems.

4. The AWARDEE must be able to supply the fire and emergency services equipment items as described to all authorized customers worldwide. Customers will be Military Services / Department of Defense (DOD), other federal agencies, state and local governments, and other authorized customers of DLA Troop Support.

5. The exercise of options by the Contracting Officer is covered in FAR 52.217-9 entitled “Option to extend the term of the contract.” Acceptance of this clause was mandatory. Therefore, submission of a proposal/offer was considered the AWARDEE'S acceptance of the option provision.

6. Requests for supplies will be competed among awardees, except that the Government reserves the right to direct orders to a particular source under urgent circumstances, to meet contractual minimums, or to provide economy and efficiency as a logical follow-on to an order already issued in accordance with FAR 16.505(b)(2). Award decisions may be made either by line item or in their entirety. After contract award, the contracting officer may choose to use reverse auctions for the competition of delivery orders as outlined in the Procurement Note COMPETING INDIVIDUAL DELIVERY ORDERS

CONTINUED ON NEXT PAGE

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE8EH-24-D-0003	PAGE 7 OF 42 PAGES

Part 12 Clauses (CONTINUED)

THROUGH ON-LINE REVERSE AUCTIONING. In accordance with FAR 16.505(b)(6), the following individual has been designated the delivery order ombudsman:

Competition Advocate
DLA Troop Support
700 Robbins Avenue
Philadelphia, PA 19111

7. The Berry Amendment and Buy American Act apply to this contract. Depending on the item being solicited during the post-award delivery order competition, the Berry Amendment or the Buy American Act requirements may apply. Note that for this procurement, the AWARDEE shall only provide end items that are manufactured or substantially transformed in the United States or a Qualifying or Designated country, as set forth in FAR 25.003 and DFARS 225.003. Additionally, there are other procurement restrictions set forth in the regulations that may apply to certain specific products. The AWARDEE must be aware of which provision applies at the time that they submit their offer during the post-award delivery order competition.

8. **The contract is being issued as a 100% Total Small Business Set-Aside (SBSA) acquisition with an Individual Waiver to the Non-Manufacturer Rule.**

9. The contract is being awarded on the basis of F.O.B. Destination in accordance with FAR 47.303-6.

10. Invoicing and Payment:

- For purposes of receiving payment for material shipments (orders), the accepted electronic form for submission of payment requests and receiving reports is Wide Area WorkFlow (WAWF). Reference DFARS 252.232-7003 Electronic Submission of Payment Requests and Receiving Reports. The TLS Contractor shall submit payment requests and receiving reports using WAWF, in one of the following electronic formats that WAWF accepts: Electronic Data Interchange, Secure File Transfer Protocol, or World Wide Web input. WAWF is available on the Internet via the Procurement Integrated Enterprise Environment (PIEE) at https//piee/eb.mil.
- Prompt Payment shall be utilized. Prompt Payment shall be utilized in accordance with FAR 32.9 for all delivery orders. All delivery orders with incidental services shall also utilize prompt payment. If utilized, Fast Payment shall be in accordance with FAR 13.4. Fast Pay *may* be utilized for delivery orders issued under this contract valued up to $35,000 that have inspection and acceptance at destination and meet one of the following: customer direct OCONUS, customer direct to a container consolidation point (CCP), or customer direct to a forward stocking location (FSL). Fast Payment Procedures are subject to change based on regulations and the needs of the DLA Troop Support TLS Program.

11. A Surge & Sustainment Capability Assessment Plan (CAP) was not required at the time of solicitation as there are currently no NSNs having a Monthly Wartime Rate (MWR) being supported under the program. However, Procurement Notes L18 Surge and Sustainment (S&S) Requirements - Instructions to Offerors (FEB 2017), L19 Surge and Sustainment (S&S) - Capability Assessment Plan (CAP) (MAY 2017), and M07 Surge and Sustainment (S&S) Evaluation (FEB 2017) were included in the solicitation and are included in this contract. During contract performance, the AWARDEE may be requested to provide a CAP and comply with the applicable Procurement Notes should NSNs be identified as having specific Surge & Sustainment MWR requirements.

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

13. For this contract, the term “day” means a calendar day unless otherwise specified.

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Part 12 Clauses (CONTINUED)

14. **CONTRACTOR CODE OF BUSINESS ETHICS (FEB 2012) DLA TROOP SUPPORT**

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

If this solicitation or contract includes FAR clause 52.203-13 - CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT; the contractor shall comply with the terms of the clause and have a written code of business ethics and conduct; exercise due diligence to prevent and detect criminal conduct; promote ethical conduct and a commitment to compliance with the law within their organization; and timely report any violations of federal criminal law involving fraud, conflict of interest, bribery or gratuity violations found in title 18 of the United States Code or any violations of the False Claims Act. (31 U.S.C. 3729-3733). **The AWARDEE must provide a copy of its written code of business ethics and conduct to the Contracting Officer within 30 days of contract award.**

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

The following websites are provided to suppliers to obtain the full text of the FAR, DFARS, and DLAD provisions, clauses, and Procurement Notes listed below: https://www.acquisition.gov, http://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html, http://www.dla.mil/hq/acquisition/offers/DLAD.aspx and http://www.dla.mil/HQ/Acquisition/Offers/eProcurement.aspx.

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

This contract incorporates updates clauses. Acceptance of this contract constitutes acceptance of the these clauses.

16. FAR 52.211-14 Notice of Priority Rating for National Defense, Emergency Preparedness, and Energy Program Use and FAR 52.211-15 Defense Priority and Allocation Requirements are included in the contract. Though the basic contract is not rated, individual delivery orders may be rated.

(END OF NOTICE)

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Part 12 Clauses (CONTINUED)

52.212-4 Contract Terms and Conditions --Commercial Products and Commercial Services (NOV 2023).

a) *Inspection/Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) *Assignment.* The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (*e.g.,* use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) *Changes.* Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes.* This contract is subject to 41 U.S.C. chapter 71, Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at Federal Acquisition Regulation (FAR) 52.233 -1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions.* The clause at FAR 52.202 -1, Definitions, is incorporated herein by reference.

(f) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) *Invoice.* (1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include --

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

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Part 12 Clauses (CONTINUED)

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (*e.g.,* 52.232 -33, Payment by Electronic Funds Transfer -- System for Award Management, or 52.232 -34, Payment by Electronic Funds Transfer --Other Than System for Award Management), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) *Patent indemnity*. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) *Payment* --(1) *Items accepted*. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) *Prompt payment*. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) *Electronic Funds Transfer (EFT)*. If the Government makes payment by EFT, see 52.212 -5(b) for the appropriate EFT clause.

(4) *Discount*. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) *Overpayments*. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall --

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the --

(A) Circumstances of the overpayment (*e.g.*, duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected line item or subline item, if applicable; and

(D) Contractor point of contact.

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Part 12 Clauses (CONTINUED)

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) *Interest.* (i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) *Final decisions.* The Contracting Officer will issue a final decision as required by 33.211 if --

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607 -2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on --

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in FAR 32.608 -2 in effect on the date of this contract.

(j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

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Part 12 Clauses (CONTINUED)

(k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title.* Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty.* The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability.* Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliances.* The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity. (s) *Order of precedence.* Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause; (3) the clause at 52.212 -5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

(t) [Reserved]

(u) Unauthorized Obligations. (1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern: (i) Any such clause is unenforceable against the Government.

CONTINUED ON NEXT PAGE

Part 12 Clauses (CONTINUED)

(ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (*e.g.,* "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(v) *Incorporation by reference.* The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of clause)

Addendum

52.203-3 GRATUITIES (APR 1984) FAR

52.203-18 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS-REPRESENTATION (JAN 2017) FAR

252.203-7000 REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (SEP 2011) DFARS

252.203-7002 REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (DEC 2022) DFARS

252.203-7003 AGENCY OFFICE OF THE INSPECTOR GENERAL (AUG 2019) DFARS

52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018)

52.204-16 COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (AUG 2020) FAR

52.204-18 COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (AUG 2020) FAR

52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014) FAR

52.204-21 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (NOV 2021) FAR

252.204-7000 DISCLOSURE OF INFORMATION (OCT 2016) DFARS

252.204-7003 CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992) DFARS

252.204-7009 LIMITATIONS ON THE USE OR DISCLOSURE OF THIRD-PARTY CONTRACTOR REPORTED CYBER INCIDENT INFORMATION (JAN 2023) DFARS

252.204-7012 SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (JAN 2023) DFARS

252.204-7015 NOTICE OF AUTHORIZED DISCLOSURE OF INFORMATION FOR LITIGATION SUPPORT (JAN 2023) DFARS

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252.204-7018 PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES (JAN 2023)

252.204-7020 NOTICE OF NIST SP 800-171 DOD ASSESSMENT REQUIREMENTS (NOV 2023) DFARS

252.205-7000 PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS (JAN 2023) DFARS

52.208-9 CONTRACTOR USE OF MANDATORY SOURCES OF SUPPLY OR SERVICES (MAY 2014) FAR

52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018) FAR

252.209-7004 SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A COUNTRY THAT IS A STATE SPONSOR OF TERRORISM (MAY 2019) DFARS

52.211-14 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE, EMERGENCY PREPAREDNESS, AND ENERGY USEPROGRAM (APR 2008) FAR

52.211-15 DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS (APR 2008) FAR

52.211-16 VARIATION IN QUANTITY (APR 1984) FAR
(a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of
loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) of this
clause.
(b) The permissible variation shall be limited to:
0 Percent increase [Contracting Officer insert percentage]
0 Percent decrease [Contracting Officer insert percentage]
This increase or decrease shall apply to Each Order.*

52.211-17 DELIVERY OF EXCESS QUANTITIES (SEP 1989) FAR

252.211-7003 ITEM IDENTIFICATION AND VALUATION (JAN 2023) DFARS

252.211-7008 USE OF GOVERNMENT-ASSIGNED SERIAL NUMBERS (SEP 2010) DFARS

52.213-1 FAST PAYMENT PROCEDURE (MAY 2006) FAR

52.215-21 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA - MODIFICATIONS (NOV 2021) FAR

52.216-19 ORDER LIMITATIONS (OCT 1995) FAR
(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than **No Minimum** [insert dollar figure or quantity], the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
(b) Maximum order. The Contractor is not obligated to honor --
(1) Any order for a single item in excess of **No Maximum** [insert dollar figure or quantity];
(2) Any order for a combination of items in excess of **N/A** [insert dollar figure or quantity]; or

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(3) A series of orders from the same ordering office within **N/A** days that together call for quantities exceeding the limitation in paragraph (b)
(1) or (2) of this section.
(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum order
limitations in paragraph (b) of this section.
(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within **N/A** days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.
(End of clause)

52.216-22 INDEFINITE QUANTITY (OCT 1995) FAR
(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.
(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the “maximum.” The Government shall order at least the quantity of supplies or services designated in the Schedule as the “minimum.”
(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after **180 days after award** [insert date].
(End of clause)

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

252-216-7010 POST AWARD DEBRIEFINGS FOR TASK ORDERS AND DELIVERY ORDERS (DEC 2022) DFARS

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000) FAR
a) The Government may extend the term of this contract by written notice to the Contractor within **3 days before the contract expires** [insert the period of time within which the Contracting Officer may exercise the option]; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least **30** days [60 days unless a different number of days is inserted] before the contract expires. The preliminary notice does not commit the Government to an extension.
(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed **10 years** (months) (years).
(End of clause)

52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (FEB 2021) FAR

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252.223-7001 HAZARD WARNING LABELS (DEC 1991) DFARS

252.223-7008 PROHIBITION OF HEXAVALENT CHROMIUM (JAN 2023) DFARS

252.225-7001 BUY AMERICAN AND BALANCE OF PAYMENTS PROGRAM - BASIC (JAN 2023) DFARS

252.225-7002 QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS (MAR 2022) DFARS

252.225-7012 PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (APR 2022) DFARS

252.225-7013 DUTY-FREE ENTRY (NOV 2023) DFARS

252.225-7015 RESTRICTION ON ACQUISITION OF HAND OR MEASURING TOOLS (JUN 2005) DFARS

252.225-7017 PHOTOVOLTAIC DEVICES (DEVIATION 2024-O0004)(JAN 2024)

252.225-7040 CONTRACTOR PERSONNEL SUPPORTING U.S. ARMED FORCES DEPLOYED OUTSIDE THE UNITED STATES (OCT 2015) DFARS

252.225-7041 CORRESPONDENCE IN ENGLISH (JUN 1997) DFARS

252.225-7043 ANTITERRORISM/FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES (OCT 2023) DFARS

252.225-7048 EXPORT CONTROLLED ITEMS (JUN 2013) DFARS

252.225-7052 RESTRICTION ON ACQUISITON OF CERTAIN MAGNETS AND TUNGSTEN (JAN 2023)

252.225-7056 PROHIBITION REGARDING BUSINESS OPERATIONS WITH THE MADURO REGIME (JAN 2023) DFARS

252.225-7058 POSTAWARD DISCLOSURE OF EMPLOYMENT OF INDIVIDUALS WHO WORK IN THE PEOPLE'S REPUBLIC OF CHINA (JAN 2023) DFARS

252.225-7060 PROHIBITION ON CERTAIN PROCUREMENTS FOR XINJIANG UYGHUR AUTONOMUS REGION (JUN 2023) DFARS

252.225-7061 RESTRICTION ON ACQUISITION OF PERSONAL PROTECTIVE EQUIPMENT AND CERTAIN OTHER ITEMS FROM NON-ALLIED FOREIGN NATIONS (JAN 2023) DFARS

252.225-7967 PROHIBITION REGARDING RUSSIAN FOSSIL FUEL OPERATIONS (DEVIATION 2024O0006) (FEB 2024)

252.225-7975 ADDITIONAL ACCESS TO CONTRACTOR AND SUBCONTRACTOR RECORDS (DEVIATION 2024-O0003)(DEC 2023) DFARS

252.225-7980 CONTRACTOR PERSONNEL PERFORMING IN THE UNITED STATES AFRICA COMMAND AREA OF RESPONSIBILITY (DEVIATION 2016-O0008) (JUN 2016) DFARS

252.225-7987 REQUIREMENTS FOR CONTRACTOR PERSONNEL PERFORMING IN USSOUTHCOM AREA OF RESPONSIBILITY (DEVIATION 2021-O0004) (FEB 2021) DFARS

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252.225-7993 PROHIBITION ON PROVIDING FUNDS TO THE ENEMY (DEVIATION 2024-O0003)(DEC 2023)

252.225-7995 CONTRACTOR PERSONNEL PERFORMING IN THE UNITED STATES CENTRAL COMMAND AREA OF RESPONSIBILITY (DEV 2017-O0004) (SEPT 2017) DFARS

52.227-1 AUTHORIZATION AND CONSENT (JUN 2020) FAR

252.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (JUN 2020) (FAR)

252.227-7015 TECHNICAL DATA - COMMERCIAL ITEMS (MAR 2023) DFARS

252.227-7037 VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA (JAN 2023) DFARS

52.232-17 INTEREST (MAY 2014) FAR

52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (MAR 2023) FAR

252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS (DEC 2018) DFARS

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JAN 2023) DFARS

252.232-7010 LEVIES ON CONTRACT PAYMENTS (DEC 2006) DFARS

52.233-3 PROTEST AFTER AWARD (AUG 1996) FAR

252.239-7017 NOTICE OF SUPPLY CHAIN RISK (DEC 2022) DFARS

252.239-7018 SUPPLY CHAIN RISK (DEC 2022) DFARS

52.242-13 BANKRUPTCY (JUL 1995) FAR

52.242-15 STOP-WORK ORDER (AUG 1989) FAR

252.243-7001 PRICING OF CONTRACT MODIFICATIONS (DEC 1991) DFARS

252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENTS (DEC 2022) DFARS

252.244-7000 SUBCONTRACTS FOR COMMERCIAL ITEMS (JAN 2023) DFARS

252.246-7003 NOTIFICATION OF POTENTIAL SAFETY ISSUES (JAN 2023) DFARS

52.247-34 F.O.B. DESTINATION (NOV 1991) FAR

52.247-68 REPORT OF SHIPMENT (RESHIP) (FEB 2006) FAR

252.247-7027 RIDING GANG MEMBER REQUIREMENTS (MAY 2018) DFARS

252.247-7023 TRANSPORATION OF SUPPLIES BY SEA -- BASIC (JAN 2023) DFARS

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52.253-1 COMPUTER GENERATED FORMS (JAN 1991) FAR

PROCUREMENT NOTES

C01 SUPERSEDED PART NUMBERED ITEMS (SEP 2016)

C02 MANUFACTURING PHASE OUT OR DISCONTINUATION OF PRODUCTION, DIMINISHING SOURCES, AND OBSOLETE MATERIALS OR COMPONENTS (DEC 2016)

C03 CONTRACTOR RETENTION OF SUPPLY CHAIN TRACEABILITY DOCUMENTATION (JUN 2020)

C06 SURGE AND SUSTAINMENT (S&S) REQUIREMENTS (FEB 2017)

C08 TAILORED LOGISTICS SUPPORT PURCHASING REVIEWS (FEB 2017)
(1) From the commencement of performance of this contract until 3 years after the final contract payment, the contractor must allow the contracting officer, ACO, Defense Contract Management Agency (DCMA), Defense Contract Audit Agency (DCAA), and any other duly authorized representative of the contracting officer access to all records and information pertaining to those items or services for which the Government is relying on the contractor's purchasing system to determine that competition was obtained or to justify that prices are fair and reasonable. The contractor must maintain records subject to this clause for not less than 3 years after the contract final payment. (2) The contracting officer may conduct reviews of purchased items or services provided under this contract regardless of dollar value that meet the criteria in paragraph (1) to ascertain whether the contractor has obtained the best value. The contractor must obtain competition to the maximum extent practicable for all purchases. Prior to purchasing any supplies or services, the contractor must solicit a competitive quotation from at least two independently-competing firms. For other than sole source items, the request for quotations must, to the maximum extent practical, solicit offers from different manufacturers or producers. If the contractor is unable to obtain quotes for competing items from two or more independently-competing firms, the contractor must retain documentation supporting its rationale for selection of the suppliers solicited and selected and its determination that the price was fair and reasonable. The contractor is responsible for maintaining this documentation for all sole source/non-competitive actions. The following price reasonableness and documentation requirements are applicable to all purchases, regardless of dollar value: (i) A price is reasonable if it does not exceed a price incurred by a prudent person in the conduct of competitive business. The contracting officer will examine the prices with particular care in connection with buys that may not be subject to effective competition restraints. The contractor's price will not be presumed to be reasonable. If an initial review of the facts results in a challenge of a specific price by the contracting officer or the contracting officer's representative, the burden of proof must be upon the contractor to establish that the price is reasonable under the standards in FAR Subpart 15.4 and FAR 31.201-3. (ii) The contractor must keep the documentation to a minimum, but must retain data supporting the purchases either by paper or electronically. At a minimum, price quotations and invoices must be retained. Should the contractor receive an oral price quotation, the contractor must document who the supplier or subcontractor is by complete name, address, telephone number, price, terms and other conditions quoted by each vendor. Price quotes for supplies must be broken down by individual items, shipping costs, and any other included expenses. Price quotes for incidental services which are not pre- priced in the contract must include labor hours and costs or prices, as applicable, including the total price of the job, individual pricing for the portions of the work if applicable, materials, and all other elements 8 Defense Logistics Acquisition Directive (DLAD) Procurement Notes Effective February 2, 2023 of cost, overhead, and profit. This price breakdown documentation must be made for each subcontractor performing work on this contract. (3) When applicable, if the contractor is purchasing from subcontractors or other sources and receives a discount or rebates, the contractor must immediately pass these savings to the Government in the contract price and invoice for payment. The contractor is required to use diligence in the selection of the most economical method of delivery of the product or services by selecting a best value method of delivery based on the urgency and nature of the work or product required. When labor hours are involved in the work to be accomplished and the contractor has not already pre-priced the

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Part 12 Clauses (CONTINUED)

effort to use its own labor force, the contractor must provide the labor at rates required by the contract (for example, Service Contract Act or Davis-Bacon Act rates) or at rates based on competition if mandatory rates are not required by the contract. (4) If the contracting officer determines that the purchased product or service is unreasonably priced, the contractor must refund to the Government the amount the contracting officer determines is in excess of a reasonable price. The contracting officer must notify the contractor in writing in accordance with FAR 32.604 Demand for Payment, giving the basis for the determination and the amount to be refunded. The contractor must make the refund payment in accordance with directions from the contracting officer, and must provide proof of the refund payment to the contracting officer. The contracting officer may collect the amount due using all available means in accordance with FAR Subpart 32.6. FAR 52.232-17, Interest, is applicable to payments not made within 30 days of the demand for payment. Any disputes arising under this provision must be handled in accordance with the “Disputes” clause of this contract. *****

C10 PLACEMENT OF TASK OR DELIVERY ORDERS AGAINST MULTIPLE INDEFINITE DELIVERY CONTRACTS (AUG 2017)
(1) In accordance with FAR 52.216-27, Single or Multiple Awards, the Government may elect 11 Defense Logistics Acquisition Directive (DLAD) Procurement Notes Effective February 2, 2023 to award multiple contracts under this solicitation. The Government will evaluate proposals in accordance with evaluation provisions in Section M of this solicitation. In the event of multiple awards, the Government will use the same evaluation criteria to determine which proposals represent the best value to the Government. The contracting officer has the discretion to determine the exact number of awards, considering the cost to the Government to administer multiple awards, the recurring nature of the requirement, the need to increase the active production base, and the benefits that may be achieved through continued competition. (2) Task or delivery order placement procedure. (a) In the event of multiple awards, the contracting officer will consider each awardee for placement of individual task or delivery orders unless an exception at FAR 16.505(b)(2) applies. However, awardees subject to testing and approval requirements (e.g., first article testing) are not eligible to receive orders until testing requirements are satisfactorily completed. Failure to successfully complete required testing will constitute grounds for contract termination for default by the Government. (b) Unless stated otherwise in the contract or in the request for quotes for task or delivery orders under this contract, the following evaluation process will be used in awarding task or delivery orders. The criteria used for evaluating offers for task or delivery orders under this contract are price, past performance, and delivery. Price is of importance than or to the other factors combined. Past performance will include performance on orders previously placed under the contract and may include performance under other contracts. In evaluating performance under previous orders, the contracting officer will consider delivery, quality of supplies or services furnished, and success in implementing any socioeconomic support programs that may be applicable to the contract. (3) Task and delivery order ombudsman. In accordance with FAR 16.505(b)(8), the competition advocate will address complaints or questions regarding the placement of individual task or delivery orders. Address correspondence to the appropriate supply chain listed below: For DLA Aviation: DLA Aviation Competition Advocate, BPP 8000 Jefferson Davis Highway Richmond, Virginia 23297-5124 For DLA Troop Support's construction and equipment, clothing and textile, subsistence, and medical supply chains: DLA Troop Support Competition Advocate, BPA 700 Robbins Avenue Philadelphia, Pennsylvania 19111-5096 For DLA Land and Maritime: DLA Land and Maritime Competition Advocate Post Office (P.O.) Box 3990 Columbus, Ohio 43218-3990 *****

C14 CORRECTION OF NONCONFORMING PACKAGING OR MARKING (MAY 2020)

C18 SHIPPING INSTRUCTIONS FOR EXPORT AND U.S. TERRITORIES (AUG 2017)

C19 TRANS-SHIPMENT OF MATERIAL THROUGH DLA CONTAINERIZATION AND CONSOLIDATION POINTS (CCP) (JUN 2020)

C20 VENDOR SHIPMENT MODULE (VSM) (NOV 2022)

G01 ADDITIONAL WIDE AREA WORKFLOW (WAWF) INFORMATION (AUG 2017)

L10 COMPETING INDIVIDUAL DELIVERY ORDERS THROUGH REVERSE AUCTIONS (OCT 2016)

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FAR 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS -- COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DEVIATION 2024-O0002)(JAN 2024)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

(1) 52.203 -19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113 -235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.204 -23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (NOV 2021) (Section 1634 of Pub. L. 115 -91).

(3) 52.204 -25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021) (Section 889(a)(1)(A) of Pub. L. 115 -232).

(4) 52.209 -10, Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015).

(5) 52.232 -40, Providing Accelerated Payments to Small Business Subcontractors (MAR 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801).

(6) 52.233 -3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(7) 52.233 -4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108 -77 and 108 -78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services: [Contracting Officer check as appropriate.]

_**X**_ (1) 52.203 -6, Restrictions on Subcontractor Sales to the Government (JUN 2020), with Alternate I (NOV 2021) (41 U.S.C. 4704 and 10 U.S.C. 4655).

_**X**_ (2) 52.203 -13, Contractor Code of Business Ethics and Conduct (NOV 2021) (41 U.S.C. 3509).

__ (3) 52.203 -15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111 -5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

__ (4) 52.203 -17, Contractor Employee Whistleblower Rights (NOV 2023) (41 U.S.C. 4712); this clause does not apply to contracts of DoD, NASA, the Coast Guard, or applicable elements of the intelligence community --see FAR 3.900(a).

_**X**_ (5) 52.204 -10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUN 2020) (Pub. L. 109 -282) (31 U. S.C. 6101 note).

__ (6) [Reserved]

__ (7) 52.204 -14, Service Contract Reporting Requirements (OCT 2016) (Pub. L. 111 -117, section 743 of Div. C).

__ (8) 52.204 -15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (OCT 2016) (Pub. L. 111 -117, section 743 of Div. C).

_**X**_ (9) 52.204 -27, Prohibition on a ByteDance Covered Application (JUN 2023) (Section 102 of Division R of Pub. L. 117 -328).

____ (10) 52.204-28, Federal Acquisition Supply Chain Act Orders - Federal Supply Schedules, Governmentwide Acquisition Contracts, and Multi-agency contracts (DEC 2023) (Pub. L. 115-390, title II).

____ (11)(i) 52.204-30, Federal Acquisition Supply Chain Act Orders - Prohibition (DEC 2023) (Pub. L. 115-390, title II).

____(ii) Alternate I (DEC 2023) of 52.204-30

_**X**_ (12) 52.209 -6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (NOV 2021) (31 U.S.C. 6101 note).

_**X**_ (13) 52.209 -9, Updates of Publicly Available Information Regarding Responsibility Matters (OCT 2018) (41 U.S.C. 2313).

__ (14) [Reserved]

__ (15) 52.219 -3, Notice of HUBZone Set-Aside or Sole-Source Award (OCT 2022) (15 U.S.C. 657a).

__ (16) 52.219 -4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2022) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

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__ (17) [Reserved]
_**X**_ (18)(i) 52.219 -6, Notice of Total Small Business Set-Aside (NOV 2020) (15 U.S.C. 644).
_**X**_ (ii) Alternate I (MAR 2020) of 52.219 -6.
__ (19)(i) 52.219 -7, Notice of Partial Small Business Set-Aside (NOV 2020) (15 U.S.C. 644).
__ (ii) Alternate I (MAR 2020) of 52.219 -7.
_**X**_ (20) 52.219 -8, Utilization of Small Business Concerns (Deviation 2024-O0002) (JAN 2024) (15 U.S.C. 637 (d)(2) and (3)).
__ (21)(i) 52.219 -9, Small Business Subcontracting Plan (SEP 2023) (15 U.S.C. 637(d)(4)).
__ (ii) Alternate I (NOV 2016) of 52.219 -9.
__ (iii) Alternate II (NOV 2016) of 52.219 -9.
__ (iv) Alternate III (JUN 2020) of 52.219 -9.
__ (v) Alternate IV (SEP 2023) of 52.219 -9.
__ (22)(i) 52.219 -13, Notice of Set-Aside of Orders (MAR 2020) (15 U.S.C. 644(r)).
__ (ii) Alternate I (MAR 2020) of 52.219 -13.
_**X**_ (23) 52.219 -14, Limitations on Subcontracting (OCT 2022) (15 U.S.C. 657s).
__ (24) 52.219 -16, Liquidated Damages --Subcontracting Plan (SEP 2021) (15 U.S.C. 637(d)(4)(F)(i)).
__ (25) 52.219 -27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (DEVIATION 2024-O0002) (JAN 2024) (15 U.S.C. 657f).
_**X**_ (26)(i) 52.219 -28, Post-Award Small Business Program Representation (DEVIATION O0002) (JAN 2024)
__ (ii) Alternate I (MAR 2020) of 52.219 -28.
__ (27) 52.219 -29, Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (OCT 2022) (15 U.S.C. 637(m)).
__ (28) 52.219 -30, Notice of Set-Aside for, or Sole-Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (OCT 2022) (15 U.S.C. 637(m)).
__ (29) 52.219 -32, Orders Issued Directly Under Small Business Reserves (MAR 2020) (15 U.S.C. 644(r)).
__ (30) 52.219 -33, Nonmanufacturer Rule (SEP 2021) (15 U.S.C. 657s).
_**X**_ (31) 52.222 -3, Convict Labor (JUN 2003) (E.O. 11755).
_**X**_ (32) 52.222 -19, Child Labor --Cooperation with Authorities and Remedies (NOV 2023) (E.O. 13126).
_**X**_ (33) 52.222 -21, Prohibition of Segregated Facilities (APR 2015).
_**X**_ (34)(i) 52.222 -26, Equal Opportunity (SEPT 2016) (E.O. 11246).
__ (ii) Alternate I (Feb 1999) of 52.222 -26.
_**X**_ (35)(i) 52.222 -35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).
__ (ii) Alternate I (July 2014) of 52.222 -35.
_**X**_ (36)(i) 52.222 -36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).
__ (ii) Alternate I (July 2014) of 52.222 -36.
_**X**_ (37) 52.222 -37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).
_**X**_ (38) 52.222 -40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
_**X**_ (39)(i) 52.222 -50, Combating Trafficking in Persons (NOV 2021) (22 U.S.C. chapter 78 and E.O. 13627).
__ (ii) Alternate I (Mar 2015) of 52.222 -50 (22 U.S.C. chapter 78 and E.O. 13627).
__ (40) 52.222 -54, Employment Eligibility Verification (MAY 2022). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR 22.1803.)
__ (41)(i) 52.223 -9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
__ (ii) Alternate I (MAY 2008) of 52.223 -9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
_**X**_ (42) 52.223 -11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693).
_**X**_ (43) 52.223 -12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E. O. 13693).

