



### **WEXMAC 2.0 Industry Day**

Presented to:

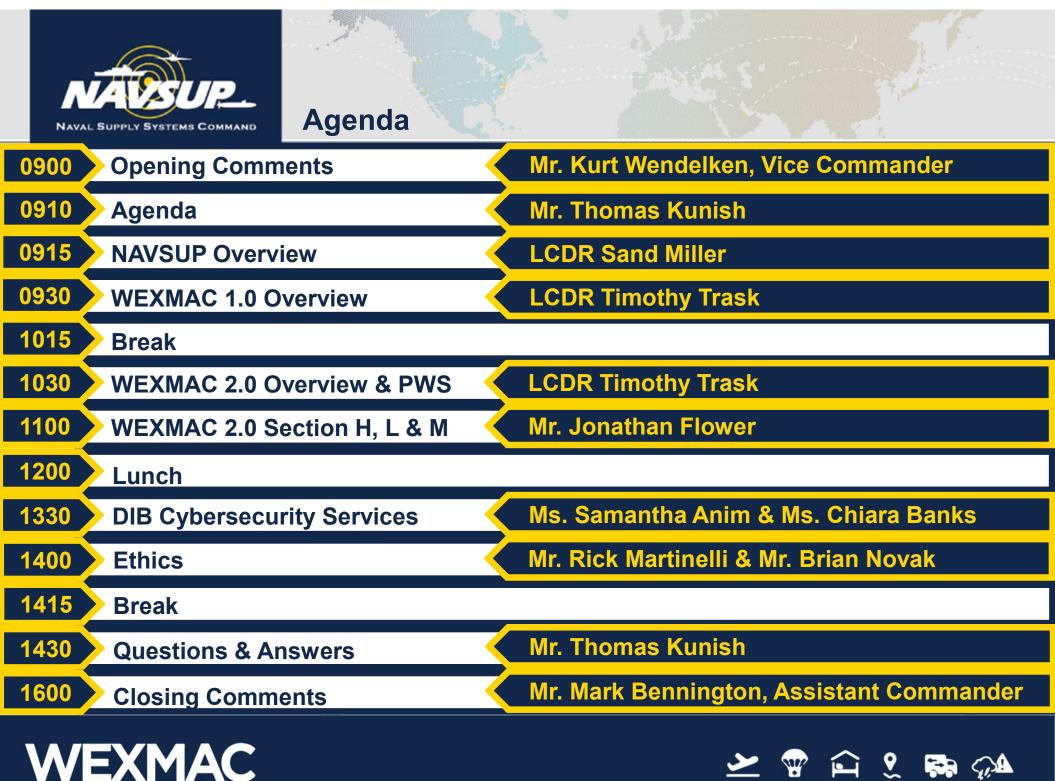
**Industry Partners** 

#### **READY. RESOURCEFUL. RESPONSIVE.**

Presented by: SUP 02, Contracting Directorate 27 March 2024









Provide all interested contractors information on the contents of the draft RFP for the WEXMAC and to start the conversation for any questions that may arise with the eventual RFP.

Intent

- Information presented is considered "draft" meaning, the approach, ELIN structure, PWS, etc., are not considered final and therefore subject to change.
- If there are any discrepancies between this brief and the released RFP, the information in the released RFP will take precedence.
- Encourage all contractors to provide as much feedback as possible on any ideas that we present today.











### **NAVSUP** Overview

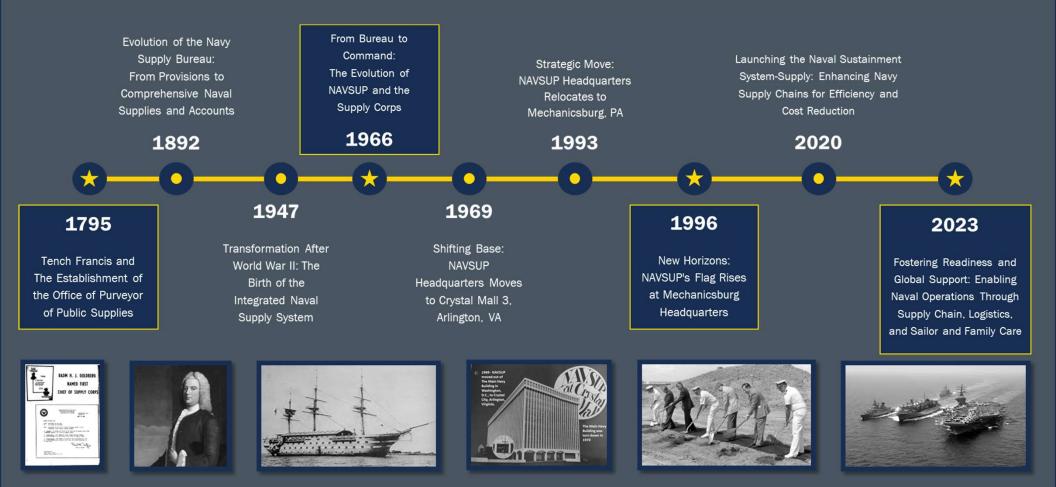
Presented to: Industry Partners Presented by: LCDR Sand Miller 27 March 2024







### **NAVSUP History**





### **NAVSUP** Mission

### WEAPON SYSTEMS SUPPORT

Provides program and supply support for the weapon systems that keep our naval forces mission ready.

### **FLEET LOGISTICS CENTERS**

Globally postured to deliver integrated logistics, contracting services, ordnance and facilitate transportation.

