

Statement of Requirement

1. Overview

1.1. This Statement of Requirement is for the manufacture and supply of Shoes Fitness Trainer for both Indoor and Outdoor use by UK Armed Forces recruits, physical training instructors (PTIs) and authorised reserve and training units. This is to be a 2 year agreement with 2 option years, with first orders expected to be raised in August 2023

1.2. A Variation of Price clause (VOP) will be used to calculate pricing for years 2, 3 and 4 and will be based on 85% Footwear Index. 15% Freight Index. Details of the VOP clause can be found in the Schedule of Requirements, tab 4.

1.2.1. Price calculations will take place in month 9/21/33 of the Agreement for year 2/3/4 pricing. Pricing will be calculated using an average of the previous 12 months index figures.

1.2.2. For the purpose of this agreement Price adjustments will be capped at +/-4% for the element governed by the footwear index, and uncapped for the element governed by the logistics index.

2. Requirement

2.1. Key Requirement: Agreement requirements are delivered on time to the designated location in the correct quantity, quality and fit for purpose, in accordance with all the specified criteria for the duration of the Agreement. Leidos Supply Terms and Conditions (T&Cs Condition 21 (delivery, vesting and liens)) refers.

2.2. Agreement Lead In Activities: All The Commodity Suppliers workmanship samples (CWS) (see 4.4), laboratory test reports and certificates of conformity are to be delivered to the required standard and be approved within the timescale stated at 4.8.

2.3. The Articles covered by the Agreement are detailed in Schedule of Requirements (SOR).

2.4. The quantities referred to in the SOR are estimates only. Leidos may order more or less than the estimated quantities. In any event Leidos shall not be bound to order any of the items referred to in the SOR nor to accept or pay for any other items than those actually ordered. There may be ad-hoc surge requirements which will be covered by purchase orders. Leidos Supply Terms and Conditions (T&Cs Condition 4 (Indefinite Delivery/Indefinite Quantity and Purchase Orders)) refers.

2.5. Items are to be manufactured in accordance with the size schedule in the specification. All shoe sizes mentioned in this requirement refer to UK sizes.

2.6. All materials and components must be provided by the Commodity Supplier and they must adhere to the Specifications issued by Leidos. Certificates of Conformity and laboratory test results will be required as evidence as per the specifications.

2.7. There may be a requirement for development tasks for changes to Specifications and Patterns for items on this contract or for new items to be added to the contract. These will be raised under Special Tasking Orders. Leidos Supply Terms and Conditions (T&Cs Condition 22 (Special Tasking Orders)) refers.

2.8. There will be a down selection process comprising of a technical and commercial evaluation, a user assessment panel (UAP) and a three month full user trial (FUT).

2.9. There will be 1 LOT upon which to bid

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- 2.10. A maximum of 8 solutions per tenderer is permitted, 4 solutions for the shoe fitness trainer and 4 solutions for the white PTI shoe fitness trainer. A solution shall comprise of 2 pairs (1 male pair plus 1 female pair). Please note that the offered solution comprising of 2 pairs will not be considered separately at any point during the tender process.
- 2.11. Bidders may use a same style/model more than once when considering a partner pair to make one solution.
- 2.12. In the event of a same style being utilised within 2 successful solutions intended for FUT, there will be no duplication of trial pairs required.
- 2.13. During all key stages including Technical assessment, UAP and FUT the submitted male and female pairs per solution will be scored individually, therefore each pair within 1 solution must meet the minimum 70% pass mark to be considered for the next stage.
- 2.14. Bidders are required to forward test results for slip resistance and floor marking at tender return with test data no older than 12 months. All associated costs are paid for by the bidder.
- 2.15. Team Leidos will only accept test reports from a laboratory accredited by the United Kingdom Accreditation Scheme (UKAS) to ensure fairness and consistency across all testing.
- 2.16. The highest scoring solutions to a maximum of 8 (x4 STF and x4 white PTI SFT) will go through to FUT.
- 2.17. The highest scoring solutions to a maximum of 4 per bidder (2x SFT and 2x PTI SFT) will be permitted to go through to the FUT.

