

STATEMENT OF WORK FOR  
REPAIR PART SUPPLY SUPPORT FOR  
SHOP EQUIPMENT, WELDING (SEW)

1. PURPOSE: This Statement Of Work (SOW) delineates the contractor's responsibility to provide repair parts to the Government for those items that will not have National Stock Numbers (NSNs) initially assigned and to provide a parts list for high demand items to assist the government in NSN assignment.

2. APPLICABLE DOCUMENTS: This document shall be used in conjunction with Instructions for Requisitioning Parts from Commercial Sources (encl 1), an example parts order form (encl 2), Military Shipment Label and guidance procedures (encl 3), and Shipment Priority Codes information (encl 4).

3. REQUIREMENTS:

3.1. The contractor shall be responsible for the performance of the requirements specified under paragraph 3 throughout the life of the SEW contract. Upon conclusion of that contract, the Government may negotiate for an additional 5-year repair part supply support. The contractor shall insert the substance of this SOW into all subcontractors' contracts.

3.2. The contractor shall be responsible and maintain the capability to process requisitions by Government agencies through several methods:

3.2.1. Method 1: Contractors that receive orders through the government's use of the information contained in the Instructions for Requisitioning Parts from Commercial Sources (encl 1) shall have the capability to process that requisition information from Government activities by either electronic or conventional mail. The contractor shall provide a POC who shall be identified by an e-mail address as well as a conventional mail address with telephone number in the system's technical manual. Contractors that also have a website and/or a 1-800 phone number shall also furnish that info in the technical manual. A separate SOW covers the system manual's requirements. Subject POC shall be identified to the Government's contracting officer NLT then 30 days prior to delivery of the first unit produced.

3.2.2. Method 2: Contractors that receive orders through the use of the "parts order form" (encl 2 (example)) provided in

the system's manual shall have the capability to process that requisition from government activities by either electronic or conventional mail or over the phone. The "parts order form" is mandated in a separate SOW for publications. The following method shall be utilized to ship those parts.

3.2.2.1. VERIFICATION REQUIREMENT: The contractor shall verify that orders placed with the "parts order form" have all the necessary information filled out by the user in order to process and ship the required part. If the contractor receives a "parts order form" in hard copy that is missing necessary information to allow shipment, the contractor shall attempt to contact the requesting unit or individual through phone if possible to gain the additional information. If no phone number is listed, the contractor shall contact the government's contracting officer stating the problem and the government shall assist in providing the necessary information. If a contractor is taking an order over the phone, the contractor shall insure that they request and document all the necessary information on the order form in order to ship the required parts.

3.2.2.3. MILITARY SHIPMENT LABEL: Upon verification that all required information is received, the contractor shall process and ship the required parts with a Military Shipment Label (DD FORM 1387)(encl 3) attached to the package that is completely filled out in accordance with the definitions and requirements provided in encl 3. The contractor shall retain necessary copies of the DD FORM 1387 for use during the contract period.

3.2.2.4. The contractor shall ship all parts ordered by the "parts order form" to only areas within the Continental United States (CONUS). Orders placed by units stationed within CONUS shall be shipped directly to them. Orders placed by units stationed Outside CONUS (OCONUS), shall be shipped to a Bulk Break Point within CONUS. Information pertaining to Bulk Break Points based on OCONUS location is discussed in encl 3. That Government operated CONUS BBP shall assume responsibility upon receipt of the package and shall military ship the item to the OCONUS unit based on the Required Delivery Date (RDD) and Priority Designator (PD) (see encl 4 for RDD and PD definitions). Dependent upon the Priority Designator and RDD designated by the requisitioner, the contractor shall utilize the following methods to insure shipment to CONUS units and CONUS BBPs within the designated timeframe.

- i. FED EX, Priority, UPS, etc. for those items needed in a short time frame.

ii. Normal U.S. mail for those items with a long time priority code.

