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

1. REQUISITION NUMBER: 1000035692

2. CONTRACT NO.

3. AWARD/EFFECTIVE DATE

4. ORDER NUMBER

5. SOLICITATION NUMBER: SPE300-15-R-0020

6. SOLICITATION ISSUE DATE: 2015 JUN 10

7. FOR SOLICITATION INFORMATION CALL:

a. NAME: Angela Cusati PSPTAA9

b. TELEPHONE NUMBER (*No Collect calls*): Phone: 215-737-9108

8. OFFER DUE DATE/ LOCAL TIME: 2015 AUG 12 03:00 PM

9. ISSUED BY — CODE SPE300

DLA TROOP SUPPORT
DIRECTORATE OF SUBSISTENCE
700 ROBBINS AVENUE
PHILADELPHIA PA 19111-5096
USA

10. THIS ACQUISITION IS
- [X] UNRESTRICTED OR
- [ ] SET ASIDE: _____ % 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: 311812

SIZE STANDARD:

11. DELIVERYFOR FOB DESTINATION UNLESS BLOCK IS MARKED
- [ ] SEE SCHEDULE

12. DISCOUNT TERMS

- [ ] 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

13b. RATING

14. METHOD OF SOLICITATION
- [ ] RFQ
- [ ] IFB
- [X] RFP

15. DELIVER TO — CODE

SEE SCHEDULE

16. ADMINISTERED BY — CODE

17a. CONTRACTOR/ OFFEROR — CODE — FACILITY CODE

TELEPHONE NO.

18a. PAYMENT WILL BE MADE BY — CODE

- [ ] 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 *(Use Reverse and/or Attach Additional Sheets as Necessary)*				

25. ACCOUNTING AND APPROPRIATION DATA

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

- [X] 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA [X] 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

- [X] 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._____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA *(SIGNATURE OF CONTRACTING OFFICER)*

30b. NAME AND TITLE OF SIGNER *(Type or Print)*

30c. DATE SIGNED

31b. NAME OF CONTRACTING OFFICER *(Type or Print)*

31c. DATE SIGNED

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

SF 1449 - CONTINUATION SHEET

ADMIN DATA/DELIVERY SCHEDULE
CONTINUATION OF THE BLOCKS ON PAGE 1 (SF 1449)

BLOCK 8 (continued):

OFFER DUE DATE/LOCAL TIME:

Wednesday, August 12, 2015 at 3:00 P.M. Eastern Standard Time

BLOCK 9 (continued):

All offers/modifications/withdrawals must be plainly marked on the OUTERMOST ENVELOPE with the solicitation number, closing date, and time set for the receipt of offers.

Send MAILED OFFER to:

DEFENSE LOGISTICS AGENCY
DLA TROOP SUPPORT
POST OFFICE BOX 56667
PHILADELPHIA, PA 19111-6667

Deliver HANDCARRIED OFFER, including delivery by commercial carrier, to:

DLA TROOP SUPPORT
BUSINESS OPPORTUNITIES OFFICE
BLDG. 36, SECOND FLOOR
700 ROBBINS AVENUE
PHILADELPHIA, PA 19111-5092

NOTES:
(1)
All hand carried offers are to be delivered to the Business Opportunities Office between 8:00 a.m. and 5:00 p.m., Monday through Friday, except for legal federal holidays as set forth in 5 USC 6103. Offerors using a commercial carrier service must ensure that the carrier service “hand carries” the package to the Business Opportunities Office specified above for hand carried offers prior to the scheduled opening/closing time. Package must be plainly marked ON THE OUTSIDE OF THE COMMERCIAL CARRIER’S ENVELOPE with the solicitation number, date, and time set forth for receipt of offers as indicated in Block 8 of the Standard Form 1449.
(2)
Examples of “hand carried” offers include: In-person delivery by Contractor, Fed Ex, Airborne, UPS, DHL, Emery, other commercial carrier, USPS Express Mail and USPS Certified Mail.

ADDITIONAL NOTE: Contractors intending to deliver offers in-person should be advised that the Business Opportunities Office (Bid Room) is located within a secured military installation. In order to gain access to the facility, an escort may be required. The escort will be an employee of the Bid Room. The following are telephone numbers for the Bid Room: (215) 737-8511, (215) 737-9044, (215) 737-7354, (215) 737-0317, or (215) 737-8566. It is the offeror’s responsibility to ensure that the offers are received at the correct location at the correct time. Please allow sufficient time to complete delivery of hand carried offers. Since the length of time necessary to gain access to the facility varies based on a number of circumstances, it is recommended that you arrive at the installation at least one hour prior to the time solicitation closes to allow for security processing and to secure an escort.

NOTE: THIS IS A SUGGESTION AND NOT A GUARANTEE THAT YOU WILL GAIN ACCESS TO THE BASE IF YOU ARRIVE ONE HOUR BEFORE THE OFFER IS DUE.

CONTINUED ON NEXT PAGE

NOTE: Facsimile and e-mail offers are not acceptable forms of transmission for submission of initial proposals or revisions to initial proposals submitted in response to this solicitation. As directed by the Contracting Officer, facsimile and e-mail may be used during discussions/negotiations, if discussions/negotiations are held, for proposal revision(s), including Final Proposal revision(s).

BLOCK 17A. (Continued):

Offeror's assigned Data Universal Numbering System (DUNS) Number: _____
(If you do not have a DUNS number, contact the individual identified in Block 7a of the SF 1449 or see 52.212-1, Instructions to Offerors—Commercial Items (paragraph j) for information on contacting Dun and Bradstreet.)

Offeror's assigned Contractor and Government Entity (CAGE) Code: _____

PRIMARY COMPANY POC/NEGOTIATOR: _____

PHONE #: _____

E-MAIL ADDRESS: _____

FAX NUMBER: _____

BLOCK 17B. (Continued)

Remittance Address:

REMITTANCE WILL BE MADE TO THE ADDRESS THAT THE CONTRACTOR HAS LISTED IN THE CENTRAL CONTRACTOR REGISTER (CCR).

AUTHORIZED NEGOTIATORS:

The offeror represents that the following persons are authorized to negotiate on its behalf with the Government in connection with this request for proposal. Please list names, titles, e-mail addresses, and telephone numbers for each authorized negotiator.

_____
_____
_____
_____

BLOCKS 19-24 (continued): SEE STATEMENT OF WORK & SCHEDULE OF ITEMS

CONTINUED ON NEXT PAGE

Form

52.211-9014 CONTRACTOR RETENTION OF TRACEABILITY DOCUMENTATION (AUG 2012) DLAD

CAUTION NOTICE

THE CONTENT AND STRUCTURE OF SOLICITATION SPE300-15-R-0020 IS NEW.

PLEASE, READ CAREFULLY BEFORE SUBMITTING YOUR OFFER.

THE REQUIREMENTS FOR THE SOUTH CAROLINA REGION ARE BEING SOLICITED USING TWO DIFFERENT PRICING MODELS (COMPONENT PRICE MODEL AND FIXED UNIT PRICE MODEL). AN OFFEROR MAY SUBMIT A PROPOSAL UNDER EITHER PRICING MODEL, OR BOTH. THE AWARD WILL BE MADE USING LOWEST PRICE TECHNICALLY ACCEPTABLE PROCEDURES (LPTA) AND THE AWARD WILL BE MADE TO THE LOWEST EVALUATED OFFER THAT HAS BEEN DETERMINED ACCEPTABLE ON ALL NON-PRICE FACTORS, REGRADLESS OF THE PRICING MODEL UNDER WHICH IT'S PROPOSAL WAS SUBMITTED.

THE CONTRACT CLAUSES SECTION OF THIS SOLICITATION INCLUDES 52.216-9901 ECONOMIC PRICE ADJUSTMENT- DEPARTMENT OF LABOR PRICE INDEX (MARCH 2012) – DLA TROOP SUPPORT – SUBSISTENCE (FAR DEVIATION 12-01)

THE CONTRACT CLAUSES SECTION OF THIS SOLICITATION INCLUDES THE REVISED DLAD 52.216-9064 ECONOMIC PRICE ADJUSTMENT (EPA) – ACTUAL MATERIAL COSTS FOR SUBSISTENCE DELIVERED PRICE BUSINESS MODEL – DLA TROOP SUPPORT SUBSISTENCE PRIME VENDOR (SPV) CONTIGUOUS UNITED STATES (CONUS) (FEB 2013)

NOTE: DLAD 52.216-9064 ONLY APPLIES TO THE NON-PRODUCER PRICE INDEX (PPI) ITEMS, WHICH ARE THE ITEM THAT ARE NOT SUBJECT TO THE MONTHLY ADJUSTMENTS BASED ON THE PRODUCER PRICE INDEX IF THE AWARD IS MADE TO AN OFFEROR THAT SUBMITTED A PROPOSAL UNDER THE FIXED UNIT PRICE MODEL. HOWEVER, THIS CLAUSE WILL APPLY TO ALL ITEMS IF THE AWARD IS MADE TO AN OFFEROR THAT SUBMITTED A PROPOSAL UNDER THE COMPONENT PRICE MODEL AND 52.216-9901 WILL NOT BE APPLIED.

THE CONTRACTING OFFICER MAY USE AN ON-LINE REVERSE AUCTION AS A MEANS OF CONDUCTING PRICE DISCUSSIONS UNDER SOLICITATION SPE300-15-R-0020.
DLA TROOP SUPORT WILL PROVIDE TRAINING TO OFFERORS ON THE REVERSE AUCTION PROCEDURES AND THE ON-LINE AUCTION SYSTEM.

******PRE-PROPOSALMEETING******

DLA TROOP SUPPORT WILL HAVE A PRE-PROPOSAL MEETING TO FURTHER CLARIFY AND DISCUSS THE REQUIREMENTS OF THIS SOLICITATION.

THE PRE-PROPOSAL MEETING WILL TAKE PLACE ON MONDAY JUNE 22, 2015 AT 10:00 A.M. EASTERN STANDARD TIME. THE LOCATION IS AS FOLLOWS:

DLA TROOP SUPPORT
700 ROBBINS AVENUE
PHILADELPHIA, PA 19111
BUILDING 4 AUDITORIUM

******PRE-PROPOSAL QUESTIONS******

DLA TROOP SUPPORT WILL ENTERTAIN PRE-PROPOSAL QUESTIONS TO FURTHER CLARIFY AND DISCUSS THE REQUIREMENTS OF THIS SOLICITATION.

DUE DATE FOR QUESTIONS IS: JULY 17, 2015

IF YOU PLAN TO SUBMIT QUESTIONS, PLEASE SEND A FAX or E-MAIL WITH THE FOLLOWING INFORMATION:

NAME OF FIRM
NAME AND TITLE OF REPRESENTATIVE
ADDRESS OF FIRM
PHONE AND FAX NUMBER
SIZE OF BUSINESS
QUESTIONS

THIS INFORMATION MAY BE EMAILED TO SEAN GEMMELL OR ANNA NGUYEN AT Sean.Gemmell@dla.mil OR Anna.Nguyen@dla.mil.

NOTE: Vendors are encouraged to carefully review the solicitation before developing questions for submission. Answers to questions will be provided via amendment.

???? DID YOU REMEMBER TO: ????

Number	Reminder	Check
1	Fill in and sign SF1449 as required?	
2	Sign and return any/all amendments?	
3	Return one (1) completed copy of the solicitation?	
4	Prepare and return 3 copies of the Non-Price Proposal (2 hard copies and 1 CD) and 3 copies (2 hard copies and 1 CD) of the Price Proposal? **Electronic copies of Non-Price Proposals shall be submitted in Microsoft Word format or Portable Document Format (PDF) and Electronic Copies of the Price Proposals shall be submitted in Microsoft Excel format.**	
5	Read 52.212-1 (Instructions to Offerors – Commercial Items, Feb 2012), and 52.212-2 (Evaluation – Commercial Items, Jan 1999) very carefully to assure you prepare your Non-Price and Price Proposals in accordance with the evaluation criteria?	
6	Submit the Price Proposal on the formatted spreadsheets in accordance with the instructions in the solicitation (2 hard copies and 1 CD)?	
7	Mark your calendar with the date scheduled for the Pre-proposal Meeting?	
8	Submit your best offer?	
9	Submit a Small Business Subcontracting Plan if your firm is a large business?	
10	Check your math for accuracy on your Price Proposal?	
11	Identify your authorized negotiators as required? Did you identify which negotiator will serve as the primary point of contact?	
12	Review of DLAD 52.216-9901 ECONOMIC PRICE ADJUSTMENT- DEPARTMENT OF LABOR PRICE INDEX (MARCH 2012) – DLA TROOP SUPPORT – SUBSISTENCE (FAR DEVIATION 12-01)	
13	Complete solicitation fill-ins at: 52.212-3 -- Offeror Representations and Certifications -- Commercial Items (NOV 2013)?	

CAUTION - CONTRACTOR CODE OF BUSINESS ETHICS (FEB 2012)

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) When FAR 52.203-13 is included in the contract, Contractors must provide a copy of its written code of business ethics and conduct to the contracting officer upon request by the contracting officer.

NOTICE TO OFFERORS

The Prime Vendor Contractor ("Contractor") is responsible for furnishing the full-line of food and beverage items required for garrison feeding. In addition, the Contractor may also be requested to provide related non-food items to some customers. Prospective offerors are hereby advised that although there is a guaranteed minimum on this contract, DLA TROOP SUPPORT cannot guarantee that any or all of the customers will order all of their subsistence and related non-food requirements from the successful Contractor. Once the guaranteed minimum has been met, customers may or may not choose to continue ordering from the contract. To a large extent, their decision to continue ordering will be based on the performance of the Contractor.