### NAVAL SUPPLY SYSTEMS COMMAND

### NAVAL EXCHANGE COMMAND

Oversees Navy Exchange and Navy Lodge facilities worldwide.

### **BUSINESS SYSTEMS COMMAND**

Provides premier information technology supporting logistics, supply chain management, transportation, finance, and accounting.



### **NAVSUP Enterprise**







### **WEXMAC 1.0 Overview**

Presented to:

**Industry Partners** 

#### **READY. RESOURCEFUL. RESPONSIVE.**

Presented by: LCDR Timothy Trask 27 March 2024







### **WEXMAC 1.0 Contract**



### **Management & Integration**

**Contract Type:** Firm-Fixed-Price, Indefinite Delivery / Indefinite Quantity, Multiple Award Contract

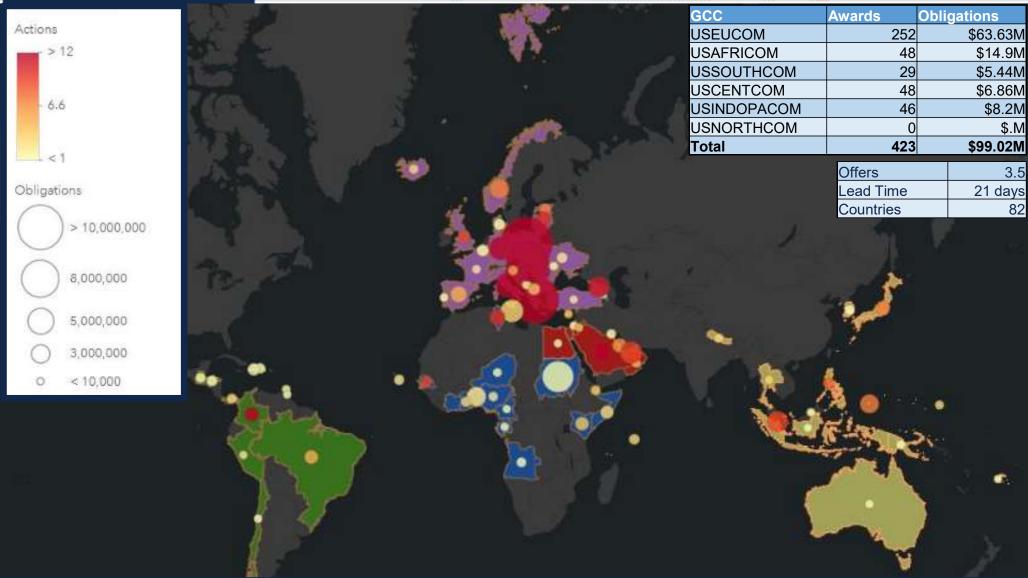
**Procuring Contracting Office:** NAVSUP Fleet Logistics Center Yokosuka

- Program Value: \$242M
- Authorized Users: DoD & USCG
- Places of Performance: All locations outside U.S.
- **Geographic Regions: 22**
- Contractors: 28
- Competition: No less than 9 contractors per region Ordering Begin: 1 October 2021 On/Off Ramps: Yes





### WEXMAC 1.0 Impact

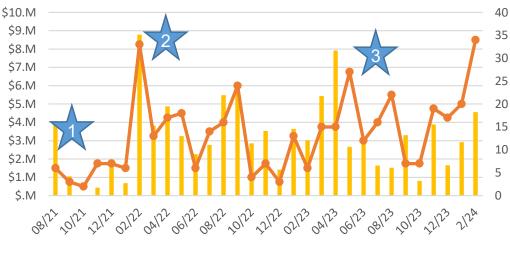


🐨 🎦 🙎 🛼 🎧



### WEXMAC 1.0 Spend & Program Value

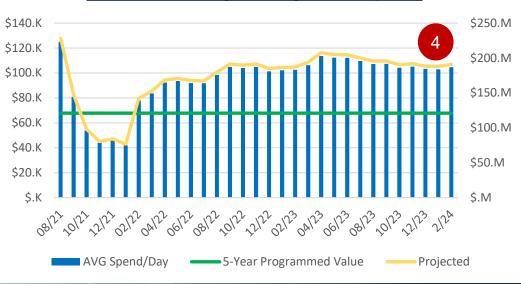
### **Historical Spend**



Obligations — Awards

Contracting Office	ТО	(s)	Actions	Obligations	
0408 AQ HQ KUWAIT		3		6 \$2.12M	
0409 AQ HQ CONTRACT		163	33	5 \$47.53M	
0413 AQ HQ CONTRACT AUG		1		4 \$.16M	
0414 AQ HQ CONTRACTING SUP		11	1	9 \$1.37M	
COMMANDING GENERAL		43	8	80 \$5.54M	
COMMANDING GENERAL (M68450)		5		8 \$2.06M	
HQ USSOCOM		6		6 \$.09M	
NAVSUP FLC BAHRAIN		44	10	00 \$4.72M	
NAVSUP FLC SIGONELLA NAPLES OFFIC		92	19	95 \$25.75M	
NAVSUP FLC YOKOSUKA SASEBO OFFI		2		7 \$.33M	
NAVSUP FLT LOG CTR YOKOSUKA		7	4	0 \$.57M	
NAVSUP FLT LOG CTR JACKSONVILLE		19 4		1 \$4.58M	
NAVSUP FLT LOG CTR SINGAPORE OFFI		27 4		1 \$4.23M	
Total		423	88	32 \$99.04M	
Size Awards		Obliga	tions	Obligation %	
ОТН ЅВ 5	172	72 \$35.22M		35.57%	
SB	251		\$63.81M	64.43%	