3. Quality & Safety Management

- 3.1. Changes proposed to any place of manufacture, from those detailed in the Commodity Supplier's tender, must be sent to the Technical Manager within Leidos Supply Limited in writing, for their notification. Such reference back shall not be taken as cause to vary the Terms and Conditions of the Agreement.
- 3.2. If the place of manufacture of the items is changed a site inspection may be required and two new CWS's shall be submitted for approval of items on all new Purchase Orders.
- 3.3. Overall Quality Management Requirement. Quality standards are to be maintained for the life of the Agreement. The following Quality Assurance requirements shall apply:
- a. BS ISO 9001 Quality Management Systems
 - b. Def Stan 05-57 Configuration management of defence material
 - c. Def Stan 05-61 Part 4 Commodity Supplier Working Parties
 - d. Def Stan 05-61 Part 1 Concessions
 - e. AQAP 2110 NATO Quality Assurance Requirements for Design, Development and Production
 - f. 2131 NATO Quality Assurance Requirements for Final Inspection and Test
- 3.4. Safety Management. The Commodity Supplier must comply with:
- g. Def Stan 00-56, Safety Management Requirements for Defence Systems, Part 1 as per the Agreement conditions.
 - h. Defence Safety Authority (DSA) 01.1: Defence policy for health, safety and environmental protection

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j REACH standards Regulation (EC) No. 1907/2006.

3.5. The Commodity Supplier must adhere to the requirements of DEF STAN 05-135 Avoidance of Counterfeit Materiel.

4. Quality Assurance KPI

4.1. Overall Quality Assurance Requirement. Products/Services are delivered to the Specification meeting all Quality Assurance requirements. This requirement will be subject to Key Performance Indicators (KPI), included in Annex C.

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4.2. Evidence of the Quality Control of materiel used by the Commodity Supplier may be requested at any time during the agreement. The Commodity Supplier shall use laboratories accredited to BS EN ISO 17025 by the United Kingdom Accreditation Scheme (UKAS) or an equivalent body signatory to the International Accreditation Forum Multi-Lateral Agreement (IAF-MLA)..

4.3. The Leidos Supply Limited, Technical Manager may request, the Commodity Supplier to supply, samples of materiel or components in use, for Leidos verification, at any time during the currency of the Agreement.

4.4. Team Leidos staff may arrange to visit the Commodity Supplier's facilities at any time during the tender and/or during the contact period to carry out due diligence exercises.

4.5. Contractor Workmanship Samples (CWS). Unless this provision is specifically waived by the Technical Manager the Commodity Supplier shall submit to the Technical Manager one pair of the completed solution which represent the standard of workmanship to be delivered against the Agreement and shall secure approval of the CWS before commencing bulk deliveries. Each solution shall be clearly labelled with the Commodity Supplier's name, the Agreement number and item number and be accompanied by the appropriate Certificates of Conformity and laboratory test reports. After approval by the Leidos Supply Limited Technical Manager, one CWS will be returned to the Commodity Supplier and one will be retained by Leidos for the duration of the Agreement. This requirement will be subject to Key Performance Indicator (KPI) assessment.

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4.6. Approval by the Technical Manager of the CWS in no way affects the Commodity Supplier's obligation to supply products which conform to the requirements of the Agreement.

4.7. The Technical Manager will either:

- a. Approve the CWS and return a signed item to the Commodity Supplier and deliveries can begin or;
- b. Approve the CWS and return a signed item to the Commodity Supplier with comments which must be rectified and then deliveries can begin or;
- c. Reject the CWS and return it to the supplier with reasons for the rejection which must be addressed with submission of a new CWS before production starts.

4.8. Leidos Technical Managers have 15 working days from receipt of the CWS for assessment. For stock items Commodity Suppliers should ensure this time scale is built into the agreed first off delivery lead time. Depending on the number of CWS required the Technical Manager may, exceptionally, agree to reduce this time limit. If any CWS is still unacceptable and not approved prior to the agreement delivery date, Leidos will deem that the Commodity Supplier is unable to comply with the agreement and may invoke Leidos Supply Terms and Conditions (T&Cs Condition 12.1 (d) – Inspection).

4.9. If the place of manufacture of the items is changed, new CWS shall be submitted for approval. This must not have an impact on agreement delivery lead times.