CONTRACT CLAUSES

ADDENDUM CONTAINING SUPPLEMENTARY CLAUSES IN FULL TEXT AND BY REFERENCE

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

(a) Certain supplies or services to be provided under this contract for use by the Government are required by law to be obtained from nonprofit agencies participating in the program operated by the Committee for Purchase from People Who Are Blind or Severely Disabled (the Committee) under the Javits-Wagner-O'Day Act (41 U.S.C. 48). Additionally, certain of these supplies are available from the Defense Logistics Agency (DLA), the General Services Administration (GSA), or the Department of Veterans Affairs (VA). The Contractor shall obtain mandatory supplies or services to be provided for Government use under this contract from the specific sources indicated in the contract schedule.

(b) The Contractor shall immediately notify the Contracting Officer if a mandatory source is unable to provide the supplies or services by the time required, or if the quality of supplies or services provided by the mandatory source is unsatisfactory. The Contractor shall not purchase the supplies or services from other sources until the Contracting Officer has notified the Contractor that the Committee or an Ability One central nonprofit agency has authorized purchase from other sources.

(c) Price and delivery information for the mandatory supplies is available from the Contracting Officer for the supplies obtained through the DLA/GSA/VA distribution facilities. For mandatory supplies or services that are not available from DLA/GSA/VA, price and delivery information is available from the appropriate central nonprofit agency. Payments shall be made directly to the source making delivery. Points of contact for Ability One central nonprofit agencies are:

(1) National Industries for the Blind (NIB)
1310 Braddock Place,

Alexandria, VA 22314-1691
(703) 310-0500; and.
(2) NISH
8401 Old Courthouse Road
Vienna, VA 2218
www.nish.org
Phone: 571-226-4600

52.232-99 - PROVIDING ACCELERATED PAYMENT TO SMALL BUSINESS SUBCONTRACTORS (DEVIATION) (AUG 2012)

This clause implements the temporary policy provided by OMB Policy Memorandum M-12-16, Providing Prompt Payment to Small Business Subcontractors, dated July 11, 2012.

Upon receipt of accelerated payments from the Government, the contractor is required to make accelerated payments to small business subcontractors to the maximum extent practicable after receipt of a proper invoice and all proper documentation from the small business subcontractor.

Include the substance of this clause, including this paragraph (b), in all subcontracts with small business concerns.

The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

NOTE: Clause *52.216-9064 ECONOMIC PRICE ADJUSTMENT (EPA) – ACTUAL MATERIAL COSTS FOR SUBSISTENCE DELIVERED PRICE BUSINESS MODEL – DLA TROOP SUPPORT SUBSISTENCE PRIME VENDOR (SPV) CONTIGUOUS UNITED STATES (CONUS) (FEB 2013)*
will only be applicable if an award is made to an offer that submitted the lowest evaluated price under the Component Price Model. In addition, this clause will apply to the Non-Producer Price Index Items if an award is made to an offer that submitted the lowest evaluated price under the Fixed Unit Price Model

52.216-9064 ECONOMIC PRICE ADJUSTMENT (EPA) – ACTUAL MATERIAL COSTS FOR SUBSISTENCE DELIVERED PRICE BUSINESS MODEL – DLA TROOP SUPPORT SUBSISTENCE PRIME VENDOR (SPV) CONTIGUOUS UNITED STATES (CONUS) (FEB 2013)

(a) Warranties. For the portion of the schedule that is covered by this EPA clause, the Contractor warrants that—

(1) Contract unit prices covered by this contract do not include allowances for any portion of the contingency covered by this clause; and

(2) Price adjustments invoiced under this contract shall be computed in accordance with the provisions of this clause.

(b) Definitions. As used throughout this clause, the term:

(1) “Private label holder” means:

(i) a manufacturer or grower with whom the Contractor holds an ownership and/or financial interest, or ownership and/or financial interest in a specific item(s) produced by a manufacturer or grower; or

(ii) an entity holding an intellectual property interest, whether by ownership or license, in the label under which product is being sold in the commercial marketplace; or

(iii) an entity holding exclusive marketing and/or sales authority of a product, or one holding property rights in a proprietary product formula.

(2) “Redistributor” means an entity independent of the Contractor from which the Contractor purchases product for purposes of consolidating quantities and/or obtaining a competitive delivered price.

(3) “Standard Freight” means the published list price or prevailing market rate for transportation of subsistence and food service operating supplies, i.e. the transportation charge for delivery from the manufacturer/grower/private label holder or redistributor to the SPV Contractor. This may include interdivision transfers between the SPV Contractor’s warehouses provided the delivered price (inclusive of standard freight) of a product at a given time is identical to the delivered price of the same product at the same time to other commercial customers in the SPV Contractor’s electronic purchasing system.

(i) In the event the SPV Contractor picks up product free on board (f.o.b.) origin from a manufacturer/grower/ private label holder, or arranges for delivery transportation from a third party source other than the manufacturer/grower/private label holder, the standard freight charge shall be based on market tariffs/conditions and shall not exceed the lesser of:

(A) the manufacturer/grower/private label holder’s or manufacturer/grower/private label holder’s carrier’s freight price normally payable by the SPV Contractor for inbound shipments of such products and quantities to the Contractor’s distribution point; or

(B) an average price based on market conditions for freight in the same market for the same type of freight service for like products, shipping methods and quantities.

(ii) In rare circumstances, and only with the Contracting Officer’s written approval, the SPV Contractor may use drop shipments, i.e. the product is shipped directly from the manufacturer/grower/private label holder to the customer without the SPV Contractor taking possession. This may involve transportation charges using non-standard freight such as FedEx, United Parcel Service (UPS), or the United States (U.S.) Postal Service. In such instances the Contracting Officer will determine price reasonableness on the unit price inclusive of freight.

(4) “Contract unit price” means the total price per unit charged to DLA Troop Support for a product delivered to DLA Troop Support’s customers. The Contract unit price consists of three components: delivered price plus distribution price less Government rebates and discounts. The unit price sum of the three component prices shall be rounded up or down as applicable, to the nearest cent to determine the final Contract unit price.

(5) Delivered price

(i) Delivered price” means the most recent manufacturer, grower, or private label holder commercial price per unit to the Contractor, inclusive of all standard freight, that is input in the Contractor’s purchasing system as the starting basis for its pricing to customers prior to the application of any specific distribution fees, rebates, discounts, limited discounts, or other financial agreements with the Contractor’s customers. The delivered price shall be based on f.o.b. destination delivered using standard freight. The delivered price shall exclude all costs that are to be covered in the distribution price. The SPV Contractor warrants that the delivered price to its delivering warehouse of a product sold at any given time by the SPV Contractor to DLA Troop Support customers is identical to the delivered price of such product sold at the same time to its other customers.

(A) Exception: For mandatory source items, the delivered price shall be limited to the nonprofit agency’s price for product as set in accordance with applicable law, plus standard freight.

(B) Exception: A redistributor’s price for a specific manufacturer/grower/private label holder’s product (or stock keeping unit (SKU)) may be used as long as the redistributor’s price for the quantity ordered is equal to or lower than the manufacturer’s/ grower’s/ private label holder’s current price inclusive of Government rebates and discounts (as defined below). Supporting documentation (published price list, manufacturer letter/email, or similar proof of price comparison) may be required. The determination that the supporting

documentation is sufficient to establish the manufacturer's/grower's/ private label holder's current price rests solely with the Contracting Officer.

(C) Exception: Standard freight may not apply to drop shipments and f.o.b. origin pickups.

(ii) The Contractor shall utilize best commercial practices in purchasing its food items under this contract, to include seeking and using competition to the maximum extent practicable for all purchases and purchasing in the most economical order quantities and terms and conditions.

(6) "Distribution Price(s)" means the firm fixed price portion of the Contract Unit price, offered as a dollar amount per unit of issue, rounded up or down to the nearest cent. The distribution price is the only method for the Contractor to bill the Government for all aspects of contract performance other than delivered price; including but not limited to, the performance requirements of the statement of work(SOW) for the applicable SPV solicitation and resulting contract. As detailed above in paragraph (5), delivered price is distinct from and not to be included in the distribution price. For both drop shipments and Government pick-ups, the Contracting Officer may negotiate a reduced distribution price with the Contractor since the Contractor is not handling the product.

(7) "Government rebates and discounts" means all rebates, discounts, and limited discounts designated for the Government, including National Allowance Pricing Agreements (NAPA) discounts, food show discounts, early payment discounts (other than qualifying early payment discounts as defined in the Rebates, Discounts and Price Related Provisions section of the solicitation), and any other rebates, discounts, or similar arrangements designated by the manufacturer/grower/ private label holder or redistributor to be passed to the Government or passed to all customers without specific designation. In accordance with other provisions of the contract (and subject to any applicable exceptions in those provisions), all Government rebates and discounts shall be passed to the Government via a reduced catalog price (i.e. "off invoice"). Any Government rebates and discounts that must be passed to the
Government and which cannot be applied as an up-front price reduction must be submitted via check payable to the U.S. Treasury, with an attached itemized listing of all customer purchases by line item to include contract number, call number, purchase order number and contract line item number (CLIN).

(8) "Ordering catalog" means the electronic listing of items and their corresponding Contract unit prices available for ordering under this contract.

(9) "Ordering Week" means from Sunday at 12:01 AM through the following Saturday until midnight (Eastern Time ET, standard or daylight as applicable).

(c) Price adjustments.

(1) General.

(i) All Contract unit prices shall be fixed and remain unchanged until changed pursuant to this clause or other applicable provision of the contract. Only the delivered price component of the Contract unit price is subject to adjustment under this clause. After the first ordering week, if the Contractor's delivered price changes for any or all Contract unit prices, the Contract unit price shall be changed in the next week's ordering catalog upon the Contractor's request, submitted in accordance with paragraph (iii) below, by the same dollar amount of the change in the delivered price, subject to the limitations in paragraph (d). The price change shall be effective at the beginning of the next ordering week. All ordering catalog unit prices computed in accordance with this clause and in effect when an order is placed shall remain in effect for that order through delivery. DLA Troop Support will be charged the Contract unit price in effect at the time of each order regardless of any changes in the unit price occurring in any subsequent ordering week.

(ii) Catalog delivered prices must be reflective of the Contractor's last receipt price (the price of the stock most recently received into SPV Contractor's inventory).

(iii) Updates to the delivered price: All notices and requests for new item delivered prices and price changes shall be submitted weekly, no later than 1:30 PM Eastern Time on Wednesday, to be effective in the following ordering week's ordering catalog prices. The delivered price shall have any and all Government rebates and discounts subtractions made prior to presenting the delivered price to DLA

Troop Support. The Contractor shall notify the Contracting Officer of its notice/request in the form of an electronic data interchange (EDI) 832 transaction set. The change notice shall include the Contractor's adjustment in the delivered price component of the applicable Contract unit price. Upon the Contracting Officer's acceptance of such EDI 832 price changes in accordance with paragraph (v) below, the price change transaction sets will post in the next week's ordering catalog and each Contract unit price shall be changed by the same dollar amount of the change in the delivered price in the next week's ordering catalog.

(iv) All price changes, and catalog contract prices, are subject to review by the Government. The Contracting Officer may at any time require the submission of supporting data to substantiate any requested price change or the requested continuation of the pre-existing price for any item, including prices applicable to prior ordering weeks. Upon notice from the Contracting Officer that supporting data is required, the Contractor shall promptly furnish to the Government all supporting data, including but not limited to, invoices, quotes, price lists, manufacturer/grower/ private label holder documentation regarding Government rebates and discounts, and any other substantiating information requested by the Contracting Officer.

(v) Price change requests that the Contracting Officer questions or finds to be inconsistent with the requirements of this clause shall not be posted until the Contracting Officer specifically authorizes the posting. If the Contracting Officer does not notify the Contractor by close of business Eastern Time each Friday that a price or a price change request is being questioned or has been found to be erroneous, the price change(s) will post to the ordering catalog effective the beginning of the following ordering week. The posting of updated prices in the ordering catalog, calculated in accordance with this clause, constitutes a modification to this contract. No further contract modification is required to effect this change. Any changes that post to the ordering catalog do not constitute a waiver of any of the rights delineated elsewhere in the contract.

(vi) Should the Contracting Officer determine that, or question whether a price change request contained an erroneous unit price or price change, or cannot otherwise determine the changed price(s) to be fair and reasonable, such as when the changed price(s) is(are) higher than lower delivered prices for items of comparable quality which are reasonably available to the Government or Contractor from other sources, the Contracting Officer will so advise the Contractor, prior to close of business Eastern Time on Friday. If the Contracting Officer cannot determine a price fair and reasonable, and the Contracting Officer and the Contractor cannot negotiate a fair and reasonable price, the Contracting Officer may reject any price change and direct in writing that the item in question be removed from the Contractor's ordering catalog, without Government liability. The Contracting Officer may subsequently remove any such item from the ordering catalog if the Contractor fails to remove it. The Government has the right to procure such removed items from any alternate source of supply, and the failure of the Contractor to supply such item may be considered negatively in any evaluation of performance.