### WEXMAC Daily & Projected Spend



- Operations ALLIES Refuge
- Ukraine Response
- Sudan Evacuation
- 4 WEXMAC 1.0 program value = \$121M WEXMAC 1.0 program projected value = \$183.68M
- 5 Small Business = \$63.81 (64.43%)



## **WEXMAC 1.0 Operation ALLIES Refuge**

A (Logistics Management and Integration Services)	Period of Performance	8/26/2021-9/10/2021
	Place of Performance	Spain
Nomenclature	Lead Time	7 days
Logistics Management and Integration Services	Offers	2
Set Of 10 Chairs	Obligation	\$519,885
Set Of 5 Long Tables		FLC Sigonella
Portable Sanitary Facilities		NAVSUP
Portable Hand Wash Station		
Interpreter Services (Daily)	Times	Sec. 1
Other Logistics Management and Integration Services (Reserved): Service Level Requirement for Government Owned Trash and Hand Wash Station		enter terret
Other Logistics Management and Integration Services (Reserved): Service Level Requirement for Government Owned Trash and Hand Wash Station	States Inter	
Other Logistics Management and Integration Services (Reserved): Service Level Requirement for Contractor Provided Hand Wash and Porta Potty Stations		
D (Life Support Services)	Aut 111	
Nomenclature	* *	4 may -
6 Cm Dumpster & Trash Removal (Regular Trash & Food Waste)		
32 Gallon Trash Can & Removal (Regular Trash & Food Waste)		and star
Other Life Support Services (Reserved): Service Level Requirement for Contractor Provided Trash Services	1400	And Series 1977
	I cogistics Management and Integration Services         Set Of 10 Chairs         Set Of 5 Long Tables         Portable Sanitary Facilities         Portable Hand Wash Station         Interpreter Services (Daily)         Other Logistics Management and Integration Services (Reserved): Service Level Requirement for Government Owned Trash and Hand Wash Station         Other Logistics Management and Integration Services (Reserved): Service Level Requirement for Government Owned Trash and Hand Wash Station         Other Logistics Management and Integration Services (Reserved): Service Level Requirement for Contractor Provided Hand Wash Station         Other Logistics Management and Integration Services (Reserved): Service Level Requirement for Contractor Provided Hand Wash and Porta Potty Stations         Clife Support Services)         Vomenclature         6 Cm Dumpster & Trash Removal (Regular Trash & Food Waste)         32 Gallon Trash Can & Removal (Regular Trash & Food Waste)	Place of Performance       Lead Time       Lead Time       Optimizer     Contracting Office       8 of 10 Chairs     Obligation       Set 0f 10 Chairs     Obligation       9 ortable Sanitary Facilities     Obligation       9 ortable Sanitary Facilities     Contracting Office       HCA     HCA       0 fortable Hand Wash Station     Contracting Office       1 futerpreter Services (Daily)     Other Logistics Management and Integration Services (Reserved): Service Level Requirement for Government Owned Trash and Hand Wash Station       0 ther Logistics Management and Integration Services (Reserved): Service Level Requirement for Contractor Provided Hand Wash Station       0 ther Logistics Management and Integration Services (Reserved): Service Level Requirement for Contractor Provided Hand Wash Station       0 ther Logistics Management and Integration Services (Reserved): Service Level Requirement for Contractor Provided Hand Wash Station       0 ther Logistics Management and Integration Services (Reserved): Service Level Requirement for Contractor Provided Hand Wash and Porta Potty Stations       0 ther Logistics Management and Integration Services (Reserved): Service Level Requirement for Contractor Provided Hand Wash and Porta Potty Stations       1 Chart Services)

- WEXMAC 1.0 supported multiple task orders to support Operation ALLIES Refuge in Bahrain, Italy, and Spain.
- WEXMAC 1.0 contractors required to manage and integrate multiple exhibit line-item numbers to support Operations ALLIES Refuge.
- WEXMAC 1.0 authorized ordering officers incorporated multiple "Reserved" exhibit line-item numbers "Stand-Alone" performance work statements.





### **WEXMAC 1.0 Ukraine Response Sample**

	AA (Logistics Management and Integration Services)	Period of Performan	ce 2/16/2022-3/18/2022
SOB CEIN OUDT	AA (Logistics Management and Integration Services)	Place of Performanc	e Poland
ELIN	Nomenclature	Lead Time	4 days
**0E	Portable Sanitary Facilities	Offers	3
**0F	Portable Hand Wash Station	Obligation	\$855,080
**0J	50 Kilowatt Generator	Contracting Office	409 <sup>th</sup> CSB
**0R	Event Lot (Closed Tents) - Minimum 20 Person Capacity	HCA	ACC
**0T	Event Lot (Closed Tents) - Minimum 100 Person Capacity		
**1J	Other Logistics Management and Integration Services (Reserved): Heaters with Generation	and the second second	elfater Wing
**1J	Other Logistics Management and Integration Services (Reserved): Heaters with Generation		•
** <mark>1</mark> J	Other Logistics Management and Integration Services (Reserved): Heaters with Generation	STERT	
		lipikonini	ekipira)
SUB CLIN 0001	AB (Material Handling Equipment, Crane Services, and Construction Equipment)	Tartin Potras	
			Mariaw trui
ELIN	Nomenclature	1. A.	Loda
**1X	All Terrain Forklift Services With 8 Foot Forks – Up To 4 Tons	Dreaden, Whatles	
		14	4444 Jansa
SUB CLIN 0001	AE (Force Protection Requirements)	Pregue	Krakove
		CETCHIA.	Late Data
ELIN	Nomenclature	No. 160	nea-facilitati
**5F	Portable Fluorescent Lighting		LOVAKIA kosta