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_**X**_ (44)(i) 52.223 -13, Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).
__ (ii) Alternate I (OCT 2015) of 52.223 -13.
_**X**_ (45)(i) 52.223 -14, Acquisition of EPEAT®-Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).
(ii) Alternate I (Jun 2014) of 52.223 -14.
_**X**_ (46) 52.223 -15, Energy Efficiency in Energy-Consuming Products (MAY 2020) (42 U.S.C. 8259b).
_**X**_ (47)(i) 52.223 -16, Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).
__ (ii) Alternate I (Jun 2014) of 52.223 -16.
_**X**_ (48) 52.223 -18, Encouraging Contractor Policies to Ban Text Messaging While Driving (JUN 2020) (E.O. 13513).
_**X**_ (49) 52.223 -20, Aerosols (JUN 2016) (E.O. 13693).
_**X**_ (50) 52.223 -21, Foams (JUN 2016) (E.O. 13693).
__ (51)(i) 52.224 -3, Privacy Training (JAN 2017) (5 U.S.C. 552a).
__ (ii) Alternate I (JAN 2017) of 52.224 -3.
__ (52)(i) 52.225 -1, Buy American --Supplies (OCT 2022)) (41 U.S.C. chapter 83).
__ (ii) Alternate I (OCT 2022) of 52.225 -1.
__ (53)(i) 52.225 -3, Buy American --Free Trade Agreements --Israeli Trade Act (NOV 2023) (19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, 19 U.S.C. chapter 29 (sections 4501 -4732), Public Law 103 -182, 108 -77, 108 -78, 108 -286, 108 -302, 109 -53, 109 -169, 109 -283, 110 -138, 112 -41, 112 -42, and 112 -43.
__ (ii) Alternate I [Reserved].
__ (iii) Alternate II (DEC 2022) of 52.225 -3.
__ (iv) Alternate III (NOV 2023) of 52.225 -3.
__ (v) Alternate IV (OCT 2022) of 52.225 -3.
__ (54) 52.225 -5, Trade Agreements (NOV 2023) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
X__ (55) 52.225 -13, Restrictions on Certain Foreign Purchases (FEB 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
__ (56) 52.225 -26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).
__ (57) 52.226 -4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150).
__ (58) 52.226 -5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42 U.S.C. 5150).
_**X**_ (59) 52.229 -12, Tax on Certain Foreign Procurements (FEB 2021).
__ (60) 52.232 -29, Terms for Financing of Purchases of Commercial Products and Commercial Services (NOV 2021) (41 U.S. C.4505, 10 U.S.C. 3805).
__ (61) 52.232 -30, Installment Payments for Commercial Products and Commercial Services (NOV 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).
_**X**_ (62) 52.232 -33, Payment by Electronic Funds Transfer --System for Award Management (OCT 2018) (31 U.S.C. 3332).
__ (63) 52.232 -34, Payment by Electronic Funds Transfer --Other than System for Award Management (JUL 2013) (31 U.S.C. 3332).
__ (64) 52.232 -36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).
__ (65) 52.239 -1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).
__ (66) 52.242 -5, Payments to Small Business Subcontractors (JAN 2017)(15 U.S.C. 637(d)(13)).
_**X**_ (67)(i) 52.247 -64, Preference for Privately Owned U.S.-Flag Commercial Vessels (NOV 2021) (46 U.S.C. 55305 and 10 U.S. C. 2631).
__ (ii) Alternate I (Apr 2003) of 52.247 -64.
__ (iii) Alternate II (NOV 2021) of 52.247 -64.
(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services: [Contracting Officer check as appropriate.]
__ (1) 52.222 -41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67).
__ (2) 52.222 -42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

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__ (3) 52.222 -43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (AUG 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
__ (4) 52.222 -44, Fair Labor Standards Act and Service Contract Labor Standards --Price Adjustment (MAY 2014) (29 U.S.C 206 and 41 U.S.C. chapter 67).
__ (5) 52.222 -51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment --Requirements (MAY 2014) (41 U.S.C. chapter 67).
__ (6) 52.222 -53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services --Requirements (MAY 2014) (41 U.S.C. chapter 67).
__ (7) 52.222 -55, Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022).
__ (8) 52.222 -62, Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).
__ (9) 52.226 -6, Promoting Excess Food Donation to Nonprofit Organizations (JUN 2020) (42 U.S.C. 1792).
(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, as defined in FAR 2.101, on the date of award of this contract, and does not contain the clause at 52.215 -2, Audit and Records --Negotiation.
(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.
(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.
(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1), in a subcontract for commercial products or commercial services. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause --
(i) 52.203 -13, Contractor Code of Business Ethics and Conduct (NOV 2021) (41 U.S.C. 3509).
(ii) 52.203 -17, Contractor Employee Whistleblower Rights (NOV 2023) (41 U.S.C. 4712).
(iii) 52.203 -19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113 -235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
(iv) 52.204 -23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (NOV 2021) (Section 1634 of Pub. L. 115 -91).
(v) 52.204 -25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021) (Section 889(a)(1)(A) of Pub. L. 115 -232).
(vi) 52.204 -27, Prohibition on a ByteDance Covered Application (JUN 2023) (Section 102 of Division R of Pub. L. 117 -328).
(vii) 52.219 -8, Utilization of Small Business Concerns (SEP 2023) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219 -8 in lower tier subcontracts that offer subcontracting opportunities.
(viii) 52.222 -21, Prohibition of Segregated Facilities (APR 2015).
(ix) 52.222 -26, Equal Opportunity (SEP 2016) (E.O. 11246).
(x) 52.222 -35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).
(xi) 52.222 -36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).
(xii) 52.222 -37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).
(xiii) 52.222 -40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down

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required in accordance with paragraph (f) of FAR clause 52.222 -40.
(xiv) 52.222 -41, Service Contract Labor Standards (AUG 2018)(41 U.S.C. chapter 67).
(xv) __ (A) 52.222 -50, Combating Trafficking in Persons (NOV 2021) (22 U.S.C. chapter 78 and E.O. 13627).
__ (B) Alternate I (Mar 2015) of 52.222 -50 (22 U.S.C. chapter 78 and E.O. 13627).
(xvi) 52.222 -51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment --Requirements (MAY 2014) (41 U.S.C. chapter 67).
(xvii) 52.222 -53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services -- Requirements (MAY 2014) (41 U.S.C. chapter 67).
(xviii) 52.222 -54, Employment Eligibility Verification (MAY 2022) (E. O. 12989).
(xix) 52.222 -55, Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022).
(xx) 52.222 -62 Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).
(xxi)(A) 52.224 -3, Privacy Training (JAN 2017) (5 U.S.C. 552a).
(B) Alternate I (JAN 2017) of 52.224 -3.
(xxii) 52.225 -26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).
(xxiii) 52.226 -6, Promoting Excess Food Donation to Nonprofit Organizations (JUN 2020) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226 -6.
(xxiv) 52.232 -40, Providing Accelerated Payments to Small Business Subcontractors (MAR 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801). Flow down required in accordance with paragraph (c) of 52.232 -40.
(xxv) 52.247 -64, Preference for Privately Owned U.S.-Flag Commercial Vessels (NOV 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247 -64.
(2) While not required, the Contractor may include in its subcontracts for commercial products and commercial services a minimal number of additional clauses necessary to satisfy its contractual obligations.
(End of clause)

STATEMENT OF WORK (SOW)

1. Scope:

a. The scope of work under the Fire & Emergency Services Equipment (F&ESE) Tailored Logistics Support (TLS) Program includes the total logistics support for the fire and emergency services equipment requirements of DLA customers to include military installations and federal activities worldwide. The primary purpose of the proposed TLS Program is to provide support to authorized customers for all fire and emergency services equipment, supplies, and related incidental services necessary to perform their missions. Various types of fire and emergency services equipment and related incidental services may be provided under the proposed contracts including but not limited to: hoses, hose fittings, nozzles, tools, fire extinguishers and other extinguishing agents, rescue equipment, respiratory protective devices, regulators, uniforms, turn out gear, first response and search and rescue supplies, decontamination equipment, detection equipment, hazardous material (HAZMAT), communication equipment, training equipment, compressors, emergency egress and protective systems, pumps, and generators.

b. The acquisition is a follow-on initiative to the current Fire & Emergency Services Equipment Tailored Logistics Support Program. The Government intends to make multiple award indefinite quantity/indefinite delivery indefinite quantity (IDIQ) supply contracts with post-award competition of delivery orders. These follow-on TLS Contracts will have a base ordering period of two (2) years, which may include a ramp-up or implementation period of sixty (60) calendar days, if needed, after award. The proposed contracts will include a provision for unilateral options to extend the contract term by up to four (4) option periods of two

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(2) years each.

2. Items Covered:

a. Any item required by the ordering activity for fire and emergency services equipment that is managed by or authorized for procurement by DLA. The equipment covered by the acquisition consists of commercial items and commercially modified items (commercial items requiring minor modification to fit military applications). In general, the scope includes fire and emergency services equipment and related supplies and incidental services, including but not limited to:

1. Hoses
2. Hose Fittings
3. Nozzles
4. Tools
5. Fire Extinguishers
6. Extinguishing Agents
7. Poles
8. Ladders
9. Rescue Devices
10. Self-contained Breathing Apparatus (SCBA) and Other Respiratory Protection
11. Shovels
12. Regulators
13. Uniforms
14. Station and Training Wear and Equipment
15. Structural, Shipboard, and Forestry Turn Out Gear and Other Protective Products (e.g. gloves, boots, helmets, hoods, goggles, and protective clothing used for environmental, industrial, HAZMAT, weapons of mass destruction, terrorism, and first response personal protection)
16. First Response Search and Rescue Equipment and Supplies
17. Decontamination Equipment
18. Detection Equipment
19. Communication Equipment and Tools, Suppression Equipment, Surveillance and Alarm Systems and System Parts
20. Propane and Other Fire and First Responder Training Systems and Other First Responder Equipment
21. Emergency Station Vehicle Exhaust and Ventilation Systems
22. Breathing Air Compressors
23. Emergency Egress and Protective Systems
24. Pumps
25. Generators
26. Storage, Containment, and Racking Systems

b. Incidental services are standard commercial services that the contractor may be asked to perform in connection with supplying items under the scope of the contract. Such services engage the time and effort of the contractor to perform an identifiable task in addition to furnishing an end item supplied. Performing such services does not change the primary purpose of the contract from a supply to a service contract. What constitutes an incidental service is fact specific and will be a function of factors such as type of service, amount charged for the service, dollar amount charged for the supplies, existence of a close relationship between the service and the item supplied, and the time required to perform the service. Incidental services are usually requested at the same time the item of supply is ordered and will generally have a separate line item requesting the services. Whether a service is “incidental” or not will be

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determined by the Contracting Officer prior to placing such order for the incidental service.

c. Also included in the range of items covered are items that might not routinely be used in the fire and emergency services arena, but for reasons within the discretion of the authorized customer, the authorized customer has determined to use such supplies to meet its fire and emergency services requirements. For example, a directional compass and binoculars may be required for emergency rescue purposes.

d. Requirements will be reviewed to ensure compliance with the scope of the contract(s). If a requirement is determined to be outside the scope of the contract(s), it will be rejected by the Contracting Officer. Alternate/appropriate means of satisfying the customers' requirement will be reviewed and provided as appropriate.

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

f. Generally, the items procured are commercial products or modified commercial products that are identified by a manufacturer's part number or by commercial item descriptions. All items shall conform to the manufacturer's commercial specifications.

g. A price evaluation list (PEL) has been identified. The PEL is considered a representative sample of the types of items that may be required by DLA Troop Support customers throughout the duration of the contract. The list illustrates the types of supplies that have been provided under the current F&ESE TLS Contracts, which the TLS contractor may be required to furnish under the resultant contracts for the follow-on initiative. The prices for the PEL and Acceptable Alternates will be Ceiling Prices after contract award. It is the maximum unit price that the Government will pay during the base year and each applicable option year for items on the PEL. During the post-award competition of delivery orders, the contractor may not submit a quote for a PEL item or Acceptable Alternate with a price that exceeds the applicable contractual Ceiling Price. Contractors are encouraged, when competing for delivery orders, to provide a quote less than their ceiling price.

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

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

h. Acceptable alternate items will be permitted under the resultant contract(s) when an item is identified by a manufacturer's brand name or part number unless the Government expressly states that an alternate is not

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permitted. To be acceptable the alternate must be equal to the requested item and approved by DLA Troop Support in coordination with the customer. For more information regarding submission of alternate items for evaluation, please see the "**Ordering/Request for Quote Process Overview" section of the Statement of Work.**

i. Additional fire and emergency services equipment and related supplies and incidental services, which were not identified on the PEL provided with the solicitation but are subsequently determined to be required by the authorized customers, may be added to the resultant Fire & Emergency Services Equipment Tailored Logistics Support Contracts as follows:

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

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

(3) DLA Troop Support will evaluate the pricing submitted by each TLS Contractor in order to determine prices fair & reasonable and will add the items to the fire and emergency services equipment catalog of historical prices maintained in the *Bidwiser Program* utilized by DLA Troop Support.

(4) Based on the instructions provided with the RFI and/or RFQ, the items added to the catalog of historical prices may also be added to the Outline Agreement of the TLS Contractor(s) selected for award and will serve as the ceiling price for the applicable period (base period and/or each respective option year period).

(5) The TLS Contractor(s) will be notified once a delivery order award has been made and when an item has been added to their contract's Outline Agreement.

(6) The TLS Contractor(s) pricing added to the Outline Agreement will serve as the ceiling price and cannot be exceeded on future requirements during the applicable period (base period and/or each respective option year period).

3. Purchasing System

a. The contractor is required to have a purchasing system to support this requirement. "Purchasing system" means the Contractor's system or systems for purchasing and subcontracting, including the selection of vendors, analysis of quoted prices, negotiation of prices with vendors, and placing and administering of orders. *As part of the purchasing system, Procurement Note C08 Tailored Logistics Support Purchasing Reviews is applicable.*

b. The Contractor's purchasing system shall include the following:

(1) Provide for an organizational and administrative structure that ensures effective and efficient procurement of required quality materials.

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

(3) Have business alliances and contractual relationships that will ensure the ability to provide the scope of products listed in the Statement of Work Section 2(a).

(4) Establish and maintain selection processes to ensure the most responsive and responsible sources for

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furnishing required quality parts and materials.

(5) Establish and maintain procedures: to promote competitive sourcing among dependable suppliers, to ensure documentation of vendor selected, and to ensure performance of adequate price analysis on purchasing actions.

(6) Have policies and procedures to assure purchase orders and subcontracts contain all flow down clauses, including terms and conditions required by the prime contract, as well as any clauses needed to carry out the requirements of the prime contract and ensures that proper types of subcontracts are selected.

c. Discounts and Rebates: Each Tailored Logistics Support (TLS) Contractor shall be as aggressive as possible in pursuing all discounts and rebates. TLS Contractors shall guarantee that DLA Troop Support and its customers will receive discounts and rebates equal to or better than the offerors most favored commercial customers with similar sales.

d. Limitations on Pass-Through-Charges: The contractor shall not be entitled to payment for excessive pass-through charges and shall exclude excessive pass-through charges in the contract price and in any invoices submitted. Excessive pass-through charges are charges resulting from or attributable to the contractor's or its' subcontractors' effort when that effort did not add substantive value to the work performed under the contract. The Contracting Officer shall determine if excessive pass-through charges exist. The Contractor has the burden of establishing, to the Contracting Officer's satisfaction, the value it or its subcontractors at any tier added to the work performed under the contract. In the event that the government discovers potential excessive pass-through charges, the government may require the contractor to submit invoices and other documentation from all tiers to substantiate the value added at each tier; the contractor's failure to provide acceptable documentation substantiating value added is sufficient, without more, to establish that excessive pass-through charges exist. If the Contracting Officer determines that excessive pass-through charges exist, the Government shall be entitled to a prospective price reduction and a retroactive refund for the amount of excessive pass-through charges included in the contract price. The Contracting Officer, or authorized representative, shall have the right to examine and audit all the Contractor's records (as defined at FAR 52.215-2(a)) relevant to the existence of excessive pass-through charges; failure to exercise this right shall not constitute a defense to a determination of excessive pass-through charges or the Government's assertion of remedies.

4. Authorized Customers:

The F&ESE TLS Program will continue to provide logistical support to authorized customers worldwide in support of their missions related to firefighting, safety, rescue operations, environmental support, hazardous material (HAZMAT) handling, domestic preparedness, first responder missions, search and rescue, storage, racking, and containment systems, equipment prepositioned for support, and other emergency response and preparation situations.

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

5. Contract Implementation:

a. The contractor may be given up to 60 days from the date of award, if needed, to ensure that the full range of Fire & Emergency Services Equipment (F&ESE) within the scope of the contract is available to those customers already ordering through the F&ESE TLS Program. Implementation of the contract shall include the following:

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(1) Ensuring Performance Metrics can be accomplished within time frames cited and having a Purchasing System in place in accordance with the Statement of Work.

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

b. Ramp-down. The contractor recognizes that the services under this contract are vital to the Government and must be continued without interruptions and that, upon contract expiration, a successor, either the Government or another contractor, may continue them. The contractor agrees to exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

6. Customer Support:

TLS Contractors must have dedicated personnel assigned to the day to day management of the Tailored Logistic Support Program.

a. Customer Support: Customer support must be made available to DLA Troop Support and authorized customers under this Program. Adequate customer support includes procedures to address order tracking and problem resolution for any service or quality issues, quantity discrepancies, and warranty disputes. TLS Contractors must have customer support representatives available twenty-four (24) hours daily, seven (7) days per week to provide support via telephone and email correspondence. TLS Contractors must provide DLA Troop Support and authorized customers with a toll free phone number and email address in order to contact the customer support representatives.

b. Technical Support: TLS Contractors must have "technical experts" available to promptly provide technical support and assistance for each item offered to DLA Troop Support and authorized customers under this Program. The "technical experts" must have, at a minimum, three (3) years of experience working in the field of fire and emergency services equipment. TLS Contractors must have technical support representatives available Monday through Friday between the hours of 7:00 AM and 5:00 PM local Philadelphia time to provide technical support by telephone and email correspondence. A toll free phone number must be provided to DLA Troop Support and authorized customers in order to access "technical experts" for support. In addition, TLS Contractors must provide DLA Troop Support and authorized customers with an email address in order to contact the "technical experts." Technical support may be required on a pre-order and/or post-order basis. Technical support may include but is not limited to providing advice and information regarding the proper use and ordering of fire and emergency services equipment items. TLS Contractors shall respond to all technical support inquiries within 24 hours of receipt of inquiry.

c. Customer Visits: TLS Contractors must have representative(s) available for customer visits when required. All customer visits must be coordinated through DLA Troop Support and shall be authorized only when the customer specifically requests a visit. Visits are at no cost to the Government.

d. Marketing: The TLS Contractors shall partner with DLA Troop Support to market the F&ESE TLS Program to all eligible customers. At a minimum, each contractor shall provide literature regarding the types of products supplied under the Program and the customer service offered by the contractor. The literature must state that the Program is multiple-award and there are other contract holders that support the Program. All literature shall be provided to the DLA Troop Support Program Manager prior to circulating with customers. The

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contractor may be required to attend DLA Troop Support sponsored industry/customer conferences. The contractor may provide email notification, to all customers, of any new fire and emergency services products and/or discounted products that are currently available for purchase. All marketing -related emails shall be forwarded to the designated DLA Troop Support Tailored Vendor Logistics Specialist(s) as well. All marketing, marketing visits and industry/customer conferences are at no cost to the Government.

7. Information Technology (IT)/Order Receipt Processing:

a. General:

(1) For purposes of this Program TLS Contractors must, at a minimum, be able to provide the following after award:

(a) Email capabilities for the receipt of "requests for quotes" for F&ESE items forwarded by DLA TROOP SUPPORT to each contractor.

(b) EDI capabilities to transmit customer order information to DLA TROOP SUPPORT and for invoicing DFAS.

1) To facilitate EDI transaction exchange, the contractor is responsible for obtaining and maintaining a Defense Automated Addressing System (DAAS) Approved Value Added Network (VAN) for the term of the contract. The cost of the VAN will be borne entirely by the contractor.

DAAS Approved VAN link: https://www.transactionservices.dla.mil/daashome/edi-vanlist-dla.asp

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

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

3) The contractor must be able to send an ANSI X12 Invoice (810) transaction set by the conclusion of the ramp-up period and must establish an EDI Trading Partnership with the payment office prior to submitting electronic invoices.

4) Additional transactions may be required as the contract evolves.

5) A delimited ASCI II text file with line item usage data. (See Attachment 3)

(2) Following contract award, the TLS contractor shall furnish the name of an Information Technology (IT) specialist point of contact (POC) who is capable and authorized to resolve systems, software and transmissions issues with DLA TROOP SUPPORT assigned IT POCs.

b. Ordering/Request for Quote Process Overview:

1. Competition process for all delivery orders:

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Part 12 Clauses (CONTINUED)

(a) All orders over the micro-purchase threshold will be competed among all awardees pursuant to the fair opportunity requirements of FAR 16.505(b), except the Government reserves the right to direct orders to a particular source under urgent circumstances, to meet contractual minimums, or to provide economy and efficiency as a logical follow-on to an order already issued in accordance with FAR 16.505(b)(2).

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

(b) The *Bidwiser Program* (a DLA Troop Support Bid Processing Program) will be utilized to issue the Request for Quotes (RFQs) for the individual delivery orders and to evaluate the offers received.

Note: In Lieu of the *Bidwiser Program*, the government may elect to utilize other systems for processing orders such as Service Now, the eProcurement module and/or DOD EMALL. TLS Vendors will be provided notification and/or training when applicable to support any DLA IT Program changes that may impact the F&ESE TLS Program.

(c) Approved customer Order Requests are loaded into a standardized RFQ spreadsheet and forwarded (via email) to all TLS Contractors.

(d) When an RFQ describes the Government's requirements for an item peculiar to one manufacturer (e.g., a particular brand-name, product, or a feature of a product that is peculiar to one manufacturer), offers of alternate items will be considered by the Government unless the RFQ expressly states that only the item peculiar to one manufacturer will be considered. A contractor proposing an alternate item shall furnish, with its offer legible copies of all drawings, specifications, or other data necessary to clearly describe the characteristics and features of the alternate product being offered. Data submitted shall cover design, materials, performance, function, interchangeability, inspection and/or testing criteria, and other characteristics of the offered product. In addition, the offeror shall furnish drawings and other data covering the design, materials, etc. of the exact product cited in the RFQ along with a cross reference list comparing the features and capabilities of the alternate item offered to the exact item listed on the RFQ sufficient to enable the Government to determine whether the offeror's product is equal to the product cited in the RFQ.

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

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

In the event that an RFQ describes the Government's requirements for an item peculiar to one manufacturer, and expressly states that only that item will be considered, the Government will follow the procedures contained in FAR 16.505 concerning the justification, documentation and approval for an item

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Part 12 Clauses (CONTINUED)

peculiar to one manufacturer.

(e) All TLS Contractors shall fill out the following information in identified spreadsheet fields:

§ TLS Contractor Part Number
§ Transportation Price Note
§ Unit Cost
§ Extended Cost
§ Lead Time
§ Comments (Include, at minimum, manufacturer's part number)
§ Trade Agreement Act Compliant (indicate Yes, No, or N/A for each line)
§ Berry Amendment Compliant (indicate Yes, No, or N/A for each line)
§ Restricted Sourcing (Domestic, Qualifying, or Designated Country) Compliant
§ Country of Origin
§ Alternate NSN (applicable only when alternate item is offered)
§ Alternate Manufacturer Name (applicable only when alternate item is offered)
§ Alternate Manufacturer Part Number (applicable only when alternate item is offered)
§ Alternate Item Description (applicable only when alternate item is offered)
§ Alternate TLS Contractor Part Number (applicable only when alternate item is offered)

(f) The TLS Contractors send (via email) the completed RFQ files to their DLA TROOP SUPPORT contact.

(g) Performance Metric - Quote Rate: All awardees (TLS Contractors) will be evaluated on Contractor Competitiveness and Participation, which includes statistics on how often a contractor submits a winning quote as well as how often a contractor submits a no-bid/quote or does not respond to the Delivery Order RFQs at all.

(1) TLS Contractors must submit quotes on 90% of the Delivery Order RFQs.
(2) TLS Contractors must submit priced quotes on all RFQs for items on the PEL where they have offered a Ceiling Price and the Ceiling Price was determined fair and reasonable and accepted by the Government.
(3) The TLS Contractors shall have adequate personnel to respond to Delivery Order RFQs with the ability to expand in response to increased sales volume.
(4) The Government reserves all rights and remedies provided under the contract in the event the contractor/vendor fails to meet this material requirement.

(h) All Contractor RFQs that are received by the required date/time are loaded into Bidwiser. The date and time for receipt of quotes will be specified on each RFQ and generally will be within three (3) business days; however, Contractor's may be required to provide quotes within one (1) business day for urgent or high priority requirements.

(i) The Contracting Officer reviews the returned quotes and selects the awardee based upon a best value determination as specified in the Request for Quote (RFQ). The Best Value determination could be based on Trade-off procedures or Lowest Price Technically Acceptable procedures. The award decision factors may include price, delivery and past performance; however, other factors may be included as well. An award may be made on a line by line basis or total order basis. As stated above, each RFQ will clearly state the basis for award and how the offers will be evaluated.

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Part 12 Clauses (CONTINUED)

(j) The Contracting Officer may utilize on-line reverse auctioning as a means of conducting price negotiations when placing delivery orders against this contract. If the Contracting Officer decides to use on-line reverse auctioning to conduct price negotiations when competing a specific delivery order, the Contracting Officer will notify the Contractor of this decision via email and the reverse auction will be conducted in accordance with Procurement Note L10 Competing Individual Delivery Orders Through Reverse Auctions.

(k) Should the TLS Contractor have questions regarding a particular item, they may contact the DLA TROOP SUPPORT point of contact for clarification.

(l) For items on the PEL and items added with ceiling prices post-award, DLA Troop Support will verify that prices do not exceed ceiling prices.

c. EDI Requirements

(1) Delivery Orders issued under this contract normally will be communicated to the Contractor by Electronic Data Interchange (EDI), using the conventions and formats prescribed by the American National Standards Institute (ANSI) X12 standards and the Department of Defense (DoD) X12 Implementation Guideline. The Contractor is advised that the Defense Logistics Agency, will be using an Electronic Commerce Collection Point with connections to several Value Added Networks (VAN) for interchanging data with contractors in ANSI-X12 format.

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

(a) A computer compatible with the chosen network.
(b) A mailbox with a commercial VAN which is connected to the Distribution Point.
(c) Translation and communication software which is commercially available and capable of receiving and transmitting X12 data in accordance with paragraph (a) above. The Government reserves the right to "upgrade" the X12 Guideline to allow for technological enhancements which render the then current minimum requirements inadequate to permit the required EDI transmissions.

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

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

(4) In the event of an error or malfunction in EDI transmission caused by a Government representative or

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Part 12 Clauses (CONTINUED)

equipment, the Contracting Officer shall immediately notify the Contractor and arrange for retransmission of the data.

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

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

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

(8) Information regarding EDI is available at the following website in the section titled TVR/KOP Program Guidelines:

https://www.transactionservices.dla.mil/daashome/edi.asp
and https://www.dla.mil/TroopSupport/ConstructionandEquipment/EDIMappingGuidelines.aspx

(9) During the ramp-up period, the TLC Contractor shall provide the name and address of the VAN that shall be used for the EDI transactions provided for under this contract. Any change in the VAN listed below must be approved by the Contracting Officer, in writing, prior to change-over.

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

(11) The following ANSI X12 EDI transactions will be required to be forwarded to DLA TROOP SUPPORT via DASSC.

(a) Upon email notification of the "*Successful Offer"*, contractor must create an **855 - Purchase Order Acknowledgement** and forward to DLA TROOP SUPPORT within 2 working days of funding approval. This transaction will include a separate line and line item number for each item/service being ordered under the delivery order.

(b) Upon shipment to the customer, contractors must create and forward an **856 - Advanced Shipping Notice**. The line item number that is being shipped must be included. Multiple 856s per order are acceptable.

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

(d) The following transaction is provided for reference only as it may be implemented at a later date and after a minimum 30 day notice: 865 - Purchase Order Change - a purchase order change can be

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Part 12 Clauses (CONTINUED)

initiated by the contractor; however, it will go through an approval process in EBS.
Note: Until implementation of above 865 Transaction, any change to a purchase order should be forwarded via email to the DLA Troop Support contracting officer. Include in the remarks the complete order number being changed.

d. Enterprise Linked Logistics Information Source (ELLIS)

ELLIS is an EDI centric web-based tool that provides visibility of the supply chain through a single source. ELLIS can be accessed at https://secure.ngelab.us**.** ELLIS captures the data necessary to evaluate the performance of each Supply Chain segment: from user requisition through the delivery order process to final item delivery. ELLIS provides the data and event driven processes necessary to proactively manage and streamline the Supply Chain. ELLIS serves a wide range of user groups from the Warfighter, to the item manager, to the Program Manager, and to the contractor. An ELLIS help guide is available at https://secure.ngelab.us.

(1) Fill Rate and Delivery Performance Metrics will be measured through ELLIS by the data provide for quantity and measuring the length of time between certain EDI transactions.
(2) Following approval of an order in KO Portal, the contractor will receive an order acknowledgement via an EDI 864 transaction while at the same time a final EDI 855 transaction will be sent from KO Portal through DAASC to EBS to record the obligation. The final EDI 855 transaction will constitute the delivery order date in ELLIS. Once the final EDI 855 transaction is completed and the obligation is recorded in EBS with the establishment of a purchase order. Once the purchase order has been established, the contractor will receive approval notice to begin performance via an EDI 824 transaction. The shipment notice (EDI 856 transaction) will constitute the date of shipment.

8. Delivery Requirements:

It is anticipated that TLS contractors may utilize both drop shipments and direct shipments to meet delivery requirements. Drop shipments are shipped directly to the customer or DLA Containerization and Consolidation Point (CCP) from a third-party location (OEM or Distributor). Direct shipments are shipped directly to the customer or DLA CCP from a TLS Contractor owned/leased location. The TLS Contractor is contractually responsible for all shipments.

a. Definitions:

(1) Routine (Pre-Planned) Non-Emergency Orders: Equipment required for normal day-to-day operations shall be delivered to the F.O.B. destination point by no later than **30 days** after the placement of the order unless the Contracting Officer/ordering activity has authorized a longer delivery time frame for a specific delivery order with customer approval. It is acknowledged that delivery OCONUS may require additional delivery time. However, Contractors are expected to quote and deliver in a manner to achieve customer mission success.
(2) Urgent Order: Deliveries required for an activity's urgent requirements must be delivered to the F.O.B. destination point by no later than **72-hours** after placement of the order unless the ordering activity has authorized a longer delivery time frame for a specific delivery order. It is acknowledged that delivery OCONUS may require additional delivery time. However, support is for urgent requirements and therefore Contractors are expected to quote and deliver in an expedited manner in order to achieve

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Part 12 Clauses (CONTINUED)

mission success

(3) Emergency Orders: Deliveries required for an activity's emergency requirements shall be delivered to the F.O.B. destination point **within 24-hours** following placement of the order unless the ordering activity has authorized a longer delivery time frame for a specific delivery order. It is acknowledged that delivery OCONUS may require additional delivery time. However, support is for emergency requirements and therefore Contractors are expected to quote and deliver in an expedited manner in order to achieve mission success

b. General Information for all Delivery Requirements: Specific Delivery Requirements shall be specified in each delivery order RFQ based on the customer requirements. For emergency orders and urgent orders, the shipping containers shall be marked accordingly to indicate that it is an emergency delivery or urgent delivery. The TLS Contractor shall provide each customer with the telephone number and email of the contractor's representative responsible for providing this service. The contractor may be required to provide numerous urgent/emergency orders per month. With the exception of items on the PEL and items added with ceiling prices post-award, the item unit price for urgent and emergency orders shall be the same item unit price as if the order was a routine/non-emergency order.

c. Consolidated Bill of Material (BOM) Requirement: For specific projects/bill-of-materials orders, the contractor shall consolidate shipments and deliver all supplies within the delivery timeframe as specified in the order to the destination point. The project must be delivered with a 100% line item fill-rate. Failure to deliver the project in its entirety may result in the refusal of the shipment without liability from the Government to the contractor.

d. Specialty Item Requirement: Deliveries for items that are manufactured to order must meet deliveries specified in the order.

e. DLA CONUS Containerization and Consolidation Point (CCP) Requirements: All orders shipping through DLA Distribution will require MIL-STD-129.