(vii) In the event of a price change not posting or an ordering catalog contract unit price not computed in accordance with this clause, resulting in an incorrectly increased or decreased Contract unit price, upon discovery of such event the Contractor shall promptly notify the Contracting Officer in writing and promptly thereafter correct its ordering catalog and submit a refund including interest for any amounts paid to the Contractor resulting from the erroneous price. In the event of an erroneous price decrease in the ordering catalog, if the Contractor can demonstrate to the satisfaction of the Contracting Officer that the error did not result from the fault or negligence of the Contractor, the Contractor may submit a request for equitable adjustment for consideration by the Contracting Officer.

(2) Limitations. All adjustments under this clause shall be limited to the effect on contract unit prices of actual increases or decreases in the delivered prices for material. There shall be no upward adjustment for—

Supplies for which the delivered price is not affected by such changes;
Changes in the quantities of materials; and
Increases in unit prices that the Contracting Officer determines are computed incorrectly (i.e. not adhering to the Contract Unit Price definition in this clause) and/or increases in unit prices that the Contracting Officer determines are not fair and reasonable.

(3) If the Contracting Officer rejects a proposed adjustment for an item because the adjusted unit price cannot be determined fair and reasonable, the Contractor shall have no obligation to fill future orders for such item as

of the effective date of the proposed adjustment unless such item is subsequently added to the contract at a Unit Price that is determined fair and reasonable. Alternately, the item may be retained on the catalog at the prior (unadjusted) price for as long as both parties agree to do so.

d) Upward ceiling on economic price adjustment. The aggregate of contract delivered price increases for each item under this clause during the contract period inclusive of any option period(s) shall not exceed 30 percent (%) for all items except fresh fruits and vegetables (FF&V) and 90 percent (%) for fresh fruits and vegetables (FF&V) of the initial contract delivered price, except as provided below:

(1) If at any time the Contractor has reason to believe that within the near future a price adjustment under the provisions of this clause will be required that will exceed the current contract ceiling price for any item, the Contractor shall promptly notify the Contracting Officer in writing of the expected increase. In the event the latest actual market price for an item would result in a contract unit price that will exceed the allowable ceiling price under the contract, then the Contractor shall immediately notify the Contracting Officer in writing or via its EDI 832 price change request and separate email no later than the time specified in paragraph (c)(1)(iii) above. With either such notification the Contractor shall include a revised ceiling the Contractor believes is sufficient to permit completion of remaining contract performance, along with appropriate explanation and documentation as required by the Contracting Officer.

(2) If an actual increase in the delivered price would raise a contract unit price for an item above the current ceiling, the Contractor shall have no obligation under this contract to fill future orders for such items, as of the effective date of the increase, unless the Contracting Officer issues a contract modification to raise the ceiling. If the contract ceiling will not be raised, the Contracting Officer shall so promptly notify the Contractor in writing. After evaluation of a requested actual price increase, if the Contracting Officer authorizes the change in the contract unit price, the Contractor shall submit an EDI 832 price change. The price change shall be posted for the following week's ordering catalog.

(e) Downward limitation on economic price adjustments. There is no downward limitation on the aggregated percentage of decreases that may be made under this clause.

(f) Examination of records. The Contracting Officer or designated representative shall have the right to examine the Contractor's books, records, documents and other data, to include commercial sales data, that the Contracting Officer deems necessary to verify Contractor adherence to the provisions of this clause. Such examination may occur up to twice a year (except as provided for below) until the end of 3 years after the date of final payment under this contract or the time periods specified in Subpart 4.7 of the Federal Acquisition Regulation (FAR), whichever is earlier. These will normally involve Government selection of a statistically significant sample size of invoices/records to examine based on the number of line items on the specific contract catalog. If an examination of records reveals irregularities, further examinations and/or a larger sample size may be required. In addition to normal examination, the Government may conduct additional examinations at the contracting officer's discretion.

(g) Final invoice. The Contractor shall include a statement on the final invoice that the amounts invoiced hereunder have applied all decreases required or authorized by this clause.

(h) Disputes. Any dispute arising under this clause shall be determined in accordance with the "Disputes" clause of the contract.

52.216-9901 ECONOMIC PRICE ADJUSTMENT- DEPARTMENT OF LABOR PRICE INDEX (MARCH 2012) – DLA TROOP SUPPORT – SUBSISTENCE (FAR DEVIATION 12-01)

WARRANTIES. The Contractor warrants that--

The unit prices set forth in the Schedule do not include allowances for any portion of the contingency covered by this clause; and

The prices to be invoiced shall be computed in accordance with the provisions of this clause.

DEFINITIONS. As used throughout this clause--

"Price Index" for the purpose of price adjustment under this clause shall be the first published index reported in the monthly publication entitled, "Producer Price Indexes", published by the U.S. Department of Labor, Bureau of Labor Statistics ("BLS") for the following code number(s) and title(s): *see attached schedule of items/list of 36 PPI categories*.

The first published index is the initial publication of the index ("preliminary" with a "(P)") for a given month. It is available from www.bls.gov/ppi approximately two calendar weeks into the following month and will be used to update unit prices. This index will always be the most recently published index at the time the adjustment is made. No further adjustment shall be made due to any subsequent revision that may be published by the BLS.

"Base price index" is the benchmark index used to measure all changes in price. It is the first published index at the later of these two dates: 1.) the closing date for receipt of proposals; or 2.) if applicable, the date required for receipt of final proposal revisions. (Archived data is available at http://www.bls.gov/ppi/ppi_dr.htm)

For contract option periods, the base price index is the adjusting price index at the end of the immediately preceding contract period.

(2) "Adjusting price index" shall always be the most recently published index available on the day in which the adjusting contract modification becomes effective.

"Base unit price" is the unit price for each contract line item, established at the later of these two dates: 1.) the closing date for receipt of proposals; or 2.) if applicable, the date required for receipt of final proposal revisions. This price is exclusive of any adjustment pursuant to this clause.

For contract option periods, the base unit price is the final adjusted unit price at the end of the immediately preceding contract period, which shall include adjustments pursuant to this clause.

"Adjustment period" is the amount of time, measured in months, during which the unit price for each contract line item must remain fixed.

) The initial unit price (see (b)(7), *infra*) shall be the price for the first adjustment period. The first adjustment period may run shorter or longer than subsequent adjustment periods depending on the day on which the contract becomes effective;

Each adjustment period following the first adjustment period shall begin on (*the first Sunday of the month*);

Unit Prices may only be adjusted between each adjustment period;

Unit Prices shall never change within any single adjustment period;

There shall be *12* adjustment periods per calendar year;

) The length of each adjustment period, in months, shall be calculated by

dividing 12 by the number of adjustments allowed per year pursuant to the fill-in in (b)(5)(E), above.

"Adjusted Unit Price" is the adjusted price for each contract line item at the start of each new adjustment period.

"Initial Unit Price" is the price for each contract line item at the start of the contract. The initial unit price is always established by taking the percentage change between these two index values:

) The value of the most recently published index at the time the government

receives the base unit price (e.g. the base price index—see (b)(2), *supra*); and

) The value of the most recently published index at the start of the contract performance period.

This percentage change is applied pursuant to (c) Adjustments, *infra*, to the base unit price. If the index value has not changed between these two points in time, the initial unit price shall be the base unit price. The initial unit price shall not be considered an adjustment; rather, this mechanism serves to protect the government and the contractor from market fluctuations that occur between receipt of proposals/proposal revisions (see “base unit price” definition, (b)(4) *supra*) and the commencement of the contract period. All future adjustments (whether these are done monthly, quarterly or otherwise) shall be made pursuant to (c) Adjustments, infra.

ADJUSTMENTS. Prior to the end of each adjustment period, the Contracting Officer shall obtain the adjusting price index from BLS and calculate any adjusted unit price(s) for the next adjustment period and modify the contract accordingly. Price adjustments pursuant to this clause shall be made by contract modification, issued by the Contracting Officer, and will show the following five elements for each contract line item: 1.) the base price index; 2.) the adjusting price index; 3.) the base unit price; 4.) the mathematical calculations; and 5.) the adjusted unit price(s).

The price adjustment(s) shall be applicable to orders issued during the following adjustment period. The price adjustment(s) for each adjustment period shall be based on the percentage change between 1.) the base price index; and 2.) the adjusting price index for the adjustment period, as applied to the base unit price.

The Government shall be entitled to a price decrease in any particular adjustment period if the adjusting price index is less than the base price index. Accordingly, the contractor shall be entitled to a price increase in any particular adjustment period if the adjusting price index is greater than the base price index.

Example of adjustment calculation:

Step 1: (Adjusting Price Index – Base Price Index)/Base Price Index = Change in Index*
Step 2: Base Unit Price x Change in Index = Unit Price Adjustment**
Step 3: Base Unit Price + Unit Price Adjustment = Adjusted Unit Price

Base Price Index: 109.9
Adjusting Price Index: 112.7
Base Unit Price: $50.00

Step 1: (112.7 -109.9)/109.9 = 0.0255*(2.55%)
Step 2 $50.00 x 0.0255 = $1.28**
Step 3: $50.00 + $1.28 = $51.28

* This figure shall be rounded to the fourth decimal place.

** All dollar figures shall be rounded to the nearest cent.

New items added to the catalog shall be adjusted in the same manner as existing catalog items, subject to the following clarifications:

The base unit price shall be negotiated and shall be effective on the date the

contracting officer signs the catalog add approval form;

The base price index shall be the adjusting price index effective on the date the contracting officer signs the catalog add approval form. This may or may not be the most recently published index by BLS but will place the new item add on the same time schedule as the rest of the items on the catalog.

UPWARD CEILING ON ECONOMIC PRICE ADJUSTMENT. No upward ceiling, for the entire contract, shall apply under this economic price adjustment clause except for items with associated BLS series codes which are measured beyond the six-digit level (an index "beyond the six-digit level" means an index whose identifier exceeds six-digits). Not every line item shall be measured beyond six-digits— these shall be identified in the solicitation. For any BLS series that is beyond the six-digit level, the following ceiling shall apply: The Contractor agrees that the increases on the unit price of each beyond-six-digit line item under this clause shall not exceed *90*% (percent) of the base unit price, except as provided hereafter. This is not cumulative for all beyond-six-digit line items, but shall be measured on an item by item basis.

If at any time the Contractor has reason to believe that within the near future a price adjustment under the provisions of this clause will be required that will exceed the adjustment ceiling for any item, the Contractor shall promptly notify the Contracting Officer in writing of the expected increase. The notification shall include a revised ceiling the Contractor believes is sufficient to permit completion of remaining contract performance, along with appropriate explanation and documentation as required by the Contracting Officer.

If an increase in the price index would raise the unit price for an item above the current ceiling, the Contracting Officer may issue a contract modification to raise the ceiling. If the contract ceiling will not be raised, the Contracting Officer shall promptly notify the Contractor in writing

INVOICES. The prices payable under this contract will be based on the latest adjusted unit price incorporated into the contract as of the date of order.

) REVISION OF PRICE INDEX. In the event-

Any applicable price index is discontinued or its method of derivation is altered substantially; or

The Contracting Officer determines that the price index consistently and substantially fails to reflect market conditions, the parties shall mutually agree upon an appropriate and comparable substitute and the contract shall be modified to reflect such substitute effective on the date the price index was discontinued, altered, or began to consistently and substantially fail to reflect market conditions.

FINAL INVOICE. The Contractor shall include a statement on the final invoice that the amounts invoiced hereunder have applied all decreases required by this clause.

DISPUTES. Any dispute arising under this clause shall be determined in accordance with and subject to the "Disputes" clause of the contract.

NOTE: Clause 52.216-9901 ECONOMIC PRICE ADJUSTMENT- DEPARTMENT OF LABOR PRICE INDEX (MARCH 2012) – DLA TROOP SUPPORT – SUBSISTENCE (FAR DEVIATION 12-01) will only be applicable if an award is made to an offer that submitted the lowest evaluated price under the Fixed Unit Price Model.

FAR 52.252-2 – CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: http://farsite.hill.af.mil/.

The following additional clauses are incorporated by REFERENCE:

CLAUSE Number	Title	Date
DFARS 252.225-7002	Qualifying Country Sources as Subcontractors	DEC 2012
DLAD 52.215-9006	Ability One, (Formerly Called Javits-Wagner-O'Day Act ("JWOD")) Entity Support – Contractor Reporting	DEC 2012

CONTRACT DOCUMENTS, EXHIBITS, REFERENCES & OTHER ATTACHMENTS

STATEMENT OF WORK

I. SUPPLIES/SERVICES AND PRICES

1. INTRODUCTION

DLA Troop Support intends to enter into a Prime Vendor contract to supply subsistence products to the customers supported by this solicitation. The Contractor is responsible for furnishing the full-line of food and beverage items required for garrison feeding for DoD and non DoD customers. In addition, the Contractor may also be requested to provide related non-food items to some customers.

The Government will utilize the Lowest Price Technically Acceptable Process as a means of selecting the awardee. Proposals will be evaluated for technical acceptability and the Government evaluated price. Offerors must be technically acceptable in every factor in order for the entire proposal to be rated technically acceptable.

C. This solicitation contains the estimated food and beverage requirements for DoD and non DoD customers in South Carolina.

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D. The resulting contracts made against this Solicitation will be an Indefinite Quantity Contract that provides for an indefinite quantity, within stated limits, of specific supplies or services to be furnished during a fixed period, with deliveries to be scheduled by placing orders with the Contractor (FAR 16.504(a)). This contract will be for an up to fourteen (39) month base period.