3.3. The contractor shall accept and process all requisitions within two days from receipt of the requisition. The contractor shall issue for shipment items in inventory within 5 business days. For those items not in inventory, the contractor shall notify the requisitioner within 5 business days of the estimated day of delivery. If the estimated delivery date slips, the contractor shall notify the requisitioner of the slippage and the "new" delivery date within five business days after the original estimated delivery date. The contractor shall fill all requisitions for repair parts that are not in inventory within 90 days after the contractor received the requisition. If the contractor does not meet the 90 day suspense for any requisition, the contractor shall furnish to the government's contracting officer, within 2 business days, all that requisition's information (to include but not limited to initial requisition date, requisitioner, and part number), the rationale for not meeting the 90 day suspense, and an estimated time to actually fill the requisition. If that requisitioned part deadlines (i.e. renders the entire system inoperable) the Shop Equipment, Welding, the contractor shall pay a penalty of \$50 per day to the Government for every day that that requisition exceeds the 90 day maximum. The Government will total all penalties by calendar year and deduct the penalty sum from the next year's contractor's support payment. For those late delivered requisitions that do not deadline the SEW system, the government reserves the right to negotiate compensation for that requisition not filled within the 90 day period.

3.4. DEMAND HISTORY: Once a year beginning the day the first SEW system is fielded and throughout the contract period, the contractor shall provide the government's contracting officer a list of items that were ordered during that year. The list shall contain the part number, item name and qty ordered. Subject list shall be utilized by the government in follow on determinations as to whether National Stock Numbers shall be assigned for those items.

3.5. HIGH DEMAND ITEMS LISTING: The contractor shall perform a demand analysis on the SEW system and shall submit to the government's contracting officer, one week prior to the first unit produced, a list of spares, repairs, consumables and tools that the contractor's analysis shows will be needed within a 2 year period after fielding of the first unit. That analysis shall be conducted utilizing the contractor's own

list of components, the contractor's own prepared system's manual, and any called out in commercial literature for major assemblages. The contractor shall bear the responsibility to coordinate with its subcontractors in the development of that list. The list shall have the following data elements: Original Equipment Manufacturer's (OEM) Commercial And Government Entity (CAGE) code, OEM part number, item name, full description, a picture or illustration, unit of issue, quantity per system, and estimated price. In the event the item's price is determined by the Government to appear unreasonable, the Government reserves the right to negotiate in good faith a fair and reasonable price. This High Demand List shall be utilized by the Government to establish National Stock Numbers. The Government reserves the right to add to or delete from this list, as it deems necessary.

#### 4.0. QUALITY ASSURANCE PROVISIONS:

4.1. Unless otherwise specified in the contract, the contractor is responsible for the performance of quality inspections/review to insure the requirements of paragraph 3 of this SOW are met. The Government reserves the right to witness/perform any quality inspection review to assure SOW compliance.

4.2. Failure to fulfill requirements of paragraph 3 shall be cause for rejection of any or all of the required deliverables required from this SOW.

4.3. Concerning paragraph 3.3. and the 90 day delivery requirement, verifications of delays shall be either by the contractor's own admission in accordance with 3.3. or by receipt of user/requesting unit ordering data with dates.

#### 5.0. PACKAGING:

5.1. All deliverables required in this SOW shall be packaged utilizing best commercial practice provided they meet the requirements of this SOW.

5.2. Deliverables to the government's contracting officer shall be sent via a method determined by the contractor provided that method insures delivery in accordance with this SOW's requirements/timeframes.

5.3. Deliverables to the government of ordered parts shall be packaged in accordance with all Federal, State, and Local laws

and shall have DD FORM 1387 (Military Shipment Label) completely filled out and attached to the package.

6.0. NOTES: The following information is general in nature and is not mandatory in this SOW but only to provide additional information.

6.1. INTENDED USE: The intent of this SOW is to obtain supply support for the ordering of non-NSN spares/repairs/consumables and tools from the contractor. It also to intended to obtain a list of high demand items to be utilized for NSN establishment.

6.2. SOW BASIS: This SOW was written to fulfill Combat Developer requirements as agreed upon in the SEW's Supportability Strategy (ILS Plan).

6.3. SEW: SEW is the acronym for Shop Equipment, Welding which is the approved Federal Item Name for the system the supply support will cover.

6.4. TM: Technical Manual. The Technical Manual (or System's Manual) referenced within this SOW is covered by its own SOW for Publications.

6.5. CDRL: Contract Data Requirements List. The contracting officer should have a separate CLIN for supply support stated so that this cost doesn't become a "hidden" cost.