All orders being delivered to the U.S. Central Command (CENTCOM) shall also be required to ship using Government Transportation via DLA Distribution. The U.S. Central Command (CENTCOM) is one of nine combatant commands in the United States military. Located between the European and Pacific combatant commands, U.S. Central Command's area of responsibility (AOR) covers the "central" area of the globe and consists of 20 countries: Afghanistan, Bahrain, Egypt, Iran, Iraq, Jordan, Kazakhstan, Kuwait, Kyrgyzstan, Lebanon, Oman, Pakistan, Qatar, Saudi Arabia, Syria, Tajikistan, Turkmenistan, United Arab Emirates, Uzbekistan, and Yemen.

The TLS Contractor shall be responsible for coordinating the transportation booking in conjunction with DLA Distribution. The TLS Contractor must submit a shipping request form containing shipment information to obtain shipping instructions and carrier documentation from DLA Distribution. Shipping request forms are to be submitted to DLA Distribution, Attention: Transportation Division, Email: delivery@dla.mil, Phone: 1-800-456-5507.

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

Defense Distribution Depot Susquehanna
New Cumberland, PA 17070

Defense Distribution San Joaquin
Tracy, CA 95376-5000

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Part 12 Clauses (CONTINUED)

g. With the exception of CENTCOM, the TLS Contractor is contractually obligated to be able to provide delivery via commercial transportation resources in both CONUS and OCONUS to the point of need. However, the Government reserves the right to use the system that is best able to meet mission requirements. Therefore, delivery may be to a CONUS based debarkation point and then transported via federal government assets to OCONUS locations.

9. Performance Metrics - Fill Rate and On-Time Delivery:

a. The TLS Contractor must maintain a minimum of 95% line item fill rate (quantity delivered versus quantity ordered for a particular line item). Quantity Fill Rate shall be calculated as follows:

$$\frac{\text{Quantity Delivered}}{\text{Quantity Ordered}}$$

b. The TLS Contractor must maintain a minimum 90% on-time delivery rate (quantity delivered on-time versus quantity delivered). Delivery Rate shall be calculated as follows:

$$\frac{\text{Quantity Delivered On Time}}{\text{Quantity Delivered}}$$

c. An order is considered to be filled when the TLS Contractor has delivered to the customer delivery point all material requested in the order in the timeframe required.

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

e. The Contractor shall establish and maintain procedures to ensure that there are controls over subcontracting, including oversight and surveillance of subcontracted effort, to ensure the right quantities and on-time delivery. Failure to meet these requirements shall subject a contractor/vendor to corrective and/or remedial action under the contract. The Government also reserves all rights and remedies provided under the contract in the event the contractor/vendor fails to meet these material requirements.

10. Readiness Plan:

Subject contracts may be utilized to support contingencies within the United States (CONUS) and outside the United States (OCONUS). Contingencies encompass military operations, stability operations, natural disasters, humanitarian, and other calamitous events and are often short notice. Therefore, awardees under this program must maintain a readiness plan for customer support, product support, and distribution to respond to urgent requirements. Awardees must be prepared to provide support around the clock for increased quantities and/or rapid acquisition and accelerated deliveries for all items and incidental services provided for under the scope of the Fire and Emergency Services Equipment (F&ESE) Tailored Logistics Support (TLS) Program. During contract performance, TLS Contractors may be requested to provide a Capability Assessment Plan (CAP) should NSNs having specific Surge & Sustainment requirements be identified and added to the contract. TLS Contractors will be required to comply with applicable DLA Procurement Notes: Notes L18 Surge and Sustainment (S&S) Requirements - Instructions to Offerors (FEB 2017), L19 Surge and Sustainment (S&S) - Capability Assessment Plan (CAP) (MAY 2017), and M07 Surge and Sustainment (S&S) Evaluation (FEB 2017).

11. Preservation, Packaging, and Marking:

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Part 12 Clauses (CONTINUED)

a. Unless otherwise specified, preservation, packaging, and packing shall be to a degree of protection to preclude damage to containers and/or the contents thereof under normal shipping conditions and handling which conform to normal commercial practices, and applicable carrier regulations involving shipment from the contractor to the receiving location. Commercial markings that do not interfere with the positioning of required markings on containers do not need to be removed.

b. Material requiring specialized packaging and marking shall be appropriately packaged and marked in accordance with industry standards.

c. Effective June 1, 2015, Federal Standard No. 313-E, Material Safety Data, Transportation Data and Disposal Data for Hazardous Materials Furnished to Government Activities, establishes the requirement for preparation and submission of Safety Data Sheets (SDS) in lieu of Material Safety Data Sheets (MSDS) by suppliers who provide hazardous materials to government activities. The Occupational Safety and Health Administration (OSHA) has modified its Hazard Communication Standard (HCS) to conform to the United Nations Globally Harmonized System of Classification and Labeling of Chemicals. As a result of this change, GSA revised Federal Standard No. 313-E requiring Safety Data Sheets for classifying chemicals and communicating the applicable information on labels. Upon receipt of applicable items, TLS Vendors will be required to obtain safety data sheets consistent with the requirements found at 29 C.F.R. 1910.1200 for hazardous materials delivered to the Government. TLS Vendors will also be required to obtain Hazardous Communication Standard (HCS) labels in accordance with 29 C.F.R. 1910.1200 requirements or current Consumer Product Safety Act (CPSA), Federal Hazardous Substance Act (FHSA) labels when subject to labeling requirements under those statutes. This product labeling is required for hazardous materials delivered to the Government. The contractor will also be responsible for maintaining all SDS and HCS labels received from suppliers on file. The contractor will furnish copies of all applicable SDS for the authorized customers upon initial delivery of covered items. The TLS Contractor shall also assure that all hazardous material is correctly labeled. The contractor will furnish copies of all SDS and HCS labels obtained to the Contracting Officer upon request.

For more information on SDS, refer to OSHAs website, available at:

https://www.osha.gov/law-regs.html

For information on 29 C.F.R. 1910.1200, refer to the below link:

https://www.osha.gov/dsg/hazcom/index.html

d. A packing list/slip shall be enclosed with each shipped order, containing the following information, as a minimum: TLS Contractor's name, delivery order number, job order number (if necessary), document number, delivery site, date of order, itemized list of supplies included in the shipment, quantity ordered, quantity shipped, burdened unit price and any special instruction shall be enclosed with each shipped order. The line item number(s) used in the order and confirmation will be duplicated on the packing slip. The prices shown on the packing list/slip must be identical to the order price. To ensure that all receiving activities can properly identify items for other than routine orders, packing list/slip shall be annotated as follows:

(1) “URGENT DELIVERY” or “EMERGENCY DELIVERY” for requirements with urgent or emergency deliveries; and/or

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

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Part 12 Clauses (CONTINUED)

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

f. The TLS Contractor must be able to provide fully traceable certifications or proof of delivery documentation for each shipment.

12. Hazardous Material and Transportation:

a. The Contractor shall be responsible for all shipment of products in accordance with the DTR, 49 CFR 170-178, IMO-IMDG, ICAO-IATA, MFTRP No. 1C, and MilAir (AFMAN24-604). TLS contractor shall be responsible for all customs documentation with a ship from location outside the United States. The contractor is responsible for shipment to the Customer's destination.

b. The TLS contractor must submit a shipping request form containing shipment and hazardous information to obtain shipping instructions and carrier documentation. Shipping request forms are to be submitted to DDC via email delivery@dla.mil. The TLS contractor is responsible for certifying the Shippers Declaration of Dangerous Goods for hazardous materials to the ultimate consignee. When applicable, the TLS contractor is required to certify the materials for the various modes of transportation each shipment will be transported. (An example of this is a shipment moving from a contractor's location via ground transport to a military aerial port. Contractor will need to complete a Shippers Declaration of Dangerous Goods for ground movement and a Shippers Declaration of Dangerous Goods for military air movement).

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

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

49 CFR 170-178 - Code of Federal Regulations
https://www.ecfr.gov

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

ICAO-IATA - International Civil Aviation Organization - International Air Transportation Association
https://www.iata.org/en/programs/cargo/dgr/

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

SDDC Freight Traffic Rules Publication No. lC (MFTRP No. 1C)
www.sddc.army.mil/sddc/Content/Pub/8188/MFTRP1C.pdf

13. Inspection and Acceptance:

The point of inspection and acceptance for items supplied under any resulting contract(s) shall be Destination (defined as customer's CONUS location, customer's OCONUS location, or a CONUS Consolidation Point where applicable). The Government, however, has the right to inspect and test supplies called for by the contract, to the extent practicable, at all places, times, including the place of manufacture, both before and after acceptance.

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Part 12 Clauses (CONTINUED)

14. Quality Requirements:

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

15. Source Restriction Compliance Plan:

The Contractor must have a plan for monitoring suppliers' compliance to the Sourcing Restrictions contained in the contract: Buy American Act, Preference for Certain Domestic Commodities/Berry Amendment, and Restrictions on Certain Foreign Purchases. There may be other source restrictions that apply to a particular product or component of the product. Contractors and their subcontractors are responsible for knowing which restrictions apply and following them accordingly. *Note that for this procurement, contractors shall only provide end items that are manufactured or substantially transformed in the United States or a Qualifying or Designated country, as set forth in FAR 25.003 and DFARS 225.003.* Unless the Berry Amendment applies to the end item, the Contracting Officer may waive the requirement to supply U.S.-made, Qualifying or Designated country end product at his or her sole discretion under circumstances where offers of U.S.-made, Qualifying country, or Designated country end products from responsible offerors are either not received or are insufficient to fill the Government's requirements. Contractors must be aware of which provision applies at the time that they submit their quotes and comply with the applicable statute, law, or regulation. The Contractor's Source Restriction Compliance Plan must include each of the following required elements and must be maintained and actively employed throughout the life of the contract:

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

(2) Flow-down. The plan must detail and ensure this process and clauses are communicated with suppliers (as well as product manufacturers and any other relevant participant in the supply chain).

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

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

The contractor must provide evidence demonstrating compliance upon request. The plan is subject to regular and random audits. If the Government determines that a contractor has violated a source restriction during performance of the contract, the Government may exercise all available remedies including but not limited to seeking replacement and/or reimbursement for nonconforming product; refusal to accept and/or pay for nonconforming product; and termination and/or adverse past performance evaluation.

16. Warranty, Return, and Discrepant Orders:

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

b. Material return and replacement policy shall be in accordance with the following:

(1) The contractor will accept returns and, if the authorized customer still requires the product(s), replace the

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Part 12 Clauses (CONTINUED)

product(s) under the following conditions:
(a) Incorrect products were shipped;
(b) Products were damaged in shipment;
(c) Products arrived with concealed shipping damages;
(d) Products which are recalled, regardless of level of recall, except when the manufacturer's policy states otherwise, in which case the manufacturer's disposition instructions will be followed;
(e) Other returns consistent with the TLS Contractor's normal return policy to include return of excess material ordered by the customer based on a project estimate.

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

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

17. Reporting Requirements:

a. Ethics Plan: Within 30 calendar days after contract award, the contractor shall provide its written code of business ethics and conduct to the Contracting Officer.

b. Monthly Usage Data: Monthly usage data shall be provided by the TLS Contractor and made available to DLA Troop Support within 15 days from the end of each calendar month covering each order received under the contract. Data shall be arrayed to provide Government access on a line-by-line or delivery order basis. The required format for submission of this information is contained in the Attachment 3 "Usage Data." **THE DATA SUBMITTED MUST CONTAIN THE *ACTUAL MANUFACTURER'S* NAME AND THE MANUFACTURER'S PART NUMBER. ANY OTHER METHOD OF IDENTIFYING THE MANUFACTURER AND MANUFACTURER'S PART NUMBER, SUCH AS A SYSTEM UNIQUE TO THE TLS CONTRACTOR, IS UNACCEPTABLE**.

c. CPARS: The contractor's performance under the contract including but not limited to quote rate, quantity fill rate, on-time delivery rate, and customer satisfaction will be recorded in the Contractor Performance Assessment Reporting System (CPARS). CPARS is a web-based system used to input data on contractor performance. Once the data is input to the CPARS system, this data is then uploaded to the Past Performance Information Retrieval System (PPIRS) database and is made available for use in source selections.

d. In Process Reviews (IPR): The contractor and the DLA Troop Support Contracting Officer will meet, at a minimum, on an annual basis to discuss issues relating to the contractor's performance and customer satisfaction. This meeting is at no cost to the Government.

e. Monthly Marketing Report: The TLS Contractor shall provide a monthly Marketing Report by the 15th day of each calendar month. Report shall be on a spreadsheet provided by DLA Troop Support. Report shall indicate all upcoming events and trade shows as well as customer visits related to the F&ESE TLS Program that will be attended by the TLS Contractor in the subsequent calendar month.

f. Monthly Ability One Report: The TLS Contractor shall provide a monthly Ability One report within 15 days from the end of each calendar month. Report shall be on a spreadsheet provided by DLA Troop Support. Report shall detail efforts to contract or subcontract with nonprofit agencies who participate in the program operated by the Committee for Purchase From People who are Blind or Severely Disabled in the preceding calendar month.

(END STATEMENT OF WORK)

CONTINUED ON NEXT PAGE

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE8EH-24-D-0003	PAGE 42 OF 42 PAGES

Part 12 Clauses (CONTINUED)

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

Attachments

List of Attachments

Description	File Name
ATTACH_Attachment_1	Attachment 1 Ceiling Prices Noble.xlsx
ATTACH_Attachment_2	Attachment 2 Usage Data. pdf
ATTACH_Attachment_3	Attachment 3 SF 1449 Signature Noble.pdf

EXHIBIT B-1

DEFENSE LOGISTICS AGENCY
TROOP SUPPORT
700 ROBBINS AVENUE
PHILADELPHIA, PENNSYLVANIA 19111-5092

DLA – Troop Support - Construction & Equipment August 14, 2026

Via Electronic Mail
Mark Good
Vice President of Contracts
Noble Supply & Logistics
1 Marina Park Drive Suite 220
Boston, MA 02210-1873
540-236-6076

SHOW CAUSE NOTICE

RE: Contract No. SPE8EH-24-D-0003

Dear Mr. Good,

You are notified that the Government considers your delinquent deliveries of the attached Delivery Orders issued under SPE8EH-24-D-0003 a default of performance. By 111 Delivery Orders issued under SPE8EH-24-D-0003 (see attached list), Noble Supply & Logistics (Noble) was obligated to provide $9,616,466.04 worth of various F&ESE TLS Program part number items. $9,084,038.58 of this material has not been timely delivered.

The Delivery Orders were placed between August 7, 2024 and July 8, 2026. To have made delivery within the required delivery schedules, deliveries were required between December 12, 2022 and June 23, 2026. To date, while some deliveries have been made for the Delivery Orders listed, each order on the attached spreadsheet has open quantities that have not been delivered.

Your failure to complete performance on or before the dates specified by delivery of the entire quantities required by the contract/delivery orders constitutes a default of performance. Based on that failure of performance, the undersigned contracting officer is considering termination of the undelivered portion of the delivery order in accordance with paragraph (m), "Termination for Cause" of FAR clause 52.212-4, Contract Terms and Conditions - Commercial Items, of the contract. Pending the decision in the matter, you are being accorded an opportunity to present reasons for your failure of timely performance to the extent that such causes were beyond your control and without your fault or negligence within the meaning of paragraph (f), "Excusable Delays" of the above clause. Therefore, within 10 days of the date of receipt of this letter, you are requested to submit via email any facts bearing on your failure of timely performance to Tyler Barner at Tyler.Barner@dla.mil and John Cuorato at John.Cuorato@dla.mil.

Any assistance given to you on these delivery orders or any acceptance of goods or services by the government will be solely for the purpose of mitigating damages, will not constitute

condonation of your untimely performance, and will not constitute a waiver of any rights the government might have under the contract. Together with the supply status of the item(s) covered by the delivery orders, the contracting officer may consider any assurance of future performance, any revised delivery schedule, and any monetary consideration offered by the contractor, in arriving at the final decision.

If, based on the foregoing, a determination is made to extend the contract/delivery order performance periods as in the best interests of the government, be advised that failure to meet the revised delivery schedule will result in termination for cause without further notice.

Sincerely,

John S. Cuorato Jr.
Contracting Officer

EXHIBIT B-2

DEFENSE LOGISTICS AGENCY
TROOP SUPPORT
700 ROBBINS AVENUE
PHILADELPHIA, PENNSYLVANIA 19111-5092

DLA – Troop Support - Construction & Equipment August 14, 2026

Via Electronic Mail
Mark Good
Vice President of Contracts
Noble Supply & Logistics
1 Marina Park Drive Suite 220
Boston, MA 02210-1873
540-236-6076

CURE NOTICE
AND REQUEST FOR ADEQUATE ASSURANCES OF FUTURE PERFORMANCE

RE: Contract No. SPE8EH-24-D-0003

Dear Mr. Good,

You are notified that the Government considers your failure to secure and ship material for the attached Delivery Orders issued under SPE8EH-24-D-0003 a condition that is endangering performance of the contract. DLA has received numerous notifications from subcontractors and customers, in addition to one notification from Noble itself, to the effect that Noble will be imminently winding down its business operations. Specifically, DLA has been advised that Noble has "informed all of Noble's approximately 300 employees via a WARN notice that barring any new financing in the next 60 days, their last day of employment with Noble will be on or about October 9, 2026." This condition is a basis for grave doubt as to Noble's ability and intent to perform the attached Delivery Orders in a timely and effective manner. Therefore, the contracting officer hereby demands adequate assurances, with supporting documentation, establishing Noble's ability and intent to timely perform within a period of ten days of the date of this letter. Failure to provide such assurances shall constitute grounds for termination for cause of the attached orders under the terms of the "Termination for Cause" of FAR clause 52.212-4, Contract Terms and Conditions – Commercial Items, of the contract.

By 5 Delivery Orders issued under Contract No. SPE8EJ-24-D-0003 (see attached list), Noble Supply & Logistics (Noble) is obligated to provide $1,275,983.23 of various F&ESE TLS program part number items by the required delivery dates specified in each Delivery Order. To date, $1,275,983.23 remains undelivered. You have indicated that Noble is currently unable to secure financing necessary to place orders with the original equipment manufacturers (OEMs) due to ongoing fiscal constraints.

The attached delivery orders were awarded between April 9, 2025 and January 22, 2026. The Government requires shipments in accordance with each delivery order. Therefore, to have delivery within the required delivery schedules, deliveries are required between August 18, 2026 and September 14, 2027. Failure to secure and promptly ship the material for delivery within the required delivery schedules will constitute a separate default of performance.

Within 10 days of receipt of this letter, you are requested to submit via email your plan to cure these supply and delivery failures to Tyler Barner at Tyler.Barner@dla.mil and John Cuorato at John.Cuorato@dla.mil. Failure to address this request to cure these issues and provide the demanded assurances to the satisfaction of the contracting officer may result in termination of the contract/delivery orders.

If, based on the foregoing, a determination is made to extend the contract/delivery order performance periods is in the best interests of the Government, be advised that failure to meet the revised delivery schedules may result in termination for cause without further notice.

Sincerely,

John S. Cuorato Jr.
Contracting Officer

EXHIBIT B-3

DEFENSE LOGISTICS AGENCY
TROOP SUPPORT
700 ROBBINS AVENUE
PHILADELPHIA, PENNSYLVANIA 19111-5092

DLA – Troop Support - Construction & Equipment August 14, 2026

Via Electronic Mail
Mark Good
Vice President of Contracts
Noble Supply & Logistics
1 Marina Park Drive Suite 220
Boston, MA 02210-1873
540-236-6076

SHOW CAUSE NOTICE

RE: Contract Nos. SPE8EJ-21-D-0022 & SPE8EJ-21-D-1022

Dear Mr. Good,

You are notified that the Government considers your delinquent deliveries of the attached Delivery Orders issued under SPE8EJ-21-D-0022 & SPE8EJ-21-D-1022 a default of performance. By 286 Delivery Orders issued under SPE8EJ-21-D-0022 & SPE8EJ-21-D-1022 (see attached list), Noble Supply & Logistics (Noble) was obligated to provide $127,175,318.34 worth of various SOE TLS Program part number items. $115,263,628.71 of this material has not been timely delivered.

The Delivery Orders were placed between March 9, 2022 and July 8, 2026. To have made delivery within the required delivery schedules, deliveries were required between July 27, 2022 and August 10, 2026. To date, while some deliveries have been made for the Delivery Orders listed, each order on the attached spreadsheet has open quantities that have not been delivered.

Your failure to complete performance on or before the dates specified by delivery of the entire quantities required by the contract/delivery orders constitutes a default of performance. Based on that failure of performance, the undersigned contracting officer is considering termination of the undelivered portion of the delivery order in accordance with paragraph (m), "Termination for Cause" of FAR clause 52.212-4, Contract Terms and Conditions - Commercial Items, of the contract. Pending the decision in the matter, you are being accorded an opportunity to present reasons for your failure of timely performance to the extent that such causes were beyond your control and without your fault or negligence within the meaning of paragraph (f), "Excusable Delays" of the above clause. Therefore, within 10 days of the date of receipt of this letter, you are requested to submit via email any facts bearing on your failure of timely performance to Vincent Catanzaro at Vincent.Catanzaro@dla.mil and John Cuorato at John.Cuorato@dla.mil.

Any assistance given to you on these delivery orders or any acceptance of goods or services by the government will be solely for the purpose of mitigating damages, will not constitute

condonation of your untimely performance, and will not constitute a waiver of any rights the government might have under the contract. Together with the supply status of the item(s) covered by the delivery orders, the contracting officer may consider any assurance of future performance, any revised delivery schedule, and any monetary consideration offered by the contractor, in arriving at the final decision.

If, based on the foregoing, a determination is made to extend the contract/delivery order performance periods as in the best interests of the government, be advised that failure to meet the revised delivery schedule will result in termination for cause without further notice.

Sincerely,

John S. Cuorato Jr.
Contracting Officer

EXHIBIT B-4

DEFENSE LOGISTICS AGENCY
TROOP SUPPORT
700 ROBBINS AVENUE
PHILADELPHIA, PENNSYLVANIA 19111-5092

DLA – Troop Support - Construction & Equipment August 14, 2026

Via Electronic Mail
Mark Good
Vice President of Contracts
Noble Supply & Logistics
1 Marina Park Drive Suite 220
Boston, MA 02210-1873
540-236-6076

CURE NOTICE
AND REQUEST FOR ADEQUATE ASSURANCES OF FUTURE PERFORMANCE

RE: Contract Nos. SPE8EJ-21-D-0022 & SPE8EJ-21-D-1022

Dear Mr. Good,

You are notified that the Government considers your failure to secure and ship material for the attached Delivery Orders issued under SPE8EJ-21-D-0022 & SPE8EJ-21-D-1022 a condition that is endangering performance of the contract. DLA has received numerous notifications from subcontractors and customers, in addition to one notification from Noble itself, to the effect that Noble will be imminently winding down its business operations. Specifically, DLA has been advised that Noble has "informed all of Noble's approximately 300 employees via a WARN notice that barring any new financing in the next 60 days, their last day of employment with Noble will be on or about October 9, 2026." This condition is a basis for grave doubt as to Noble's ability and intent to perform the attached Delivery Orders in a timely and effective manner. Therefore, the contracting officer hereby demands adequate assurances, with supporting documentation, establishing Noble's ability and intent to timely perform within a period of ten days of the date of this letter. Failure to provide such assurances shall constitute grounds for termination for cause of the attached orders under the terms of the "Termination for Cause" of FAR clause 52.212-4, Contract Terms and Conditions – Commercial Items, of the contract.

By 352 Delivery Orders issued under Contract Nos. SPE8EJ-21-D-0022 & SPE8EJ-21-D-1022 (see attached list), Noble Supply & Logistics (Noble) is obligated to provide $196,049,329.77 of various SOE TLS program part number items by the required delivery dates specified in each Delivery Order. To date, $186,685,649.56 remains undelivered. You have indicated that Noble is currently unable to secure financing necessary to place orders with the original equipment manufacturers (OEMs) due to ongoing fiscal constraints.

The attached delivery orders were awarded between March 9, 2022 and July 8, 2026. The Government requires shipments in accordance with each delivery order. Therefore, to have delivery within the required delivery schedules, deliveries are required between July 27, 2022 and August 10, 2026. Failure to secure and promptly ship the material for delivery within the required delivery schedules will constitute a separate default of performance.

Within 10 days of receipt of this letter, you are requested to submit via email your plan to cure these supply and delivery failures to Vincent Catanzaro at Vincent.Catanzaro@dla.mil and John Cuorato at John.Cuorato@dla.mil. Failure to address this request to cure these issues and provide the demanded assurances to the satisfaction of the contracting officer may result in termination of the contract/delivery orders.

If, based on the foregoing, a determination is made to extend the contract/delivery order performance periods is in the best interests of the Government, be advised that failure to meet the revised delivery schedules may result in termination for cause without further notice.

Sincerely,

John S. Cuorato Jr.
Contracting Officer

EXHIBIT B-5

DEFENSE LOGISTICS AGENCY
TROOP SUPPORT
700 ROBBINS AVENUE
PHILADELPHIA, PENNSYLVANIA 19111-5092

DLA – Troop Support - Construction & Equipment August 13, 2026

Via Electronic Mail
Mark Good
Vice President of Contracts
Noble Supply & Logistics
1 Marina Park Drive Suite 220
Boston, MA 02210-1873
540-236-6076

SHOW CAUSE NOTICE

RE: Contract Nos. SPE8EJ-21-D-0036 & SPE8EJ-21-D-0037

Dear Mr. Good,

You are notified that the Government considers your delinquent deliveries of the attached Delivery Orders issued under SPE8EJ-21-D-0036 & SPE8EJ-21-D-0037 a default of performance. By 118 Delivery Orders issued under SPE8EJ-21-D-0036 & SPE8EJ-21-D-0037 (see attached list), Noble Supply & Logistics (Noble) was obligated to provide $1,586,710.88 worth of various SOE TLS Program NSNs. $1,477,482.88 of this material has not been timely delivered.

The Delivery Orders were placed between December 7, 2022 and April 12, 2026. To have made delivery within the required delivery schedules, deliveries were required between April 6, 2023 and August 10, 2026. To date, while some deliveries have been made for the Delivery Orders listed, each order on the attached spreadsheet has open quantities that have not been delivered.

Your failure to complete performance on or before the dates specified by delivery of the entire quantities required by the contract/delivery orders constitutes a default of performance. Based on that failure of performance, the undersigned contracting officer is considering termination of the undelivered portion of the delivery order in accordance with paragraph (m), "Termination for Cause" of FAR clause 52.212-4, Contract Terms and Conditions - Commercial Items, of the contract. Pending the decision in the matter, you are being accorded an opportunity to present reasons for your failure of timely performance to the extent that such causes were beyond your control and without your fault or negligence within the meaning of paragraph (f), "Excusable Delays" of the above clause. Therefore, within 10 days of the date of receipt of this letter, you are requested to submit via email any facts bearing on your failure of timely performance to Vincent Catanzaro at Vincent.Catanzaro@dla.mil and John Cuorato at John.Cuorato@dla.mil.

Any assistance given to you on these delivery orders or any acceptance of goods or services by the government will be solely for the purpose of mitigating damages, will not constitute

condonation of your untimely performance, and will not constitute a waiver of any rights the government might have under the contract. Together with the supply status of the item(s) covered by the delivery orders, the contracting officer may consider any assurance of future performance, any revised delivery schedule, and any monetary consideration offered by the contractor, in arriving at the final decision.

If, based on the foregoing, a determination is made to extend the contract/delivery order performance periods as in the best interests of the government, be advised that failure to meet the revised delivery schedule will result in termination for cause without further notice.

Sincerely,

John S. Cuorato Jr.
Contracting Officer

EXHIBIT B-6

DEFENSE LOGISTICS AGENCY
TROOP SUPPORT
700 ROBBINS AVENUE
PHILADELPHIA, PENNSYLVANIA 19111-5092

DLA – Troop Support - Construction & Equipment August 13, 2026

Via Electronic Mail
Mark Good
Vice President of Contracts
Noble Supply & Logistics
1 Marina Park Drive Suite 220
Boston, MA 02210-1873
540-236-6076

CURE NOTICE
AND REQUEST FOR ADEQUATE ASSURANCES OF FUTURE PERFORMANCE

RE: Contract Nos. SPE8EJ-21-D-0036 & SPE8EJ-21-D-0037

Dear Mr. Good,

You are notified that the Government considers your failure to secure and ship material for the attached Delivery Orders issued under SPE8EJ-21-D-0036 & SPE8EJ-21-D-0037 a condition that is endangering performance of the contract. DLA has received numerous notifications from subcontractors and customers, in addition to one notification from Noble itself, to the effect that Noble will be imminently winding down its business operations. Specifically, DLA has been advised that Noble has "informed all of Noble's approximately 300 employees via a WARN notice that barring any new financing in the next 60 days, their last day of employment with Noble will be on or about October 9, 2026." This condition is a basis for grave doubt as to Noble's ability and intent to perform the attached Delivery Orders in a timely and effective manner. Therefore, the contracting officer hereby demands adequate assurances, with supporting documentation, establishing Noble's ability and intent to timely perform within a period of ten days of the date of this letter. Failure to provide such assurances shall constitute grounds for termination for cause of the attached orders under the terms of the "Termination for Cause" of FAR clause 52.212-4, Contract Terms and Conditions – Commercial Items, of the contract.

By 611 Delivery Orders issued under Contract Nos. SPE8EJ-21-D-0036 & SPE8EJ-21-D-0037 (see attached list), Noble Supply & Logistics (Noble) is obligated to provide $1,857,870.84 of various SOE TLS program NSNs by the required delivery dates specified in each Delivery Order. You have indicated that Noble is currently unable to secure financing necessary to place orders with the original equipment manufacturers (OEMs) due to ongoing fiscal constraints.

The attached delivery orders were awarded between December 1, 2025 and August 11, 2026. The Government requires shipments in accordance with each delivery order. Therefore, to have

delivery within the required delivery schedules, deliveries are required between August 11, 2026 and April 8, 2027. Failure to secure and promptly ship the material for delivery within the required delivery schedules will constitute a separate default of performance.

Within 10 days of receipt of this letter, you are requested to submit via email your plan to cure these supply and delivery failures to Vincent Catanzaro at Vincent.Catanzaro@dla.mil and John Cuorato at John.Cuorato@dla.mil. Failure to address this request to cure these issues and provide the demanded assurances to the satisfaction of the contracting officer may result in termination of the contract/delivery orders.

If, based on the foregoing, a determination is made to extend the contract/delivery order performance periods is in the best interests of the Government, be advised that failure to meet the revised delivery schedules may result in termination for cause without further notice.

Sincerely,

John S. Cuorato Jr.
Contracting Officer

EXHIBIT B-7

DEFENSE LOGISTICS AGENCY
TROOP SUPPORT
700 ROBBINS AVENUE
PHILADELPHIA, PENNSYLVANIA 19111-5092

DLA – Troop Support - Construction & Equipment August 14, 2026

Via Electronic Mail
Mark Good
Vice President of Contracts
Noble Supply & Logistics
1 Marina Park Drive Suite 220
Boston, MA 02210-1873
540-236-6076

SHOW CAUSE NOTICE

RE: Contract Nos. SPE8EJ-21-D-0028 & SPE8EJ-21-D-1028

Dear Mr. Good,

You are notified that the Government considers your delinquent deliveries of the attached Delivery Orders issued under SPE8EJ-21-D-0028 & SPE8EJ-21-D-1028 a default of performance. By 31 Delivery Orders issued under SPE8EJ-21-D-0028 & SPE8EJ-21-D-1028 (see attached list), Noble Supply & Logistics (Noble) was obligated to provide $41,763,992.02 worth of various SOE Tents TLS Program part number items. $41,223,218.13 of this material has not been timely delivered.