Estimated Dollar Value/Guaranteed Minimum/Maximum

The guaranteed minimum shall be 10% of the estimated contract dollar value. The contract maximum shall be 255% of the estimated contract dollar value.

	Guaranteed Minimum	Estimated Contract Value	Contract Maximum
Base Period (3 years)	$12,300,000.00	$123,000,000.00	$313,650,000.00

Individual Customer Yearly Estimates

DODAAC/ Ship To	Customer	Annual Estimate
113INF	1/13TH INFANTRY DFAC - FT. JACKSON	$5,500,000
133327	NOAA NANCY FOSTER	$22,000
161INF	161ST INFANTRY BATTALION - FT. JACKSON	$2,500,000
187ORD	187TH ORDNANCE - FT. JACKSON	$502,000
213INF	213TH INFANTRY BATTALION - FT. JACKSON	$2,300,000
239INF	239TH INFANTRY BATTALION - FT. JACKSON	$2,200,000
334INF	3/34 TH INFANTRY BATTALION - FT. JACKSON	$1,200,000
369AGB	369TH A G BATTALION - FT. JACKSON	$439,000
AGDFAC	AGDFAC FT JACKSON	$2,200,000
ARTEST	TEST SITE FOR ARMY - TESTING ONLY FOR DSO	$42,000
FT6401	MCENTIRE AIR NATIONAL GUARD STATION	$40,000
FT6607	JB CHARLESTON 315FSS/FSV	$2,400
FT9000	CHARLESTON AFB - 437 SVS/SVMF	$624,000
FT9001	CHARLESTON AFB FLIGHT FEEDING	$119,000
FT9017	SHAW AFB, EMERSON E. WILLIAMS DINING FACILITY	$453,000
FT9416	SHAW AFB, CHILD CARE CENTER	$85,000
FT9448	CHARLESTON AFB CDC - 437 SVS/SVYC	$100,000
FT9454	SHAW AFB YOUTH CENTER	$30,000
FT9593	NWS YOUTH CENTER	$20,000
FT9594	NWS CHILD DEVELOPMENT CENTER	$79,000
FT9595	CHARLESTON AFB YOUTH PROGRAMS	$16,000
M00273	MWSS 273 FIELD MESS	$1,000
M32000	PARRIS ISLAND	$67,000
MW0149	HUGH HALL - H&S BATTALION MESSHALL #149	$522,000
MW0410	MIKE NATOLI - 3RD BATTALION MESSHALL #410	$4,000,000

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MW0442	BEAUFORT AIR STATION	$2,155,000
MW0590	SHAWN BROWN - 1ST BATTALION MESSHALL #590	$1,600,000
MW0740	KEVIN FUCHS - WEAPONS BATTALION MESSHALL 740	$1,100,000
MW0926	ANDREA MILLER - 4TH BATTALION MESSHALL #926	$1,100,000
N21323	FISC DET CHARLESTON - USNS ZEUS T-ARC 7	$38,000
N21467	USNS GRASP - ARS - 51	$7,300
N21525	USNS LEROY GRUMMAN T-AO 195	$8,000
N21581	USNS KANAWHA - TSO - 196	$23,000
N21637	FISC DET CHARLESTON - USNS COMFORT T AH 20	$35,000
N21857	USNS PATUXENT - TAO - 201	$20,000
N21870	USNS LARAMIE - TSO - 230	$5,600
N21907	USNS ARCTIC T-AOE-8	$32,000
N29784	USNS SPEARHEAD JHSV 1	$14,000
N29785	USNS CHOCTAW COUNTY	$5,000
N45610	NAVCON BRIG CHARLESTON	$324,000
N61337	BEAUFORT NAVAL HOSPITAL	$11,000
N69214	NAVAL WEAPONS STA GALLEY	$4,085,000
QUAD01	QUAD01 - FT. JACKSON	$4,100,000
RECBN1	RECEPTION BATTALION - FT. JACKSON	$2,350,000
USADSS	US ARMY DRILL SERGEANT SCHOOL - FT. JACKSON	$524,000
W37N04	FORT JACKSON TISA	$115,000
W804XA	FSC 178TH ENG BAT - FT JACKSON	$5,200
W905VJ	351ST AVIATION SUPPORT BATTALION	$6,000
W90JUK	FORT JACKSON	$40,000
W90SB0	1263 CS FORWARD SUPPORT COMPANY - FT. JACKSON MCGRADY TRAINING CTR	$4,293
Z11504	USCGC NORTHLAND	$4,700
Z11506	USCG SENECA	$12,000
Z11704	USCGC HAMILTON	$4,300
Z12107	USCGC VALIANT WMEC 621	$8,500
Z12112	USCGC DEPENDABLE	$5,700
Z70098	NIGERIAN NAVY SHIP OKPABANA	$194,000

2. EFFECTIVE PERIOD OF CONTRACT – INDEFINITE QUANTITY CONTRACT

The effective period for the base period of the contract is from the award date up to thirty-nine (39) months thereafter.

NOTE: There will be an up to 3 month (90 day) start-up/implementation period upon award followed by a 36-month ordering period.

The start-up/implementation period is defined as the timeframe of up to 3 months (or 90 days) which begins immediately after award and ends as the first order is placed. During the start-up/implementation period, the incumbent Contractor will remain the principal source of food and non-food supplies. An incumbent Contractor who receives the award may be afforded less time for start- up/implementation if it is mutually agreed upon by both parties.

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4. CATALOG & SCHEDULE OF ITEMS

This solicitation is for total food and beverage support for garrison foodservice feeding. The successful Contractor shall provide full-line food service items, such as, but not limited to, canned items, dry items, chill items, UHT dairy items, frozen bakery products, frozen meats, frozen seafood and poultry, ice cream, eggs and other dairy products, fresh fruits and vegetables and non-food Food Service Operating Supplies. Currently, fresh milk and fresh bread/bakery items do not have stated requirements within this solicitation, but they are within the scope of this procurement and the Contractor may be required to provide them during the course of contract performance (see paragraph 5 below).

See ATTACHMENT 1 - SCHEDULE OF ITEMS - PRICE PROPOSAL FOR SPE300-15-R-0020 - The schedule of items represents a complete list of items that will be required under this acquisition. The schedule of items shall be the initial contract catalog at the contract award prices. The items are separated into two distinct categories: Producer Price Index (PPI) Items and Non-PPI Items.

PPI Items are identified in the Schedule of Items with a Series ID (column I). The Series ID will appear as WPUXXXX, where the last four digits will vary based on the PPI Series ID. The prices for these items will be adjusted based on the changes in the PPI on a monthly basis. See Clause 52.216-9901.

Non-PPI Items will have a Series ID (column I) with NA. The prices of these items will not be adjusted based on the PPI, but will be determined by Clause 52.216-9064.

All item descriptions/specifications are included in the schedule of items. The item description, and unit package size and units-per-purchase-pack are specific and standardized for each Local Stock Number (LSN), and SHALL NOT be modified in any way. If you wish to supply an item that differs in package or pack size, you must identify such difference and request approval to utilize such item under a different LSN.

The Subsistence homepage (http://www.troopsupport.dla.mil/subs/index.asp) includes an "Abbreviation List" used for LSN Item Descriptions. This link, "Abbreviations for Subsistence Item Descriptions," is located in the gray navigation area on the left side of the page, under "TOOLS." This will open a PDF with a list of abbreviations used. The Contractor shall be responsible for supplying items under the contract that meet the item descriptions and have the required level of quality, at the most economical pricing available to the Contractor for the authorized customer. The Contractor shall assume the responsibility of introducing new food items to the customers that meet this objective, as well as to show cost effective alternatives to their current choices.

The Contractor shall be responsible for supplying items under the contract that meet the item descriptions and have the required level of quality, at the most economical pricing available to the Contractor for the authorized customer. In addition, the Contractor shall be responsible for supplying items that are in compliance with each customer's Food Specification Guide or Buyer's Guide. These guides provide detailed guidance and specifications for most standard meat, seafood and poultry items required in the recipes and menus. Processed fruits and vegetables and other miscellaneous food service items are also covered by these guides. (See Attachment 6 – AF Food Specification Guide and Attachment 7 – Army Buyer's Guide.)

5. FRESH FRUITS & VEGETABLES AND MARKET READY ITEMS

Customers supported under this contract are expected to order their Fresh Fruits and Vegetables from separate produce contracts awarded by DLA Troop Support.

PRODUCT QUALITY FOR FRESH FRUITS AND VEGETABLES

Shelf-life: All products delivered shall be as fresh as possible and within the Growers/Packers' original shelf life (i.e., Best if Used- by-Date, Expiration Date, or other markings). Applicable products shall be identified with readable open code such as "Best-Used-by-Date," "Sell-by-Date," date of production, or similar marking indicating the end of the guaranteed freshness date.

For Fresh-Cut Products: Bags must be marked with a 14-day shelf life from the date of production.

Testing of Fresh-Cut Products: Fresh-Sliced Apples: Each lot or daily production of finished bagged product must be tested for Total Aerobic (Standard) Plate Count (TPC), E. Coli, Listeria, Salmonella, and Shigella. The antioxidant solution used on apples slices must be tested for TPC, E. Coli, and Listeria Monocytogens daily.

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Baby-Cut and Peeled Carrots: Each lot or daily production of finished bagged product must be tested for E. Coli, Listeria Monocytogens, Salmonella, and Coagulase Positive Staph Aureus.

Commercial standards should be used to maintain temperatures appropriate for individual produce items during storage and delivery to DLA Troop Support customers.

Level of Product Quality:

When designating an item as a match for the DOD item in the schedule of items listed in the solicitation, the item must be:

Identical in respect to packaging when the DOD unit of issue is not described by weights (e.g. pound or ounce).
Equivalent in respect to grade or fabrication.

All items must meet or exceed the Government's item description of their assigned Government stock number and the specified US. Grade.

Customers supported under this contract are expected to order their fresh bread items (primarily sliced bread and rolls) and fresh dairy items (fluid milk, cultured products) from separate market ready contracts awarded by DLA Troop Support.

If, after contract award, the ordering activities have a need for the Contractor to deliver some or all of these items, the Contracting Officer and Contractor will determine the availability and establish a mutually agreed upon start-up period. Items will be priced using the contract Distribution Pricing for these categories. Prior to adding the items to the contract, they must be determined to be at a fair and reasonable price by the Contracting Officer.

If fresh fruits and vegetables and/or market ready items (i.e. fresh bread items) are currently included or added to the catalog, shelf-life requirements will be in accordance with best commercial practices.

6. DOMESTIC ITEMS/BERRY AMENDMENT

The Berry Amendment requires the Department of Defense (DoD) to buy food that is grown, processed, reused or produced in the United States. There are several exceptions to this requirement that are available for food items. These exceptions include the following:

(1) Processed Foods - Processed Food items, other than fish, shellfish, or seafood that have been manufactured or processed in the United States, regardless of where the foods (and any component if applicable) were grown or produced.

Excluded from this exception are fish, shellfish, or seafood. These items must be manufactured or processed in the United States. This means that fish, shellfish, and seafood delivered under this contract, or contained in foods delivered under this contract must be taken from the sea by U.S.-flag vessels; or if not taken from the sea, must be obtained from fishing within the United States; and any processing or manufacturing of the fish, shellfish, or seafood must be performed on a U.S.-flag vessel or in the United States.

The Berry Amendment requirements as incorporated in this solicitation will be in effect.

7. CONTRACTOR PRICING - CONUS (FIXED UNIT PRICE MODEL - PPI ITEMS)

Note: This section only applies to a contract awarded to an offeror with the lowest evaluated price under the Fixed Unit Price Model. However, Non-PPI items are excluded.

A. Pricing will be based on the following:

Unit Price

B. Definitions:

"Unit Price" means the total fixed price per unit charged to DLA Troop Support for a product delivered to DLA Troop Support's customers. The Unit Price shall be rounded up or down as applicable, to the nearest cent.

The "Unit Price" represents all elements of price and is the sole compensation to the Contractor for all costs. The Unit Price includes the product price, freight, and anticipated profit related to contract performance. Such costs

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include, but are not limited to, storage, consolidation, pallets, palletizing, delivery to the customer locations, overhead, manufacturer pack size changes, and general and administrative expenses.

2. "Ordering Catalog" means the listing of items and their corresponding Unit Prices available for ordering under this contract. Initially it will include only items for which pricing has been established at contract award. Additional items may be priced and added to the Ordering Catalog following contract award, under procedures specified elsewhere in the contract.

3. "Ordering Week" means from Sunday at 12:01 AM through the following Saturday until midnight Eastern Time (ET, standard or daylight as applicable).

C. Price Adjustments:

1. All Ordering Catalog Unit Prices are subject to adjustment in accordance with the Economic Price Adjustment (EPA) clause of the contract. DLA Troop Support will accept Contractor offered Unit Price reductions at any time.

2. All Ordering Catalog Unit Prices shall be fixed and remain unchanged unless changed pursuant to the EPA clause of the contract or reduced by other price reduction provided by the Contractor. Price changes under the EPA clause shall be effective on the first Sunday of each month of the contract. All Ordering Catalog Unit Prices in effect when an order is placed shall remain in effect for that order through delivery. DLA Troop Support will be charged the Unit Price at time of each order regardless of any changes in the Unit Price resulting from application of the EPA clause that occur in any subsequent Ordering Week.