- WEXMAC 1.0 supported multiple task orders to support EUCOM's response to Russia's invasion of Ukraine.
- Contractors required to manage and integrate multiple exhibit line-item numbers to support EUCOM's response to Russia's invasion of Ukraine.
- Authorized ordering officers incorporated multiple "Reserved" exhibit line-item numbers "Stand-Alone" performance work statements.

# WEXMAC

## ᆇ 🐨 🏠 🕺 🛤 🖓

13



## **WEXMAC 1.0 Sudan Evacuation Sample**

	SUB CLIN 0001AG (Transportation Services)		Period of Performance	4/27/2023-04/27/2023
	SOB CLIN OVOTAG (Transportation Services)		Place of Performance	Sudan
	ELIN	Nomenclature	Lead Time	1 day
	**7T	Other Transportation Services (Reserved): Transportation of 2,000 PAX	Offers	2
0			Obligation	\$5,165,000
Ę			Contracting Office	FLC Sigonella
ľa			HCA	NAVSUP
nteg				
& In				Mecca Red Sea

• Authorized ordering officers incorporated one "Reserved" exhibit line-item number "Stand-Alone" performance work statement.

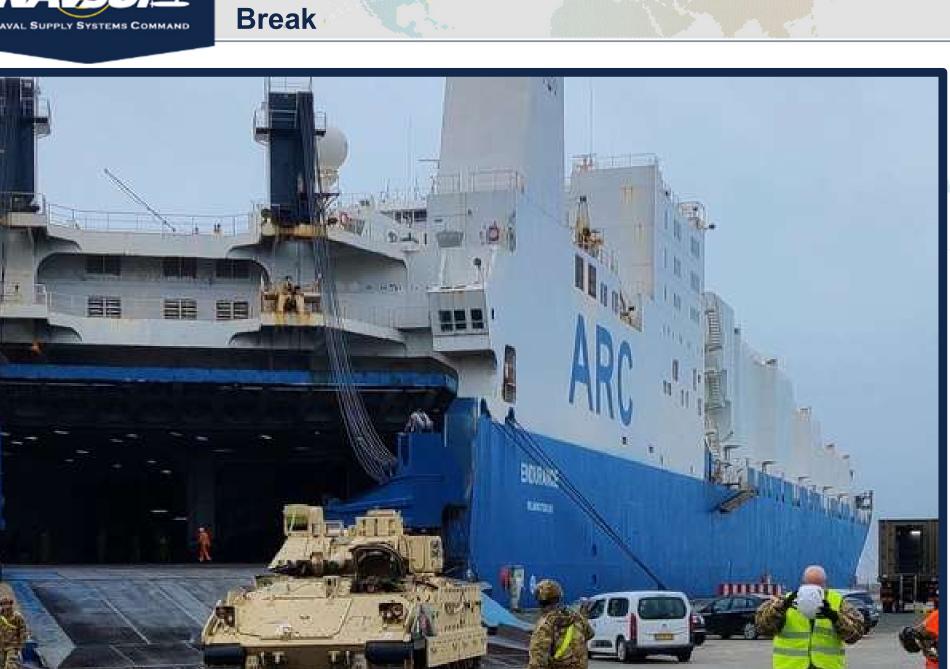
• WEXMAC 1.0 contractors provided an executable solution to complex, emergent, and logistics problem.

# WEXMAC



Addis Ababa









### **WEXMAC 2.0 Overview & PWS**

Presented to:

**Industry Partners** 

#### **READY. RESOURCEFUL. RESPONSIVE.**

Presented by: LCDR Timothy Trask 27 March 2024







### **WEXMAC 2.0 Overview**



### **Management & Integration**

Contract Type: Firm-Fixed-Price (FFP), Indefinite Delivery / Indefinite Quantity (IDIQ), Multiple Award Contract (MAC) Ordering Period: 10 years (5-year base & 5-year option period) Authorized Users: All Federal Agencies Places of Performance: All Locations Geographic Regions: 26 Program Value: \$2.55 Billion (>1% Supplies) On/Off Ramps: Yes Procuring Contracting Office: NAVSUP HQ Contracting Directorate