The Delivery Orders were placed between July 3, 2023 and January 15, 2026. To have made delivery within the required delivery schedules, deliveries were required between November 30, 2024 and August 7, 2026. To date, while some deliveries have been made for the Delivery Orders listed, each order on the attached spreadsheet has open quantities that have not been delivered.

Your failure to complete performance on or before the dates specified by delivery of the entire quantities required by the contract/delivery orders constitutes a default of performance. Based on that failure of performance, the undersigned contracting officer is considering termination of the undelivered portion of the delivery order in accordance with paragraph (m), "Termination for Cause" of FAR clause 52.212-4, Contract Terms and Conditions - Commercial Items, of the contract. Pending the decision in the matter, you are being accorded an opportunity to present reasons for your failure of timely performance to the extent that such causes were beyond your control and without your fault or negligence within the meaning of paragraph (f), "Excusable Delays" of the above clause. Therefore, within 10 days of the date of receipt of this letter, you are requested to submit via email any facts bearing on your failure of timely performance to Vincent Catanzaro at Vincent.Catanzaro@dla.mil and John Cuorato at John.Cuorato@dla.mil.

Any assistance given to you on these delivery orders or any acceptance of goods or services by the government will be solely for the purpose of mitigating damages, will not constitute

condonation of your untimely performance, and will not constitute a waiver of any rights the government might have under the contract. Together with the supply status of the item(s) covered by the delivery orders, the contracting officer may consider any assurance of future performance, any revised delivery schedule, and any monetary consideration offered by the contractor, in arriving at the final decision.

If, based on the foregoing, a determination is made to extend the contract/delivery order performance periods as in the best interests of the government, be advised that failure to meet the revised delivery schedule will result in termination for cause without further notice.

Sincerely,

John S. Cuorato Jr.
Contracting Officer

EXHIBIT B-8

DEFENSE LOGISTICS AGENCY
TROOP SUPPORT
700 ROBBINS AVENUE
PHILADELPHIA, PENNSYLVANIA 19111-5092

DLA – Troop Support - Construction & Equipment August 14, 2026

Via Electronic Mail
Mark Good
Vice President of Contracts
Noble Supply & Logistics
1 Marina Park Drive Suite 220
Boston, MA 02210-1873
540-236-6076

CURE NOTICE
AND REQUEST FOR ADEQUATE ASSURANCES OF FUTURE PERFORMANCE

RE: Contract Nos. SPE8EJ-21-D-0028 & SPE8EJ-21-D-1028

Dear Mr. Good,

You are notified that the Government considers your failure to secure and ship material for the attached Delivery Orders issued under SPE8EJ-21-D-0028 & SPE8EJ-21-D-1028 a condition that is endangering performance of the contract. DLA has received numerous notifications from subcontractors and customers, in addition to one notification from Noble itself, to the effect that Noble will be imminently winding down its business operations. Specifically, DLA has been advised that Noble has "informed all of Noble's approximately 300 employees via a WARN notice that barring any new financing in the next 60 days, their last day of employment with Noble will be on or about October 9, 2026." This condition is a basis for grave doubt as to Noble's ability and intent to perform the attached Delivery Orders in a timely and effective manner. Therefore, the contracting officer hereby demands adequate assurances, with supporting documentation, establishing Noble's ability and intent to timely perform within a period of ten days of the date of this letter. Failure to provide such assurances shall constitute grounds for termination for cause of the attached orders under the terms of the "Termination for Cause" of FAR clause 52.212-4, Contract Terms and Conditions – Commercial Items, of the contract.

By 25 Delivery Orders issued under Contract Nos. SPE8EJ-21-D-0028 & SPE8EJ-21-D-1028 (see attached list), Noble Supply & Logistics (Noble) is obligated to provide $9,088,641.82 of various SOE Tents TLS program part number items by the required delivery dates specified in each Delivery Order. You have indicated that Noble is currently unable to secure financing necessary to place orders with the original equipment manufacturers (OEMs) due to ongoing fiscal constraints.

The attached delivery orders were awarded between June 25, 2025 and August 4, 2026. The Government requires shipments in accordance with each delivery order. Therefore, to have delivery within the required delivery schedules, deliveries are required between August 17, 2026 and March 19, 2027. Failure to secure and promptly ship the material for delivery within the required delivery schedules will constitute a separate default of performance.

Within 10 days of receipt of this letter, you are requested to submit via email your plan to cure these supply and delivery failures to Vincent Catanzaro at Vincent.Catanzaro@dla.mil and John Cuorato at John.Cuorato@dla.mil. Failure to address this request to cure these issues and provide the demanded assurances to the satisfaction of the contracting officer may result in termination of the contract/delivery orders.

If, based on the foregoing, a determination is made to extend the contract/delivery order performance periods is in the best interests of the Government, be advised that failure to meet the revised delivery schedules may result in termination for cause without further notice.

Sincerely,

John S. Cuorato Jr.
Contracting Officer

EXHIBIT C-1

NOBLE
One Marina Park Drive
Suite 220
Boston, MA 02210

August 24, 2026

Via Electronic Mail:
John.Cuorato@dla.mil
Vincent.Catanzaro@dla.mil

John S. Cuorato, Jr., Contracting Officer
Defense Logistics Agency – Troop Support
700 Robbins Avenue
Philadelphia, PA 19111-5092

Re: Noble Response to Show Cause Notice under Contract Nos. SPE8EH-24-D-0003

Dear Mr. Cuorato:

Noble Supply & Logistics, LLC ("Noble") submits this response to the Show Cause Notice dated August 14, 2026, regarding 111 delivery orders valued at $9,084,039 under the above-captioned Fire & Emergency Services Equipment contract ("FESE Contract") in the attachment to the Show Cause Notice. As explained in more detail below, Noble has a demonstrated history of superior performance under the FESE Contract and, although Noble has experienced recent working capital challenges, Noble has *not* expressed a positive, definite, unconditional and unequivocal intent not to perform these contracts and delivery orders, and it is not in the Government's best interests to terminate these delivery orders for cause, especially the orders that have already been delivered or for which vendor delays will not result in the government customer receiving its orders any more quickly.

1. **Termination for cause is not warranted under the law or circumstances associated with these contracts and delivery orders.**

Noble emphasizes that a termination for cause is "a drastic sanction that should be imposed upon a contractor only for good cause and in the presence of solid evidence." *Lisbon Contractors, Inc. v. United States*, 828 F.2d 759, 765 (Fed. Cir. 1987). FAR 52.212-4 governs terminations for cause in commercial-item contracts and does not mandate that the DLA "shall" or "must" terminate the contract in the event of a default, only that the government "may" terminate it. FAR 52.212-4(m); *see also Darwin Constr. Co. v. United States*, 811 F.2d 593, 596 (Fed. Cir. 1987) (noting the government is not required to terminate on a finding of default, but merely gives the procuring agency the discretion to do so, and that discretion must be "reasonably exercised"). Moreover, an agency is cautioned to terminate a contract for cause only where such a termination would be in the Government's best interests, and to do so only after consultation with counsel. *See* FAR 12.403(b).

DLA's Show Cause Notice is not based on "solid evidence," rather, it is based on a general allegation of Noble's "delinquent deliveries" As discussed below, DLA has not meaningfully engaged with Noble during the Cure Notice process. DLA Troop Support issued 10 Show Cause and Cure Notices on August 13,

2026 and August 14, 2026. These notices covered over 2,000 orders valued at approximately $400,000,000. On August 20, 2026, Noble requested an extension on each until Friday, August 28, 2026. DLA denied each extension without stating a reason. DLA did not engage meaningfully in issuing the notices on a blanket basis, thus, given the inconsistencies and misinformation, Noble requested more time to meaningfully address. It is not reasonable to provide Noble 10 days to respond to over 2,000 orders. There are unique circumstances involved in each line item. Based on Noble's preliminary review of the attachment identifying the 111 delivery orders, there are several inconsistencies that do not support a termination for cause.

The list of 111 delivery orders contains orders that:

1. Noble shows as delivered.
2. Have been delayed by the customer, through no fault of Noble or its vendor.
3. Vendors require extra time for delivery.

Most notably, with respect to the highest dollar value order, Delivery Order No. SPE8EX25FX01N, which consists of 3 lines and is partially fulfilled, has been delayed to vendor delays having nothing to do with Noble's financial situation. The current estimated ship date is 9/15/2026. Further, there are a number of lines that were delivered in July that have not yet been invoiced.

With more time, and meaningful engagement from DLA, Noble will be able to provide specific status of all 111 orders.

Noble has a demonstrated history of superior performance under the FESE Contract. Courts have repeatedly found that the Government does not satisfy its burden to justify a default termination by "merely showing that the contractor was behind schedule." *McDonnell Douglas Corp. v. United States*, 323 F.3d 1006, 1015-16 (Fed. Cir. 2003); *Alutiiq Mfg. Contractors, LLC v. United States*, 143 Fed. Cl. 689, 699 (2019) ("Even if the Court were to agree with the government's assertion that [the Contractor] was incurably behind schedule, that is not enough to satisfy the requirements of a termination for default."). Given the delays in deliveries for a number of orders were beyond Noble's control, a termination for cause under these circumstances would be an abuse of discretion, especially given Noble's assurances and unequivocal intent to complete its orders.

2. Noble should be provided the opportunity to give adequate assurances that it will deliver.

Though not noted in the Show Cause Notice, Noble believes that DLA's motivation in issuing 10 Show Cause and Cure Notices was due to DLA's concern that Noble issued WARN Act notices and its mistaken belief that Noble "is currently unable to secure financing necessary to place orders with the original equipment manufacturers (OEMs) due to ongoing fiscal constraints." Therefore, Noble wants to address those concerns in this response.

Noble issued legally-required Worker Adjustment and Retraining Notification Act ("WARN Act") notices to its employees, this does not mean Noble is winding down its operations, and cannot serve as the basis for a default termination. On August 11, 2026, the undersigned informed DLA's General Counsel's Office that Noble had issued WARN notices to employees. Noble issued those notices on August 10, 2026. The WARN Act requires employers to provide written notice at least 60 calendar days in advance of mass layoffs and is required when a business with 100 or more full-time workers is laying off at least 50 people at a single site of employment or employs 100 or more workers who work at least a combined 4,000 hours per

week. Compliance with this statutorily mandated action does not mean that Noble will definitively lay off all of its employees. Nor did Noble notify DLA, or anyone else, that it would imminently wind down its business operations or that the WARN Act notice means that it will. *See HBS National Corporation v. General Services Administration*, GSBCA No. 14302, July 31, 1998, 98-2 BCA ¶29,935 (holding the government's default termination was not justified on the basis of a WARN Act letter where the contractor did not express a positive, definite, unconditional and unequivocal intent not to perform).

The current situation leading to the WARN notices was triggered, in part, because Noble's credit facility with JP Morgan matured on July 31, 2026. As Contracting Officers Ms. Lauren Vendetti and Mr. Eric Milanowicz were informed on August 12, 2026, respectively, that Noble was experiencing a transition with our credit facility with JP Morgan. Noble entered into a Forbearance Agreement with JP Morgan on July 31, 2026, to bridge the transition period and to allow Noble to obtain new working capital financing. Because this Forbearance Agreement expires on September 30, 2026, Noble's Board of Managers believed it was prudent to issue the WARN Act notices in case Noble does not obtain this financing, among other considerations, and because more than 30 employees will be affected by the cessation of the FSG 53 program regardless of the additional financing. In short, the inaccurate rumors from third parties and the issuance of those notices should not be construed as an announcement that Noble is imminently ceasing business operations and any termination based on such inaccurate information would constitute an abuse of discretion.

Noble has been actively engaging with its existing lenders, JP Morgan and Blue Torch Capital LP, in an effort to enhance its working capital. Noble has also expanded its efforts to explore strategic alternatives, including third-party financing and potential sale transactions. Several parties have expressed interest in acquiring or financing some or all of the business, including one Indication of Interest (IOI) received on August 11, 2026, and Noble is actively evaluating those opportunities. The fact that Noble has experienced working capital challenges does not, standing alone, establish that Noble is unable or unwilling to perform the delivery orders identified in the Show Cause Notice.

Importantly, one of the options being evaluated by Noble is a sale of some or all of its assets. Any such sale would be done in consultation with DLA and in compliance with FAR Part 42 and applicable law. As stated above, Noble has an IOI from a prospective buyer, which would include purchase of Noble's contract backlog. This prospective buyer is a currently active, responsible small business government contractor who would have the capability and capacity to assume the outstanding FESE delivery orders. We expect another IOI this week involving our contracts from another eligible contractor, and there are other parties performing diligence on the our contracts. Terminating these orders under the FESE Contract before determining whether there is a contractor – whether it is Noble or a third party – with the capability and capacity to perform is not in the Government's best interest.

3. DLA has failed to meaningfully engage with Noble regarding performance issues.

Every contract includes an implied duty of good faith and fair dealing. That duty requires each party to refrain from interfering with the other party's performance or acting in a manner that destroys the other party's reasonable expectations regarding the benefits of the contract. *Bell/Heery v. United States*, 739 F.3d 1324, 1334–35 (Fed. Cir. 2014); *Centex Corp. v. United States*, 395 F.3d 1283, 1304 (Fed. Cir. 2005); *Dobyns v. United States*, 915 F.3d 733, 739 (Fed. Cir. 2019); *Metcalf Construction Co. v. United States*, 742 F.3d 984, 990 (Fed. Cir. 2014).

Noble believes that DLA's handling of the current circumstances raises significant concerns under this implied duty.

A. DLA has declined Noble's repeated requests to engage.

Noble has repeatedly sought to establish an open line of communication with DLA, but DLA has declined these requests, citing "sensitive contract information" and the potential for pending litigation. Noble does not understand why those concerns prevented DLA from engaging with Noble regarding non-competition, non-litigation issues directly affecting contract performance, such as Noble's financial situation.

Instead of engaging with Noble when these issues were first raised, DLA has continued to decline substantive discussions and has subsequently issued cure notices and show cause notices based on inaccurate information and third-party representations.

B. DLA has failed to respond meaningfully to Noble's requests for delivery date extensions.

Noble has also submitted requests for extensions of required delivery dates (RDDs) when circumstances outside Noble's control affected its ability to meet the existing delivery schedule.

Historically, Noble understands that DLA's practice has been to consider and grant extensions where appropriate, particularly where the delay was not attributable to the prime contractor. Over the past several months, however, Noble's extension requests unrelated to its financial situation have been categorically denied or have not received meaningful responses regardless of the underlying circumstances. We do not know if this is a change in DLA policy or unequal treat among the TLS prime contractors.

C. The Show Cause Notice Process Itself Contains Apparent Inconsistencies

DLA has not meaningfully engaged with Noble during the Show Cause Notice process. The Show Cause Notice states "[t]he Delivery Orders were placed between August 7, 2024 and July 8, 2026. To have made delivery within the required delivery schedules, deliveries were required between December 12, 2022 and June 23, 2026." However, DLA does not explain how deliveries could have been required before orders were placed. Such a discrepancy does not provide Noble adequate information to respond.

This further underscores the need for DLA and Noble to engage directly regarding the specific delivery orders, Noble's ability to perform them, and the appropriate path forward rather than relying upon generalized assumptions concerning Noble's financial condition.

4. Conclusion

A decision on whether to terminate for cause "presupposes an active and reasoned consideration of available and sometimes contradictory information. Various factors must be evaluated and the totality of circumstances weighed by the Contracting Officer in arriving at a decision which has the most serious consequences for a contractor." *JAMCO Constructors, Inc.*, VABCA 3271, 94-1 BCA ¶ 26,405, at 131,361 (citing *Executive Elevator Service*, VABCA 2152, 87-2 BCA ¶ 19,849, at 100,438). The provisions in FAR Part 49 remain relevant guidance that should not be ignored by DLA here. In this regard, FAR 49.402-3(f) contemplates an exhaustive multi-factor analysis, including consideration of:

(1) The terms of the contract and applicable laws and regulations.

(2) The specific failure of the contractor and the excuses for the failure.

(3) The availability of the supplies or services from other sources.

(4) The urgency of the need for the supplies or services and the period of time required to obtain them from other sources, as compared with the time delivery could be obtained from the delinquent contractor.

(5) The degree of essentiality of the contractor in the Government acquisition program and the effect of a termination for default upon the contractor's capability as a supplier under other contracts.

(6) The effect of a termination for default on the ability of the contractor to liquidate guaranteed loans, progress payments, or advance payments.

(7) Any other pertinent facts and circumstances.

All of these factors militate against terminating Noble's delivery orders or contracts, and there is no indication that DLA has considered these in issuing Cure Notices and Show Cause notices for a massive volume of orders with an unreasonable cure period. Noble is endeavoring to promptly complete its orders, and will work with DLA to ensure that orders are filled on a timely basis. As such, we see no legal or factual basis that would support any termination for cause.

Noble requests an opportunity to meet promptly with the appropriate DLA representatives to discuss the specific delivery orders at issue, Noble's current performance capabilities, the potential sale of some of its assets, and an appropriate path forward for resolving any legitimate concerns. Noble remains willing to work constructively and transparently with DLA to minimize disruption and support continued performance under the FESE contract.

Respectfully submitted,

Gary D. Campbell

Gary Campbell
Chief Legal Officer
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EXHIBIT C-2

NOBLE
One Marina Park Drive
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August 24, 2026

Via Electronic Mail:
John.Cuorato@dla.mil
Vincent.Catanzaro@dla.mil

John S. Cuorato, Jr., Contracting Officer
Defense Logistics Agency – Troop Support
700 Robbins Avenue
Philadelphia, PA 19111-5092

Re: Noble Response to Cure Notice under Contract No. SPE8EH-24-D-0003

Dear Mr. Cuorato:

Noble Supply & Logistics, LLC ("Noble") submits this response to the Cure Notice dated August 14, 2026, regarding the delivery orders under the above-captioned Fire and Emergency Services Equipment contract ("FESE Contract") identified in the attachment to the Cure Notice. As explained in more detail below, Noble has a demonstrated history of superior performance under the FESE contract and, although Noble has experienced recent working capital challenges, Noble has *not* expressed a positive, definite, unconditional and unequivocal intent not to perform these contracts and delivery orders. Furthermore, in light of incorrect information cited in the Cure Notice, as well as Noble's assurances of future performance, termination for cause is not warranted under the law or circumstances associated with these contracts and delivery orders.

1. **The Cure Notice relies on inaccurate information and termination for cause is not appropriate.**

Noble emphasizes that a termination for cause is "a drastic sanction that should be imposed upon a contractor only for good cause and in the presence of solid evidence." *Lisbon Contractors, Inc. v. United States*, 828 F.2d 759, 765 (Fed. Cir. 1987). FAR 52.212-4 governs terminations for cause in commercial-item contracts and does not mandate that the DLA "shall" or "must" terminate the contract in the event of a default, only that the government "may" terminate it. FAR 52.212-4(m); *see also Darwin Constr. Co. v. United States*, 811 F.2d 593, 596 (Fed. Cir. 1987) (noting the government is not required to terminate on a finding of default, but merely gives the procuring agency the discretion to do so, and that discretion must be "reasonably exercised"). Moreover, an agency is cautioned to terminate a contract for cause only where such a termination would be in the Government's best interests, and to do so only after consultation with counsel. *See* FAR 12.403(b).

DLA's Cure Notice is not based on "solid evidence," rather, it is based on a general allegation of Noble's "failure to secure and ship material" for 5 orders even though these orders are not yet delinquent under the delivery date. In support of this allegation, DLA states that it has received numerous notifications from subcontractors and customers, "in addition to one notification from Noble itself," indicating that Noble

will imminently wind down its business operations. First, any notification from a customer or subcontract that Noble is winding down its business operations is a rumor. Further, the assertion that Noble itself notified DLA that it would imminently wind down its business operations is simply not true. Accordingly, and to the extent that DLA is relying on materially inaccurate information from third parties on the status of Noble's business operations, any termination decision would be an abuse of discretion. *See CJP Contractors, Inc. v. United States*, 45 Fed. Cl. 343, 371 (1999) (finding reliance on "materially erroneous information" cannot be a reasonable exercise of discretion when considering termination) (quoting *L&H Constr. Co.*, ASBCA No. 43833, 97-1 BCA ¶ 28,766).

Second, to the extent that any decision to issue the Cure Notice is based on Noble issuing legally-required Worker Adjustment and Retraining Notification Act ("WARN Act") notices to its employees, this does not mean Noble is winding down its operations, and this too cannot serve as the basis for a default termination. On August 11, 2026, the undersigned informed DLA's General Counsel's Office that Noble had issued WARN notices to employees. Noble issued those notices on August 10, 2026. The WARN Act requires employers to provide written notice at least 60 calendar days in advance of mass layoffs and is required when a business with 100 or more full-time workers is laying off at least 50 people at a single site of employment or employs 100 or more workers who work at least a combined 4,000 hours per week. Compliance with this statutorily mandated action does not mean that Noble will definitively lay off all of its employees. Nor did Noble notify DLA, or anyone else, that it would imminently wind down its business operations or that the WARN Act notice means that it will. *See HBS National Corporation v. General Services Administration*, GSBCA No. 14302, July 31, 1998, 98-2 BCA ¶29,935 (holding the government's default termination was not justified on the basis of a WARN Act letter where the contractor did not express a positive, definite, unconditional and unequivocal intent not to perform).

The current situation leading to the WARN notices was triggered, in part, because Noble's credit facility with JP Morgan matured on July 31, 2026. As Contracting Officers Ms. Lauren Vendetti and Mr. Eric Milanowicz were informed on August 3, 2026 and August 12, 2026, respectively, that Noble was experiencing a transition with our credit facility with JP Morgan. Noble entered into a Forbearance Agreement with JP Morgan on July 31, 2026, to bridge the transition period and to allow Noble to obtain new working capital financing. Because this Forbearance Agreement expires on September 30, 2026, Noble's Board of Managers believed it was prudent to issue the WARN Act notices in case Noble does not obtain this financing, among other considerations, and because more than 30 employees will be affected by the cessation of the FSG 53 program regardless of the additional financing. In short, the inaccurate rumors from third parties and the issuance of those notices should not be construed as an announcement that Noble is imminently ceasing business operations and any termination based on such inaccurate information would constitute an abuse of discretion.

2. Noble should be provided the opportunity to give adequate assurances that it will deliver

DLA also states that Noble has indicated that it "is currently unable to secure financing necessary to place orders with the original equipment manufacturers (OEMs) due to ongoing fiscal constraints." That statement, as a blanket characterization of Noble's operations, is also inaccurate.

Noble has been actively engaging with its existing lenders, JP Morgan and Blue Torch Capital LP, in an effort to enhance its working capital. Noble has also expanded its efforts to explore strategic alternatives, including third-party financing and potential sale transactions. Several parties have expressed interest in acquiring or financing some or all of the business, including one Indication of Interest (IOI) received on

August 11, 2026, and Noble is actively evaluating those opportunities. The fact that Noble has experienced working capital challenges does not, standing alone, establish that Noble is unable or unwilling to perform the delivery orders identified in the Cure Notice.

Importantly, one of the options being evaluated by Noble is the sale of some or all of its assets. Any such sale would be done in consultation with DLA and in compliance with FAR Part 42 and applicable law. As stated above, Noble has an IOI from a prospective buyer, which is a currently active, responsible small business government contractor who would have the capability and capacity to assume any open FESE obligations. We expect another IOI this week from another eligible contractor, and there are other parties performing diligence on our contracts. Terminating these orders before determining whether there is a contractor – whether it is Noble or a third party – with the capability and capacity to perform is not in the Government's best interest.

With respect to the Cure Notice allegation that Noble "is currently unable to secure financing necessary to place orders with the original equipment manufacturers (OEMs) due to ongoing fiscal constraints," there have been instances in which vendors have required prepayment for long-lead items that Noble was not then in a position to provide, but those isolated circumstances do not establish an intent not to perform the existing delivery orders or establish that Noble is unable to continue meeting its contractual obligations. Indeed, Noble has a demonstrated history of superior performance under the FESE contract. Courts have repeatedly found that the Government does not satisfy its burden to justify a default termination by "merely showing that the contractor was behind schedule." *McDonnell Douglas Corp. v. United States*, 323 F.3d 1006, 1015-16 (Fed. Cir. 2003); *Alutiiq Mfg. Contractors, LLC v. United States*, 143 Fed. Cl. 689, 699 (2019) ("Even if the Court were to agree with the government's assertion that [the Contractor] was incurably behind schedule, that is not enough to satisfy the requirements of a termination for default."). Given the above, a termination for cause under these circumstances would be an abuse of discretion, especially given Noble's assurances and unequivocal intent to complete its orders.

3. Noble's delays in payments to vendors are caused by the FSG 53 Program, and do not otherwise speak to Noble's performance.

With respect to the FSG 53 program, as DLA has been aware for several months, the working capital challenges Noble has experienced, resulted, in large part, from DLA Weapons Support's cessation of the FSG 53 program, under which Noble has approximately $80 million in inventory exposure. DLA discontinued the program after three years rather than the original intent to continue for a ten-year period. Noble relied on this ten-year program runway when buying inventory based on DLA's demand data. DLA further burdened Noble's working capital by issuing a unilateral modification to buy back limited inventory with approximately three months' notice rather than the contractually required 24 months' notice. These circumstances have been the primary driver of Noble's current working capital challenges and, unfortunately, to delays in payments to certain subcontractors and vendors. Outside of the challenges posed by the FSG 53 contract, which Noble is seeking to address through financing alternatives and a certified claim to be submitted to DLA Weapons Support, Noble has demonstrated superior performance under the FESE Contract.

4. DLA has failed to meaningfully engage with Noble regarding performance issues.

Every contract includes an implied duty of good faith and fair dealing. That duty requires each party to refrain from interfering with the other party's performance or acting in a manner that destroys the other

party's reasonable expectations regarding the benefits of the contract. *Bell/Heery v. United States*, 739 F.3d 1324, 1334–35 (Fed. Cir. 2014); *Centex Corp. v. United States*, 395 F.3d 1283, 1304 (Fed. Cir. 2005); *Dobyns v. United States*, 915 F.3d 733, 739 (Fed. Cir. 2019); *Metcalf Construction Co. v. United States*, 742 F.3d 984, 990 (Fed. Cir. 2014).

DLA's handling of the current circumstances raises significant concerns under this implied duty.

A. DLA has declined Noble's repeated requests to engage.

Noble has repeatedly sought to establish an open line of communication with DLA, but DLA has declined these requests, citing "sensitive contract information" and the potential for pending litigation. Noble does not understand why those concerns prevented DLA from engaging with Noble regarding non-competition, non-litigation issues directly affecting contract performance, such as Noble's financial situation.

Instead of engaging with Noble when these issues were first raised, DLA has continued to decline substantive discussions and has subsequently issued cure notices and show cause notices based on inaccurate information and third-party representations.

B. DLA has failed to respond meaningfully to Noble's requests for delivery date extensions.

Noble has also submitted requests for extensions of required delivery dates (RDDs) when circumstances outside Noble's control affected its ability to meet the existing delivery schedule.

Historically, Noble understands that DLA's practice has been to consider and grant extensions where appropriate, particularly where the delay was not attributable to the prime contractor. Over the past several months, however, Noble's extension requests unrelated to its financial situation have been categorically denied or have not received meaningful responses regardless of the underlying circumstances. We do not know if this is a change in DLA policy or unequal treat among the TLS prime contractors.

C. DLA did not act in good faith in issuing 10 Cure/Show Cause Notices with the same due date.

DLA Troop Support issued 10 Show Cause and Cure Notices on August 13, 2026 and August 14, 2026. These notices covered over 2,000 orders valued at approximately $400,000,000. On August 20, 2026, Noble requested an extension on each until Friday, August 28, 2026. As with the RDD extension requests, DLA denied each extension without stating a reason. DLA did not engage meaningfully in issuing the notices on a blanket basis, thus, given the inconsistencies and misinformation, Noble requested more time to meaningfully address. It is not reasonable to provide Noble 10 days to respond to over 2,000 orders. There are unique circumstances involved in each line item. For instance, Noble has issued prepayments for certain orders, others in Noble's warehouses pending shipment, there are frustrated shipments, and even some that have already been delivered by not yet invoiced. None of these are impacted by Noble's financial situation.

5. Conclusion

A decision on whether to terminate for cause "presupposes an active and reasoned consideration of available and sometimes contradictory information. Various factors must be evaluated and the totality of circumstances weighed by the Contracting Officer in arriving at a decision which has the most serious consequences for a contractor." *JAMCO Constructors, Inc.*, VABCA 3271, 94-1 BCA ¶ 26,405, at 131,361 (citing *Executive Elevator Service*, VABCA 2152, 87-2 BCA ¶ 19,849, at 100,438). The provisions in FAR

Part 49 remain relevant guidance that should not be ignored by DLA here. In this regard, FAR 49.402-3(f) contemplates an exhaustive multi-factor analysis, including consideration of:

(1) The terms of the contract and applicable laws and regulations.

(2) The specific failure of the contractor and the excuses for the failure.

(3) The availability of the supplies or services from other sources.

(4) The urgency of the need for the supplies or services and the period of time required to obtain them from other sources, as compared with the time delivery could be obtained from the delinquent contractor.

(5) The degree of essentiality of the contractor in the Government acquisition program and the effect of a termination for default upon the contractor's capability as a supplier under other contracts.

(6) The effect of a termination for default on the ability of the contractor to liquidate guaranteed loans, progress payments, or advance payments.

(7) Any other pertinent facts and circumstances.

All of these factors militate against terminating Noble's delivery orders or contracts, and there is no indication that DLA has considered these in issuing Cure Notices and Show Cause notices for a massive volume of orders with an unreasonable cure period. Noble is endeavoring to promptly complete its orders, and will work with DLA to ensure that orders are filled on a timely basis. As such, we see no legal or factual basis that would support any termination for cause.

Noble requests an opportunity to meet promptly with the appropriate DLA representatives to discuss the specific delivery orders at issue, Noble's current performance capabilities, the potential sale of some or all of its assets, and an appropriate path forward for resolving any legitimate concerns. Noble remains willing to work constructively and transparently with DLA to minimize disruption and support continued performance under the FESE contract.

Respectfully submitted,

Gary J. Campbell

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EXHIBIT C-3

NOBLE
One Marina Park Drive
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August 24, 2026

Via Electronic Mail:
John.Cuorato@dla.mil
Vincent.Catanzaro@dla.mil

John S. Cuorato, Jr., Contracting Officer
Defense Logistics Agency – Troop Support
700 Robbins Avenue
Philadelphia, PA 19111-5092

Re: Noble Response to Show Cause Notice under Contract Nos. SPE8EJ-21-D-0022 and SPE8EJ-21-D-1022

Dear Mr. Cuorato:

Noble Supply & Logistics, LLC ("Noble") submits this response to the Show Cause Notice dated August 14, 2026, regarding 286 delivery orders valued at $127,175,318 under the above-captioned Special Operational Equipment contracts ("SOE Contracts") in the attachment to the Show Cause Notice. As explained in more detail below, Noble has a demonstrated history of superior performance under the SOE contracts and, although Noble has experienced recent working capital challenges, Noble has *not* expressed a positive, definite, unconditional and unequivocal intent not to perform these contracts and delivery orders, and it is not in the Government's best interests to terminate these delivery orders for cause.

1. **Termination for cause is not warranted under the law or circumstances associated with these contracts and delivery orders.**

Noble emphasizes that a termination for cause is "a drastic sanction that should be imposed upon a contractor only for good cause and in the presence of solid evidence." *Lisbon Contractors, Inc. v. United States*, 828 F.2d 759, 765 (Fed. Cir. 1987). FAR 52.212-4 governs terminations for cause in commercial-item contracts and does not mandate that the DLA "shall" or "must" terminate the contract in the event of a default, only that the government "may" terminate it. FAR 52.212-4(m); *see also Darwin Constr. Co. v. United States*, 811 F.2d 593, 596 (Fed. Cir. 1987) (noting the government is not required to terminate on a finding of default, but merely gives the procuring agency the discretion to do so, and that discretion must be "reasonably exercised"). Moreover, an agency is cautioned to terminate a contract for cause only where such a termination would be in the Government's best interests, and to do so only after consultation with counsel. *See* FAR 12.403(b).