In the event the Contractor finds a price discrepancy recorded in the Ordering Catalog, the Contractor shall immediately notify the Contracting Officer in writing and promptly thereafter submit a refund proposal.

8. REBATES/DISCOUNTS AND PRICE-RELATED PROVISIONS (COMPONENT PRICE MODEL)

Note: This section only applies to a contract awarded to an offeror with the lowest evaluated price under the Component Price Model. In addition, this section applies to the Non-PPI items under the Fixed Unit Price Model.

All rebates, discounts, and limited discounts designated for the Government, which include any rebates or discounts that are passed on to all customers without specific designation (hereafter referred to as "Government Rebates and Discounts"), including NAPA discounts, food show discounts, early payment discounts (except as identified in paragraph (b) herein), and any other rebates, discounts, or similar arrangements designated by the manufacturer/grower/private label holder, as defined in DLAD 52.216-9064, to be passed to the Government, shall be passed to the Government via a reduced catalog price (i.e. "off invoice"). Exceptions to this requirement (hereafter referred to as "Exceptions") are earned income, qualifying early payment discounts, limited discounts designated for customers other than the Government, as defined in (b) below, and any other exceptions to this requirement specifically stated, with reference to this provision, in the solicitation and contract. Any Government Rebates and Discounts that must be passed to the Government and which cannot be applied as an up-front price reduction must be submitted via check payable to the US Treasury, with an attached itemized listing of all customer purchases by line item to include contract number, call number, purchase order number and CLIN number.

Definitions

"Limited Discount" (commonly referred to as a "deviation" in industry parlance) means a discount that is identified by the manufacturer, grower, or private label holder as being limited to a specific customer.

"Purported Exception" means an Exception, as defined in (a) above, purported by the Contractor to meet the definition of earned income, qualifying early payment discounts, or other Exceptions to this provision stated in the contract, but that do not meet the applicable definition or the conditions for use stated in the contract.

"Qualifying Early Payment Discounts" are discounts that meet the following conditions:

the Early Payment Discount is an incentive to encourage payment earlier than the normal payment due date;
the Early Payment Discount is consistent with commercial practice;
the Early Payment Discount is routinely given by the manufacturer/growers/private label holders or redistributors to customers other than the Subsistence Prime Vendor (SPV) Contractor at the same discount rate and under the same conditions as provided to the SPV Contractor;
the Early Payment Discount is not established, requested, or negotiated for the purpose of avoiding giving DLA Troop Support a lower cost or a rebate or in exchange for a higher invoice price;

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the Early Payment Discount is no more than 2 percent of the manufacturer/ grower/private label holder's invoice and the early payment is required within 10 days to obtain the discount (except that in the event that specific terms greater than 2 percent/10 days are offered, the SPV Contractor must obtain prior written approval to retain this discount from the Contracting Officer on a case by case basis); and the Contractor actually made the required payment within the time period required to receive the discount.

"Earned income" is defined as monies received by the SPV Contractor from its manufacturers/growers/private label holders or redistributors as consideration for value-added services (as described in the earned income categories identified by the Contractor) that the Contractor provides to its manufacturers/growers/private label holders/redistributors, if the following conditions are met:

the value-added services are services performed by the Contractor in accordance with commercial practice such as marketing (for example, sales volume incentives earned based on sales of significant quantities to other customers), freight management, consolidated warehousing, or quality assurance, or services providing similar value-added benefit to the manufacturers/growers/ private label holders or redistributors; and,
the income is retained in the normal course of its commercial business; and,
the income does not include manufacturer/grower/private label holder/redistributor-generated Government Rebates and Discounts; and,
the income is paid in exchange for services performed by the Contractor in accordance with commercial practice; and,
the income is properly included in one or more of the earned income categories identified by the offeror, as required in the Submission Requirements section of the Statement of Work.

Upon request the Contractor shall provide to the Government any invoices, quotes, or agreements relevant to the Delivered Price component for existing catalog items, for any new items being added to the catalog, and for requested price changes to existing catalog items. The Contractor must include detailed payment terms on each invoice or quote used to substantiate Delivered Price, including any applicable Government Rebates and Discounts. The government may also require the Contractor to submit pricing agreements and other documentation to substantiate all Government Rebates and Discounts and Exceptions, including the existence of Earned Income agreements, on the DLA Troop Support contracts. Specific dollar amounts contained in Earned Income agreements may be redacted prior to submitting. If the Contracting Officer determines, after reviewing an invoice or other documentation, that a Government Rebate and Discount or Early Payment Discount should have been passed on to the Government, or if price verifications reveal any instance of overpricing or underpricing, the Government shall be entitled to a prospective Unit Price reduction and a retroactive refund for the amount of the overcharges or Purported Exception, including interest. The Contractor shall be entitled to a payment for any undercharges. The Contracting Officer, or authorized representative, shall have the right, up to twice a year or more often as determined necessary by the Contracting Officer, to examine and audit a statistically significant sample of the Contractor's records relevant to the existence of Earned Income agreements, Government Rebates and Discounts, Exceptions, and commercial customer Delivered Prices. The Government may review/audit the SPV Contractor's electronic purchasing system to confirm that the Delivered Price of a product sold at a given time to a DLA Troop Support customer is identical to the Delivered Price used by the SPV Contractor to determine the price of such product sold at the same time to its other customers. Should the Government identify evidence of incorrect pricing, or should other pricing issues arise, the Government reserves the right to conduct more frequent and extensive reviews/audits. Failure to exercise any of these rights shall not constitute a defense or alter the Government's entitlement to any other remedies by contract or by law.

Contractor pricing disclosures shall be treated as proprietary and will not be released outside the Government unless otherwise required by law or as agreed to by the Contractor

9. CONTRACTOR PRICING – CONUS (COMPONENT PRICE MODEL)

Note: This section only applies to a contract awarded to an offeror with the lowest evaluated price under the Component Price Model. In addition, this section applies to the Non-PPI items under the Fixed Unit Price Model.

Pricing will be based on the following formula:

Contract Unit Price = Delivered Price + Distribution Price – Government Rebates and Discounts

Definitions: See DLAD 52.216-9064 on PG 24.

11. DISTRIBUTION PRICE (COMPONENT PRICE MODEL)

Note: This section only applies to a contract awarded to an offeror with the lowest evaluated price under the Component Price Model. In addition, this section applies to the Non-PPI items under the Fixed Unit Price Model.

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A Distribution Price will be added to the cost of the following categories of items: Food Service Operating Supplies (FSOS), Juice Dispenser Beverages, Ability One Mandatory items, Marine Corps Manufacturer Price Agreements, and Central Contracts. These items to be procured under this contract shall be broken down for purposes of proposing a distribution price since the actual cost of these items will not be determined by the adjustment to the PPI. The distribution price shall be formatted to no more than two (2) places to the right of the decimal point, for example $1.50.

NOTE: For any items that are delivered in individual units (i.e. breaking cases), the distribution price shall be pro-rated based on the number of individual units ordered/delivered.

ABILITYONE MANDATORY ITEMS

Ability One Mandatory Procurement Program

All changes to the DLA Troop Support Subsistence Prime Vendor Ability One MPL will be made on the DLA Troop Support Subsistence Ability One webpage.

The DLA Troop Support Subsistence Prime Vendor Ability One MPL webpages will be updated for the following changes in: prices, ordering information, contractor locations, items (additions and deletions), Ability One approved contractors and/or purchase exceptions.

There is a general Ability One Program website within the DLA Troop Support Subsistence web, and within the general Ability One Program website there are two websites, one for food items and one for non-food items. The web sites are:

General website:
http://www.troopsupport.dla.mil/subs/pv/manprod/index.asp

The Food Items and Non-Food Items can be found at link on the bottom of this webpage.

Prime Vendor contractors will be notified via e-mail. The e-mail notification will identify the changes to the MPL and alert the Prime Vendor contractors to check the DLA Troop Support Subsistence Ability One Program webpage. Additionally changes to the MPL will be bolded for easy identification. Prime Vendor contractors shall confirm receipt of this e-mail notification.

DLA Troop Support Subsistence Prime Vendors are required to expeditiously catalog the mandatory products and remove any commercial equivalent product with “essentially the same” product characteristics. For CONUS Prime Vendors, if the removal and replacement will take longer than 30 days after notification by the Contracting Officer, the Prime Vendor must provide the Contracting Officer with details for the delay. For OCONUS Prime Vendors, within 30 days of notification by the Contracting Officer the OCONUS Prime Vendor must provide the Contracting Officer with current details of issues (outstanding orders, product in the ‘pipeline, etc.) and provide the date when the catalogs will be updated. Contracting Officers will notify the Subsistence Ability One Team.

Any other commercial equivalent product with “essentially the same” product characteristics cannot be sold to the DLA Troop Support customers under this contract. The contractor is not authorized to submit catalog changes containing other commercial equivalent products with “essentially the same” product characteristics as those items on the MPL.

The following criteria should be used in determining if a commercial product is “essentially the same” as an Ability One MPL item:

It has effectively the same form, fit and function.
The Ability One and commercial products may be used for the same purpose.
The Ability One and commercial products are relatively the same size and a change in size will not affect the use or performance.
The appearance, color, texture, or other characteristic of the Ability One product and commercial product are not significantly different from one another.

The only potential exception to this requirement is identified in paragraph G below.

If the Prime Vendor is requested to carry items commercially equivalent to MPL items but with unique packaging requirements provided by the supplier but not currently provided by the MPL source, the Prime Vendor must notify the Contracting Officer. Contracting Officers will notify the Subsistence Ability One Team.

Payments shall be made directly to the MPL designated source.

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Monthly MPL Compliance Reports are issued for each active Prime Vendor catalog. The monthly MPL Compliance Reports are sent to each Prime Vendor for each of their catalogs and to each administering Contracting Officer. These reports are to be reviewed to ensure active catalogs include the MPL items. Prime Vendor contractors will be notified of non-compliances.

12. CENTRAL CONTRACTS

DLA TROOP SUPPORT reserves the right to issue Indefinite Delivery Type Contracts (IDTCs) to various suppliers for specific products to be distributed by the Contractor. It may be mandatory for the Contractor to order directly from these contracts. In the event the contracts do not specify the supplier(s) as a mandatory source, these contracts will provide the price ceiling for these items in the same/similar packaging, and if the Contractor chooses to catalog items from another source, other than that of the IDTC, the price charged by the Contractor to the ordering activity will not exceed the IDTC price, plus the Contractor's contract fixed distribution price. At time of award, and at other times when applicable, DLA TROOP SUPPORT will provide the Contractor with a list and copy of all IDTCs awarded, or it will be posted on the DLA TROOP SUPPORT website, to include their sourcing terms and conditions. These items will not be adjusted by the PPI index and the contract unit price will be determined by clause 52.216-9064.

NOTE: There are currently no Central Contracts applicable to this customer region.

13. MARINE CORPS MANUFACTURER PRICE AGREEMENTS

The Marine Corps Dining Facilities are operated by Sodexo under a contractual agreement between the two parties. Within their contract, the Marine Corps allows for Sodexo to negotiate and arrange price agreements directly with certain manufacturers. Sodexo sends the price agreements to DLA TROOP SUPPORT, who in turn provides them to the contractor. The items and manufacturers may change periodically and agreements may be established for certain items in support of the Marine Corps and Navy Birthday celebrations. The contractor shall purchase the items required by Sodexo/ Marine Corps at the prices established in the pricing agreement. These items will not be adjusted by the PPI index and the contract unit price will be determined by clause 52.216-9064.

See Attachment 1, ITEM INFORMATION Tab for the listing of these items.

14. NATIONAL ALLOWANCE PROGRAM AGREEMENT (NAPA) DISCOUNTS

Definitions:

Agreement Holder: The supplier or manufacturer that has agreed to offer discounts to DLA TROOP SUPPORT on product under DLA TROOP SUPPORT Prime Vendor contracts.
National Allowance Program: The program implemented by the DLA Troop Support to maximize the leverage of DLA TROOP SUPPORT's buying power and reduce the overall delivered price under Prime Vendor contracts to the customers of DLA Troop Support.
National Allowance Program Agreements (NAPAs): The agreements between DLA Troop Support and suppliers/manufacturers that identify product category allowances. These allowances or discounts apply only to the delivered/invoice price of the product. The NAPA does not affect the Contractor's distribution price in any way.

DLA TROOP SUPPORT has implemented a NAPA Program as part of the Subsistence Prime Vendor Program. Under the NAPA Program, DLA TROOP SUPPORT will enter into agreements with suppliers/manufacturers offering domestic products.

Under the NAPA Program, Agreement Holders will:

Authorize and consent to allow the Contractor(s) to distribute covered products to ordering activities under the Prime Vendor Program. Offer discounts on the delivered price of the product ordered under Prime Vendor contracts, whereby the price to the customer includes the discount. The discounted price is the price that will be submitted via the 832 catalog transaction.

NAPAs neither obligate the Contractor to carry, nor the ordering activity to purchase, any of the Agreement Holder's products; however, NAPA terms will apply to any order placed by the customer for products covered by a NAPA, in which case the STORES catalog price must reflect the NAPA discount even if the NAPA item is not ordered directly from the NAPA manufacturer (i.e. from a distributor).

Under a contract resulting from this solicitation:

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The Contractor agrees to catalog and bill the invoice price less the NAPA allowance to the Government, and initiate a bill-back to the Agreement Holder, if any activity orders any product covered by a NAPA. The Agreement Holder will reimburse allowances to the Contractor within a time period mutually agreeable to the Contractor and the Agreement Holder.