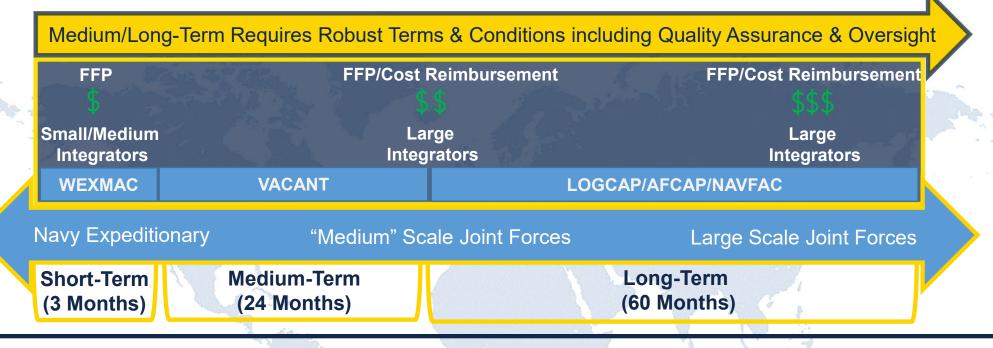


# WEXMAC

## ≥ 🐨 😭 🕺 🖬 🖓▲



### **WEXMAC 2.0 Environment**



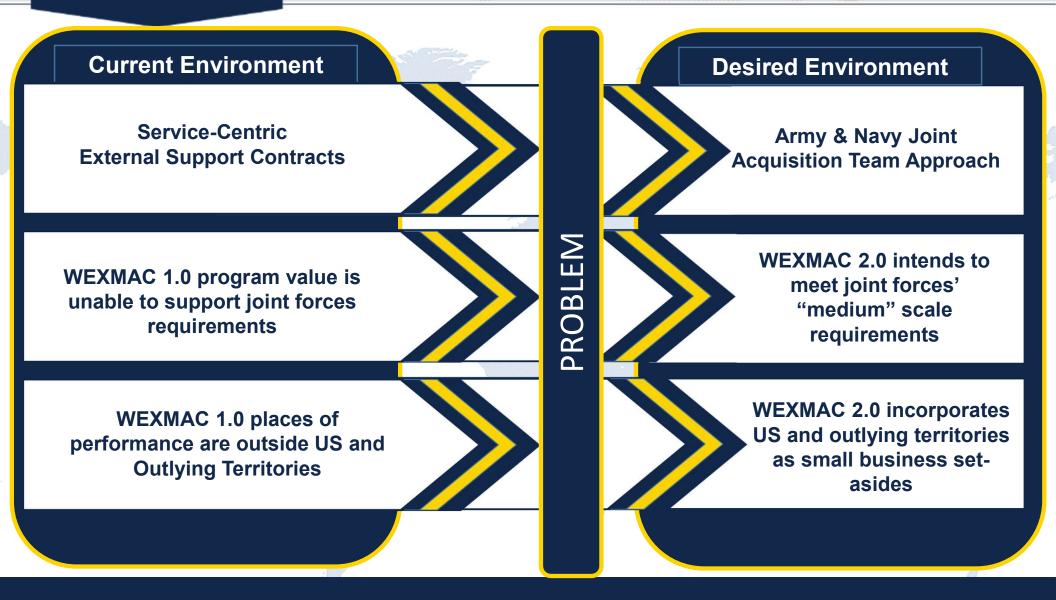
- WEXMAC modeled short-duration Navy Expeditionary requirements.
  - Minimal quality assurance & oversight.
  - Terms & conditions do not support joint force requirements across multiple domains (for example, line hauls).
- WEXMAC's small/medium integrators have shown positive results in cost avoidance, performance, and speed to award.
- There is currently no External Support Contract focusing on "medium" scale joint forces.