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5. Specifications

- 5.1. Overall Specification Requirement. Products are to be delivered to the specification as set out in the Technical Data Pack (TDP).
- 5.2. The Commodity Supplier shall apply to Leidos' Technical Manager in writing for a Concession to supply a non-conforming product, prior to making any deliveries. Such applications are to be submitted in accordance with DEF Stan 05-61 Part 1: Concessions, a copy of which can be downloaded from the UK Defence Standardization website <https://www.dstan.mod.uk/StanMIS/>

6. Product Seasonal Changes

- 6.1. Team Leidos accept that this type of product undergoes seasonal changes for the retail market.
- 6.2. Team Leidos considers the following changes to be categorised as 'minor':
 - 6.2.1. Colour changes to uppers, laces, logos and mid-soles
- 6.3. Minor changes are fully accepted when they remain in line with the colour requirements within the specification.
- 6.4. Team Leidos considers the following changes as 'major':
 - 6.4.1. Changes to sole configuration, components/design and outsole colours.
- 6.5. Based on any 'major' changes the supplier must:
 - 6.5.1. Demonstrate that the product fully meets the essential testing requirements at their own cost
 - 6.5.2. Seek Team Leidos/User approval prior to supplying the changed product against this contract.
- 6.6. Product seasonal changes are not accepted for the White PTI trainer.

7. Labeling

- 7.1. Item identification shall be as per specification.

Figure 1

8. Ordering, Invoicing and Payment

- 8.1. The Commodity Supplier shall conform to all the Packaging and Labelling requirements of the Agreement
- 8.2. Purchase Orders will be issued in accordance with Leidos Supply Terms and Conditions (T&Cs Condition 4 (Indefinite Delivery/Indefinite Quantity and Purchase Orders))
- 8.3. Team Leidos Purchase Orders will be generated electronically via the Leidos Supply Sage purchasing system and sent to the Commodity Supplier via MSys.SIP (Supplier Information Portal, which is accessed online with no setup required on the commodity supplier's side, see section 12). Purchase Orders will be sent via email in PDF format. The commodity supplier shall send acknowledgement of Purchase Orders to Team Leidos via the same system within 3 working days of reception. If the order is not acknowledged in this time period the lead-time for delivery shall commence from the date the order

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was placed by Team Leidos plus 3 working days. If the wishes to reject the purchase order, this must be done within 3 working days of the order being available to view on SIP.

8.4. Invoices shall be submitted in accordance with Leidos Supply Terms and Conditions (T&Cs Condition 7.0 (Invoices))

8.5. The Commodity Supplier shall deliver in accordance with Leidos Supply Terms and Conditions (T&Cs Condition 21.0 (Delivery, Vesting and Liens)).Leidos will not accept deviation on agreed delivery dates This requirement will be subject to KPI assessment

8.6. Payment will be in accordance with Leidos Supply Terms and Conditions (T&Cs Condition 8.0 (Payment)).

8.7. Economic Order Quantity: The Commodity Supplier shall inform Leidos of a realistic minimum quantity that could be ordered in one production run. This is not a guaranteed order quantity but a quantity to enable Leidos to plan their demands and work with the Commodity Supplier to make the production run viable for both parties.

9. Delivery

9.1. Delivery into the Defence Fulfillment Centre (DFC) shall be in accordance with the supplier manual <https://www.leidos-supply.uk/supplier-manual>

9.2. Direct delivery details will be supplied on the Purchase order

9.3. It is the Commodity Supplier's responsibility to arrange any customs documentation and to pay any duties due.

9.4. Non-Conformance Notifications (NCN). If a delivery does not conform to any packaging, labelling or consignment terms and conditions, a NCN shall be raised. The Commodity Supplier shall confirm receipt of the NCN to Leidos in writing within one business day. [The Commodity Supplier shall promptly rectify the issue and provide an action plan] to Leidos detailing proposed timescales for rectification and future assurance. Leidos shall confirm in writing whether or not proposed revised timescales are acceptable. Leidos reserves the right to charge the Commodity Supplier for any costs incurred to ensure that Articles are acceptable for receipt.

9.5. Items are to be delivered with all carriage and duties paid. Delivery locations will be MOD destinations within the UK or a BFPO address or to manufacturing units in the UK.

9.6. Most MOD units can only accept deliveries between 0900 and 1500 hours Monday to Friday. The Commodity Supplier must contact the consignee to arrange a delivery time that is mutually convenient.