DLA's Show Cause Notice is not based on "solid evidence," rather, it is based on general allegation of Noble's "delinquent deliveries" As discussed below, DLA has not meaningfully engaged with Noble during the Cure Notice process. DLA Troop Support issued 10 Show Cause and Cure Notices on August 13, 2026 and August 14, 2026. These notices covered over 2,000 orders valued at approximately $400,000,000.

On August 20, 2026, Noble requested an extension on each until Friday, August 28, 2026. DLA denied each extension without stating a reason. DLA did not engage meaningfully in issuing the notices on a blanket basis, thus, given the inconsistencies and misinformation, Noble requested more time to meaningfully address. It is not reasonable to provide Noble 10 days to respond to over 2,000 orders. There are unique circumstances involved in each line item. Based on Noble's preliminary review of the attachment identifying the 286 delivery orders, there are several inconsistencies that do not support a termination for cause.

The list of 286 delivery orders contains orders that:

1. Noble shows as delivered.
2. Have been delayed by the customer, through no fault of Noble or its vendor.
3. Vendors require extra time for delivery.

Most notably, with respect to the highest dollar value order, Delivery Order No. SPE8EL26FW06X, which consists of 60 lines, has been delayed to customer requests for modifications. The impact of those changes shifted the delivery date from July 2026 to August 27, 2026. Noble requested an RDD extension from DLA, and submitted two follow up requests. However, there has been no response from DLA. Further, there are 99 lines for installation and 37 lines for training across 111 orders that are delayed due to end user scheduling.

With more time, and meaningful engagement from DLA, Noble will be able to provide specific status of all 286 orders.

Noble has a demonstrated history of superior performance under the SOE contracts. Noble's 12-month rolling on-time delivery, through January 2026, which is the last period that was measured was 85 percent, with 8007 lines delivered on time and 1415 lines delivered late. Notably, approximately 500 of those 1415 late deliveries were due to production delays that have already been shared with DLA. Courts have repeatedly found that the Government does not satisfy its burden to justify a default termination by "merely showing that the contractor was behind schedule." *McDonnell Douglas Corp. v. United States*, 323 F.3d 1006, 1015-16 (Fed. Cir. 2003); *Alutiiq Mfg. Contractors, LLC v. United States*, 143 Fed. Cl. 689, 699 (2019) ("Even if the Court were to agree with the government's assertion that [the Contractor] was incurably behind schedule, that is not enough to satisfy the requirements of a termination for default."). Given the delays in deliveries for a number of orders were beyond Noble's control, a termination for cause under these circumstances would be an abuse of discretion, especially given Noble's assurances and unequivocal intent to complete its orders.

2. Noble should be provided the opportunity to give adequate assurances that it will deliver.

Though not noted in the Show Cause Notice, Noble believes that DLA's motivation in issuing 10 Show Cause and Cure Notices was due to DLA's concern that Noble issued WARN Act notices and its mistaken belief that Noble "is currently unable to secure financing necessary to place orders with the original equipment manufacturers (OEMs) due to ongoing fiscal constraints." Therefore, Noble wants to address those concerns in this response.

Noble issued legally-required Worker Adjustment and Retraining Notification Act ("WARN Act") notices to its employees, this does not mean Noble is winding down its operations, and cannot serve as the basis for a default termination. On August 11, 2026, the undersigned informed DLA's General Counsel's

Office that Noble had issued WARN notices to employees. Noble issued those notices on August 10, 2026. The WARN Act requires employers to provide written notice at least 60 calendar days in advance of mass layoffs and is required when a business with 100 or more full-time workers is laying off at least 50 people at a single site of employment or employs 100 or more workers who work at least a combined 4,000 hours per week. Compliance with this statutorily mandated action does not mean that Noble will definitively lay off all of its employees. Nor did Noble notify DLA, or anyone else, that it would imminently wind down its business operations or that the WARN Act notice means that it will. *See HBS National Corporation v. General Services Administration*, GSBCA No. 14302, July 31, 1998, 98-2 BCA ¶29,935 (holding the government's default termination was not justified on the basis of a WARN Act letter where the contractor did not express a positive, definite, unconditional and unequivocal intent not to perform).

The current situation leading to the WARN notices was triggered, in part, because Noble's credit facility with JP Morgan matured on July 31, 2026. As Contracting Officers Ms. Lauren Vendetti and Mr. Eric Milanowicz were informed on August 12, 2026, respectively, that Noble was experiencing a transition with our credit facility with JP Morgan. Noble entered into a Forbearance Agreement with JP Morgan on July 31, 2026, to bridge the transition period and to allow Noble to obtain new working capital financing. Because this Forbearance Agreement expires on September 30, 2026, Noble's Board of Managers believed it was prudent to issue the WARN Act notices in case Noble does not obtain this financing, among other considerations, and because more than 30 employees will be affected by the cessation of the FSG 53 program regardless of the additional financing. In short, the inaccurate rumors from third parties and the issuance of those notices should not be construed as an announcement that Noble is imminently ceasing business operations and any termination based on such inaccurate information would constitute an abuse of discretion.

Noble has been actively engaging with its existing lenders, JP Morgan and Blue Torch Capital LP, in an effort to enhance its working capital. Noble has also expanded its efforts to explore strategic alternatives, including third-party financing and potential sale transactions. Several parties have expressed interest in acquiring or financing some or all of the business, including one Indication of Interest (IOI) received on August 11, 2026, and Noble is actively evaluating those opportunities. The fact that Noble has experienced working capital challenges does not, standing alone, establish that Noble is unable or unwilling to perform the delivery orders identified in the Show Cause Notice.

Importantly, one of the options being evaluated by Noble is the sale of some or substantially all of its assets, including the SOE contract. Any such sale would be done in consultation with DLA and in compliance with FAR Part 42 and applicable law. As stated above, Noble has an IOI from a prospective buyer, which would include purchase of the SOE contract. This prospective buyer is a currently active, responsible small business government contractor who would have the capability and capacity to assume the SOE Contracts and the outstanding delivery orders. We expect another IOI this week involving the SOE Contracts from another eligible contractor, and there are other parties performing diligence on the SOE Contracts. Terminating these orders under the SOE contract before determining whether there is a contractor – whether it is Noble or a third party – with the capability and capacity to perform is not in the Government's best interest.

3. DLA has failed to meaningfully engage with Noble regarding performance issues.

Every contract includes an implied duty of good faith and fair dealing. That duty requires each party to refrain from interfering with the other party's performance or acting in a manner that destroys the other

party's reasonable expectations regarding the benefits of the contract. *Bell/Heery v. United States*, 739 F.3d 1324, 1334–35 (Fed. Cir. 2014); *Centex Corp. v. United States*, 395 F.3d 1283, 1304 (Fed. Cir. 2005); *Dobyns v. United States*, 915 F.3d 733, 739 (Fed. Cir. 2019); *Metcalf Construction Co. v. United States*, 742 F.3d 984, 990 (Fed. Cir. 2014).

Noble believes that DLA's handling of the current circumstances raises significant concerns under this implied duty.

A. DLA has declined Noble's repeated requests to engage.

Noble has repeatedly sought to establish an open line of communication with DLA, but DLA has declined these requests, citing "sensitive contract information" and the potential for pending litigation. Noble does not understand why those concerns prevented DLA from engaging with Noble regarding non-competition, non-litigation issues directly affecting contract performance, such as Noble's financial situation.

Instead of engaging with Noble when these issues were first raised, DLA has continued to decline substantive discussions and has subsequently issued cure notices and show cause notices based on inaccurate information and third-party representations.

B. DLA has failed to respond meaningfully to Noble's requests for delivery date extensions.

Noble has also submitted requests for extensions of required delivery dates (RDDs) when circumstances outside Noble's control affected its ability to meet the existing delivery schedule.

Historically, Noble understands that DLA's practice has been to consider and grant extensions where appropriate, particularly where the delay was not attributable to the prime contractor. Over the past several months, however, Noble's extension requests unrelated to its financial situation have been categorically denied or have not received meaningful responses regardless of the underlying circumstances. We do not know if this is a change in DLA policy or unequal treat among the TLS prime contractors.

4. Conclusion

A decision on whether to terminate for cause "presupposes an active and reasoned consideration of available and sometimes contradictory information. Various factors must be evaluated and the totality of circumstances weighed by the Contracting Officer in arriving at a decision which has the most serious consequences for a contractor." *JAMCO Constructors, Inc.*, VABCA 3271, 94-1 BCA ¶ 26,405, at 131,361 (citing *Executive Elevator Service*, VABCA 2152, 87-2 BCA ¶ 19,849, at 100,438). The provisions in FAR Part 49 remain relevant guidance that should not be ignored by DLA here. In this regard, FAR 49.402-3(f) contemplates an exhaustive multi-factor analysis, including consideration of:

(1) The terms of the contract and applicable laws and regulations.

(2) The specific failure of the contractor and the excuses for the failure.

(3) The availability of the supplies or services from other sources.

(4) The urgency of the need for the supplies or services and the period of time required to obtain them from other sources, as compared with the time delivery could be obtained from the delinquent contractor.

(5) The degree of essentiality of the contractor in the Government acquisition program and the effect of a termination for default upon the contractor's capability as a supplier under other contracts.

(6) The effect of a termination for default on the ability of the contractor to liquidate guaranteed loans, progress payments, or advance payments.

(7) Any other pertinent facts and circumstances.

All of these factors militate against terminating Noble's delivery orders or contracts, and there is no indication that DLA has considered these in issuing Cure Notices and Show Cause notices for a massive volume of orders with an unreasonable cure period. Noble is endeavoring to promptly complete its orders, and will work with DLA to ensure that orders are filled on a timely basis. As such, we see no legal or factual basis that would support any termination for cause.

Noble requests an opportunity to meet promptly with the appropriate DLA representatives to discuss the specific delivery orders at issue, Noble's current performance capabilities, the potential sale of some of its assets, and an appropriate path forward for resolving any legitimate concerns. Noble remains willing to work constructively and transparently with DLA to minimize disruption and support continued performance under the SOE contracts.

Respectfully submitted,

Gary J. Campbell

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EXHIBIT C-4

NOBLE
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August 24, 2026

Via Electronic Mail:
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Vincent.Catanzaro@dla.mil

John S. Cuorato, Jr., Contracting Officer
Defense Logistics Agency – Troop Support
700 Robbins Avenue
Philadelphia, PA 19111-5092

Re: Noble Response to Cure Notice under Contract Nos. SPE8EJ-21-D-0022 and SPE8EJ-21-D-1022

Dear Mr. Cuorato:

Noble Supply & Logistics, LLC ("Noble") submits this response to the Cure Notice dated August 14, 2026, regarding the delivery orders under the above-captioned Special Operational Equipment contracts ("SOE Contracts") identified in the attachment to the Cure Notice. As explained in more detail below, Noble has a demonstrated history of superior performance under the SOE contracts and, although Noble has experienced recent working capital challenges, Noble has *not* expressed a positive, definite, unconditional and unequivocal intent not to perform these contracts and delivery orders. Furthermore, in light of incorrect information cited in the Cure Notice, as well as Noble's assurances of future performance, termination for cause is not warranted under the law or circumstances associated with these contracts and delivery orders.

1. The Cure Notice relies on inaccurate information and termination for cause is not appropriate

Noble emphasizes that a termination for cause is "a drastic sanction that should be imposed upon a contractor only for good cause and in the presence of solid evidence." *Lisbon Contractors, Inc. v. United States*, 828 F.2d 759, 765 (Fed. Cir. 1987). FAR 52.212-4 governs terminations for cause in commercial-item contracts and does not mandate that the DLA "shall" or "must" terminate the contract in the event of a default, only that the government "may" terminate it. FAR 52.212-4(m); *see also Darwin Constr. Co. v. United States*, 811 F.2d 593, 596 (Fed. Cir. 1987) (noting the government is not required to terminate on a finding of default, but merely gives the procuring agency the discretion to do so, and that discretion must be "reasonably exercised"). Moreover, an agency is cautioned to terminate a contract for cause only where such a termination would be in the Government's best interests, and to do so only after consultation with counsel. *See* FAR 12.403(b).

DLA's Cure Notice is not based on "solid evidence," rather, it is based on general allegation of Noble's "failure to secure and ship material" for 1,081 orders even though these orders are not yet delinquent under the delivery date. In support of this allegation, DLA states that it has received numerous notifications from subcontractors and customers, "in addition to one notification from Noble itself," indicating that Noble

will imminently wind down its business operations. First, any notification from a customer or subcontract that Noble is winding down its business operations is a rumor. Further, the assertion that Noble itself notified DLA that it would imminently wind down its business operations is simply not true. Accordingly, and to the extent that DLA is relying on materially inaccurate information from third parties on the status of Noble's business operations, any termination decision would be an abuse of discretion. *See CJP Contractors, Inc. v. United States*, 45 Fed. Cl. 343, 371 (1999) (finding reliance on "materially erroneous information" cannot be a reasonable exercise of discretion when considering termination) (quoting *L&H Constr. Co.*, ASBCA No. 43833, 97-1 BCA ¶ 28,766).

Second, to the extent that any decision to issue the Cure Notice is based on Noble issuing legally-required Worker Adjustment and Retraining Notification Act ("WARN Act") notices to its employees, this does not mean Noble is winding down its operations, and this too cannot serve as the basis for a default termination. On August 11, 2026, the undersigned informed DLA's General Counsel's Office that Noble had issued WARN notices to employees. Noble issued those notices on August 10, 2026. The WARN Act requires employers to provide written notice at least 60 calendar days in advance of mass layoffs and is required when a business with 100 or more full-time workers is laying off at least 50 people at a single site of employment or employs 100 or more workers who work at least a combined 4,000 hours per week. Compliance with this statutorily mandated action does not mean that Noble will definitively lay off all of its employees. Nor did Noble notify DLA, or anyone else, that it would imminently wind down its business operations or that the WARN Act notice means that it will. *See HBS National Corporation v. General Services Administration*, GSBCA No. 14302, July 31, 1998, 98-2 BCA ¶29,935 (holding the government's default termination was not justified on the basis of a WARN Act letter where the contractor did not express a positive, definite, unconditional and unequivocal intent not to perform).

The current situation leading to the WARN notices was triggered, in part, because Noble's credit facility with JP Morgan matured on July 31, 2026. As Contracting Officers Ms. Lauren Vendetti and Mr. Eric Milanowicz were informed on August 3, 2026 and August 12, 2026, respectively, that Noble was experiencing a transition with our credit facility with JP Morgan. Noble entered into a Forbearance Agreement with JP Morgan on July 31, 2026, to bridge the transition period and to allow Noble to obtain new working capital financing. Because this Forbearance Agreement expires on September 30, 2026, Noble's Board of Managers believed it was prudent to issue the WARN Act notices in case Noble does not obtain this financing, among other considerations, and because more than 30 employees will be affected by the cessation of the FSG 53 program regardless of the additional financing. In short, the inaccurate rumors from third parties and the issuance of those notices should not be construed as an announcement that Noble is imminently ceasing business operations and any termination based on such inaccurate information would constitute an abuse of discretion.

2. Noble should be provided the opportunity to give adequate assurances that it will deliver

DLA also states that Noble has indicated that it "is currently unable to secure financing necessary to place orders with the original equipment manufacturers (OEMs) due to ongoing fiscal constraints." That statement, as a blanket characterization of Noble's operations, is also inaccurate.

Noble has been actively engaging with its existing lenders, JP Morgan and Blue Torch Capital LP, in an effort to enhance its working capital. Noble has also expanded its efforts to explore strategic alternatives, including third-party financing and potential sale transactions. Several parties have expressed interest in acquiring or financing some or all of the business, including one Indication of Interest (IOI) received on

August 11, 2026, and Noble is actively evaluating those opportunities. The fact that Noble has experienced working capital challenges does not, standing alone, establish that Noble is unable or unwilling to perform the delivery orders identified in the Cure Notice.

Importantly, one of the options being evaluated by Noble is the sale of some or all of its assets, including the SOE contract. Any such sale would be done in consultation with DLA and in compliance with FAR Part 42 and applicable law. As stated above, Noble has an IOI from a prospective buyer, which would include purchase of the SOE contract. This prospective buyer is a currently active, responsible small business government contractor who would have the capability and capacity to assume the SOE Contracts and the outstanding delivery orders. We expect another IOI this week involving the SOE Contracts from another eligible contractor, and there are other parties performing diligence on the SOE Contracts. Terminating these orders under the SOE contract before determining whether there is a contractor – whether it is Noble or a third party – with the capability and capacity to perform is not in the Government's best interest.

With respect to the Cure Notice allegation that Noble "is currently unable to secure financing necessary to place orders with the original equipment manufacturers (OEMs) due to ongoing fiscal constraints," there have been instances in which vendors have required prepayment for long-lead items that Noble was not then in a position to provide, but those isolated circumstances do not establish an intent not to perform the existing delivery orders or establish that Noble is unable to continue meeting its contractual obligations. Indeed, Noble has a demonstrated history of superior performance under the SOE contracts. Noble's 12-month rolling on-time delivery, through January 2026, which is the last period that was measured was 85 percent, with 8007 lines delivered on time and 1415 lines delivered late. Notably, approximately 500 of those 1415 late deliveries were due to production delays that have already been shared with DLA. Courts have repeatedly found that the Government does not satisfy its burden to justify a default termination by "merely showing that the contractor was behind schedule." *McDonnell Douglas Corp. v. United States*, 323 F.3d 1006, 1015-16 (Fed. Cir. 2003); *Alutiiq Mfg. Contractors, LLC v. United States*, 143 Fed. Cl. 689, 699 (2019) ("Even if the Court were to agree with the government's assertion that [the Contractor] was incurably behind schedule, that is not enough to satisfy the requirements of a termination for default."). Given the above, a termination for cause under these circumstances would be an abuse of discretion, especially given Noble's assurances and unequivocal intent to complete its orders.

3. **Noble's delays in payments to vendors are caused by the FSG 53 Program, and do not otherwise speak to Noble's performance.**

With respect to the FSG 53 program, as DLA has been aware for several months, the working capital challenges Noble has experienced, resulted, in large part, from DLA Weapons Support's cessation of the FSG 53 program, under which Noble has approximately $80 million in inventory exposure. DLA discontinued the program after three years rather than the original intent to continue for a ten-year period. Noble relied on this ten-year program runway when buying inventory based on DLA's demand data. DLA further burdened Noble's working capital by issuing a unilateral modification to buy back limited inventory with approximately three months' notice rather than the contractually required 24 months' notice. These circumstances have been the primary driver of Noble's current working capital challenges and, unfortunately, to delays in payments to certain subcontractors and vendors. Outside of the challenges posed by the FSG 53 contract, which Noble is seeking to address through financing alternatives and a certified claim to be submitted to DLA Weapons Support, Noble has demonstrated superior performance under the SOE Contracts.

4. DLA has failed to meaningfully engage with Noble regarding performance issues.

Every contract includes an implied duty of good faith and fair dealing. That duty requires each party to refrain from interfering with the other party's performance or acting in a manner that destroys the other party's reasonable expectations regarding the benefits of the contract. *Bell/Heery v. United States*, 739 F.3d 1324, 1334–35 (Fed. Cir. 2014); *Centex Corp. v. United States*, 395 F.3d 1283, 1304 (Fed. Cir. 2005); *Dobyns v. United States*, 915 F.3d 733, 739 (Fed. Cir. 2019); *Metcalf Construction Co. v. United States*, 742 F.3d 984, 990 (Fed. Cir. 2014).

DLA's handling of the current circumstances raises significant concerns under this implied duty.

A. DLA has declined Noble's repeated requests to engage.

Noble has repeatedly sought to establish an open line of communication with DLA, but DLA has declined these requests, citing "sensitive contract information" and the potential for pending litigation. Noble does not understand why those concerns prevented DLA from engaging with Noble regarding non-competition, non-litigation issues directly affecting contract performance, such as Noble's financial situation.

Instead of engaging with Noble when these issues were first raised, DLA has continued to decline substantive discussions and has subsequently issued cure notices and show cause notices based on inaccurate information and third-party representations.

B. DLA has failed to respond meaningfully to Noble's requests for delivery date extensions.

Noble has also submitted requests for extensions of required delivery dates (RDDs) when circumstances outside Noble's control affected its ability to meet the existing delivery schedule.

Historically, Noble understands that DLA's practice has been to consider and grant extensions where appropriate, particularly where the delay was not attributable to the prime contractor. Over the past several months, however, Noble's extension requests unrelated to its financial situation have been categorically denied or have not received meaningful responses regardless of the underlying circumstances. We do not know if this is a change in DLA policy or unequal treat among the TLS prime contractors.

C. The Cure Notice process itself contains apparent inconsistencies.

DLA has not meaningfully engaged with Noble during the Cure Notice process. The Cure Notice states "[t]he attached delivery orders were awarded between March 9, 2022 and July 8, 2026. The Government requires shipments in accordance with each delivery order. Therefore, to have delivery within the required delivery schedules, deliveries are required between July 27, 2022 and August 10, 2026." However, based on Noble's review of the attachment identifying the 1,081 delivery orders, only two orders had required delivery dates before August 12, 2026. Such a discrepancy does not provide Noble adequate information to respond.

This discrepancy further underscores the need for DLA and Noble to engage directly regarding the specific delivery orders, Noble's ability to perform them, and the appropriate path forward rather than relying upon generalized assumptions concerning Noble's financial condition.

D. DLA did not act in good faith in issuing 10 Cure/Show Cause Notices with the same due date.

DLA Troop Support issued 10 Show Cause and Cure Notices on August 13, 2026 and August 14, 2026. These notices covered over 2,000 orders valued at approximately $400,000,000. On August 20, 2026, Noble requested an extension on each until Friday, August 28, 2026. As with the RDD extension requests, DLA denied each extension without stating a reason. DLA did not engage meaningfully in issuing the notices on a blanket basis, thus, given the inconsistencies and misinformation, Noble requested more time to meaningfully address. It is not reasonable to provide Noble 10 days to respond to over 2000 orders. There are unique circumstances involved in each line item. For instance, Noble has issued prepayments for certain orders, others in Noble's warehouses pending shipment, there are frustrated shipments, and even some that have already been delivered by not yet invoiced. None of these are impacted by Noble's financial situation.

5. Conclusion

A decision on whether to terminate for cause "presupposes an active and reasoned consideration of available and sometimes contradictory information. Various factors must be evaluated and the totality of circumstances weighed by the Contracting Officer in arriving at a decision which has the most serious consequences for a contractor." *JAMCO Constructors, Inc.*, VABCA 3271, 94-1 BCA ¶ 26,405, at 131,361 (citing *Executive Elevator Service*, VABCA 2152, 87-2 BCA ¶ 19,849, at 100,438). The provisions in FAR Part 49 remain relevant guidance that should not be ignored by DLA here. In this regard, FAR 49.402-3(f) contemplates an exhaustive multi-factor analysis, including consideration of:

(1) The terms of the contract and applicable laws and regulations.

(2) The specific failure of the contractor and the excuses for the failure.

(3) The availability of the supplies or services from other sources.

(4) The urgency of the need for the supplies or services and the period of time required to obtain them from other sources, as compared with the time delivery could be obtained from the delinquent contractor.

(5) The degree of essentiality of the contractor in the Government acquisition program and the effect of a termination for default upon the contractor's capability as a supplier under other contracts.

(6) The effect of a termination for default on the ability of the contractor to liquidate guaranteed loans, progress payments, or advance payments.

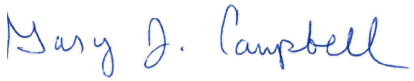
(7) Any other pertinent facts and circumstances.

All of these factors militate against terminating Noble's delivery orders or contracts, and there is no indication that DLA has considered these in issuing Cure Notices and Show Cause notices for a massive volume of orders with an unreasonable cure period. Noble is endeavoring to promptly complete its orders, and will work with DLA to ensure that orders are filled on a timely basis. As such, we see no legal or factual basis that would support any termination for cause.

Noble requests an opportunity to meet promptly with the appropriate DLA representatives to discuss the specific delivery orders at issue, Noble's current performance capabilities, the potential sale of some or

all of its assets, and an appropriate path forward for resolving any legitimate concerns. Noble remains willing to work constructively and transparently with DLA to minimize disruption and support continued performance under the SOE contracts.

Respectfully submitted,



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EXHIBIT C-5

NOBLE
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August 24, 2026

Via Electronic Mail:
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Vincent.Catanzaro@dla.mil

John S. Cuorato, Jr., Contracting Officer
Defense Logistics Agency – Troop Support
700 Robbins Avenue
Philadelphia, PA 19111-5092

Re: Noble Response to Cure Notice under Contract Nos. SPE8EJ-21-D-0036 and SPE8EJ-21-D-0037

Dear Mr. Cuorato:

Noble Supply & Logistics, LLC ("Noble") submits this response to the Cure Notice dated August 13, 2026, regarding the delivery orders under the above-captioned Special Operational Equipment NSN contracts ("SOE Contracts") identified in the attachment to the Cure Notice. As explained in more detail below, Noble has a demonstrated history of superior performance under the SOE contracts and, although Noble has experienced recent working capital challenges, Noble has *not* expressed a positive, definite, unconditional and unequivocal intent not to perform these contracts and delivery orders. Furthermore, in light of incorrect information cited in the Cure Notice, as well as Noble's assurances of future performance, termination for cause is not warranted under the law or circumstances associated with these contracts and delivery orders.

1. The Cure Notice relies on inaccurate information and termination for cause is not appropriate

Noble emphasizes that a termination for cause is "a drastic sanction that should be imposed upon a contractor only for good cause and in the presence of solid evidence." *Lisbon Contractors, Inc. v. United States*, 828 F.2d 759, 765 (Fed. Cir. 1987). FAR 52.212-4 governs terminations for cause in commercial-item contracts and does not mandate that the DLA "shall" or "must" terminate the contract in the event of a default, only that the government "may" terminate it. FAR 52.212-4(m); *see also Darwin Constr. Co. v. United States*, 811 F.2d 593, 596 (Fed. Cir. 1987) (noting the government is not required to terminate on a finding of default, but merely gives the procuring agency the discretion to do so, and that discretion must be "reasonably exercised"). Moreover, an agency is cautioned to terminate a contract for cause only where such a termination would be in the Government's best interests, and to do so only after consultation with counsel. *See* FAR 12.403(b).

DLA's Cure Notice is not based on "solid evidence," rather, it is based on a general allegation of Noble's "failure to secure and ship material" for 611 orders even though these orders are not yet delinquent under the delivery date. In support of this allegation, DLA states that it has received numerous notifications

from subcontractors and customers, "in addition to one notification from Noble itself," indicating that Noble will imminently wind down its business operations. First, any notification from a customer or subcontract that Noble is winding down its business operations is a rumor. Further, the assertion that Noble itself notified DLA that it would imminently wind down its business operations is simply not true. Accordingly, and to the extent that DLA is relying on materially inaccurate information from third parties on the status of Noble's business operations, any termination decision would be an abuse of discretion. *See CJP Contractors, Inc. v. United States*, 45 Fed. Cl. 343, 371 (1999) (finding reliance on "materially erroneous information" cannot be a reasonable exercise of discretion when considering termination) (quoting *L&H Constr. Co.*, ASBCA No. 43833, 97-1 BCA ¶ 28,766).

Second, to the extent that any decision to issue the Cure Notice is based on Noble issuing legally-required Worker Adjustment and Retraining Notification Act ("WARN Act") notices to its employees, this does not mean Noble is winding down its operations, and this too cannot serve as the basis for a default termination. On August 11, 2026, the undersigned informed DLA's General Counsel's Office that Noble had issued WARN notices to employees. Noble issued those notices on August 10, 2026. The WARN Act requires employers to provide written notice at least 60 calendar days in advance of mass layoffs and is required when a business with 100 or more full-time workers is laying off at least 50 people at a single site of employment or employs 100 or more workers who work at least a combined 4,000 hours per week. Compliance with this statutorily mandated action does not mean that Noble will definitively lay off all of its employees. Nor did Noble notify DLA, or anyone else, that it would imminently wind down its business operations or that the WARN Act notice means that it will. *See HBS National Corporation v. General Services Administration*, GSBCA No. 14302, July 31, 1998, 98-2 BCA ¶29,935 (holding the government's default termination was not justified on the basis of a WARN Act letter where the contractor did not express a positive, definite, unconditional and unequivocal intent not to perform).

The current situation leading to the WARN notices was triggered, in part, because Noble's credit facility with JP Morgan matured on July 31, 2026. As Contracting Officers Ms. Lauren Vendetti and Mr. Eric Milanowicz were informed on August 3, 2026 and August 12, 2026, respectively, that Noble was experiencing a transition with our credit facility with JP Morgan. Noble entered into a Forbearance Agreement with JP Morgan on July 31, 2026, to bridge the transition period and to allow Noble to obtain new working capital financing. Because this Forbearance Agreement expires on September 30, 2026, Noble's Board of Managers believed it was prudent to issue the WARN Act notices in case Noble does not obtain this financing, among other considerations, and because more than 30 employees will be affected by the cessation of the FSG 53 program regardless of the additional financing. In short, the inaccurate rumors from third parties and the issuance of those notices should not be construed as an announcement that Noble is imminently ceasing business operations and any termination based on such inaccurate information would constitute an abuse of discretion.

2. Noble should be provided the opportunity to give adequate assurances that it will deliver

DLA also states that Noble has indicated that it "is currently unable to secure financing necessary to place orders with the original equipment manufacturers (OEMs) due to ongoing fiscal constraints." That statement, as a blanket characterization of Noble's operations, is also inaccurate.

Noble has been actively engaging with its existing lenders, JP Morgan and Blue Torch Capital LP, in an effort to enhance its working capital. Noble has also expanded its efforts to explore strategic alternatives, including third-party financing and potential sale transactions. Several parties have expressed interest in

acquiring or financing some or all of the business, including one Indication of Interest (IOI) received on August 11, 2026, and Noble is actively evaluating those opportunities. The fact that Noble has experienced working capital challenges does not, standing alone, establish that Noble is unable or unwilling to perform the delivery orders identified in the Cure Notice.

Importantly, one of the options being evaluated by Noble is the sale of some or all of its assets, including the SOE contracts. Any such sale would be done in consultation with DLA and in compliance with FAR Part 42 and applicable law. As stated above, Noble has an IOI from a prospective buyer, which would include purchase of the SOE contracts. This prospective buyer is a currently active, responsible small business government contractor who would have the capability and capacity to assume the SOE Contracts and the outstanding delivery orders. We expect another IOI this week involving the SOE Contracts from another eligible contractor, and there are other parties performing diligence on the SOE Contracts. Terminating these orders under the SOE contracts before determining whether there is a contractor – whether it is Noble or a third party – with the capability and capacity to perform is not in the Government's best interest.