DLA TROOP SUPPORT will attempt to facilitate resolution of any such disputes.

The NAPA Program is for the exclusive use of DLA TROOP SUPPORT customers purchasing product under the resultant contract.

NAPA Tracking Program: The Contractor agrees to comply with the requirements of DLA TROOP SUPPORT's Tracking Program and shall provide the required product information to support the NAPA allowance and sales tracking website. Data shall be submitted as follows:

The required information shall be formatted into a flat ASCII data file.
The data file shall be submitted electronically via FTP to ftp://ftp.one2oneus.com. To obtain a username and password please contact the contracting officer.
File naming convention of yyyymmdd[xxxx].txt should be used when transferring a data file to the ftp site. Where xxxx can be used to keep data file names unique if transmitting more than once per day.
The information shall be submitted weekly.
The content of the data file includes a recap of all invoices submitted under all contracts of the prime vendor program for the previous week. The contents of the data file shall include all the information shown in the chart below.
Tracking Program Data Chart:

	No	Field Name	Field Description	Width	Format
HEADER	0	TRANSDATE	Transaction System Date	10	MM/DD/YYYY
	1	CONTNO	Prime vendor DLA TROOP SUPPORT Contract Number	13	Alpha-Numeric
	2	PONO	Customer Purchase Order Number	14	Alpha-Numeric
	3	INVNO	Prime vendor Invoice Number	8	Alpha-Numeric
	4	INVDATE	Prime vendor Invoice Date	10	MM/DD/YYYY
	5	SHIPDATE	Prime vendor Ship Date	10	MM/DD/YYYY
	6	RELEASENO	PO Release Number/Call	4	Alpha-Numeric
SHIPPING LOCATION	7	DODAACNO	DODAAC	6	Alpha-Numeric
	8	CUSTNO	Prime vendor Customer Number	15	Alpha-Numeric
	9	SHIPTONAME	Prime vendor Ship to Name	80	Alpha-Numeric
	10	SHIPTOADD1	Prime vendor Ship to Address1	50	Alpha-Numeric
	11	SHIPTOADD2	Prime vendor Ship to Address 2	50	Alpha-Numeric
	12	SHIPTOCITY	Prime vendor Ship to City	50	Alpha-Numeric
	13	SHIPTOSTATE	Prime vendor Ship to State	20	Alpha-Numeric
	14	SHIPTOZIP	Prime vendor Ship to Zip	20	Alpha-Numeric
	15	SHIPTOCOUNTRY	Prime vendor ship to country	25	Alpha-Numeric
ITEM INFORMATION	16	PARTNO	Prime vendor Product Part Number	25	Alpha-Numeric
	17	NSN	Government NSN Number	13	Alpha-Numeric
	18	MFGSKU	Manufacturer SKU	20	Alpha-Numeric
	19	MFGUPC	Manufacturer UPC	20	Alpha-Numeric
	20	MFGNAME	Manufacturer Name or Manufacturer Brand Label Name	80	Alpha-Numeric
	21	PVDESC	Prime vendor Product Description	100	Alpha-Numeric
	22	CWITEM	Catch weight Item? (Y/N)	1	Y or N
	23	UNITWT	Case net weight	12	S999999.9999
	24	WUOM	Case net weight unit of measure	3	Alpha
	25	PACKAGE	Packaging description	35	Alpha
QTY	26	QTYINV	Quantity Invoiced / Returned – A negative is a return!	12	S999999.9999
	27	QTYUOM	Quantity invoiced unit of measure	3	Alpha
PRICE	28	UNITPRC	Unit price	12	S999999.9999
	29	UNITPRCUOM	Unit price unit of measure	3	Alpha
	30	UNITPRCCONV	Unit price conversion	12	S999999.9999

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	31	EXTPRICE	Extended price	12	S999999.9999
NAPA ALLOW	32	UNITALLOW	Napa unit allowance amount	12	S999999.9999
	33	ALLOWUOM	Napa unit allowance unit of measure	3	Alpha
	34	ALLOWCONV	Napa unit allowance conversion	12	S999999.9999
OTHER ALLOW	35	OTHALLOW	All other allowances	12	S999999.9999
	36	OTHALLOWUOM	All other allowances unit of measure	3	Alpha
	37	OTHALLOWCONV	All other allowances conversion	12	S999999.9999
MAKRUP	38	MARKUP	Prime vendor unit distribution price	12	S999999.9999
	39	MARKUPUOM	Prime vendor unit distribution price unit of measure	3	Alpha
	40	MARKUPCONV	Prime vendor unit distribution price conversion	12	S999999.9999
COST	41	LANDCOST	Prime vendor landed cost	12	S999999.9999
	42	LANDCOSTUOM	Prime vendor landed cost unit of measure	3	Alpha
	43	LANDCOSTCONV	Prime vendor landed cost conversion	12	S999999.9999

General Notes concerning formatting fields of data.
ALPHA-NUMERIC fields are to be left justified and padded with spaces to fill up the required field width.
DATE fields are to be formatted according to the following: MM/DD/YYYY. The slashes are included in the data value.
NUMERIC fields are to be formatted as specified and can be right or left justified. Leading zeros are not required but are allowed. Sign must be in front of leftmost number. Trailing spaces are allowed. The following examples are VALID: “-0000123.4500” “-123.4500” or “-123.45.” The following are NOT valid: “- 123.4500” “+123.4500” or “123.4500-.”
Field specific notes concerning data content and formatting. Ordered according to field number within chart above.
Computer system transaction date. The date the transaction was created. This critical field is required to ensure that each week’s transmission does not overlap and/or overlook any data. If your organizations data does not allow back dated or future dated invoice dates, then you can use the invoice date for this field.
Your DLA TROOP SUPPORT Contract Number (e.g. SP030098D1234) Matching 850/810 EDI document
The Military Base’s Purchase Order Number (e.g. FT906880631234) Matching 850/810 EDI document.
Your invoice number. (e.g. 00012356) Matching 810 EDI document
Your invoice date. (e.g. 31 Jan 2005 = 01/31/2005) Matching 810 EDI document.
Ship date. (e.g. 31 Jan 2005 = 01/31/2005)
Release Number/Call Number from the originating Purchase order (e.g. 063A) Matching 850/810 EDI document.
Department of Defense Activity Address Directory. (e.g. FT9068) Matching 850/810 EDI document.
Contractor assigned customer number. (e.g. 00020)
Ship to location name. Please provide full description of the location. (e.g. FT BLISS/DINING HALL C)
Address line 1 of ship to name.
Address line 2 of ship to name.
City name of ship to name.
State of ship to name.
Zip code of ship to name if applicable
Country of ship to name.
Contractor’s part number of the product that shipped. All leading zeros are required. All characters such as dashes are also required if the vendor uses the character in their part number identifier. (e.g. 0012345-24567V) This correlates to the part number submitted on the 810 invoice document.
This field represents National Stock Number assigned by DLA TROOP SUPPORT also known as the Customer Part Number. (e.g. 891500E210123)
Manufacturer’s/Supplier’s part number of the product. All leading zeros are required. All characters such as dashes are also required if the manufacturer uses the character in their part number identifier. (e.g. 12345)
Manufacturer’s UPC or SCC number of the product. The UPC should be formatted as a UPC or SCC. (e.g. 0-54321-12345-9 or 001-54321-12345-9) If your system does not provide the check digit it may be omitted.
This field needs to identify the manufacturer (not necessarily the supplier) of the product. Please indicate the manufacturer or brand name or some code indicating the same. If you use a code please provide an additional listing of those codes and their description. Please note, this is the manufacturer of the product not necessarily who supplied you the product.
This field represents Contractor product description. (e.g. CRACKERS 5/1 LB)
This is a flag indicating if the item is a catch weight item. (e.g. “Y”)
This is the case net weight of the product shipped. (e.g. 000022.4500)

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This is the case net weight unit of measure. (e.g. “LB”)
This field represents the packaging description. (e.g. 6 - 5 LB PER CASE)
This field represents quantity invoiced. (e.g. 2 units = 000002.0000)
This field represents unit of measure of quantity invoiced in field 26 (e.g. CS or LB)
This field represents the unit price (e.g. 000019.99)
This field represents the unit price unit of measure (e.g. LB)
This field represents the unit price conversion factor to quantity unit of measure (field 28). (e.g. 000020.0000) If field 28 is “CS” then this means there are 20 pounds in each case.
This field represents the Extended Price charged for the Quantity Invoiced in field 27. (e.g. $39.98 = 000039.9800) This is typically calculated by multiplying field 26 times field 28 if field 27 equals field 29.
This is the off-invoice allowance amount. It can be found in the NAPA table. If the product is not subject to a NAPA allowance then please set this field to zero. (e.g. 0000000.3500)
This is the allowance unit of measure for field 32. It can be found in the NAPA table. If the product is not subject to a NAPA allowance then please leave this field blank. (e.g. CS or LB)
This field represents allowance unit of measure conversion factor which is conversion from field 33 to field 27.
All other allowances dollar amount. Such as food show allowances, etc.
Unit of measure for field 35.
All other allowance unit of measure conversion factor which is conversion from field 36 to field 27.
For each item, provide the applicable markup amount. As previously negotiated with DLA TROOP SUPPORT, you have assigned a markup amount to each food category or to each item. This amount should correspond to the unit of measurement of field 27. This is required in order to insure that a NAPA allowance was provided off-invoice.
This field represents unit of measure for field 38.
This field represents Contractor unit distribution price unit of measure conversion factor which converts from field 39 to 27.
This field represents Contractor landed cost for the item shipped. (e.g. 0000002.5000)
This field represents Contractor landed cost unit of measure. (e.g. CS or LB)
This field represents Contractor landed cost conversion factor which converts from field 42 to 27.

15. BRAND NAME ITEMS

Based on the ordering habits of the customers listed in this solicitation, the current Schedule of Items and total catalog includes numerous Brand Name items. These are items whose manufacturers have offered the Government a discount under the NAPA Program, and which the customers have expressed a preference for, and shall be included in the catalog at the customer’s request. This does not preclude future catalog changes during the life of the contract to add competing products based on added value to the customer.

16. BEVERAGE DISPENSERS

When requested, the Contractor is required to furnish all hot and cold beverage dispensing machines, without additional charge to the Government, as well as the beverage products as listed in the STORES Vendor Item Catalog. The upkeep of the machines consisting of, but not limited to, labor, transportation, and supplies required to repair and maintain the equipment, shall be the sole responsibility of the Contractor.

The Contractor shall furnish mechanically refrigerated dispensing machines and heads suitable for use with the Contractor’s bag-in-the-box juices and drinks product and mixes. A sufficient number of machines and dispensing heads shall be installed in the customer’s facility to accommodate the specific needs of each ordering activity. The Contractor will provide a technically qualified service representative to perform maintenance and quality control inspections, as required, and upon notice of the customer of a problem on each dispensing system.

Any equipment or material furnished by the Contractor shall remain the property of the vendor and will be returned to the vendor at the conclusion of the contract in the same condition in which it was received, fair wear and tear excepted. Any concerns of excessive “wear and tear,” as noticed during routine maintenance and/or customer problem notification shall be immediately brought to the attention of the Contracting Officer for further investigation.

Beverage Dispensers will not be subject to the PPI adjustment and will be priced according to clause 52.216-9064. All Government Rebates and Discounts must be provided to DLA Troop Support shall be passed to the Government via a reduced catalog price (i.e. “off invoice”.)

16. GUARANTEED CASE MINIMUM / NEW ITEMS

The Contractor shall be required to catalog and supply any item required by customers provided the total order quantity for that product for all contract customers is at a minimum rate of 20 cases per month. Mandatory Product List and Special Order / Holiday Items are

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excluded from the 20 case minimum. In addition, specialty items required in support of Child Daycare Centers (CDCs), Youth Centers, Hospitals, and Nutritional Medicine Customers are excluded from the 20 case minimum. Items include but are not limited to the following: baby food, baby formula, nutritional shakes, food for feeding tubes, diced pears, and diced peaches.

Throughout the period of contract performance a customer base or dining facility may undergo a new menu initiative or transformation that will result in a significant number of catalog changes and the addition of several new items. Items that are required to support the new menu must be added to the catalog and are excluded from the 20 case minimum for a two month period from the time of the menu implementation. Menu implementation is the date when all items are available for order on the catalog and the customer begins ordering those items.

The Contractor shall source and add new items to the catalog within a maximum 30 days for new suppliers (or 21 days for existing suppliers) of notification of the Contracting Officer's approval of price reasonableness. The Contractor must notify DLA Troop Support and the requesting activity when new items are available for distribution. The Contractor will be responsible for notifying the Contracting Officer on a monthly basis if any catalog item is not meeting the twenty (20) case monthly usage minimum so that the item may be considered for deletion.

The Contractor is encouraged to introduce new food items to the customers, as well as to show cost effective alternatives to their current choices.

All new items need the approval of the individual service Headquarters' prior to stocking the item. New item additions and/or changes to LSNs must be authorized in writing by the Contracting Officer prior to the 832 catalog update transmissions.

When a new item is being added to the catalog to replace an item that is currently on the catalog, inventory of the current cataloged item must be depleted before the new item can be added to the catalog.