10. Inspection, Rejection and Rectification

10.1. Inspection shall be in accordance with Leidos Supply Terms and Conditions (T&Cs Condition 12.0 (Inspection)). Upon receipt of any defective items the Technical Manager detailed in the Appendix to the Agreement will complete a DC Form 182 (Defect Investigation Report). This will be sent to the Commodity Supplier with the defective item for the company to investigate. The Commodity Supplier is to complete the Form 182 and annotate it with the intended mitigation action and anticipated rectification or replacement date. The completed form is to be returned to the Technical Manager within 7 working days of the date of issue of the original form. Providing the Technical Manager agrees with the mitigation action a DC Form 183 will be completed and sent as acknowledgement to the Commodity Supplier that Leidos agrees to the action taking place. This will be sent within 7 working days of receipt of the completed DC Form 182.

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- 10.2. Prior to disposal of any rejected Products, the Commodity Supplier shall remove all labels.
10.3. All Products shall be marked in accordance with the agreement to provide full traceability.

11. Subcontracting & Supply Chain Management

- 11.1. Overall Requirement. The Commodity Supplier shall demonstrate effective sub-contract management. Leidos Supply Terms and Conditions (T&Cs Condition 18.0 (Subcontracting)) refers.
11.2. The Commodity Supplier must take responsibility for all aspects of the management of any Lower Tier Sub-Contractor to ensure that the requirement is met.
11.3. Inability to manage the supply chain is not a justifiable excuse to miss the Delivery KPI target.
11.4. Seasonal trends that may impact any part of the agreement must be identified to Leidos at the start up meeting but must not impact upon delivery - E.g.: Chinese New Year or other "Holiday" periods.

12. Performance Monitoring

- 12.1. The Commodity Supplier shall work with Leidos to ensure that the Key Performance Indicators (KPIs) detailed at Annex C to Statement of Requirement (StOR) are met. This will be monitored primarily by Management Information (MI) that shall be accurate and promptly submitted by the Commodity Supplier and shall be subject to review at performance meetings with Leidos. Leidos Supply Terms and Conditions (T&Cs Condition 29.0 (Monitoring) and Condition 30.0 (Management Information)) refers.
12.2. The Delivery Progress report detailed at Annex D to Statement of Requirement (StOR) shall be completed by the Commodity Supplier and issued to Leidos' Commercial Officer and Inventory Manager by the 5th of each calendar month. This will include details of any orders which are overdue.
12.3. Team Leidos may consider that a failure to adhere to any agreed recovery plan is evidence that the Commodity Supplier is unable to comply with the Contract and may invoke Leidos Supply Terms & Conditions Clause 25 – Termination.
12.4. It is Leidos' intention to hold an initial Agreement Meeting within a month of Agreement Award and to hold further meetings to review the Commodity Supplier performance; to promote the efficient and effective operation of the Agreement. These meetings will be held in a mutually convenient location; the host will produce the minutes and distribute them in draft for comment within 10 working days of the date of the meeting.
12.5. KPIs will be measured by Leidos and feedback provided on the Commodity Supplier's performance against their contractual obligations at the Agreement Review meetings. In the event that any KPIs are not fully met, the Commodity Supplier will be required to supply a Recovery Plan, and shall submit it for Leidos' consideration within 10 days of such a request.

13. Supplier Information Portal (Msys.SIP)

- 13.1. Commodity Supplier eCommerce capability for Team Leidos will be enabled via two IT technologies; EDI and Msys.SIP
13.2. Delivery progress is required to be completed via the Supplier Information Portal (SIP), delivery updates must be completed as/when any order updates are noted (but not limited to), the Commodity Supplier is also required to confirm that orders are on target to meet the required delivery date and must include any details of reasons why deliveries are overdue.
13.3. Msys.SIP is a web-based information portal and unlike EDI will require no investment by the Commodity Supplier. The Commodity Supplier will be required to log on to Msys.SIP using their user

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ID and password in order to see and download their open purchase orders, participate in requests for quotations, update delivery promise dates and upload their Advanced Shipment Notices.

- 13.4. Msys.SIP will be the default deployment technology used by Team Leidos with EDI only being used by exception for high volume transaction processing.
- 13.5. Team Leidos Category Supply Chain Co-ordinators will use Msys.SIP to transact during dialogue with the Commodity Supplier.
- 13.6. Use of Msys.SIP will be a mandatory requirement of any contract award.