With respect to the Cure Notice allegation that Noble "is currently unable to secure financing necessary to place orders with the original equipment manufacturers (OEMs) due to ongoing fiscal constraints," there have been instances in which vendors have required prepayment for long-lead items that Noble was not then in a position to provide, but those isolated circumstances do not establish an intent not to perform the existing delivery orders or establish that Noble is unable to continue meeting its contractual obligations. Indeed, Noble has a demonstrated history of superior performance under the SOE contracts. Noble's 12-month rolling on-time delivery, through January 2026, which is the last period that was measured was 85 percent, with 8007 lines delivered on time and 1415 lines delivered late. Notably, approximately 500 of those 1415 late deliveries were due to production delays that have already been shared with DLA. Courts have repeatedly found that the Government does not satisfy its burden to justify a default termination by "merely showing that the contractor was behind schedule." *McDonnell Douglas Corp. v. United States*, 323 F.3d 1006, 1015-16 (Fed. Cir. 2003); *Alutiiq Mfg. Contractors, LLC v. United States*, 143 Fed. Cl. 689, 699 (2019) ("Even if the Court were to agree with the government's assertion that [the Contractor] was incurably behind schedule, that is not enough to satisfy the requirements of a termination for default."). Given the above, a termination for cause under these circumstances would be an abuse of discretion, especially given Noble's assurances and unequivocal intent to complete its orders.

3. **Noble's delays in payments to vendors are caused by the FSG 53 Program, and do not otherwise speak to Noble's performance.**

With respect to the FSG 53 program, as DLA has been aware for several months, the working capital challenges Noble has experienced, resulted, in large part, from DLA Weapons Support's cessation of the FSG 53 program, under which Noble has approximately $80 million in inventory exposure. DLA discontinued the program after three years rather than the original intent to continue for a ten-year period. Noble relied on this ten-year program runway when buying inventory based on DLA's demand data. DLA further burdened Noble's working capital by issuing a unilateral modification to buy back limited inventory with approximately three months' notice rather than the contractually required 24 months' notice. These circumstances have been the primary driver of Noble's current working capital challenges and, unfortunately, to delays in payments to certain subcontractors and vendors. Outside of the challenges posed by the FSG 53 contract, which Noble is seeking to address through financing alternatives and a certified

claim to be submitted to DLA Weapons Support, Noble has demonstrated superior performance under the SOE Contracts.

4. DLA has failed to meaningfully engage with Noble regarding performance issues.

Every contract includes an implied duty of good faith and fair dealing. That duty requires each party to refrain from interfering with the other party's performance or acting in a manner that destroys the other party's reasonable expectations regarding the benefits of the contract. *Bell/Heery v. United States*, 739 F.3d 1324, 1334–35 (Fed. Cir. 2014); *Centex Corp. v. United States*, 395 F.3d 1283, 1304 (Fed. Cir. 2005); *Dobyns v. United States*, 915 F.3d 733, 739 (Fed. Cir. 2019); *Metcalf Construction Co. v. United States*, 742 F.3d 984, 990 (Fed. Cir. 2014).

DLA's handling of the current circumstances raises significant concerns under this implied duty.

A. DLA has declined Noble's repeated requests to engage.

Noble has repeatedly sought to establish an open line of communication with DLA, but DLA has declined these requests, citing "sensitive contract information" and the potential for pending litigation. Noble does not understand why those concerns prevented DLA from engaging with Noble regarding non-competition, non-litigation issues directly affecting contract performance, such as Noble's financial situation.

Instead of engaging with Noble when these issues were first raised, DLA has continued to decline substantive discussions and has subsequently issued cure notices and show cause notices based on inaccurate information and third-party representations.

B. DLA has failed to respond meaningfully to Noble's requests for delivery date extensions.

Noble has also submitted requests for extensions of required delivery dates (RDDs) when circumstances outside Noble's control affected its ability to meet the existing delivery schedule.

Historically, Noble understands that DLA's practice has been to consider and grant extensions where appropriate, particularly where the delay was not attributable to the prime contractor. Over the past several months, however, Noble's extension requests unrelated to its financial situation have been categorically denied or have not received meaningful responses regardless of the underlying circumstances. We do not know if this is a change in DLA policy or unequal treat among the TLS prime contractors.

C. DLA did not act in good faith in issuing 10 Cure/Show Cause Notices with the same due date.

DLA Troop Support issued 10 Show Cause and Cure Notices on August 13, 2026 and August 14, 2026. These notices covered over 2,000 orders valued at approximately $400,000,000. On August 20, 2026, Noble requested an extension on each until Friday, August 28, 2026. As with the RDD extension requests, DLA denied each extension without stating a reason. DLA did not engage meaningfully in issuing the notices on a blanket basis, thus, given the inconsistencies and misinformation, Noble requested more time to meaningfully address. It is not reasonable to provide Noble 10 days to respond to over 2,000 orders. There are unique circumstances involved in each line item. For instance, Noble has issued prepayments for certain orders, others in Noble's warehouses pending shipment, there are frustrated shipments, and even some that have already been delivered by not yet invoiced. None of these are impacted by Noble's financial situation.

This further underscores the need for DLA and Noble to engage directly regarding the specific delivery orders, Noble's ability to perform them, and the appropriate path forward rather than relying upon generalized assumptions concerning Noble's financial condition.

5. Conclusion

A decision on whether to terminate for cause "presupposes an active and reasoned consideration of available and sometimes contradictory information. Various factors must be evaluated and the totality of circumstances weighed by the Contracting Officer in arriving at a decision which has the most serious consequences for a contractor." *JAMCO Constructors, Inc.*, VABCA 3271, 94-1 BCA ¶ 26,405, at 131,361 (citing *Executive Elevator Service*, VABCA 2152, 87-2 BCA ¶ 19,849, at 100,438). The provisions in FAR Part 49 remain relevant guidance that should not be ignored by DLA here. In this regard, FAR 49.402-3(f) contemplates an exhaustive multi-factor analysis, including consideration of:

(1) The terms of the contract and applicable laws and regulations.

(2) The specific failure of the contractor and the excuses for the failure.

(3) The availability of the supplies or services from other sources.

(4) The urgency of the need for the supplies or services and the period of time required to obtain them from other sources, as compared with the time delivery could be obtained from the delinquent contractor.

(5) The degree of essentiality of the contractor in the Government acquisition program and the effect of a termination for default upon the contractor's capability as a supplier under other contracts.

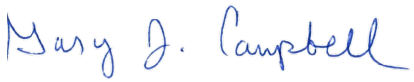
(6) The effect of a termination for default on the ability of the contractor to liquidate guaranteed loans, progress payments, or advance payments.

(7) Any other pertinent facts and circumstances.

All of these factors militate against terminating Noble's delivery orders or contracts, and there is no indication that DLA has considered these in issuing Cure Notices and Show Cause notices for a massive volume of orders with an unreasonable cure period. Noble is endeavoring to promptly complete its orders, and will work with DLA to ensure that orders are filled on a timely basis. As such, we see no legal or factual basis that would support any termination for cause.

Noble requests an opportunity to meet promptly with the appropriate DLA representatives to discuss the specific delivery orders at issue, Noble's current performance capabilities, the potential sale of some or all of its assets, and an appropriate path forward for resolving any legitimate concerns. Noble remains willing to work constructively and transparently with DLA to minimize disruption and support continued performance under the SOE contracts.

Respectfully submitted,



Gary Campbell
Chief Legal Officer
617.699.5530
gcampbell@noble.com

EXHIBIT C-6

NOBLE
One Marina Park Drive
Suite 220
Boston, MA 02210

August 24, 2026

Via Electronic Mail:
John.Cuorato@dla.mil
Vincent.Catanzaro@dla.mil

John S. Cuorato, Jr., Contracting Officer
Defense Logistics Agency – Troop Support
700 Robbins Avenue
Philadelphia, PA 19111-5092

Re: Noble Response to Cure Notice under Contract Nos. SPE8EJ-21-D-0036 and SPE8EJ-21-D-0037

Dear Mr. Cuorato:

Noble Supply & Logistics, LLC ("Noble") submits this response to the Cure Notice dated August 13, 2026, regarding the delivery orders under the above-captioned Special Operational Equipment NSN contracts ("SOE Contracts") identified in the attachment to the Cure Notice. As explained in more detail below, Noble has a demonstrated history of superior performance under the SOE contracts and, although Noble has experienced recent working capital challenges, Noble has *not* expressed a positive, definite, unconditional and unequivocal intent not to perform these contracts and delivery orders. Furthermore, in light of incorrect information cited in the Cure Notice, as well as Noble's assurances of future performance, termination for cause is not warranted under the law or circumstances associated with these contracts and delivery orders.

1. The Cure Notice relies on inaccurate information and termination for cause is not appropriate

Noble emphasizes that a termination for cause is "a drastic sanction that should be imposed upon a contractor only for good cause and in the presence of solid evidence." *Lisbon Contractors, Inc. v. United States*, 828 F.2d 759, 765 (Fed. Cir. 1987). FAR 52.212-4 governs terminations for cause in commercial-item contracts and does not mandate that the DLA "shall" or "must" terminate the contract in the event of a default, only that the government "may" terminate it. FAR 52.212-4(m); *see also Darwin Constr. Co. v. United States*, 811 F.2d 593, 596 (Fed. Cir. 1987) (noting the government is not required to terminate on a finding of default, but merely gives the procuring agency the discretion to do so, and that discretion must be "reasonably exercised"). Moreover, an agency is cautioned to terminate a contract for cause only where such a termination would be in the Government's best interests, and to do so only after consultation with counsel. *See* FAR 12.403(b).

DLA's Cure Notice is not based on "solid evidence," rather, it is based on a general allegation of Noble's "failure to secure and ship material" for 611 orders even though these orders are not yet delinquent under the delivery date. In support of this allegation, DLA states that it has received numerous notifications

from subcontractors and customers, "in addition to one notification from Noble itself," indicating that Noble will imminently wind down its business operations. First, any notification from a customer or subcontract that Noble is winding down its business operations is a rumor. Further, the assertion that Noble itself notified DLA that it would imminently wind down its business operations is simply not true. Accordingly, and to the extent that DLA is relying on materially inaccurate information from third parties on the status of Noble's business operations, any termination decision would be an abuse of discretion. *See CJP Contractors, Inc. v. United States*, 45 Fed. Cl. 343, 371 (1999) (finding reliance on "materially erroneous information" cannot be a reasonable exercise of discretion when considering termination) (quoting *L&H Constr. Co.*, ASBCA No. 43833, 97-1 BCA ¶ 28,766).

Second, to the extent that any decision to issue the Cure Notice is based on Noble issuing legally-required Worker Adjustment and Retraining Notification Act ("WARN Act") notices to its employees, this does not mean Noble is winding down its operations, and this too cannot serve as the basis for a default termination. On August 11, 2026, the undersigned informed DLA's General Counsel's Office that Noble had issued WARN notices to employees. Noble issued those notices on August 10, 2026. The WARN Act requires employers to provide written notice at least 60 calendar days in advance of mass layoffs and is required when a business with 100 or more full-time workers is laying off at least 50 people at a single site of employment or employs 100 or more workers who work at least a combined 4,000 hours per week. Compliance with this statutorily mandated action does not mean that Noble will definitively lay off all of its employees. Nor did Noble notify DLA, or anyone else, that it would imminently wind down its business operations or that the WARN Act notice means that it will. *See HBS National Corporation v. General Services Administration*, GSBCA No. 14302, July 31, 1998, 98-2 BCA ¶29,935 (holding the government's default termination was not justified on the basis of a WARN Act letter where the contractor did not express a positive, definite, unconditional and unequivocal intent not to perform).

The current situation leading to the WARN notices was triggered, in part, because Noble's credit facility with JP Morgan matured on July 31, 2026. As Contracting Officers Ms. Lauren Vendetti and Mr. Eric Milanowicz were informed on August 3, 2026 and August 12, 2026, respectively, that Noble was experiencing a transition with our credit facility with JP Morgan. Noble entered into a Forbearance Agreement with JP Morgan on July 31, 2026, to bridge the transition period and to allow Noble to obtain new working capital financing. Because this Forbearance Agreement expires on September 30, 2026, Noble's Board of Managers believed it was prudent to issue the WARN Act notices in case Noble does not obtain this financing, among other considerations, and because more than 30 employees will be affected by the cessation of the FSG 53 program regardless of the additional financing. In short, the inaccurate rumors from third parties and the issuance of those notices should not be construed as an announcement that Noble is imminently ceasing business operations and any termination based on such inaccurate information would constitute an abuse of discretion.

2. Noble should be provided the opportunity to give adequate assurances that it will deliver

DLA also states that Noble has indicated that it "is currently unable to secure financing necessary to place orders with the original equipment manufacturers (OEMs) due to ongoing fiscal constraints." That statement, as a blanket characterization of Noble's operations, is also inaccurate.

Noble has been actively engaging with its existing lenders, JP Morgan and Blue Torch Capital LP, in an effort to enhance its working capital. Noble has also expanded its efforts to explore strategic alternatives, including third-party financing and potential sale transactions. Several parties have expressed interest in

acquiring or financing some or all of the business, including one Indication of Interest (IOI) received on August 11, 2026, and Noble is actively evaluating those opportunities. The fact that Noble has experienced working capital challenges does not, standing alone, establish that Noble is unable or unwilling to perform the delivery orders identified in the Cure Notice.

Importantly, one of the options being evaluated by Noble is the sale of some or all of its assets, including the SOE contracts. Any such sale would be done in consultation with DLA and in compliance with FAR Part 42 and applicable law. As stated above, Noble has an IOI from a prospective buyer, which would include purchase of the SOE contracts. This prospective buyer is a currently active, responsible small business government contractor who would have the capability and capacity to assume the SOE Contracts and the outstanding delivery orders. We expect another IOI this week involving the SOE Contracts from another eligible contractor, and there are other parties performing diligence on the SOE Contracts. Terminating these orders under the SOE contracts before determining whether there is a contractor – whether it is Noble or a third party – with the capability and capacity to perform is not in the Government's best interest.

With respect to the Cure Notice allegation that Noble "is currently unable to secure financing necessary to place orders with the original equipment manufacturers (OEMs) due to ongoing fiscal constraints," there have been instances in which vendors have required prepayment for long-lead items that Noble was not then in a position to provide, but those isolated circumstances do not establish an intent not to perform the existing delivery orders or establish that Noble is unable to continue meeting its contractual obligations. Indeed, Noble has a demonstrated history of superior performance under the SOE contracts. Noble's 12-month rolling on-time delivery, through January 2026, which is the last period that was measured was 85 percent, with 8007 lines delivered on time and 1415 lines delivered late. Notably, approximately 500 of those 1415 late deliveries were due to production delays that have already been shared with DLA. Courts have repeatedly found that the Government does not satisfy its burden to justify a default termination by "merely showing that the contractor was behind schedule." *McDonnell Douglas Corp. v. United States*, 323 F.3d 1006, 1015-16 (Fed. Cir. 2003); *Alutiiq Mfg. Contractors, LLC v. United States*, 143 Fed. Cl. 689, 699 (2019) ("Even if the Court were to agree with the government's assertion that [the Contractor] was incurably behind schedule, that is not enough to satisfy the requirements of a termination for default."). Given the above, a termination for cause under these circumstances would be an abuse of discretion, especially given Noble's assurances and unequivocal intent to complete its orders.

3. **Noble's delays in payments to vendors are caused by the FSG 53 Program, and do not otherwise speak to Noble's performance.**

With respect to the FSG 53 program, as DLA has been aware for several months, the working capital challenges Noble has experienced, resulted, in large part, from DLA Weapons Support's cessation of the FSG 53 program, under which Noble has approximately $80 million in inventory exposure. DLA discontinued the program after three years rather than the original intent to continue for a ten-year period. Noble relied on this ten-year program runway when buying inventory based on DLA's demand data. DLA further burdened Noble's working capital by issuing a unilateral modification to buy back limited inventory with approximately three months' notice rather than the contractually required 24 months' notice. These circumstances have been the primary driver of Noble's current working capital challenges and, unfortunately, to delays in payments to certain subcontractors and vendors. Outside of the challenges posed by the FSG 53 contract, which Noble is seeking to address through financing alternatives and a certified

claim to be submitted to DLA Weapons Support, Noble has demonstrated superior performance under the SOE Contracts.

4. DLA has failed to meaningfully engage with Noble regarding performance issues.

Every contract includes an implied duty of good faith and fair dealing. That duty requires each party to refrain from interfering with the other party's performance or acting in a manner that destroys the other party's reasonable expectations regarding the benefits of the contract. *Bell/Heery v. United States*, 739 F.3d 1324, 1334–35 (Fed. Cir. 2014); *Centex Corp. v. United States*, 395 F.3d 1283, 1304 (Fed. Cir. 2005); *Dobyns v. United States*, 915 F.3d 733, 739 (Fed. Cir. 2019); *Metcalf Construction Co. v. United States*, 742 F.3d 984, 990 (Fed. Cir. 2014).

DLA's handling of the current circumstances raises significant concerns under this implied duty.

A. DLA has declined Noble's repeated requests to engage.

Noble has repeatedly sought to establish an open line of communication with DLA, but DLA has declined these requests, citing "sensitive contract information" and the potential for pending litigation. Noble does not understand why those concerns prevented DLA from engaging with Noble regarding non-competition, non-litigation issues directly affecting contract performance, such as Noble's financial situation.

Instead of engaging with Noble when these issues were first raised, DLA has continued to decline substantive discussions and has subsequently issued cure notices and show cause notices based on inaccurate information and third-party representations.

B. DLA has failed to respond meaningfully to Noble's requests for delivery date extensions.

Noble has also submitted requests for extensions of required delivery dates (RDDs) when circumstances outside Noble's control affected its ability to meet the existing delivery schedule.

Historically, Noble understands that DLA's practice has been to consider and grant extensions where appropriate, particularly where the delay was not attributable to the prime contractor. Over the past several months, however, Noble's extension requests unrelated to its financial situation have been categorically denied or have not received meaningful responses regardless of the underlying circumstances. We do not know if this is a change in DLA policy or unequal treat among the TLS prime contractors.

C. DLA did not act in good faith in issuing 10 Cure/Show Cause Notices with the same due date.

DLA Troop Support issued 10 Show Cause and Cure Notices on August 13, 2026 and August 14, 2026. These notices covered over 2,000 orders valued at approximately $400,000,000. On August 20, 2026, Noble requested an extension on each until Friday, August 28, 2026. As with the RDD extension requests, DLA denied each extension without stating a reason. DLA did not engage meaningfully in issuing the notices on a blanket basis, thus, given the inconsistencies and misinformation, Noble requested more time to meaningfully address. It is not reasonable to provide Noble 10 days to respond to over 2,000 orders. There are unique circumstances involved in each line item. For instance, Noble has issued prepayments for certain orders, others in Noble's warehouses pending shipment, there are frustrated shipments, and even some that have already been delivered by not yet invoiced. None of these are impacted by Noble's financial situation.

This further underscores the need for DLA and Noble to engage directly regarding the specific delivery orders, Noble's ability to perform them, and the appropriate path forward rather than relying upon generalized assumptions concerning Noble's financial condition.

5. Conclusion

A decision on whether to terminate for cause "presupposes an active and reasoned consideration of available and sometimes contradictory information. Various factors must be evaluated and the totality of circumstances weighed by the Contracting Officer in arriving at a decision which has the most serious consequences for a contractor." *JAMCO Constructors, Inc.*, VABCA 3271, 94-1 BCA ¶ 26,405, at 131,361 (citing *Executive Elevator Service*, VABCA 2152, 87-2 BCA ¶ 19,849, at 100,438). The provisions in FAR Part 49 remain relevant guidance that should not be ignored by DLA here. In this regard, FAR 49.402-3(f) contemplates an exhaustive multi-factor analysis, including consideration of:

(1) The terms of the contract and applicable laws and regulations.

(2) The specific failure of the contractor and the excuses for the failure.

(3) The availability of the supplies or services from other sources.

(4) The urgency of the need for the supplies or services and the period of time required to obtain them from other sources, as compared with the time delivery could be obtained from the delinquent contractor.

(5) The degree of essentiality of the contractor in the Government acquisition program and the effect of a termination for default upon the contractor's capability as a supplier under other contracts.

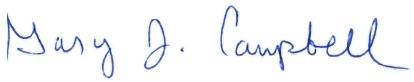
(6) The effect of a termination for default on the ability of the contractor to liquidate guaranteed loans, progress payments, or advance payments.

(7) Any other pertinent facts and circumstances.

All of these factors militate against terminating Noble's delivery orders or contracts, and there is no indication that DLA has considered these in issuing Cure Notices and Show Cause notices for a massive volume of orders with an unreasonable cure period. Noble is endeavoring to promptly complete its orders, and will work with DLA to ensure that orders are filled on a timely basis. As such, we see no legal or factual basis that would support any termination for cause.

Noble requests an opportunity to meet promptly with the appropriate DLA representatives to discuss the specific delivery orders at issue, Noble's current performance capabilities, the potential sale of some or all of its assets, and an appropriate path forward for resolving any legitimate concerns. Noble remains willing to work constructively and transparently with DLA to minimize disruption and support continued performance under the SOE contracts.

Respectfully submitted,



Gary Campbell
Chief Legal Officer
617.699.5530
gcampbell@noble.com

EXHIBIT C-7

NOBLE
One Marina Park Drive
Suite 220
Boston, MA 02210

August 24, 2026

Via Electronic Mail:
John.Cuorato@dla.mil
Vincent.Catanzaro@dla.mil

John S. Cuorato, Jr., Contracting Officer
Defense Logistics Agency – Troop Support
700 Robbins Avenue
Philadelphia, PA 19111-5092

Re: Noble Response to Show Cause Notice under Contract Nos. SPE8EJ-21-D-0036 and SPE8EJ-21-D-0037

Dear Mr. Cuorato:

Noble Supply & Logistics, LLC ("Noble") submits this response to the Show Cause Notice dated August 13, 2026, regarding 118 delivery orders valued at $1,586,711 under the above-captioned Special Operational Equipment NSNs contracts ("SOE Contracts") in the attachment to the Show Cause Notice. As explained in more detail below, Noble has a demonstrated history of superior performance under the SOE contracts and, although Noble has experienced recent working capital challenges, Noble has *not* expressed a positive, definite, unconditional and unequivocal intent not to perform these contracts and delivery orders, and it is not in the Government's best interests to terminate these delivery orders for cause, and, as explained below, the majority of the overdue orders are due to vendor delay, and not Noble's financial situation.

1. **Termination for cause is not warranted under the law or circumstances associated with these contracts and delivery orders.**

Noble emphasizes that a termination for cause is "a drastic sanction that should be imposed upon a contractor only for good cause and in the presence of solid evidence." *Lisbon Contractors, Inc. v. United States*, 828 F.2d 759, 765 (Fed. Cir. 1987). FAR 52.212-4 governs terminations for cause in commercial-item contracts and does not mandate that the DLA "shall" or "must" terminate the contract in the event of a default, only that the government "may" terminate it. FAR 52.212-4(m); *see also Darwin Constr. Co. v. United States*, 811 F.2d 593, 596 (Fed. Cir. 1987) (noting the government is not required to terminate on a finding of default, but merely gives the procuring agency the discretion to do so, and that discretion must be "reasonably exercised"). Moreover, an agency is cautioned to terminate a contract for cause only where such a termination would be in the Government's best interests, and to do so only after consultation with counsel. *See* FAR 12.403(b).

DLA's Show Cause Notice is not based on "solid evidence," rather, it is based on a general allegation of Noble's "delinquent deliveries" As discussed below, DLA has not meaningfully engaged with Noble during the Cure Notice process. DLA Troop Support issued 10 Show Cause and Cure Notices on August 13,

2026 and August 14, 2026. These notices covered over 2,000 orders valued at approximately $400,000,000. On August 20, 2026, Noble requested an extension on each until Friday, August 28, 2026. DLA denied each extension without stating a reason. DLA did not engage meaningfully in issuing the notices on a blanket basis, thus, given the inconsistencies and misinformation, Noble requested more time to meaningfully address. It is not reasonable to provide Noble 10 days to respond to over 2,000 orders. There are unique circumstances involved in each line item. Based on Noble's preliminary review of the attachment identifying the 111 delivery orders, these is no support for a termination for cause for most of them. The majority of the orders are being sourced from Revision and e-TINT. Both have provided notice of manufacturing delays, which has been provided to DLA in support of RDD extensions. See attached Exhibits. Terminating these orders will not allow these vendors to ship these products more quickly. With more time, and meaningful engagement from DLA, Noble will be able to provide specific status of all 118 orders.

Noble has a demonstrated history of superior performance under the SOE contracts. Noble's 12-month rolling on-time delivery, through January 2026, which is the last period that was measured was 85 percent, with 8007 lines delivered on time and 1415 lines delivered late. Notably, approximately 500 of those 1415 late deliveries were due to production delays that have already been shared with DLA. Courts have repeatedly found that the Government does not satisfy its burden to justify a default termination by "merely showing that the contractor was behind schedule." *McDonnell Douglas Corp. v. United States*, 323 F.3d 1006, 1015-16 (Fed. Cir. 2003); *Alutiiq Mfg. Contractors, LLC v. United States*, 143 Fed. Cl. 689, 699 (2019) ("Even if the Court were to agree with the government's assertion that [the Contractor] was incurably behind schedule, that is not enough to satisfy the requirements of a termination for default."). Given the delays in deliveries for a number of orders were beyond Noble's control, a termination for cause under these circumstances would be an abuse of discretion, especially given Noble's assurances and unequivocal intent to complete its orders.

2. Noble should be provided the opportunity to give adequate assurances that it will deliver.

Though not noted in the Show Cause Notice, Noble believes that DLA's motivation in issuing 10 Show Cause and Cure Notices was due to DLA's concern that Noble issued WARN Act notices and its mistaken belief that Noble "is currently unable to secure financing necessary to place orders with the original equipment manufacturers (OEMs) due to ongoing fiscal constraints." Therefore, Noble wants to address those concerns in this response.

Noble issued legally-required Worker Adjustment and Retraining Notification Act ("WARN Act") notices to its employees, this does not mean Noble is winding down its operations, and cannot serve as the basis for a default termination. On August 11, 2026, the undersigned informed DLA's General Counsel's Office that Noble had issued WARN notices to employees. Noble issued those notices on August 10, 2026. The WARN Act requires employers to provide written notice at least 60 calendar days in advance of mass layoffs and is required when a business with 100 or more full-time workers is laying off at least 50 people at a single site of employment or employs 100 or more workers who work at least a combined 4,000 hours per week. Compliance with this statutorily mandated action does not mean that Noble will definitively lay off all of its employees. Nor did Noble notify DLA, or anyone else, that it would imminently wind down its business operations or that the WARN Act notice means that it will. *See HBS National Corporation v. General Services Administration*, GSBCA No. 14302, July 31, 1998, 98-2 BCA ¶29,935 (holding the government's default termination was not justified on the basis of a WARN Act letter where the contractor did not express a positive, definite, unconditional and unequivocal intent not to perform).

The current situation leading to the WARN notices was triggered, in part, because Noble's credit facility with JP Morgan matured on July 31, 2026. As Contracting Officers Ms. Lauren Vendetti and Mr. Eric Milanowicz were informed on August 12, 2026, respectively, that Noble was experiencing a transition with our credit facility with JP Morgan. Noble entered into a Forbearance Agreement with JP Morgan on July 31, 2026, to bridge the transition period and to allow Noble to obtain new working capital financing. Because this Forbearance Agreement expires on September 30, 2026, Noble's Board of Managers believed it was prudent to issue the WARN Act notices in case Noble does not obtain this financing, among other considerations, and because more than 30 employees will be affected by the cessation of the FSG 53 program regardless of the additional financing. In short, the inaccurate rumors from third parties and the issuance of those notices should not be construed as an announcement that Noble is imminently ceasing business operations and any termination based on such inaccurate information would constitute an abuse of discretion.

Noble has been actively engaging with its existing lenders, JP Morgan and Blue Torch Capital LP, in an effort to enhance its working capital. Noble has also expanded its efforts to explore strategic alternatives, including third-party financing and potential sale transactions. Several parties have expressed interest in acquiring or financing some or all of the business, including one Indication of Interest (IOI) received on August 11, 2026, and Noble is actively evaluating those opportunities. The fact that Noble has experienced working capital challenges does not, standing alone, establish that Noble is unable or unwilling to perform the delivery orders identified in the Show Cause Notice.

Importantly, one of the options being evaluated by Noble is a sale of some or all of its assets, including the SOE contracts. Any such sale would be done in consultation with DLA and in compliance with FAR Part 42 and applicable law. As stated above, Noble has an IOI from a prospective buyer, which would include purchase of the SOE contracts. This prospective buyer is a currently active, responsible small business government contractor who would have the capability and capacity to assume the SOE Contracts and the outstanding delivery orders. We expect another IOI this week involving the SOE Contracts from another eligible contractor, and there are other parties performing diligence on the SOE Contracts. Terminating these orders under the SOE contract before determining whether there is a contractor – whether it is Noble or a third party – with the capability and capacity to perform is not in the Government's best interest.

3. DLA has failed to meaningfully engage with Noble regarding performance issues.

Every contract includes an implied duty of good faith and fair dealing. That duty requires each party to refrain from interfering with the other party's performance or acting in a manner that destroys the other party's reasonable expectations regarding the benefits of the contract. *Bell/Heery v. United States*, 739 F.3d 1324, 1334–35 (Fed. Cir. 2014); *Centex Corp. v. United States*, 395 F.3d 1283, 1304 (Fed. Cir. 2005); *Dobyns v. United States*, 915 F.3d 733, 739 (Fed. Cir. 2019); *Metcalf Construction Co. v. United States*, 742 F.3d 984, 990 (Fed. Cir. 2014).

Noble believes that DLA's handling of the current circumstances raises significant concerns under this implied duty.

A. DLA has declined Noble's repeated requests to engage.

Noble has repeatedly sought to establish an open line of communication with DLA, but DLA has declined these requests, citing "sensitive contract information" and the potential for pending litigation. Noble

does not understand why those concerns prevented DLA from engaging with Noble regarding non-competition, non-litigation issues directly affecting contract performance, such as Noble's financial situation.

Instead of engaging with Noble when these issues were first raised, DLA has continued to decline substantive discussions and has subsequently issued cure notices and show cause notices based on inaccurate information and third-party representations.

B. DLA has failed to respond meaningfully to Noble's requests for delivery date extensions.

Noble has also submitted requests for extensions of required delivery dates (RDDs) when circumstances outside Noble's control affected its ability to meet the existing delivery schedule.

Historically, Noble understands that DLA's practice has been to consider and grant extensions where appropriate, particularly where the delay was not attributable to the prime contractor. Over the past several months, however, Noble's extension requests unrelated to its financial situation have been categorically denied or have not received meaningful responses regardless of the underlying circumstances. We do not know if this is a change in DLA policy or unequal treat among the TLS prime contractors.

4. Conclusion

A decision on whether to terminate for cause "presupposes an active and reasoned consideration of available and sometimes contradictory information. Various factors must be evaluated and the totality of circumstances weighed by the Contracting Officer in arriving at a decision which has the most serious consequences for a contractor." *JAMCO Constructors, Inc.*, VABCA 3271, 94-1 BCA ¶ 26,405, at 131,361 (citing *Executive Elevator Service*, VABCA 2152, 87-2 BCA ¶ 19,849, at 100,438). The provisions in FAR Part 49 remain relevant guidance that should not be ignored by DLA here. In this regard, FAR 49.402-3(f) contemplates an exhaustive multi-factor analysis, including consideration of:

(1) The terms of the contract and applicable laws and regulations.

(2) The specific failure of the contractor and the excuses for the failure.

(3) The availability of the supplies or services from other sources.

(4) The urgency of the need for the supplies or services and the period of time required to obtain them from other sources, as compared with the time delivery could be obtained from the delinquent contractor.

(5) The degree of essentiality of the contractor in the Government acquisition program and the effect of a termination for default upon the contractor's capability as a supplier under other contracts.