II. PACKAGING AND LABELING/MARKING

All packaging and packing shall be in accordance with good commercial practice. Labeling shall be in accordance with commercial labeling complying with the Federal Food, Drug and Cosmetic Act and regulations promulgated there under. Shipping containers shall be in compliance with the National Motor Freight Classification and Uniform Freight Classification Code. The Contractor shall be responsible for abiding to any applicable packaging, packing, and marking regulations of the various countries in/through which product will be stored/transported.

Semi-perishable items shall be snugly packed in shipping containers that fully comply with the National Motor Freight Classification and Uniform Freight Classification Code, as applicable.

Frozen product must be processed and packed to allow removal of the individual units from the container without damage to that or other units. The intent is to be able to remove only that amount of product required for current needs, without the necessity of defrosting all units. Meats, poultry, and seafood should be vacuum packed when practicable. In all instances the packaging must protect the product from freezer burn and contamination.

To ensure that the carrier and the receiving activity properly handle and store items, standard commercial precautionary markings such as "KEEP FROZEN" for frozen items, "KEEP REFRIGERATED" for chilled items, etc. shall be used on all cases when appropriate.

Chill and freeze products must be shipped in refrigerated (Reefer) Vans and appropriately separated per temperature requirements.

To the maximum extent possible, nutritional and ingredient labels shall be placed on the individual package.

Any delivered product not labeled with the name and address of the manufacturing establishment must be identified as to its manufacturer by "timely" advance written notice to each installation's officer in charge of food service (e.g. Installation Food Advisor (IFA)). The listing is requested in alphabetical order in respect to the shipping container nomenclature. This listing must be kept current and provided to each Installation's Food Advisor, Food Service Officer, or FSC on a quarterly basis.

CODE DATES: All food and beverage products shall be identified with readable dates (open code dates), or coded dates, as determined by the type of product delivered. For semi-perishable, shelf stable items, open dating is preferred but code dating is acceptable. Contractors that do not use open dating shall provide a product code number key to the Account Manager and each customer facility. This product code key is to be issued to each customer as well as the DLA TROOP SUPPORT Account Manager on or before first delivery. Changes to the book are to be made as necessary. It is highly recommended that the Contractor review and update this book on a quarterly basis. Items other than semi-perishable, shelf stable products must have readable, open code dates clearly showing the use by date, date of production, date of processing/pasteurization, sell by date, Best If Used By date, or similar markings.

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TRACEABILITY REQUIREMENTS FOR CONTRACTORS OR CONTRACTOR'S SUPPLIERS RE-PACKAGING AND RE-LABELING PRODUCTS

If the Contractor removes the item from the manufacturer's original packaging/shipping container and re-packages/re-labels an item, documentation must be maintained to trace the item back to the original producer/packer in case of a hazardous food recall or an item is rated Red/Critical during a DLA TROOP SUPPORT audit. The Contractor shall maintain or request from their suppliers documentation/certificates containing the following information: item nomenclature, name and number of establishment/vessel, location, country of origin, date of production/pack (DOP), lot number, etc.

If processing/production/packaging of the item occurred in more than one establishment/vessel, documentation for each item must also be maintained/provided. These records must maintain traceability of the item to the extent that a lot number/DOP/Code Date of an item can be traced back to the original manufacturers/producers of an end item. The manufacturer/producer and/or the Contractor's item label shall clearly identify the item(s) shelf life information (using an open code date) on the exterior of each case. In addition, the Contractor must maintain records of quantities and when and where the re-packaged/re-labeled item(s) were shipped. The Contractor must be able to show/provide DLA TROOP SUPPORT-FTSB's Quality Auditors the documentation for samples selected during Prime Vendor Product Quality Audits or unannounced Quality Systems Management Visits (QSMVs). It is the Contractor's responsibility to notify and ensure their suppliers understand and comply with this requirement.

The above requirements are necessary in the event of a food recall (i.e., ALFOODACT) of potentially hazardous products when a recall is issued by a Regulatory Agency and for the Contractor to isolate suspected items in order to notify customers in an expeditious manner whenever products are rated "Red/Critical" during a DLA TROOP SUPPORT audit. The above requirements serve two main purposes: (1) to protect DLA TROOP SUPPORT's customers and expeditiously notify them in case of accidental or intentional tempering/contamination, and/or to prevent consumption of unsafe/hazardous products; and (2) to maintain traceability of re-packaged/re-labeled items in order to verify country of origin, approved source requirement during the shelf life cycle of the item in Contractor storage, and the customer's receipt/storage of the item in order to expedite the recall process for all suspected items intended for DLA TROOP SUPPORT's customers.

All Contractor shipments must be palletized in accordance with good commercial practices. Standard size: 40 x 48 inch pallet is acceptable. The Contractor is responsible for the purchase of all pallets. Pallet retrieval and all associated costs shall be the responsibility of the Contractor. Cases may be mixed on the pallet, but are to be skillfully built as to allow the receiver to out check/in check all items on that pallet.

III. INSPECTION AND ACCEPTANCE

1. CONTRACTOR'S QUALITY ASSURANCE PROGRAM

A. The Contractor shall use a Supplier Selection or Certification program to ensure standardized product quality for each item supplied and/or listed in the stock catalogs, regardless of supplier. The product quality shall be equal to that described in the pertinent item specification. Product characteristics shall be standardized to the extent that variations in product appearance, grade, yield, taste, texture, etc. shall be minimized.

B. The Contractor shall maintain a quality program for the product acquisition, warehousing and distribution to assure the following:

Standardized product quality;
Wholesome product by veterinary standards
The usage of First-In, First-Out (FIFO) principles and/or First-Expired, First-Out (FEFO);
Product shelf life managed and monitored (by date of pack/production of the item);
Items are free of damage;
Correct items and quantities are selected and delivered;
Ensure requirements of the Berry Amendment are met;
Customer satisfaction is monitored;
Product discrepancies and complaints are resolved and corrective and preventive action is initiated;
Manufacturer, FDA, or DoD initiated food recalls are promptly reported to customers and DLA TROOP SUPPORT;
Compliance with EPA and OSHA requirements;
Distressed or salvaged items or products shall not be used;
Applicable food products delivered originate from a source listed as a Sanitarily Approved Food Establishment for Armed Forces Procurement and/or listed in the USDA-AMS Good Agricultural Practices (GAP) Verification Directory or the USDA-AMS Good

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Handling Practices (GHP) Verification Directory for fresh fruits and vegetables, as applicable. Bulk Fresh fruits and vegetables suppliers must be inspected and listed under the USDA-AMS GAP and/or the GHP Directory.
Hazard Analysis and Critical Control Point (HAACP), if applicable;
Commercial standards are used to maintain temperatures appropriate for individual items.

C. The Contractor shall have a formal quality assurance program and a quality control manager that is responsible for oversight of the program. All aspects of quality as related to this Subsistence Prime Vendor Program shall be proactively monitored and evaluated by the Contractor.

2. POINT OF INSPECTION AND ACCEPTANCE

Inspection and acceptance of products will be performed at destination. The inspection is normally limited to identify, count and condition; however, this may be expanded if deemed necessary by either the military Veterinary Inspector, Dining Facility Manager, Food Service Advisor/Officer, or the Contracting Officer.

All deliveries are subject to Military Veterinary/Medical inspection, if deemed necessary or as requested by the customer/Receiving Officer. The Contractor's delivery vehicles shall be equipped to maintain the appropriate temperatures and product segregation as necessary to deliver products at the proper temperature. Deliveries shall be made in clean, closed vehicles. When transporting food items, the vehicles shall be maintained in good sanitary condition to prevent contamination of the material. Delivery vehicles used to deliver items under this contract shall be subject to military veterinary inspection at destination. In addition, the delivery vehicles will be inspected for cleanliness and condition.

The Government's authorized receiving official at each delivery point is responsible for inspecting and accepting products as they are delivered. The delivery ticket shall not be signed prior to the inspection of each product. All overages/shortages/returns are to be noted on the delivery ticket by the Government's authorized receiving official and truck driver. The Government's authorized receiving official's signature on the delivery ticket denotes acceptance of the product.

The Contractor shall forward three (3) copies of the delivery ticket/invoice with the shipment. The receiving official will use the delivery ticket/invoice as the receipt document. Two (2) copies of the signed and annotated delivery ticket/invoice will serve as the acceptance document. No electronic invoice shall be submitted for payment until acceptance is verified.

3. PRODUCT QUALITY & SHELF LIFE REQUIREMENTS

For all Customers acceptance of supplies awarded under this solicitation will be limited to product processed and packed from the latest seasonal pack during the contract period. The SPV Contractor shall use First Expired First Out (FEFO) and/or First In First Out (FIFO) methods in accordance with its regular commercial practice. All products delivered shall be as fresh as possible and within the manufacturer's original shelf life (i.e., Best if Used by Date, Expiration Date, or other markings). Products commonly sold "Chill" in the commercial market but required/identified as "Frozen" in the DLA TROOP SUPPORT item description (due to customer need) should be purchased frozen from the manufacturer. These highly-perishable and short-shelf life items may include but are not limited to: hot dogs, bologna, bacon, deli meat(s), cooked ham(s), other cooked meat(s), and cheeses. These items should be frozen at the manufacturer's plant (preferably) and/or shall be blast-frozen by the Contractor following the manufacturer's "Freeze-by-Date" guidelines to preclude degradation and to extend shelf-life. Documentation of the manufacturer's recommended "Freeze-by-Date" and the frozen item recommended shelf life should be available for review if the product is blast-frozen at the Contractor's facility. Products required by the DLA TROOP SUPPORT Item Description to be chilled must be maintained and delivered chilled; products required to be frozen must be delivered frozen to the DLA TROOP SUPPORT customer. Unless approved by the Contracting Officer, no product shall be slow-frozen. Cottage cheese and cream cheese shall not be frozen under any circumstance.

Shelf life requirements:

For annual pack items, products shall be from the latest seasonal pack available, and shall not be older than one year from Date of Pack/Production Date upon receipt at the Contractor facility or the immediate prior year's pack during brief "carry-over" periods in accordance with commercial practice, unless approved in advance by the Contracting Officer.
For items produced with shelf life greater than 90 days, no product shall be delivered to customers with less than 30 days manufacturer's original shelf life remaining unless the customer grants prior written approval to the Contracting Officer who will in turn notify the Contractor.

For items produced with shelf life less than 90 days, no product shall be delivered to customers with less than 5 days manufacturer's original shelf life remaining unless the customer grants prior written approval to the Contracting Officer who will in turn notify the Contractor.

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Commercial standards shall be used to maintain temperatures appropriate for individual items. Products required to be chilled must be maintained and delivered chilled, and products required to be frozen must be maintained and delivered frozen (no product shall be slow-frozen in any case).

As with any substitution, the vendor must receive the ordering activity's Government designated representative's prior approval if product offered for delivery will possess a lesser shelf-life. Chilled products shall not be frozen in an attempt to extend shelf life.

It is NOT DLA TROOP SUPPORT's Policy to grant shelf life extensions. However, on a limited case by case basis, the Contracting Officer reserves the right to authorize extensions giving consideration to the reason requested, manufacturer letter of extension granted, military veterinarian approval, customer approval, and price reduction offered. The procedures for Contractor request for shelf life extensions are as follows:

The Contractor submits written notification to the customer regarding over aged product and request customer agreement to receive the product if it is approved for extension by DLA TROOP SUPPORT and Vet Services.
The Contractor submits the extension request paperwork to include Customer agreement, NSN, Item Description, # of Cases, Dollar Value, Price Reduction Offered, Reason/Justification for the request, Manufacturer Letter of Extension, Manufacturer's original expiration date, and Manufacturer's extended expiration date to the Contracting Officer for review/concurrence.
The Contracting Officer as designated, replies to the Contractor with accept/reject of the submitted package and go or no-go for the Vet inspection request.
Vets inspect product (in accordance with their list of priorities) to see if it is wholesome and of adequate quality (consideration should be given to the length of the extension guarantee before Vet approval is granted).
Items that are approved by the Vets are used by the Contractor.

Level of Product Quality:

All items must meet the Government's item description of their assigned Government stock number. When designating an item as a match for the DoD item in the schedule of items listed in the solicitation, the item must be:

Identical in respect to packaging when the DoD unit of issue is not described by weights (e.g. pound or ounce).
Identical for portion/package size and units per pack.
Equivalent in respect to grade or fabrication.

4. SHELF LIFE REQUIREMENTS FOR DAIRY PRODUCTS

Acceptance of supplies awarded under this solicitation will be limited to fresh product.

Commercial standards shall be used to maintain temperatures appropriate for the individual items.

Fluid dairy products and other dairy products shall have sufficient remaining shelf life commensurate with good commercial practice. Each container, carton, etc. shall have visible, legible and understandable "sell-by-date" or equivalent marking.

5. ACCEPTANCE REQUIREMENTS FOR FROZEN ITEMS

In order for frozen items to be accepted by the receiving activity, the following criteria must be observed:

Packages must be solid, not soft, upon arrival;
Container and wrapping must be intact and in a solid condition;
Packages must be free of drip and show no evidence of thawing and re-freezing (i.e. watermarks on boxes; off odor) or dehydration.
Cello wrapped packages must not be discolored or show other signs of freezer burn.

6. WARRANTIES

The supplies furnished under the resultant contract(s) shall be covered by the most favorable commercial warranties that the Contractor, as applicable, gives to any customer. The warranty rights and remedies provided therein are in addition to, and do not limit, any rights afforded to the Government by Clause 52.212-4(o) "Warranty," "Contract Terms and Conditions-Commercial Items" contained in the solicitation.