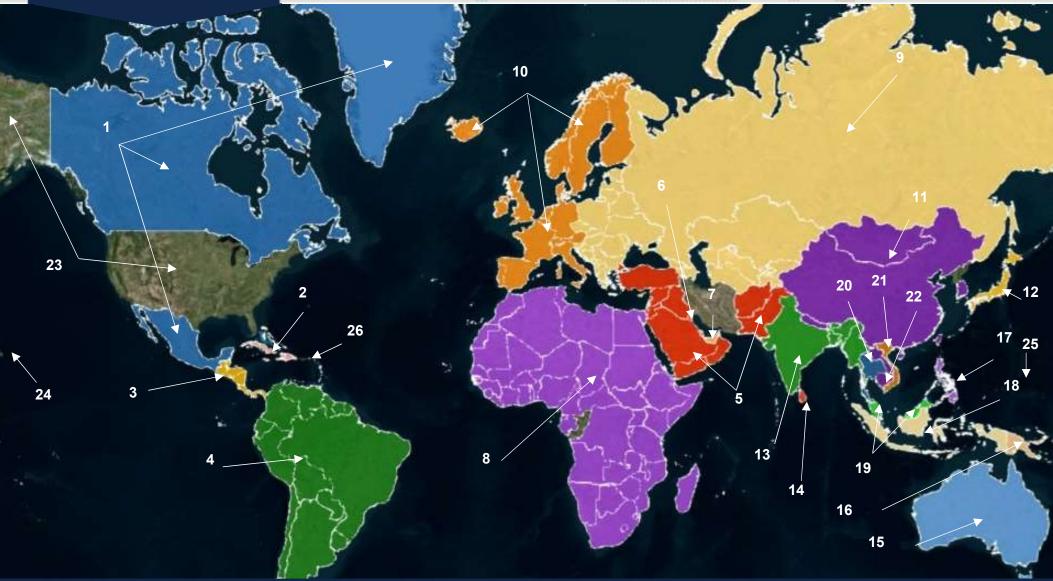
### **WEXMAC 2.0 Environment**







## **WEXMAC 2.0 Places of Performance**

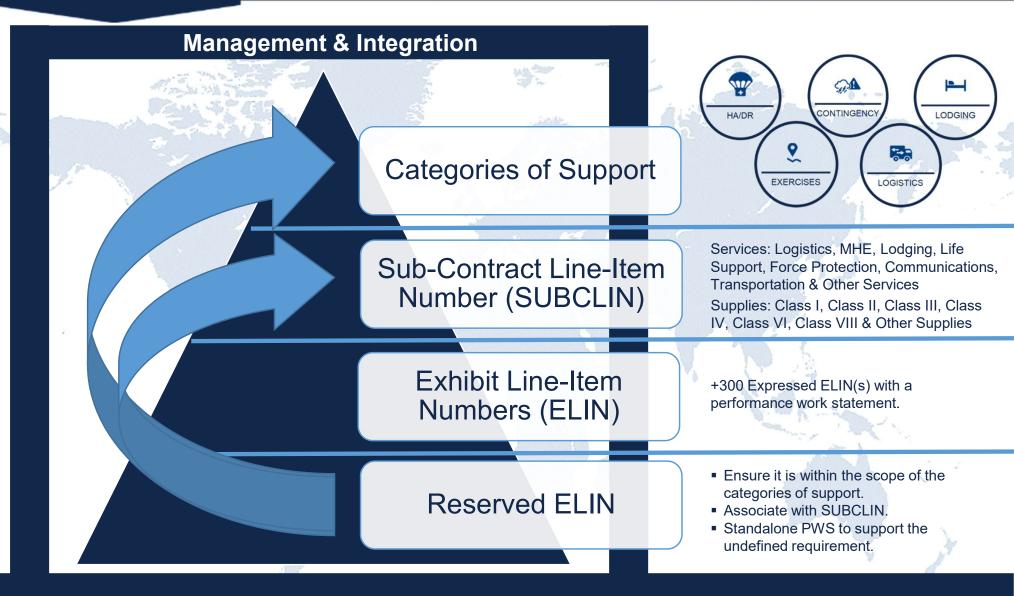








### WEXMAC 2.0 Scope





### **WEXMAC 2.0 Performance Work Statement**

SUBCLIN	SERVICE OR SUPPLY	
0001AA	Logistics Management and Integration Services	
0001AB	Material Handling Equipment and Crane Services	
0001AC	Lodging Services	
0001AD	Life Support Services	tio
0001AE	Force Protection Services	& Integration
0001AF	Communications Services	nte
0001AG	Transportation Services	
0001AH	Other Services	Management
0001AJ	Class I – Food, Rations, and Water Supplies	e M
0001AK	Class II – Clothing Supplies	lag
0001AL	Class III – Petroleum, Oils, and Lubricants	Mar
0001AM	Class IV – Fortification and Barrier Materials	
0001AN	Class VI – Personal Items Supplies	
0001AP	Class VIII – Medical Supplies	
0001AQ	Other Supplies	



### Exhibit Line Numbers (ELIN)

- Multiple ELIN(s) associated with each Subcontract Line Item (SUBCLIN)
- Over 300 ELIN(s) with performance work statements (Expressed ELIN(s))
- Reserved ELIN(s) requiring "Stand-Alone" performance work statements associated with each SUBCLIN
- Other Services and Supplies SUBCLIN may incorporate Reserved ELIN(s)

9

NIV?









### WEXMAC 2.0 Section H, L & M

Presented to:

**Industry Partners** 

Presented by: Mr. Jonathan Flower 27 March 2024







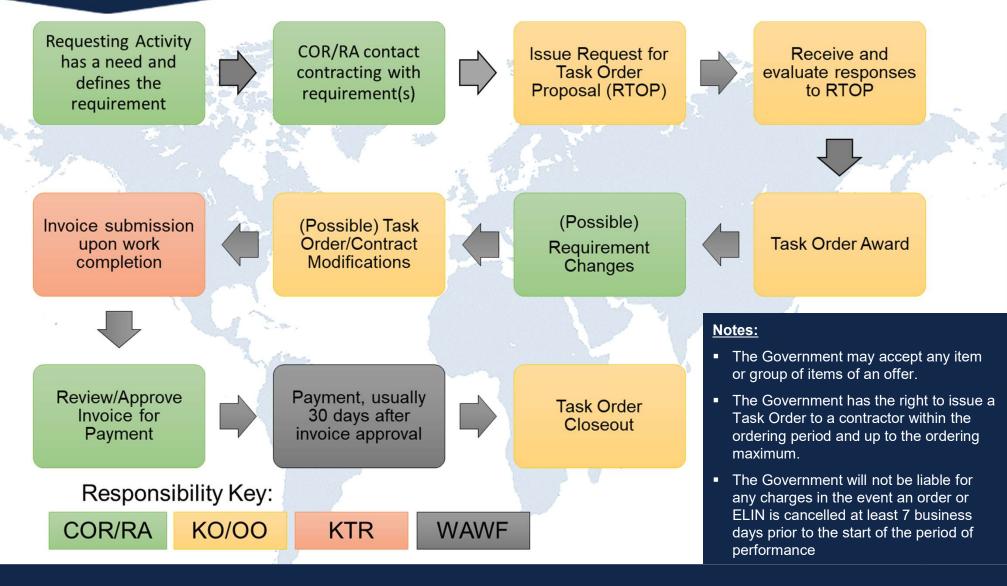
## WEXMAC 2.0 Section H - Rolling Admissions and Removals

- Government may initiate new competitions with the intent to incorporate additional contractors into the WEXMAC.
- Government may initiate new competitions to permit current WEXMAC contractors to serve additional geographical regions to include but not limited to large companies serving in regions set-aside for small business.
- Failure to meet contract requirements, including but not limited to, repeated poor performance or the neglect to submit proposals for task orders, may result in the contractor's removal from the WEXMAC.