(6) The effect of a termination for default on the ability of the contractor to liquidate guaranteed loans, progress payments, or advance payments.

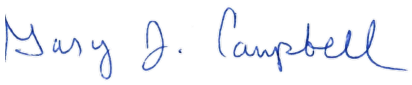
(7) Any other pertinent facts and circumstances.

All of these factors militate against terminating Noble's delivery orders or contracts, and there is no indication that DLA has considered these in issuing Cure Notices and Show Cause notices for a massive volume of orders with an unreasonable cure period. Noble is endeavoring to promptly complete its orders,

and will work with DLA to ensure that orders are filled on a timely basis. As such, we see no legal or factual basis that would support any termination for cause.

Noble requests an opportunity to meet promptly with the appropriate DLA representatives to discuss the specific delivery orders at issue, Noble's current performance capabilities, the potential sale of some of its assets, and an appropriate path forward for resolving any legitimate concerns. Noble remains willing to work constructively and transparently with DLA to minimize disruption and support continued performance under the SOE contracts.

Respectfully submitted,



Gary Campbell
Chief Legal Officer
617.699.5530
gcampbell@noble.com

EXHIBITS

---------- Forwarded message ---------
From: **Avi Taheri** <avi@e-tintproducts.com>
Date: Wed, Jun 3, 2026 at 11:13 AM
Subject: Re: Packing slip for Nobel PO-PHS001157 partial shipment 2
To: Travis Robertson <trobertson@noble.com>

Hi Travis,

Regarding your question about the MG09s, we are currently waiting for the military to complete the APEL qualification testing for the goggles.

We are ready to ship as soon as we receive approval, which we anticipate will be around September 1st.

Best regards,

Avi Taheri
Chief Operating Officer
e-Tint LLC

Avi Taheri,
Chief Operating Officer

e-Tint LLC,
32899 Pinetree Road
Pepper Pike
OH 44124 USA
www.e-tintproducts.com
Cell: 607-227-8720

On Wed, Jun 3, 2026 at 3:44 PM Travis Robertson <trobertson@noble.com> wrote:

> Hi Avi,
>
> This can ship on our FedEx freight account 699496812.
>
> Do you happen to have an update on the MG09s?
>
> Thank you,
>
> **Travis Robertson**
> Buyer
> Tactical & MRO
>
> NOBLE
>
> (781) 819-4675
> www.noble.com

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Noble Sales Co. Inc.
PO Box 51069
Boston, MA
United States

29 June, 2026

To whom it concerns

Revision Military LTD is writing to inform you of Production capacity delays regarding shipments on orders through our Distributor, Noble to DLA endusers.

In response to delays with suppling APEL/Berry Compliant/Made in the USA Kits, Revision has experienced significant delays from gaining the necessary Berry components needed to build the kits from our suppliers. We are actively meeting with each supplier to gain components as quickly as possible in order to speed the process of their shipments. We have also onboard two new suppliers and should see a return to normal high level delivery capacity in 30 days.
We sincerely apologize for the unexpected delay and respectfully request that DLA/Noble accepts the shipments in the coming months without imposing a penalty. Thank you for your understanding.

Best regards,

Andrew Stiles
Andrew Stiles
Director of Domestic Sales

EXHIBIT C-8

NOBLE
One Marina Park Drive
Suite 220
Boston, MA 02210

August 24, 2026

Via Electronic Mail:
John.Cuorato@dla.mil
Vincent.Catanzaro@dla.mil

John S. Cuorato, Jr., Contracting Officer
Defense Logistics Agency – Troop Support
700 Robbins Avenue
Philadelphia, PA 19111-5092

Re: Noble Response to Cure Notice under Contract Nos. SPE8EJ-21-D-0028 and SPE8EJ-21-D-1028

Dear Mr. Cuorato:

Noble Supply & Logistics, LLC ("Noble") submits this response to the Cure Notice dated August 14, 2026, regarding the delivery orders under the above-captioned Special Operational Equipment TENTS contracts ("SOE Contracts") identified in the attachment to the Cure Notice. As explained in more detail below, Noble has a demonstrated history of superior performance under the SOE Contracts and, although Noble has experienced recent working capital challenges, Noble has *not* expressed a positive, definite, unconditional and unequivocal intent not to perform these contracts and delivery orders. Furthermore, in light of incorrect information cited in the Cure Notice, as well as Noble's assurances of future performance, termination for cause is not warranted under the law or circumstances associated with these contracts and delivery orders.

1. **The Cure Notice relies on inaccurate information and termination for cause is not appropriate.**

Noble emphasizes that a termination for cause is "a drastic sanction that should be imposed upon a contractor only for good cause and in the presence of solid evidence." *Lisbon Contractors, Inc. v. United States*, 828 F.2d 759, 765 (Fed. Cir. 1987). FAR 52.212-4 governs terminations for cause in commercial-item contracts and does not mandate that the DLA "shall" or "must" terminate the contract in the event of a default, only that the government "may" terminate it. FAR 52.212-4(m); *see also Darwin Constr. Co. v. United States*, 811 F.2d 593, 596 (Fed. Cir. 1987) (noting the government is not required to terminate on a finding of default, but merely gives the procuring agency the discretion to do so, and that discretion must be "reasonably exercised"). Moreover, an agency is cautioned to terminate a contract for cause only where such a termination would be in the Government's best interests, and to do so only after consultation with counsel. *See* FAR 12.403(b).

DLA's Cure Notice is not based on "solid evidence," rather, it is based on a general allegation of Noble's "failure to secure and ship material" for 25 orders even though these orders are not yet delinquent

under the delivery date.[1] In support of this allegation, DLA states that it has received numerous notifications from subcontractors and customers, "in addition to one notification from Noble itself," indicating that Noble will imminently wind down its business operations. First, any notification from a customer or subcontract that Noble is winding down its business operations is a rumor. Further, the assertion that Noble itself notified DLA that it would imminently wind down its business operations is simply not true. Accordingly, and to the extent that DLA is relying on materially inaccurate information from third parties on the status of Noble's business operations, any termination decision would be an abuse of discretion. *See CJP Contractors, Inc. v. United States*, 45 Fed. Cl. 343, 371 (1999) (finding reliance on "materially erroneous information" cannot be a reasonable exercise of discretion when considering termination) (quoting *L&H Constr. Co.*, ASBCA No. 43833, 97-1 BCA ¶ 28,766).

Second, to the extent that any decision to issue the Cure Notice is based on Noble issuing legally-required Worker Adjustment and Retraining Notification Act ("WARN Act") notices to its employees, this does not mean Noble is winding down its operations, and this too cannot serve as the basis for a default termination. On August 11, 2026, the undersigned informed DLA's General Counsel's Office that Noble had issued WARN notices to employees. Noble issued those notices on August 10, 2026. The WARN Act requires employers to provide written notice at least 60 calendar days in advance of mass layoffs and is required when a business with 100 or more full-time workers is laying off at least 50 people at a single site of employment or employs 100 or more workers who work at least a combined 4,000 hours per week. Compliance with this statutorily mandated action does not mean that Noble will definitively lay off all of its employees. Nor did Noble notify DLA, or anyone else, that it would imminently wind down its business operations or that the WARN Act notice means that it will. *See HBS National Corporation v. General Services Administration*, GSBCA No. 14302, July 31, 1998, 98-2 BCA ¶29,935 (holding the government's default termination was not justified on the basis of a WARN Act letter where the contractor did not express a positive, definite, unconditional and unequivocal intent not to perform).

The current situation leading to the WARN notices was triggered, in part, because Noble's credit facility with JP Morgan matured on July 31, 2026. As Contracting Officers Ms. Lauren Vendetti and Mr. Eric Milanowicz were informed on August 3, 2026 and August 12, 2026, respectively, that Noble was experiencing a transition with our credit facility with JP Morgan. Noble entered into a Forbearance Agreement with JP Morgan on July 31, 2026, to bridge the transition period and to allow Noble to obtain new working capital financing. Because this Forbearance Agreement expires on September 30, 2026, Noble's Board of Managers believed it was prudent to issue the WARN Act notices in case Noble does not obtain this financing, among other considerations, and because more than 30 employees will be affected by the cessation of the FSG 53 program regardless of the additional financing. In short, the inaccurate rumors from third parties and the issuance of those notices should not be construed as an announcement that Noble is imminently ceasing business operations and any termination based on such inaccurate information would constitute an abuse of discretion.

[1] The one order that was due on August 17, 2026, was actually delivered and invoiced in July, and subsequently paid for by DLA.

2. Noble should be provided the opportunity to give adequate assurances that it will deliver.

DLA also states that Noble has indicated that it "is currently unable to secure financing necessary to place orders with the original equipment manufacturers (OEMs) due to ongoing fiscal constraints." That statement, as a blanket characterization of Noble's operations, is also inaccurate.

Noble has been actively engaging with its existing lenders, JP Morgan and Blue Torch Capital LP, in an effort to enhance its working capital. Noble has also expanded its efforts to explore strategic alternatives, including third-party financing and potential sale transactions. Several parties have expressed interest in acquiring or financing some or all of the business, including one Indication of Interest (IOI) received on August 11, 2026, and Noble is actively evaluating those opportunities. The fact that Noble has experienced working capital challenges does not, standing alone, establish that Noble is unable or unwilling to perform the delivery orders identified in the Cure Notice.

Importantly, one of the options being evaluated by Noble is the sale of some or all of its assets, including the SOE contracts. Any such sale would be done in consultation with DLA and in compliance with FAR Part 42 and applicable law. As stated above, Noble has an IOI from a prospective buyer, which would include purchase of the SOE contracts. This prospective buyer is a currently active, responsible small business government contractor who would have the capability and capacity to assume the SOE Contracts and the outstanding delivery orders. We expect another IOI this week involving the SOE Contracts from another eligible contractor, and there are other parties performing diligence on the SOE Contracts. Terminating these orders under the SOE contracts before determining whether there is a contractor – whether it is Noble or a third party – with the capability and capacity to perform is not in the Government's best interest.

With respect to the Cure Notice allegation that Noble "is currently unable to secure financing necessary to place orders with the original equipment manufacturers (OEMs) due to ongoing fiscal constraints," there have been instances in which vendors have required prepayment for long-lead items that Noble was not then in a position to provide, but those isolated circumstances do not establish an intent not to perform the existing delivery orders or establish that Noble is unable to continue meeting its contractual obligations. Indeed, Noble has a demonstrated history of superior performance under the SOE contracts. Noble's 12-month rolling on-time delivery, through January 2026, which is the last period that was measured was 85 percent, with 8007 lines delivered on time and 1415 lines delivered late. Notably, approximately 500 of those 1415 late deliveries were due to production delays that have already been shared with DLA. Courts have repeatedly found that the Government does not satisfy its burden to justify a default termination by "merely showing that the contractor was behind schedule." *McDonnell Douglas Corp. v. United States*, 323 F.3d 1006, 1015-16 (Fed. Cir. 2003); *Alutiiq Mfg. Contractors, LLC v. United States*, 143 Fed. Cl. 689, 699 (2019) ("Even if the Court were to agree with the government's assertion that [the Contractor] was incurably behind schedule, that is not enough to satisfy the requirements of a termination for default."). Given the above, a termination for cause under these circumstances would be an abuse of discretion, especially given Noble's assurances and unequivocal intent to complete its orders.

3. Noble's delays in payments to vendors are caused by the FSG 53 Program, and do not otherwise speak to Noble's performance.

With respect to the FSG 53 program, as DLA has been aware for several months, the working capital challenges Noble has experienced, resulted, in large part, from DLA Weapons Support's cessation of the

FSG 53 program, under which Noble has approximately $80 million in inventory exposure. DLA discontinued the program after three years rather than the original intent to continue for a ten-year period. Noble relied on this ten-year program runway when buying inventory based on DLA's demand data. DLA further burdened Noble's working capital by issuing a unilateral modification to buy back limited inventory with approximately three months' notice rather than the contractually required 24 months' notice. These circumstances have been the primary driver of Noble's current working capital challenges and, unfortunately, to delays in payments to certain subcontractors and vendors. Outside of the challenges posed by the FSG 53 contract, which Noble is seeking to address through financing alternatives and a certified claim to be submitted to DLA Weapons Support, Noble has demonstrated superior performance under the SOE Contracts.

4. DLA has failed to meaningfully engage with Noble regarding performance issues.

Every contract includes an implied duty of good faith and fair dealing. That duty requires each party to refrain from interfering with the other party's performance or acting in a manner that destroys the other party's reasonable expectations regarding the benefits of the contract. *Bell/Heery v. United States*, 739 F.3d 1324, 1334–35 (Fed. Cir. 2014); *Centex Corp. v. United States*, 395 F.3d 1283, 1304 (Fed. Cir. 2005); *Dobyns v. United States*, 915 F.3d 733, 739 (Fed. Cir. 2019); *Metcalf Construction Co. v. United States*, 742 F.3d 984, 990 (Fed. Cir. 2014).

DLA's handling of the current circumstances raises significant concerns under this implied duty.

A. DLA has declined Noble's repeated requests to engage.

Noble has repeatedly sought to establish an open line of communication with DLA, but DLA has declined these requests, citing "sensitive contract information" and the potential for pending litigation. Noble does not understand why those concerns prevented DLA from engaging with Noble regarding non-competition, non-litigation issues directly affecting contract performance, such as Noble's financial situation.

Instead of engaging with Noble when these issues were first raised, DLA has continued to decline substantive discussions and has subsequently issued cure notices and show cause notices based on inaccurate information and third-party representations.

B. DLA has failed to respond meaningfully to Noble's requests for delivery date extensions.

Noble has also submitted requests for extensions of required delivery dates (RDDs) when circumstances outside Noble's control affected its ability to meet the existing delivery schedule.

Historically, Noble understands that DLA's practice has been to consider and grant extensions where appropriate, particularly where the delay was not attributable to the prime contractor. Over the past several months, however, Noble's extension requests unrelated to its financial situation have been categorically denied or have not received meaningful responses regardless of the underlying circumstances. We do not know if this is a change in DLA policy or unequal treat among the TLS prime contractors.

C. DLA did not act in good faith in issuing 10 Cure/Show Cause Notices with the same due date.

DLA Troop Support issued 10 Show Cause and Cure Notices on August 13, 2026 and August 14, 2026. These notices covered over 2,000 orders valued at approximately $400,000,000. On August 20, 2026,

Noble requested an extension on each until Friday, August 28, 2026. As with the RDD extension requests, DLA denied each extension without stating a reason. DLA did not engage meaningfully in issuing the notices on a blanket basis, thus, given the inconsistencies and misinformation, Noble requested more time to meaningfully address. It is not reasonable to provide Noble 10 days to respond to over 2,000 orders. There are unique circumstances involved in each line item. For instance, Noble has issued prepayments for certain orders, others in Noble's warehouses pending shipment, there are frustrated shipments, and even some that have already been delivered by not yet invoiced. None of these are impacted by Noble's financial situation.

This further underscores the need for DLA and Noble to engage directly regarding the specific delivery orders, Noble's ability to perform them, and the appropriate path forward rather than relying upon generalized assumptions concerning Noble's financial condition.

5. Conclusion

A decision on whether to terminate for cause "presupposes an active and reasoned consideration of available and sometimes contradictory information. Various factors must be evaluated and the totality of circumstances weighed by the Contracting Officer in arriving at a decision which has the most serious consequences for a contractor." *JAMCO Constructors, Inc.*, VABCA 3271, 94-1 BCA ¶ 26,405, at 131,361 (citing *Executive Elevator Service*, VABCA 2152, 87-2 BCA ¶ 19,849, at 100,438). The provisions in FAR Part 49 remain relevant guidance that should not be ignored by DLA here. In this regard, FAR 49.402-3(f) contemplates an exhaustive multi-factor analysis, including consideration of:

(1) The terms of the contract and applicable laws and regulations.

(2) The specific failure of the contractor and the excuses for the failure.

(3) The availability of the supplies or services from other sources.

(4) The urgency of the need for the supplies or services and the period of time required to obtain them from other sources, as compared with the time delivery could be obtained from the delinquent contractor.

(5) The degree of essentiality of the contractor in the Government acquisition program and the effect of a termination for default upon the contractor's capability as a supplier under other contracts.

(6) The effect of a termination for default on the ability of the contractor to liquidate guaranteed loans, progress payments, or advance payments.

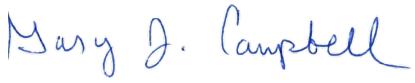
(7) Any other pertinent facts and circumstances.

All of these factors militate against terminating Noble's delivery orders or contracts, and there is no indication that DLA has considered these in issuing Cure Notices and Show Cause notices for a massive volume of orders with an unreasonable cure period. Noble is endeavoring to promptly complete its orders, and will work with DLA to ensure that orders are filled on a timely basis. As such, we see no legal or factual basis that would support any termination for cause.

Noble requests an opportunity to meet promptly with the appropriate DLA representatives to discuss the specific delivery orders at issue, Noble's current performance capabilities, the potential sale of some or all of its assets, and an appropriate path forward for resolving any legitimate concerns. Noble remains willing

to work constructively and transparently with DLA to minimize disruption and support continued performance under the SOE contracts.

Respectfully submitted,



Gary Campbell
Chief Legal Officer
617.699.5530
gcampbell@noble.com

EXHIBIT D-1

DEFENSE LOGISTICS AGENCY
TROOP SUPPORT
700 ROBBINS AVENUE
PHILADELPHIA, PENNSYLVANIA 19111-5092

DLA – Troop Support – Construction & Equipment August 27, 2026

NOTICE OF TERMINATION FOR CAUSE

Via Electronic Mail
Delivery and Read Receipts Requested
Noble Supply & Logistics
1 Marina Park Drive Suite 220
Boston, MA 02210-1873
ATTN: Mark Good

RE: Contract Nos. SPE8EH-24-D-0003 and Delivery Orders Issued Thereunder Identified on the Attached Spreadsheet.

Dear Mr. Good,

By the Delivery Orders on the attached spreadsheets, issued under Contract No. SPE8EH-24-D-0003 Noble Supply & Logistics (Noble) was obligated to deliver the specified F&ESE TLS Program requirements within the contractual delivery dates. The total obligations comprise $1,092,426.86 in specified F&ESE part number items and/or incidental services,

Noble received a Cure Notice and Request for Adequate Assurances of Future Performance dated August 14, 2026 for Contract No. SPE8EH-24-D-0003. These Notices advised that there was basis for grave doubt as to Noble's ability and intent to perform the attached Delivery Orders in a timely and effective manner. The Contracting Officer demanded adequate assurances, with supporting documentation, establishing Noble's ability and intent to timely perform within a period of ten days of the date of this letter. He cautioned that failure to provide such assurances would constitute grounds for termination for cause of the attached orders under the terms of the "Termination for Cause" of FAR clause 52.212-4, Contract Terms and Conditions – Commercial Items, of the contract.

On August 24, 2026, Noble Chief Legal Officer Gary Campbell responded with the same letter to each of the Show Cause Notices and Requests for Assurances sent on August 14, 2026.

Noble failed to provide adequate assurances, or any supporting documentation, establishing Noble's ability or intent to timely perform on these Delivery Orders. Numerous customers and Noble subcontractors have independently reached out to DLA, providing information suggesting a winding down of Noble's operations and seeking assistance in securing payment for sizable overdue balances, which preclude further performance on open obligations. Additionally, on August 11, 2026, Noble's Chief Legal Officer provided the following statement to DLA: "As I committed to keeping you apprised of Noble's situation, yesterday, we informed **all** of Noble's approximately 300 employees via a WARN notice that barring any new financing in the next 60

days, their last day of employment with Noble will be on or about October 9, 2026." (emphasis added). A corresponding article published in the Boston Business Journal on August 25, 2026 states

> Noble Supply and Logistics is laying off all of the people that report to its headquarters at One Marina Park Drive, according to a layoff notification filed with the state. The firm cited unspecified 'recent financial circumstances' for the closure, and wrote in its filing that it expects the loss of jobs to be permanent, and that the 59 people will not be able to take another role within the company. All affected employees, which the filing reads is all of the employees of the Boston office, have been informed that their final day will be within 14 days of or on Oct. 9, 2026.

This is consistent with the notification that Noble provided to DLA. Noble's August 24, 2026 letter confirmed that no payments would be made to Noble subcontractors unless it obtains financing and offered no concrete basis to conclude that such financing had or would be successfully obtained. Further communications from Noble's counsel in recent months have confirmed that Noble is financially unable to make agreed-upon payments to various complaining subcontractors. At no point in its letter were assurances provided, or the claim made, that Noble has ability or intent to complete performance against the referenced Delivery Orders. No supporting documentation or factual evidence was provided to corroborate such an ability.

Based on the lack of any reasonable assurances or documentation, the contracting officer has made the determination to terminate the Delivery Orders on the attached spreadsheets, in whole or in part, in accordance with paragraph (m), "Termination for Cause" of FAR clause 52.212-4, Contract Terms and Conditions – Commercial Items, of the contract. You are hereby advised that the material required under this Delivery Order may be purchased in the open market, and that your company may be liable for any excess costs of such re-procurement in addition to the administrative cost of termination for cause provided in the Delivery Orders.

It is the final decision of the contracting officer pursuant to paragraph (d), "Disputes" of FAR clause 52.212-4, that your company has failed to provide adequate assurances of its ability and intent to timely perform on these Delivery Orders.

Delivery of material after the date of this notice will not be considered for Goods Receipt posting and Proof of Delivery's indicating delivery of material after the date of this notice will not be accepted or reviewed by DLA.

Excepting the above: Delivery Orders with partial performance will have their outstanding balances terminated. Any receipted balance will remain receipted, and if an invoice has not been submitted to date, Noble must invoice for the outstanding amount that has been receipted. If Noble has already submitted an invoice for that receipted balance, no further action is needed.

You may appeal this decision under the said Disputes clause, which incorporates the Contract Disputes Act of 1978 (41 U.S.C. chapter 71). Pursuant to the Act, you may appeal the decision either to the Armed Services Board of Contract Appeals (the Board), or you may bring an action

in the United States Court of Federal Claims. Depending on the manner in which you seek redress, one of the following will apply:

(a) If you appeal the decision to the Board, you must mail or otherwise furnish written notice thereof the Board within 90 days from the date you receive this decision. A copy shall be furnished to the contracting officer from whose decision your appeal is taken. The notice shall indicate that an appeal is intended, should reference this decision, and should identify the Delivery Order by number.

(b) If you initiate your action directly in the United States Court of Federal Claims, you are required to file such action within 12 months from the date you receive this decision.

The Rules of the Armed Services Board of Contract Appeals are set forth in Appendix A, Part 2 of the Department of Defense Federal Acquisition Regulation Supplement (DFARS). With respect to appeals to the Board, be advised of the following:

(a) If the amount in dispute is $10,000.00 or less, you may elect to have the appeal processed under the Small Claims (Expedited) Procedure, as provided by the rules of the Board.

(b) If the amount in dispute is $50,000.00 or less, you may elect to have the appeal processed under the Accelerated Procedure as provided by the rules of the Board.

The government reserves all rights and remedies provided by law and as provided by the contract.

Sincerely,

_____
John S. Cuorato Jr.
Contracting Officer

Encl.
Delivery Order Spreadsheets

EXHIBIT D-2

DEFENSE LOGISTICS AGENCY
TROOP SUPPORT
700 ROBBINS AVENUE
PHILADELPHIA, PENNSYLVANIA 19111-5092

DLA – Troop Support – Construction & Equipment August 27, 2026

NOTICE OF TERMINATION FOR CAUSE

Via Electronic Mail
Delivery and Read Receipts Requested
Noble Supply & Logistics
1 Marina Park Drive Suite 220
Boston, MA 02210-1873
ATTN: Mark Good

RE: Contract No. SPE8EH-24-D-0003 and Delivery Orders Issued Thereunder Identified on the Attached Spreadsheet.

Dear Mr. Good,

By the Delivery Orders on the attached spreadsheets, issued under Contract No. SPE8EH-24-D-0003 Noble Supply & Logistics (Noble) was obligated to deliver the specified F&ESE TLS Program requirements within the contractual delivery dates. The total obligations comprise $9,032,395.57 in specified F&ESE part number items and/or incidental services.

For Delivery Orders issued under Contract Nos. SPE8EH-24-D-0003, to have made delivery within the required delivery schedule, delivery was required between December 12, 2022 and August 18, 2026, as identified on the attached spreadsheet. To date, $8,480,045.63 of this material has not been delivered timely.

Noble received a Show Cause Notice dated August 14, 2026 for Contract No. SPE8EH-24-D-0003. These Notices advised that failure to complete performance on or before the dates required by the Delivery Orders on the attached spreadsheet constituted a default of performance and cause for termination of the delivery orders in accordance with paragraph (m), "Termination for Cause" of FAR clause 52.212-4, Contract Terms and Conditions – Commercial Items, of the contract. The Show Cause Notices further advised Noble to present reasons for the failure of timely performance to the extent that such causes were beyond Noble's control and without Noble's fault or negligence within the meaning of paragraph (f), "Excusable Delays" of the above clause. Noble's response was requested within ten days of the date of receipt of the Show Cause Notice.

On August 24, 2026, Noble Chief Legal Officer Gary Campbell responded with the same letter to each of the Show Cause Notices sent on August 14, 2026.

None of Noble's assertions adequately addressed reasons for the failure of timely performance to the extent that such causes were beyond Noble's control and without Noble's fault or negligence within the meaning of paragraph (f), "Excusable Delays" of the above clause. Mr. Campbell

did not provide any additional information indicating how Noble planned to fill these orders, but merely sought to question the basis for DLA's action.

Noble's failure to timely complete performance on each of the subject Delivery Orders by delivery of the entire quantity required by each delivery order within the time specified on the attached spreadsheets constitutes a default of performance. Based on that failure of performance, the contracting officer has made the determination to terminate the Delivery Orders, in whole or in part, as specified in the attached spreadsheets, in accordance with paragraph (m), "Termination for Cause" of FAR clause 52.212-4, Contract Terms and Conditions – Commercial Items, of the contract. You are hereby advised that the material required under this Delivery Order may be purchased in the open market, and that your company may be liable for any excess costs of such re-procurement in addition to the administrative cost of termination for cause provided in the Delivery Orders.

It is the final decision of the contracting officer pursuant to paragraph (d), "Disputes" of FAR clause 52.212-4, that your company has failed to make timely delivery under these Delivery Orders, and that such failure was not due to excusable causes.

Delivery of material after the date of this notice will not be considered for Goods Receipt posting and Proof of Delivery's indicating delivery of material after the date of this notice will not be accepted or reviewed by DLA.

Excepting the above: Delivery Orders with partial performance will have their outstanding balances terminated. Any receipted balance will remain receipted, and if an invoice has not been submitted to date, Noble must invoice for the outstanding amount that has been receipted. If Noble has already submitted an invoice for that receipted balance, no further action is needed.

You may appeal this decision under the said Disputes clause, which incorporates the Contract Disputes Act of 1978 (41 U.S.C. chapter 71). Pursuant to the Act, you may appeal the decision either to the Armed Services Board of Contract Appeals (the Board), or you may bring an action in the United States Court of Federal Claims. Depending on the manner in which you seek redress, one of the following will apply:

(a) If you appeal the decision to the Board, you must mail or otherwise furnish written notice thereof the Board within 90 days from the date you receive this decision. A copy shall be furnished to the contracting officer from whose decision your appeal is taken. The notice shall indicate that an appeal is intended, should reference this decision, and should identify the Delivery Order by number.

(b) If you initiate your action directly in the United States Court of Federal Claims, you are required to file such action within 12 months from the date you receive this decision.

The Rules of the Armed Services Board of Contract Appeals are set forth in Appendix A, Part 2 of the Department of Defense Federal Acquisition Regulation Supplement (DFARS). With respect to appeals to the Board, be advised of the following:

(a) If the amount in dispute is $10,000.00 or less, you may elect to have the appeal processed under the Small Claims (Expedited) Procedure, as provided by the rules of the Board.

(b) If the amount in dispute is $50,000.00 or less, you may elect to have the appeal processed under the Accelerated Procedure as provided by the rules of the Board.

The government reserves all rights and remedies provided by law and as provided by the contract.

Sincerely,

_____
John S. Cuorato Jr.
Contracting Officer

Encl.
Delivery Order Spreadsheets

EXHIBIT D-3

DEFENSE LOGISTICS AGENCY
TROOP SUPPORT
700 ROBBINS AVENUE
PHILADELPHIA, PENNSYLVANIA 19111-5092

DLA – Troop Support – Construction & Equipment August 27, 2026

NOTICE OF TERMINATION FOR CAUSE

Via Electronic Mail
Delivery and Read Receipts Requested
Noble Supply & Logistics
1 Marina Park Drive Suite 220
Boston, MA 02210-1873
ATTN: Mark Good

RE: Contract Nos. SPE8EJ-21-D-0036, SPE8EJ-21-D-0037, SPE8EJ-21-D-0022, SPE8EJ-21-D-1022, SPE8EJ-21-D-0028, and SPE8EJ-21-D-1028, and Delivery Orders Issued Thereunder Identified on the Attached Spreadsheet.

Dear Mr. Good,

By the Delivery Orders on the attached spreadsheets, issued under Contract Nos. SPE8EJ-21-D-0036 and SPE8EJ-21-D-0037, SPE8EJ-21-D-0022 and SPE8EJ-21-D-1022, and SPE8EJ-21-D-0028 and SPE8EJ-21-D-1028 Noble Supply & Logistics (Noble) was obligated to deliver the specified SOE TLS Program requirements within the contractual delivery dates. The total obligations comprise $1,792,047.18 in designated National Stock Number (NSN) items, $189,527,475.77 in specified SOE part number items and/or incidental services, and $8,819,059.36 in specified SOE Tents part number items and/or incidental services.

Noble received a Cure Notice and Request for Adequate Assurances of Future Performance dated August 13, 2026 for Contract Nos. SPE8EJ-21-D-0036 and SPE8EJ-21-D-0037 and corresponding Notices dated August 14, 2024 for Contract Nos. SPE8EJ-21-D-0022 and SPE8EJ-21-D-1022 and Contract Nos. SPE8EJ-21-D-0028 and SPE8EJ-21-D-1028. These Notices advised that there was basis for grave doubt as to Noble's ability and intent to perform the attached Delivery Orders in a timely and effective manner. The Contracting Officer demanded adequate assurances, with supporting documentation, establishing Noble's ability and intent to timely perform within a period of ten days of the date of this letter. He cautioned that failure to provide such assurances would constitute grounds for termination for cause of the attached orders under the terms of the "Termination for Cause" of FAR clause 52.212-4, Contract Terms and Conditions – Commercial Items, of the contract.

On August 24, 2026, Noble Chief Legal Officer Gary Campbell responded with the same letter to each of the Show Cause Notices and Requests for Assurances sent on August 13, 2026 and August 14, 2026.

Noble failed to provide adequate assurances, or any supporting documentation, establishing Noble's ability or intent to timely perform on these Delivery Orders. Numerous customers and

Noble subcontractors have independently reached out to DLA, providing information suggesting a winding down of Noble's operations and seeking assistance in securing payment for sizable overdue balances, which preclude further performance on open obligations. Additionally, on August 11, 2026, Noble's Chief Legal Officer provided the following statement to DLA: "As I committed to keeping you apprised of Noble's situation, yesterday, we informed **all** of Noble's approximately 300 employees via a WARN notice that barring any new financing in the next 60 days, their last day of employment with Noble will be on or about October 9, 2026." (emphasis added). A corresponding article published in the Boston Business Journal on August 25, 2026 states

> Noble Supply and Logistics is laying off all of the people that report to its headquarters at One Marina Park Drive, according to a layoff notification filed with the state. The firm cited unspecified 'recent financial circumstances' for the closure, and wrote in its filing that it expects the loss of jobs to be permanent, and that the 59 people will not be able to take another role within the company. All affected employees, which the filing reads is all of the employees of the Boston office, have been informed that their final day will be within 14 days of or on Oct. 9, 2026.