14. Sustainable Procurement

14.1. Overall Sustainability Requirement. The Commodity Supplier shall meet the Sustainable Procurement requirements of the Agreement and will work with Leidos to meet any future requirements that are introduced which apply to this Agreement. Leidos is committed to achieving sustainable procurement goals through educating the supply chain, developing performance measures and sharing best practice and will discuss sustainable procurement further during the Agreement. Leidos Supply Terms and Conditions (T&Cs Conditions 41.0 and 42.0) refers.

14.2. The Commodity Supplier will work with Leidos in meeting any future Government Buying Standards that are introduced which apply to this Agreement.

15. End of Agreement Activities

15.1. Overall End-of-Agreement Requirement. Leidos Supply Terms and Conditions (T&Cs Condition 33 (Agreement and Purchase Order Closeout)) refers. The Commodity Supplier shall ensure all documents are delivered and patterns returned to enable Leidos to re-tender

15.2. If applicable, any standard patterns issued by Leidos during the life of the Agreement must be returned to Leidos three months prior to expiry of the Agreement. Any lost Standard Pattern(s) will attract an administrative charge as notified on form DC105 plus the cost of a replacement item, plus VAT to be paid promptly by the Commodity Supplier to Leidos prior to the expiry of the Agreement

15.3. The Commodity Supplier may be requested by Leidos to attend an End of Agreement Review Meeting to discuss any outstanding issues and to gain feedback on the Agreement performance. This will take place during the last year of the Agreement's duration. To aid this meeting the Commodity Supplier may be asked to provide ad hoc information and reports to support these discussions.

16. Order Patterns and the Forward Purchase of Material

16.1. Leidos acknowledges that:

- a. Both the timing and quantities of orders ("Order Patterns") can be irregular and difficult to predict and that this can be reflected in the Order Patterns placed upon the Commodity Supplier by Leidos under the Agreement.
- b. The Commodity Supplier, in order to satisfy those Order Patterns, may find it necessary, during the lifetime of the Agreement, to manufacture material in quantities greater than those needed to satisfy current Purchase Orders ("Forward Purchase of Material").
- c. The Forward purchase of Raw Material may result in the Commodity Supplier being left with residual material at the end of the Agreement ("Residual Material").

16. Obsolescence Management

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16.1 Team Leidos requires advance notice of impending product obsolescence. The Supplier is to provide a minimum of six months' notice prior to any product becoming obsolete. Product obsolescence must be reported to the Team Leidos Technical Manager and Supply Chain Coordinator.

16.2 Should an item be declared obsolete the Commodity Supplier will be required to investigate with a view to offering an alternative or equivalent item meeting the same 'Fit, Form and Function'.

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Appendix A: Supply of Data for Hazardous Articles, Materials and Substances

1. The Commodity Supplier shall provide to Leidos:
 - a. For each hazardous material or substance supplied, a Safety Data Sheet (SDS) in accordance with the Classification, Labelling and Packaging (CLP) Regulation 1272/2008, and
 - b. For each hazardous Article, safety information as required by the Health and Safety at Work etc. Act 1974, at the time of supply.
 - c. Where the supplier deems the commodity to be non-hazardous against the above regulation and act, they will provide affirmation on the Annex A to this StOR.

Nothing in this StOR shall reduce or limit any statutory duty or legal obligation of the Leidos or the Commodity Supplier.