## WEXMAC 2.0 Section H - Ordering





## WEXMAC 2.0 Section H - Access

- Performance in certain AORs requires additional access approval.
- Joint Contingency Contracting System (JCCS) requires registration for USAFRICOM and USCENTCOM.
- Failure to register in JCCS for USCENTCOM and USAFRICOM may render the offeror ineligible for award or continued performance.
- USCENTCOM and USAFRICOM contractors shall remain eligible during the entire period of contract performance for access to a U.S. installations, vessels, properties, personnel, equipment, and/or project sites.
- USAFRICOM subcontractors with a value greater than \$50K shall be registered and remain eligible during the entire period of contract performance for access to a U.S. installations, vessels, properties, personnel, equipment, and/or project sites.





## WEXMAC 2.0 Section H - USFK Invited Contractor Program

- The SOFA mandates the use of Korean contractors in the Republic of Korea (ROK) whenever possible. A U.S.
   Government Contracting Officer (KO) shall request approval to use U.S. contractors when at least one of the four exceptions listed below are applicable:
  - Security considerations,
  - The technical qualifications of the contractor involved,
  - The unavailability of materials or services required by U.S. standards, or Limitations of U.S. law.
- Task orders for performance in ROK will be set-aside for Korean contractors unless the KO receives approval from United States Forces Korea (USFK).





27



## WEXMAC 2.0 Section H - Berry Amendment Exception

- An authorized ordering officer may apply an exception to the Berry Amendment (10 U.S.C.4862), which restricts the Department of Defense (DoD) from using funds appropriated or otherwise made available to the DoD for the procurement of certain items not grown, reprocessed, reused, or produced in the United States, to a specific task order issued under this contract.
- Examples Include:
  - Food
  - Clothing and Fabrics
  - Hand & Measuring Tools
- Anti-Deficiency Action Violation (ADA)



# WEXMAC

## <u>≻</u> 🐨 😭 🕺 🖬 🖓▲



## WEXMAC 2.0 Section H - Protective Domain Name System Service

- Utilize a Protective Domain Name System (PDNS) service on all covered contractor information systems processing, storing, or transmitting covered defense information, consistent with the applicability and definitions contained in DFARS 252.2047012.
- Use any commercially available PDNS provider or may use PDNS services provided, at no cost to DoD contractors, by the NDA's Cybersecurity Collaboration Center (CCC). More information related to NSA CCC provided PDNS services can be found at https://www.nsa.gov/about/cybersecuritycollaboration-center.
- Contractors that use commercially available PDNS providers are authorized to share PDNS alerts and logs with NSA for analysis and defensive measures.







### **WEXMAC 2.0 Section L Submission Requirements**

- Cover Letter: Offerors shall submit a cover letter, clearly identifying the Global Region(s) in which the
  proposal includes and any country limitations within the region. Offerors shall make an affirmative statement
  in which the offeror agrees to comply with the terms and conditions of the contract.
  - Only Small Businesses shall submit a proposal for Regions 23, 24, 25, and 26.
- Signed standard form 33 with all applicable signatures and acknowledgment of amendments.
- Completed Representations and Certifications (Section K)
- While there is no subcontracting requirement, offerors shall identify the extent to which subcontracting is needed to perform the requirement.







## **WEXMAC 2.0 Section L Submission Requirements**

- Joint Contingency Contracting System (JCCS) registration for USAFRICOM and USCENTCOM
- A one-page explanation of how an offeror intends to ensure that the prices they offeror in response to an RTOP are fair and reasonable.
- Responsibility narrative covering each element of FAR 9.104-1.
  - Additional documentation may be required to support the responsibility narrative.
  - The Government seeks information for the sole purpose of determining whether each offeror is responsible. Any request for additional information will not constitute discussions within the meaning of FAR 15.306 as the offeror will not be given an opportunity to revise its proposal.



31



## **WEXMAC 2.0 Section M Evaluation Factors**

**Multiple Award to Qualifying Offerors** 

- FACTOR 1 GENERAL STANDARD OF RESPONSIBILITY DETERMINATION
- FACTOR 2 COMPLIANCE WITH THE SOLICITATION
- FACTOR 3 PRICING ASSESSMENT
  - The Government will assess the information available to determine whether the offeror is likely to offer fair and reasonable pricing.
  - The Government will not include price or cost as an evaluation factor.

















### **DIB Cybersecurity Services**

Presented to: Industry Partners Presented by:

Ms. Samantha Anim & Ms. Chiara Banks 27 March 2024









### **Ethics**

Presented to: Industry Partners

### **READY. RESOURCEFUL. RESPONSIVE.**

Presented by:

Mr. Rick Martinelli & Mr. Brian Novak 27 March 2024







### Ethics

- Several specific ethics provisions
- Additional general language in Solicitation/PWS
- KO has a broad reporting requirement
- Government employees





36



## Ethics FAR 52.203-3 Gratuities

- Right of the contractor to proceed may be terminated if the contractor offered or gave a gratuity, e.g., an entertainment or gift, to government employee for the purpose of obtaining favorable treatment under a contract.
- The Government may recover exemplary damages of from 3 to 10 times the cost incurred by the contractor in giving the gratuity.







# Ethics FAR 52.203-7 Anti-Kickback

- Statute prohibits providing, attempting to provide, or offering to provide any kickback; soliciting, accepting, or attempting to accept any kickback, or including any kickback amount in a contract price (prime or subcontract).
- Contractor required to "have in place and follow reasonable procedures" to prevent and detect possible violations.