This is consistent with the notification that Noble provided to DLA. Noble's August 24, 2026 letter confirmed that no payments would be made to Noble subcontractors unless it obtains financing and offered no concrete basis to conclude that such financing had or would be successfully obtained. Further communications from Noble's counsel in recent months have confirmed that Noble is financially unable to make agreed-upon payments to various complaining subcontractors. At no point in its letter were assurances provided, or the claim made, that Noble has ability or intent to complete performance against the referenced Delivery Orders. No supporting documentation or factual evidence was provided to corroborate such an ability.

Based on the lack of any reasonable assurances or documentation, the contracting officer has made the determination to terminate the Delivery Orders on the attached spreadsheets, in whole or in part, in accordance with paragraph (m), "Termination for Cause" of FAR clause 52.212-4, Contract Terms and Conditions – Commercial Items, of the contract. You are hereby advised that the material required under this Delivery Order may be purchased in the open market, and that your company may be liable for any excess costs of such re-procurement in addition to the administrative cost of termination for cause provided in the Delivery Orders.

It is the final decision of the contracting officer pursuant to paragraph (d), "Disputes" of FAR clause 52.212-4, that your company has failed to provide adequate assurances of its ability and intent to timely perform on these Delivery Orders.

Delivery of material after the date of this notice will not be considered for Goods Receipt posting and Proof of Delivery (POD) indicating delivery of material after the date of this notice will not be accepted or reviewed by DLA.

Excepting the above: Delivery Orders with partial performance will have their outstanding balances terminated. Any receipted balance will remain receipted, and if an invoice has not been

submitted to date, Noble must invoice for the outstanding amount that has been receipted. If Noble has already submitted an invoice for that receipted balance, no further action is needed.

You may appeal this decision under the said Disputes clause, which incorporates the Contract Disputes Act of 1978 (41 U.S.C. chapter 71). Pursuant to the Act, you may appeal the decision either to the Armed Services Board of Contract Appeals (the Board), or you may bring an action in the United States Court of Federal Claims. Depending on the manner in which you seek redress, one of the following will apply:

(a) If you appeal the decision to the Board, you must mail or otherwise furnish written notice thereof the Board within 90 days from the date you receive this decision. A copy shall be furnished to the contracting officer from whose decision your appeal is taken. The notice shall indicate that an appeal is intended, should reference this decision, and should identify the Delivery Order by number.

(b) If you initiate your action directly in the United States Court of Federal Claims, you are required to file such action within 12 months from the date you receive this decision.

The Rules of the Armed Services Board of Contract Appeals are set forth in Appendix A, Part 2 of the Department of Defense Federal Acquisition Regulation Supplement (DFARS). With respect to appeals to the Board, be advised of the following:

(a) If the amount in dispute is $10,000.00 or less, you may elect to have the appeal processed under the Small Claims (Expedited) Procedure, as provided by the rules of the Board.

(b) If the amount in dispute is $50,000.00 or less, you may elect to have the appeal processed under the Accelerated Procedure as provided by the rules of the Board.

The government reserves all rights and remedies provided by law and as provided by the contract.

Sincerely,

_____
John S. Cuorato Jr.
Contracting Officer

Encl.
Delivery Order Spreadsheets

EXHIBIT D-4

DEFENSE LOGISTICS AGENCY
TROOP SUPPORT
700 ROBBINS AVENUE
PHILADELPHIA, PENNSYLVANIA 19111-5092

DLA – Troop Support – Construction & Equipment August 27, 2026

NOTICE OF TERMINATION FOR CAUSE

Via Electronic Mail
Delivery and Read Receipts Requested
Noble Supply & Logistics
1 Marina Park Drive Suite 220
Boston, MA 02210-1873
ATTN: Mark Good

RE: Contract Nos. SPE8EJ-21-D-0036, SPE8EJ-21-D-0037, SPE8EJ-21-D-0022, SPE8EJ-21-D-1022, SPE8EJ-21-D-0028, and SPE8EJ-21-D-1028, and Delivery Orders Issued Thereunder Identified on the Attached Spreadsheet.

Dear Mr. Good,

By the Delivery Orders on the attached spreadsheets, issued under Contract Nos. SPE8EJ-21-D-0036 and SPE8EJ-21-D-0037, SPE8EJ-21-D-0022 and SPE8EJ-21-D-1022, and SPE8EJ-21-D-0028 and SPE8EJ-21-D-1028 Noble Supply & Logistics (Noble) was obligated to deliver the specified SOE TLS Program requirements within the contractual delivery dates. The total obligations comprise $1,622,180.67 in designated National Stock Number (NSN) items, $119,489,957.42 in specified SOE part number items and/or incidental services, and $41,587,763.62 in specified SOE Tents part number items and/or incidental services.

For Delivery Orders issued under Contract Nos. SPE8EJ-21-D-0036 and SPE8EJ-21-D-0037, to have made delivery within the required delivery schedule, delivery was required between April 6, 2023 and August 10, 2026, as identified on the attached spreadsheet. To date, $1,512,848.98 of this material has not been delivered timely.

For Delivery Orders issued under Contract Nos. SPE8EJ-21-D-0022 and SPE8EJ-21-D-1022, to have made delivery within the required delivery schedule, delivery was required between July 27, 2022 and August 10, 2026, as identified on the attached spreadsheet. To date, $108,150,504.11 of this material has not been delivered timely.

For Delivery Orders issued under Contract Nos. SPE8EJ-21-D-0028 and SPE8EJ-21-D-1028, to have made delivery within the required delivery schedule, delivery was required between November 30, 2024 and August 7, 2026, as identified on the attached spreadsheet. To date, $41,046,989.73 of this material has not been delivered timely.

Noble received a Show Cause Notice dated August 13, 2026 for Contract Nos. SPE8EJ-21-D-0036 and SPE8EJ-21-D-0037 and Show Cause Notices dated August 14, 2024 for Contract Nos. SPE8EJ-21-D-0022 and SPE8EJ-21-D-1022 and Contract Nos. SPE8EJ-21-D-0028 and

SPE8EJ-21-D-1028. These Notices advised that failure to complete performance on or before the dates required by the Delivery Orders on the attached spreadsheet constituted a default of performance and cause for termination of the delivery orders in accordance with paragraph (m), "Termination for Cause" of FAR clause 52.212-4, Contract Terms and Conditions – Commercial Items, of the contract. The Show Cause Notices further advised Noble to present reasons for the failure of timely performance to the extent that such causes were beyond Noble's control and without Noble's fault or negligence within the meaning of paragraph (f), "Excusable Delays" of the above clause. Noble's response was requested within ten days of the date of receipt of the Show Cause Notice.

On August 24, 2026, Noble Chief Legal Officer Gary Campbell responded with the same letter to each of the Show Cause Notices sent on August 13, 2026 and August 14, 2026.

None of Noble's assertions adequately addressed reasons for the failure of timely performance to the extent that such causes were beyond Noble's control and without Noble's fault or negligence within the meaning of paragraph (f), "Excusable Delays" of the above clause. Mr. Campbell did not provide any additional information indicating how Noble planned to fill these orders, but merely sought to question the basis for DLA's action.

Noble's failure to timely complete performance on each of the subject Delivery Orders by delivery of the entire quantity required by each delivery order within the time specified on the attached spreadsheets constitutes a default of performance. Based on that failure of performance, the contracting officer has made the determination to terminate the Delivery Orders, in whole or in part, as specified in the attached spreadsheets, in accordance with paragraph (m), "Termination for Cause" of FAR clause 52.212-4, Contract Terms and Conditions – Commercial Items, of the contract. You are hereby advised that the material required under this Delivery Order may be purchased in the open market, and that your company may be liable for any excess costs of such re-procurement in addition to the administrative cost of termination for cause provided in the Delivery Orders.

It is the final decision of the contracting officer pursuant to paragraph (d), "Disputes" of FAR clause 52.212-4, that your company has failed to make timely delivery under these Delivery Orders, and that such failure was not due to excusable causes.

Further, Noble's breach of the Delivery Orders constitutes a corresponding default of obligations under Noble's SOE TLS Contract, SPE8EJ-21-D-0022, and all related administrative contracts, warranting the termination for cause of those contracts pursuant to the same clause.

Delivery of material after the date of this notice will not be considered for Goods Receipt posting and Proof of Delivery (POD) indicating delivery of material after the date of this notice will not be accepted or reviewed by DLA.

Excepting the above: Delivery Orders with partial performance will have their outstanding balances terminated. Any receipted balance will remain receipted, and if an invoice has not been submitted to date, Noble must invoice for the outstanding amount that has been receipted. If Noble has already submitted an invoice for that receipted balance, no further action is needed.

You may appeal this decision under the said Disputes clause, which incorporates the Contract Disputes Act of 1978 (41 U.S.C. chapter 71). Pursuant to the Act, you may appeal the decision either to the Armed Services Board of Contract Appeals (the Board), or you may bring an action in the United States Court of Federal Claims. Depending on the manner in which you seek redress, one of the following will apply:

(a) If you appeal the decision to the Board, you must mail or otherwise furnish written notice thereof the Board within 90 days from the date you receive this decision. A copy shall be furnished to the contracting officer from whose decision your appeal is taken. The notice shall indicate that an appeal is intended, should reference this decision, and should identify the Delivery Order by number.

(b) If you initiate your action directly in the United States Court of Federal Claims, you are required to file such action within 12 months from the date you receive this decision.

The Rules of the Armed Services Board of Contract Appeals are set forth in Appendix A, Part 2 of the Department of Defense Federal Acquisition Regulation Supplement (DFARS). With respect to appeals to the Board, be advised of the following:

(a) If the amount in dispute is $10,000.00 or less, you may elect to have the appeal processed under the Small Claims (Expedited) Procedure, as provided by the rules of the Board.

(b) If the amount in dispute is $50,000.00 or less, you may elect to have the appeal processed under the Accelerated Procedure as provided by the rules of the Board.

The government reserves all rights and remedies provided by law and as provided by the contract.

Sincerely,

_____
John S. Cuorato Jr.
Contracting Officer

Encl.
Delivery Order Spreadsheets

EXHIBIT E

Invoice Number	Contract Number	DLA DO#	CLIN#	Item	Quantity	Description	Amount	Delivery Date
V2387100	SPE8EH24D0003	SPE8EX25FX013	2	OLN0000004190	20	2 PC Flight Suit Pant Military V2	$ 5,378.20	7/10/2025
V2387100	SPE8EH24D0003	SPE8EX25FX013	5	OLN0000004188	20	2-Piece Flight Suit Pant - Military	$ 5,378.20	7/10/2025
V2387100	SPE8EH24D0003	SPE8EX25FX013	6	OLN0000004189	20	2 PC Flight Suit Pant Military V2	$ 5,378.20	7/10/2025
V2387100	SPE8EH24D0003	SPE8EX25FX013	1	OLN0000004186	20	2-Piece Flight Suit Jacket - NAVAIR	$ 5,011.80	7/10/2025
V2387100	SPE8EH24D0003	SPE8EX25FX013	3	OLN0000004187	20	2-Piece Flight Suit Jacket - NAVAIR	$ 5,011.80	7/10/2025
V2387100	SPE8EH24D0003	SPE8EX25FX013	4	OLN0000004185	20	2-Piece Flight Suit Jacket - NAVAIR	$ 5,011.80	7/10/2025
V2495664	SPE8EJ21D0028	SPE8EM25FW04E	2	1514004	1	Installations for upgrade	$ 14,190.00	3/19/2026
V2468493	SPE8EJ21D0022	SPE8EL26FW1FK	1	1650035	52	800W, 12V, 100-240 VAC M192 Power Supply	$ 513,064.24	7/9/2026
VHS003757	SPE8EH19D0017	SPE8EX23FW0CQ	2	1253997	3	1 day of OEM certified, on-site training	$ 12,043.95	7/15/2026
V2475961	SPE8EJ21D0022	SPE8EL26FW0EY	1	1615123	1	Floor Mount Server Rack Cabinet	$ 16,384.00	7/22/2026
V2496319	SPE8EJ21D0022	SPE8EL26FW0U6	1	1622212	20	Tactical Accessories Kit	$ 27,403.40	7/27/2026
V2496320	SPE8EJ21D0022	SPE8EL26FW0U7	1	1622211	20	Tactical Accessories Kit	$ 27,403.40	7/27/2026
V2496322	SPE8EJ21D0028	SPE8EM25FW06N	2	1580270	1	Mission Ready Storage Workspace 3	$ 87,302.82	7/27/2026
V2496322	SPE8EJ21D0028	SPE8EM25FW06N	1	1580269	1	Mission Ready Storage Workspace 2	$ 21,608.16	7/27/2026
V2496322	SPE8EJ21D0028	SPE8EM25FW06N	3	1580271	1	Mission Ready Storage Workspace 4	$ 11,279.90	7/27/2026
V2492066	SPE8EJ21D0022	SPE8EL26FW1LM	1	1647469	1	STEEL TOED TACTICAL BOOTS (COYOTE, 6R, 8989) ($201.99) SIZE 6 REGULAR	$ 160.65	7/29/2026
V2479389	SPE8EJ21D0022	SPE8EL26FW01F	1	1589353	4	Single axis	$ 362,517.96	7/30/2026
V2479392	SPE8EJ21D0022	SPE8EL26FW0XF	3	1629325	8	S2V, HOT WEATHER, SOFT TOE, LEATHER INSTEP, COYOTE BROWN, 10.5ME	$ 1,554.48	7/30/2026
V2479392	SPE8EJ21D0022	SPE8EL26FW0XF	1	1629323	6	S2V, HOT WEATHER, SOFT TOE, LEATHER INSTEP, COYOTE BROWN, 9ME	$ 1,165.86	7/30/2026
V2479392	SPE8EJ21D0022	SPE8EL26FW0XF	2	1629324	6	S2V, HOT WEATHER, SOFT TOE, LEATHER INSTEP, COYOTE BROWN, 9.5ME	$ 1,165.86	7/30/2026
V2479392	SPE8EJ21D0022	SPE8EL26FW0XF	4	1629326	3	S2V, HOT WEATHER, SOFT TOE, LEATHER INSTEP, COYOTE BROWN, 11ME	$ 582.93	7/30/2026
V2479392	SPE8EJ21D0022	SPE8EL26FW0XF	5	1629327	2	S2V, HOT WEATHER, SOFT TOE, LEATHER INSTEP, COYOTE BROWN, 11.5ME	$ 388.62	7/30/2026
V2490859	SPE8EJ21D0022	SPE8EL26FW1K3	1	1657360	10	DTS1 ETHERNET/RESET/RS232 Cable assembly for J2	$ 10,973.40	7/30/2026
V2490859	SPE8EJ21D0022	SPE8EL26FW1K3	3	1657362	10	DTS1 Power input cable for J1 (no power supply)	$ 9,803.90	7/30/2026
V2490859	SPE8EJ21D0022	SPE8EL26FW1K3	2	1657361	10	DTS-1 Ethernet cable assembly for J3	$ 9,742.90	7/30/2026
V2483734	SPE8EJ21D0022	SPE8EL26FW114	1	1632286	500	Ruggedized hardware in support of the Navy's mission critical and performance objectives.	$ 1,830,625.00	7/31/2026
V2490774	SPE8EJ21D0022	SPE8EL26FW0UB	1	1617784	3	MINI FAST SOLID STATE ANTENNA TRACKING SYSTEM - MULTI BEAM TROPO 4.4GHZ-5.0GHZ - GREY	$ 73,293.00	8/3/2026
V2490774	SPE8EJ21D0022	SPE8EL26FW0UB	5	1617788	3	EXTENDED WARRANTY - 2 YEARS	$ 25,620.21	8/3/2026

Invoice Number	Contract Number	DLA DO#	CLIN#	Item	Quantity	Description	Amount	Delivery Date
V2490774	SPE8EJ21D0022	SPE8EL26FW0UB	2	1617785	3	BATS INTEGRATED DIGITAL GPS COMPASS - GREY WITH BTS-0C27- 36IN-MRN	$ 17,423.82	8/3/2026
V2490774	SPE8EJ21D0022	SPE8EL26FW0UB	4	1617787	3	MAN PORTABLE HARDENED TRAVEL CASE FOR MINI FAST GPS AND MOUNTING BRACKETS	$ 9,447.45	8/3/2026
V2490774	SPE8EJ21D0022	SPE8EL26FW0UB	3	1617786	3	BSM TOP PLATE - 350 SERIES MINI FAST ANTENNA PLUS ADDITIONAL OFF SET BRACKET	$ 7,365.81	8/3/2026
V2495667	SPE8EJ21D1022	SPE8EL26FW151	6	1624618	49	TSM-X ANTENNA CASE	$ 25,690.70	8/3/2026
V2493056	SPE8EH24D0003	SPE8EX26FW01H	14	1606771	28	4X50' Cpld 4Stz Yellow Hfx Nitrile Rubber Hose	$ 14,722.40	8/4/2026
V2493056	SPE8EH24D0003	SPE8EX26FW01H	10	1606767	20	2.5" x 50' Coupled 2.5NH Red Polyester Double Jacket Conquest Hose	$ 8,536.00	8/4/2026
V2493056	SPE8EH24D0003	SPE8EX26FW01H	11	1606768	10	3" x 50' Coupled 2.5NH Yellow Polyester Double Jacket Conquest Hose	$ 5,401.00	8/4/2026
V2493056	SPE8EH24D0003	SPE8EX26FW01H	8	1606765	10	2.5" x 50' Coupled 2.5NH Green Polyester Double Jacket Conquest Hose	$ 4,268.00	8/4/2026
V2493056	SPE8EH24D0003	SPE8EX26FW01H	9	1606766	10	2.5" x 50' Coupled 2.5NH Yellow Polyester Double Jacket Conquest Hose	$ 4,268.00	8/4/2026
V2493056	SPE8EH24D0003	SPE8EX26FW01H	15	1606772	5	4X100' Cpld 4Stz Yellow Hfx Nitrile Rubber Hose	$ 4,092.00	8/4/2026
V2493056	SPE8EH24D0003	SPE8EX26FW01H	1	1606758	10	1.75" x 50' Coupled 1.5NH Yellow Polyester Double Jacket Conquest Hose	$ 3,432.00	8/4/2026
V2493056	SPE8EH24D0003	SPE8EX26FW01H	4	1606761	10	1.75" x 50' Coupled 1.5NH Orange Polyester Double Jacket Conquest Hose	$ 3,432.00	8/4/2026
V2493056	SPE8EH24D0003	SPE8EX26FW01H	5	1606762	5	1.75" x 100' Coupled 1.5NH Yellow Polyester Double Jacket Conquest Hose	$ 3,234.00	8/4/2026
V2493056	SPE8EH24D0003	SPE8EX26FW01H	12	1606769	5	3" x 50' Coupled 2.5NH Green Polyester Double Jacket Conquest Hose	$ 2,700.50	8/4/2026
V2493056	SPE8EH24D0003	SPE8EX26FW01H	6	1606763	3	1.75" x 100' Coupled 1.5NH Red Polyester Double Jacket Conquest Hose	$ 1,940.40	8/4/2026
V2493056	SPE8EH24D0003	SPE8EX26FW01H	7	1606764	3	1.75" x 100' Coupled 1.5NH Blue Polyester Double Jacket Conquest Hose	$ 1,940.40	8/4/2026
V2493056	SPE8EH24D0003	SPE8EX26FW01H	2	1606759	5	1.75" x 50' Coupled 1.5NH Red Polyester Double Jacket Conquest Hose	$ 1,716.00	8/4/2026
V2493056	SPE8EH24D0003	SPE8EX26FW01H	3	1606760	5	1.75" x 50' Coupled 1.5NH Blue Polyester Double Jacket Conquest Hose	$ 1,716.00	8/4/2026
V2493056	SPE8EH24D0003	SPE8EX26FW01H	13	1606770	3	4X25' Cpld 4Stz Yel Hfx Sj Nitr Hose	$ 1,138.50	8/4/2026
V2493396	SPE8EJ21D0022	SPE8EL25FW3L4	2	1583862	1	CPS 6820-JOC-AUDIO-INS Communication System Install	$ 30,800.00	8/4/2026
V2485269	SPE8EJ21D0022	SPE8EL26FW1GV	1	1654110	1465	Rev OI, Plate, Plug - G-10 PHENOLIC Plate per Mil-I-24768/2-	$ 13,917.50	8/6/2026
V2482688	SPE8EJ21D0022	SPE8EL26FW1JW	1	1660987	2	High Precision Surveying Receiver	$ 85,922.48	8/7/2026
V2488189	SPE8EH24D0003	SPE8EX25FW017	2	1457220	1	2025 North River 32' x 11' Liberty Patrol Vessel	$ 694,423.87	8/7/2026
V2493354	SPE8EJ21D0022	SPE8EL25FW3GK	1	1579873	6	EUCOM EOD DR-SKO Sustainment kit	$ 723,792.36	8/7/2026
V2494234	SPE8EJ21D0022	SPE8EL26FW0KV	1	1622529	1	CLEARFORCE TACTICAL KIT	$ 45,830.57	8/7/2026
V2497327	SPE8EJ21D0022	SPE8EL26FW0XF	6	1629328	2	S2V, HOT WEATHER, SOFT TOE, LEATHER INSTEP, COYOTE BROWN, 13ME	$ 388.62	8/10/2026

Invoice Number	Contract Number	DLA DO#	CLIN#	Item	Quantity	Description	Amount	Delivery Date
V2485093	SPE8EJ21D0022	SPE8EL25FW34V	1	1544927	1	Nellis AFB 53 TEG Det 1 Networking and Communication Module- 10 Desks	$ 163,057.00	8/11/2026
V2486014	SPE8EJ21D0022	SPE8EL26FW14N	2	1616648	1	Certified installation	$ 11,949.33	8/12/2026
V2492424	SPE8EJ21D0022	SPE8EL26FW1B8	1	1646362	1600	Flash memory	$ 60,704.00	8/13/2026
V2490309	SPE8EJ21D0022	SPE8EL26FW142	1	1622388	1	Tactical Edge Secure Communication Module	$ 39,249.94	8/14/2026
V2490815	SPE8EJ21D0022	SPE8EL26FW0JJ	1	1600635	1	N2 Generator Booster	$ 43,780.56	8/14/2026
V2494286	SPE8EJ21D0022	SPE8EL26FW1BG	1	1621749	11	Hardware Samsung Galaxy XCover6 Pro Tactical Edition Tactical Edition 3.0 with Mission Support Perpetual License Bundle	$ 16,198.60	8/14/2026
V2494286	SPE8EJ21D0022	SPE8EL26FW1BG	3	1621751	11	Mount Bunker Supply MAAK Chest for XC6P/XC7P Module Ready (Coyote Tan)	$ 1,994.30	8/14/2026
V2494286	SPE8EJ21D0022	SPE8EL26FW1BG	2	1621750	11	Case Bunker Supply MAAK XC6P/XC7P (Coyote Tan)	$ 886.82	8/14/2026
V2494312	SPE8EH24D0003	SPE8EX24FW0JR	1	1417673	1	Air National Guard RDS New Equipment Training	$ 9,961.23	8/14/2026
V2490865	SPE8EJ21D0022	SPE8EL26FW0ZQ	1	1624127	576	SMA JACK END-LAUNCH ASSEMBLY	$ 28,638.72	8/17/2026
V2491894	SPE8EJ21D0028	SPE8EM24FW04K	1	1446422	1	POWER DISTRIBUTION LOAD BANK	$ 330,047.91	8/17/2026
V2491894	SPE8EJ21D0028	SPE8EM24FW04K	2	1446423	1	POWER DISTRIBUTION TRANSFORMER	$ 281,497.96	8/17/2026
V2490773	SPE8EJ21D0022	SPE8EL26FW0SV	1	1624090	1	Clinserts Kit	$ 151,784.79	8/18/2026
V2493442	SPE8EH24D0003	SPE8EX24FW0JR	1	1417673	1	Air National Guard RDS New Equipment Training	$ 9,961.23	8/18/2026
V2494204	SPE8EJ21D0022	SPE8EL26FW05Y	1	1602399	10	ITAR PLUG ASSY 3#20 90K W/INSULATOR & NCC APPLIED TO NITRONIC 50 PLUG BODY	$ 15,163.50	8/18/2026
V2490311	SPE8EJ21D0022	SPE8EL26FW1JQ	1	1664752	1	ACCESS DH2	$ 139,589.85	8/19/2026
V2490311	SPE8EJ21D0022	SPE8EL26FW1JQ	3	1664754	1	98-0765	$ 3,182.79	8/19/2026
V2490311	SPE8EJ21D0022	SPE8EL26FW1JQ	4	1664755	1	Probe Kit DH2	$ 2,154.85	8/19/2026
V2490311	SPE8EJ21D0022	SPE8EL26FW1JQ	2	1664753	1	Kit 4 Wire BK 2841 DH2	$ 2,032.28	8/19/2026
V2490311	SPE8EJ21D0022	SPE8EL26FW1JQ	5	1664756	2	Probe 4 Wire 50Mil Plate Block A SMA DH2	$ 997.60	8/19/2026
V2490814	SPE8EJ21D0022	SPE8EL26FW16W	1	1642778	3	VPXtra400DW-IQI 3U VPX Ruggedized power supply card for harsh computing environments.	$ 18,914.94	8/19/2026
V2494292	SPE8EJ21D0022	SPE8EL26FW006	2	1568779	1	Air Jam level 1 training course;	$ 1,575.00	8/20/2026
V2492075	SPE8EJ21D1022	SPE8EL26FW06X	1	1602765	1	CONFIGURATION VARIANCE LOG	$ 0.01	8/24/2026
V2492075	SPE8EJ21D1022	SPE8EL26FW06X	28	1602795	1	PAYLOAD TEST DATA/INERT ROUND TEST DATA	$ 0.01	8/24/2026
V2493355	SPE8EJ21D0022	SPE8EL26FW1QL	1	1673591	6	Version 17 virtual ADSI for TCP/IP	$ 344,775.18	8/24/2026
V2493378	SPE8EJ21D0022	SPE8EL26FW1FL	1	1621106	5250	Plastic 3-D Ivan Military Target	$ 228,690.00	8/24/2026
V2493435	SPE8EJ21D0022	SPE8EL26FW1S4	1	1625061	6	One-Way Cable, 10' (120") with USB (Labor, documentation, materials and shipping costs included)	$ 30,497.82	8/24/2026
V2495178	SPE8EJ21D1022	SPE8EL26FW06Y	6	1602768	1	EQUIPMENT SUPPORT	$ 59,165.30	8/24/2026
V2497464	SPE8EJ21D1022	SPE8EL26FW06X	18	1602785	1	ANDURIL SYSTEM TRAINING	$ 933,747.04	8/24/2026
V2497464	SPE8EJ21D1022	SPE8EL26FW06X	19	1602786	1	FIELD SERVICE SUPPORT	$ 285,574.65	8/24/2026
V2492272	SPE8EJ21D0022	SPE8EL26FW11D	1	1634845	36	Ruggedized IP PTZ camera, thermal	$ 1,266,370.20	8/25/2026
V2492726	SPE8EJ21D0022	SPE8EL24FW1WS	246	1377755	1	Arsenal Level 2 Integration Svcs and support	$ 35,700.00	8/25/2026

Invoice Number	Contract Number	DLA DO#	CLIN#	Item	Quantity	Description	Amount	Delivery Date
V2493120	SPE8EJ21D0022	SPE8EL26FW1G3	1	1654125	2	Leica Absolute Tracker ATS800	$ 712,056.50	8/26/2026
V2493120	SPE8EJ21D0022	SPE8EL26FW1G3	2	1654126	2	MST138 Portable Precision Carbon Tripod	$ 11,365.86	8/26/2026
V2493120	SPE8EJ21D0022	SPE8EL26FW1G3	3	1654127	2	MAS141 Tripod Transportation Case	$ 2,284.06	8/26/2026
V2493445	SPE8EL26FW1GV	SPE8EL26FW1GV	1	1654110	264	Rev OI, Plate, Plug - G-10 PHENOLIC Plate per Mil-I-24768/2-	$ 2,508.00	8/26/2026
V2496778	SPE8EJ21D1022	SPE8EL26FW06Y	3	1602763	16	ALTIUS 600MV (INERT)	$ 3,357,697.60	8/26/2026
V2496778	SPE8EJ21D1022	SPE8EL26FW06Y	7	1602769	16	LAUNCHER SYSTEM (Tactical)	$ 962,784.00	8/26/2026
V2496778	SPE8EJ21D1022	SPE8EL26FW06Y	5	1602767	16	DEPLOYABLE TRANSPORT CASES	$ 98,564.16	8/26/2026
V2493047	SPE8EJ21D0022	SPE8EL26FW1HQ	1	1665331	23	FR, III, EFRCE, SHIRT, DRIFIRE, 2XLR	$ 7,430.15	8/27/2026
V2493047	SPE8EJ21D0022	SPE8EL26FW1HQ	7	1665337	2	FR, III, EFRCE, TROUSER, DRIFIRE, LGS	$ 972.00	8/27/2026
V2493047	SPE8EJ21D0022	SPE8EL26FW1HQ	9	1665339	2	FR, III, EFRCE, TROUSER, DRIFIRE, XXLR	$ 972.00	8/27/2026
V2493047	SPE8EJ21D0022	SPE8EL26FW1HQ	4	1665334	2	DRIFIRE FORTREX FR COMBAT SHIRT-NWUIII-2XL	$ 710.74	8/27/2026
V2493047	SPE8EJ21D0022	SPE8EL26FW1HQ	8	1665338	2	DRIFIRE FORTREX FR COMBAT SHIRT-NWUIII-2XL	$ 710.74	8/27/2026
V2493047	SPE8EJ21D0022	SPE8EL26FW1HQ	3	1665333	2	FR, III, EFRCE, TROUSERS, DRIFIRE, XLS	$ 646.16	8/27/2026
V2493047	SPE8EJ21D0022	SPE8EL26FW1HQ	2	1665332	2	FR, III, EFRCE, TROUSER, DRIFIRE, MDL	$ 646.12	8/27/2026
V2493047	SPE8EJ21D0022	SPE8EL26FW1HQ	5	1665335	2	FR, III, EFRCE, SHIRT, DRIFIRE, LGS	$ 646.12	8/27/2026
V2493047	SPE8EJ21D0022	SPE8EL26FW1HQ	6	1665336	2	FR, III, EFRCE, SHIRT, DRIFIRE, XLS	$ 646.12	8/27/2026
V2493394	SPE8EJ21D0022	SPE8EL26FW0VX	1	1630208	14	SUITCASE, MAM	$ 44,473.94	8/27/2026
V2493394	SPE8EJ21D0022	SPE8EL26FW0VX	2	1630209	7	SUITCASE, MAM	$ 22,487.01	8/27/2026
V2493394	SPE8EJ21D0022	SPE8EL26FW0VX	3	1630210	7	FOAM PADDING	$ 2,845.29	8/27/2026
V2493394	SPE8EJ21D0022	SPE8EL26FW0VX	4	1630211	7	FOAM PADDING	$ 2,845.29	8/27/2026
V2493394	SPE8EJ21D0022	SPE8EL26FW0VX	5	1630212	7	FOAM PADDING	$ 2,845.29	8/27/2026
V2493444	SPE8EJ21D0022	SPE8EL26FW10B	1	1637577	132	Coupling Ring	$ 5,302.44	8/27/2026
						Total	**$ 14,566,268.02**	