2. If the item of supply contains or is a substance falling within the scope of the REACH Regulation (EC) No 1907/2006:
 - a. The Commodity Supplier shall provide to Leidos an SDS for the substance in accordance with the Regulation. If the Commodity Supplier becomes aware of new information which may affect the risk management measures or new information on the hazard, the Commodity Supplier shall update the SDS and forward it to Leidos and to the address listed in Paragraph 8 below.
 - b. Leidos, if it becomes aware of new information regarding the hazardous properties of the substance, or any other information that might call into question the appropriateness of the risk management measures identified in the safety data sheet supplied, shall report this information in writing to the Commodity Supplier.
3. If the Commodity Supplier is required, under, or in connection with the Agreement, to supply Articles or components of Articles that, in the course of their use, maintenance, disposal, or in the event of an accident, may release hazardous materials or substances, they shall provide to Leidos a list of those hazardous materials or substances, and for each hazardous material or substance listed, provide an SDS.
4. The Commodity Supplier shall provide to Leidos a completed statement as at [Annex A] to this StOR.
5. If the Articles, materials or substances are ordnance, munitions or explosives, in addition to the requirements the CLP Regulation 1272/2008 and REACH Regulation 1907/2006 the Contractor shall comply with hazard reporting requirements of DEF STAN 07-085 Design Requirements for Weapons and Associated Systems.
6. If the Articles, materials or substances are or contain or embody a radioactive substance as defined in the Ionising Radiation Regulations SI 1999/3232, the Contractor shall additionally provide details of:
 - a. Activity
 - b. The substance and form (including any isotope);
7. If the Articles, materials or substances have magnetic properties, the Contractor shall additionally provide details of the magnetic flux density at a defined distance, for the condition in which it is packed.
8. Any SDS to be provided in accordance with this StOR, including any related information to be supplied in compliance with the Contractor's statutory duties under Paragraph 1.a. and 2.a., any information arising from the provisions of Paragraphs 5, 6 and 7 and the completed Statement at [Annex A] to the StOR, shall be provided in your tender response to the Commercial Officer defined in the

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Agreement, and no later than one (1) month prior to the Purchase Order delivery date, unless otherwise stated in the Agreement. In addition, so that the safety information can reach users without delay, a copy shall be sent as an email with attachment(s) in Adobe PDF or MS WORD format to LCST-Master-Data@tvsscs.com with the Subject Header Product Safety Data Sheet.

9. Failure by the Commodity Supplier to comply with the requirements of this StOR shall be grounds for rejecting the affected Articles. Any withholding of information concerning hazardous Articles, materials or substances shall be regarded as a breach of the Agreement for which Leidos reserves the right to require the Commodity Supplier to rectify the breach immediately at no additional cost to Leidos or to terminate the Agreement without compensation.

10. In exercising its rights or remedies under this StOR, Leidos shall act in a reasonable and proportionate manner having regard to the gravity of the failure.

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Appendix A- Annex A StOR to Agreement LSL/DC/0135

Hazardous Articles, Deliverables, Materials or Substances Statement by the Commodity Supplier

Agreement Number: [Click here to enter text.](#)

Agreement Title: [Click here to enter text.](#)

Commodity Supplier: [Click here to enter text.](#)

Date of Agreement: [Click here to enter text.](#)

Check box (☑) as appropriate:

To the best of our knowledge there are no hazardous Articles, Deliverables, materials or substances to be supplied.

To the best of our knowledge the hazards associated with Articles, Deliverables, materials or substances to be supplied under the Contract are identified in the Safety Data Sheets attached in accordance with Condition 1 and 2. All the Data Sheets are stated in the below table. Each of the stated Safety Data Sheets below is to be attached overleaf in order.

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Name (Forename and Surname): [Click here to enter text.](#)

Job Title: [Click here to enter text.](#)

Supplier's Signature: _____

Date: [Click here to enter text.](#)

Data Sheet table: Supplier Only				Team Leidos Only		
Serial No.	Agreement; Item of Supply Reference No.	Safety Data Sheet; Item of Supply Reference No.	Safety Data Sheet Title	Msys Reference No.	DMC	NSN

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Appendix A- Annex A StOR to Agreement LSL/DC/0135

Team Leidos Contact details concerning Hazardous Articles, Deliverables, Materials or Substances:

Contact Email: LCST-Master-Data@tvsscs.com

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Version Control

This document uses version control history. Draft documents for review shall have a 'DRAFT' watermark on each page. The first draft version is shown as D01C00 in the document header (then D02C00, D03C00 etc., for subsequent drafts). The first approved, fully released document is shown as R01C00 (then R02C00, R03C00, etc., for subsequent approved versions). A minor change (such as a formatting change or a spelling mistake) within a draft or a released document is shown as C01, C02 etc.

Version	Date	Author	Amendment
D01C00			First Draft
R01C00			Amendments following initial peer review
R02C00			
R03C00			
R04C00	30-08-2017	Ann Halliday	
R05C00	20-09-2018	Ann Halliday	Amendments: formatting and inclusion of version control and appendixes A and B.

Note: When updating this document and the Version Control table, the document header needs to be updated with the latest version number.

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