# Ethics FAR 52.203-7 Anti-Kickback

- Contractor required to promptly report any violations when it has reasonable grounds to believe a violation may have occurred.
- The contractor shall cooperate fully with any Federal agency investigating a possible violation.
- The KO may offset the amount of any kickback against any funds owed by the US under the prime contract.
- The contractor must incorporate the substance of the clause in all subcontracts exceeding \$150K.







### Ethics FAR 52.203-13 Code of Business Ethics and Conduct

- Within 30 days after contract award, the contractor shall have a written code of business ethics and conduct.
- Make a copy of the code available to each employee engaged in performance of the contract.
- The contractor shall promote an organizational culture that encourages ethical conduct and a commitment to compliance with the law.







### Ethics FAR 52.203-13 Code of Business Ethics and Conduct

- The contractor shall disclose to Inspector General and KO whenever it has credible evidence that a principal, employee, agent, or subcontractor has committed a violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violation.
- The contractor shall establish a business ethics awareness and compliance program.
  - Must include training and an internal control system.

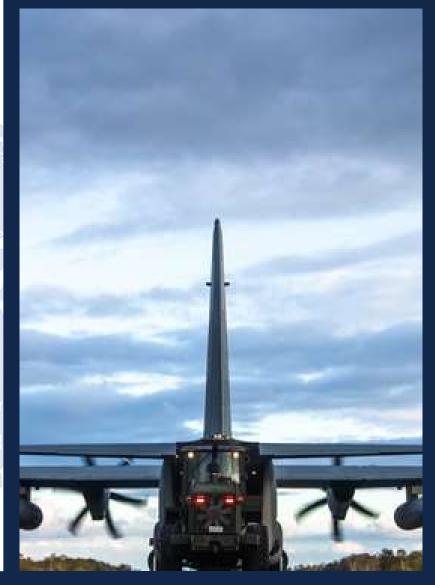






### Ethics DFARS 252.203-7001 Employing Those Convicted of Fraud

- Any person convicted of fraud or other felony arising out of a contract with the DoD may not serve in a management or supervisory capacity, may not serve on the contractor's board of directors, and may not act as a consultant, agent, or representative of the contractor for five years from conviction
- Penalties for knowingly employing such a person







### Ethics FAR 52.222-50 Combating Trafficking in Persons

- Broad coverage. Includes contractors, contractor employees, and their agents. Several restrictions:
  - Shall not procure commercial sex acts during the period of performance of the contract;
  - Shall not use forced labor in performing the contract; and
  - Shall not charge employees recruitment fees.
- Contractor required to notify its employees of the policies, take appropriate actions against employees, agents, or subcontractors who violate the restrictions.







### Ethics FAR 52.222-50 Combating Trafficking in Persons

- Affirmative duty to disclose nature and extent of any offence to Inspector General and cooperate fully in investigations of violations.
- Maintain a compliance plan when services with an estimated value exceeding \$500K are to be performed outside of the U.S.
  - The plan must be appropriate to the size and complexity of the contract.







# Ethics Other Compliances

- General provision to "comply with any applicable laws, codes and regulations, in connection with the performance of all work under this contract." PWS, Section B, Quality.
- Brings in the ethics-related laws and regulations of the country in which a TO is being performed.
  - Those laws vary substantially but may prohibit bribery to a public official, bribery of a private citizen, or fraud or misrepresentation during business dealings.







## Ethics DFARS 209.406-3 Present responsibility

Requires the contracting officers to refer matters providing a basis for suspension to the agency's debarring and suspension official.

- Includes commission of any offense "indicating a lack of business integrity or business honesty that seriously and directly affects the present responsibility of a Government contractor".
- Debarring and suspension official will consider the facts and decide whether suspension or debarment is warranted.







### Ethics Government Employees

Ethics restrictions for Government employees:

- Focus is on contractor requirements, not Government employee restrictions.
- Be aware, however, that Government employees are restricted from seeking or accepting any gratuities (i.e. gifts) from a "prohibited source".
  - "Prohibited source" includes prime contractor and any of its subcontractors.
  - The restriction applies to all Government employees, regardless of whether they are involved with the contracting process.







## Ethics Government Employees

- Very limited set of exceptions applies but the basic rule is Government employees may not seek or accept gratuities from a contractor.
- Gratuity (with limited set of exceptions) is "anything of monetary value." Includes meals, lodging, travel expenses, and entertainment.
- Don't offer a gratuity to a Government employee:
  - May be perceived as attempt at bribery; and
  - If a gratuity is accepted, Government employee may end up in trouble and contractor may be investigated.







### Ethics Government Employees

- Government employees have internal reporting requirements before seeking employment with a contractor.
- Compliance with ethics requirements has high visibility.
- Allegations of wrongdoing are reviewed and investigated.

Understand the rules, make sure your employees and subcontractors understand the rules, and insist on full compliance







Break









#### **Questions & Answers**

Presented to: Industry Partners Presented by: Mr. Thomas Kunish 27 March 2024







### **Questions & Answers**

- Verbal answers given during this brief are only intended for general discussion and do not represent the Government's final position.
- Oral explanations or instructions given by Government officials before an award of a contract will not be binding.
- The Government may determine that questions received are not relevant to this specific Sources sought, questions received are prejudicial to a specific prospective offeror, or a question requires additional research before an answer can be given.