7. REJECTION PROCEDURES

If product is determined to be defective, damaged, and/or compromised in any other manner, it may be rejected by the Government's authorized receiving official.

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Product found to be non-conforming or damaged, or otherwise suspect, the Government's authorized receiving official shall reject the item and/or determine the course of action to be taken with the product in question. The final decision to accept or reject the product is to be made by the Government's authorized receiving official.

In the event an item is rejected, the delivery ticket/invoice shall be annotated as to the item(s) rejected. These items shall then be deducted from the delivery ticket/invoice. The invoice total must be adjusted to reflect the correct dollar value of the shipment. Replacements will be authorized based on the customer's needs. To the greatest extent possible, on an as-needed, emergency basis, same day re-delivery of items that were previously rejected shall be made, so that the customer's food service requirements do not go unfulfilled for that day. The re-delivered items will be delivered under a separate invoice utilizing a new order. These re-deliveries will not constitute an emergency, separate requirement and therefore will have no additional charges.

In the event that a product is rejected after delivery is made, the Contractor will pick up the rejected product or make other disposition arrangements deemed acceptable by the customer. Credit due to the ordering activity as a result of the rejected product being returned, will be handled through a receipts adjustment process in STORES. If the vendor has already been paid for the product, a claim will be issued through DLA TROOP SUPPORT's financial system and the Contractor shall promptly pay the claimed amount. In all cases, one (1) copy of the credit memo is to be given to the customer and one (1) copy of the credit memo is to be sent to the DLA TROOP SUPPORT Contracting Officer.

It is a requirement of this Contract that product shall be inspected by the Government to affect receipt. However, failure to promptly inspect or accept supplies at the time of receipt shall not relieve the Contractor from responsibility, nor impose liability on any of the customers, for nonconforming supplies. When an item is rejected the vendor is to take the food back to its location.

Supplies transported in vehicles which are not sanitary, or which are not equipped to maintain prescribed temperatures, may be rejected without further inspection.

8. FOOD DEFENSE

The DLA Troop Support Subsistence Directorate provides world-wide subsistence logistics support during peacetime as well as during regional conflicts, contingency operations, national emergencies, and natural disasters. At any time, the United States Government, its personnel, resources and interests may be the target of enemy aggression to include espionage, sabotage, or terrorism. This increased risk requires DLA TROOP SUPPORT to insure steps are taken to prevent the deliberate tampering and contamination of subsistence items. Such precautions are designed to provide for Food Defense as described by the Food & Drug Administration (FDA) at www.fda.gov/Food/FoodDefense/.

As the holder of a contract with the Department of Defense, the Contractor should be aware of the vital role they play in supporting our customers. It is incumbent upon the Contractor to take all necessary actions to secure product delivered to all military customers, as well as any applicable commercial destinations. The Government strongly recommends that all firms review their force protection/food defense plans relating to plant security and security of the product in light of the heightened threat of terrorism, and secure product from intentional adulteration/contamination.

The Contractor shall comply with its Food Defense Plan (as submitted as the Food Defense portion of its Non-Price Proposal under this contract solicitation) to prevent product tampering and contamination, and assure overall plant security and food safety. The Contractor/Vendor must take all practicable measures that are within its control to deter or prevent tampering or contamination of supplies provided for under this contract solicitation. The Contractor/Vendor must immediately inform DLA TROOP SUPPORT Subsistence of any attempt or suspected attempt by any party or parties, known or unknown, to tamper with or contaminate subsistence supplies.

NOTE: The Food Defense Plan submitted as part of the Non-Price Proposal is one of the factors to be rated. This plan may be modified at any point prior to contract start-up/implementation or during the period of performance. Whenever a change is made to the Food Defense Plan, it shall be submitted to the Contracting Officer.

Accordingly, a revised Food Defense Plan will be evaluated to ensure compliance with the DLA Troop Support Food Defense Checklist (NOTE: to download a copy of the DLA Troop Support Food Defense Checklist go to http://www.troopsupport.dla.mil/subs/fs_check.pdf or contact the applicable Contracting Officer or the DLA Troop Support Quality Audits & Food Defense Branch at 215-737-8656. DLA Troop Support-FTSB will conduct Food Defense Audits/reviews during Prime Vendor Product Quality Audits, Unannounced Quality Systems Management Visits and/or other visits to verify the implementation, compliance and effectiveness of the firm's Food Defense Plan. Firms should include specific security measures relating to but not limited to the following areas:

Employee Identification
Background checks where applicable

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Control of access to plant facility, gates and doors at the facility
Internal Security
Training and security awareness
Product Integrity
Transportation Security

NOTE: If more than one facility will be used to store or distribute product this must be clearly indicated in the Non-Price Proposal, and a separate Food Defense Plan for each facility must be submitted.

9. WAREHOUSING AND SANITATION PROGRAM/STORED PRODUCT PEST MANAGEMENT

The Contractor shall develop and maintain a sanitation program and a stored product pest management program for the food and other co-located non-food items that comply with industry standard programs such as the Code of Federal Regulations, Title 21, Part 110, Good Manufacturing Practices (GMPs), Food Safety Modernization Act (FSMA), the Federal Insecticide, Fungicide, and Rodenticide Act, the Food, Drug, and Cosmetic Act of 1938 as well as other pertinent US federal, state and local laws and regulations (and other applicable laws n US Territories and other countries where facility is located) applicable to products and facility. Records of inspections performed by the firm, Subcontractor, or recognized industry association shall be maintained and made available to the Government at the Contracting Officer's request. Any findings by the firm or its agent documenting a critical sanitation deficiency shall be reported immediately to the Contracting Officer with an attached report of corrective action.

10. PRODUCT SANITARILY APPROVED SOURCE REQUIREMENTS

Applicable food products, e.g. poultry, dairy and seafood items, delivered to customers listed in this solicitation, as well as any customer added to the Prime Vendor Program, shall originate either from an establishment listed in the "Directory of Sanitarily Approved Food Establishments For Armed Forces Procurements," or one which has been inspected under the guidance of the United States Department of Commerce (USDC) or the United States Department of Agriculture (USDA). For detailed information see Clause 52.246-9044 "Sanitary Conditions" in this solicitation. Warehouse/storage facility used by the Contractor to store food products intended for DLA customers will be inspected for sanitation and food defense compliance during Joint Quality Audits performed by USDA-AMS' and DLA Troop Support's Quality Auditors or by USDA-AMS's Auditors as requested/directed by DLA.

NOTE: If the Contractor stores, distributes, processes, and/or ships fresh fruits and vegetables (Produce) to DLA customers, the USDA Guidance for fresh fruits and vegetables is the USDA-AMS Good Agricultural Practices (GAP) Verification Directory or the USDA-AMS Good Handling Practices (GHP)/Verification Directory for fresh fruits and vegetables, as applicable HACCP Audit will be performed if a fresh-cut operation is performed at the Contractor's facility. Bulk Fresh fruits and vegetables suppliers must be inspected and listed under the USDA-AMS GAP and/or the GHP Directory.

11. PRIME VENDOR QUALITY SYSTEMS MANAGEMENT VISITS AND AUDITS

A. QUALITY SYSTEMS MANAGEMENT VISITS (QSMVs)

The DLA Troop Support Subsistence Supplier Support Division's audit personnel may conduct unannounced Quality Systems Management Visits (QSMVs) to review the Contractor's compliance with the terms of the contract. The visits will be internally scheduled within DLA Troop Support as a result of unsatisfactory ratings received during DLA TROOP SUPPORT Prime Vendor Product Audits, customers' complaints, requests from the Contracting Officer, or as deemed necessary by the Government. QSMVs may include visits to Subcontractors and/or product suppliers/food distributors used by the Contractor. If DLA TROOP SUPPORT deems it necessary to conduct an on-site visit with a Subcontractor, product supplier and/or food distributor used by the Contractor, the Contractor shall make arrangements for these visits.

During the QSMV the Government may review/verify one, several or all of the following areas (this list is not inclusive) as deemed necessary: the methods and procedures used to comply with the terms of the contract; condition of storage facilities; product shelf-life management; inventory in-stock (age of product and condition, labeling, product rotation (FIFO), etc.); shelf life extensions; product substitutions; control of material targeted for destruction/disposal or to return to suppliers as a result of customers' returns including DLA TROOP SUPPORT's Contractor audit results and other recalls; review of paperwork for product destroyed/condemned or returned to supplier including but not limited to product rated Blue/Red during the last DLA TROOP SUPPORT audit, customer returns, etc.; customer's notification on product recalls (product rated Blue/Red/other reason), etc.; Contractor's response to customer returns/issues and visits to customers' locations. The QSMV may also include unannounced visits to DLA TROOP SUPPORT customers served by the Contractor.

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The Contractor must provide the Government a report showing all DLA TROOP SUPPORT catalog products sorted by location when the QSMV Team arrives.

The Contractor's Non-Price Proposal will be incorporated by reference into the contract. The Contractor will be responsible for complying with its Non-Price Proposal. Procedures and processes set forth in the Contractor's Non-Price Proposal may be used as standards for a QSMV. If there is any conflict between the solicitation language and the Contractor's Non-Price Proposal, the solicitation language governs.

The Contractor must address and take corrective and preventive action to any concerns identified as a result of the QSMV, within the required timeframe as cited in the QSMV report or out brief. Concerns identified during the QSMV, or Contractor failure to take corrective action in response to QSMV findings, will be grounds for terminating the Contractor's contract. The Government may, at its discretion, take other action to correct the concerns identified during the QSMV such as but not limited to unannounced QSMVs. Such action will not eliminate the Government's right to terminate the Contractor's contract should the identified concerns continue, the Contractor fails to take corrective and preventive action, or the Contractor's corrective action fails to correct the problem.

B. PRIME VENDOR PRODUCT QUALITY AUDITS:

Basic Audits

The DLA TROOP SUPPORT Prime Vendor Product Quality Audit Program, covering all Food Classes within the Contractor's catalog (Meat, Poultry, Seafood and Processed Products, and other items as deemed appropriate) functions as a Service and Quality Assurance check for our DoD customers to ensure the war fighters are receiving products of an optimum quality level. The audit objectives are to ensure:

Contractor adherence to contract requirements
The quality level of the materials supplied is satisfactory and uniform throughout the DLA TROOP SUPPORT-FT Prime Vendor Regions.
There is no product misrepresentation or unapproved substitution.

The Audit objectives are accomplished utilizing the expertise of the U.S. Dept. of Agriculture (USDA) Agricultural Marketing Service (AMS) Meat, Poultry and Processed Products Graders, U.S. Dept. of Commerce (USDC) National Marine Fisheries Services and DLA TROOP SUPPORT-FT Quality Assurance personnel. Representatives from the above agencies form the DLA TROOP SUPPORT Prime Vendor Product Quality Audit Team.

The Contractor will undergo an audit at least once per contract period. The audits are conducted as a product cutting. The cost of one Food Audit is estimated at $9,500.00 (for product cost only). The Contractor will provide samples of catalog items chosen by the government at a cost of up to $9,500.00 per audit. In addition to this amount, if a Produce Quality Audit is performed the Contractor will also provide produce sample items at a cost of up to $1,500. The Contractor is required to provide the following support to the DLA Troop Support Audit Team: personnel and equipment to select, separate, move, and discard audit samples and to monitor thawing of some products before and during the audit. The Contractor is also required to provide a digital camera and personnel to take digital pictures during the audit. Additional cost may be incurred by the Contractor if their facility does not have a facility/kitchen or the equipment needed to perform the audit. For additional costs associated with Follow Up Audit/QSMV due to prior audit/QSMV failure, see paragraph 6 below ("Follow Up Audits").

NOTES:
Since there is no destructive sampling performed during a QSMV, there is no cost of product associated with QSMVs.
The Government reserves the right to conduct an unannounced QSMV in lieu of an initial audit or other audit during the base period if deemed in the best interest of the Government.

Audit Process

The Contractor will be given advance notice of sixty (60) calendar days of an impending audit. Effective upon receipt of the 60 day notification, the Contractor will not delete items from the contract catalog without first receiving written permission from the Contracting Officer to delete the item(s). The Government reserves the right to conduct unannounced food audits or QSMV.

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The DLA Troop Support Quality Audit is typically a three (3) day process. Day one is devoted to sample selection at the Contractor's warehouse and performance of the Joint USDA-AMS/DLA Sanitation /Food Defense Audit. Days two and three encompass the performance of the actual Prime Vendor Product Quality Audit.

NOTE: If a Produce Audit is performed in conjunction with a Prime Vendor Audit, an additional day will be added to the audit (See Produce Audit information in c. below.) In the event of a Produce Audit being conducted in conjunction with a Prime Vendor Audit, the Prime Vendor Audit portions will occur on days three and four.

If the Contractor stores, distributes and/or ships fresh fruits and vegetables (Produce) to DLA customers, a Produce Quality Audit may be conducted in conjunction with the Prime Vendor Product Quality Audit or separately. Fresh fruits and vegetables supplied shall be US Grade 1 or higher. Also, if fresh-cut operations are performed at the Contractor's facility, a Joint DLA/USDA-AMS Good Agricultural Practices (GAP)/Good Handling Practices (GHP)/Hazard Analysis Critical Control Points (HACCP) Audit will be performed.

A Produce Quality Audit is typically a two (2) day process. Day one is devoted to sample selection at the Contractor's warehouse and performance of the GAP/GHP/HACCP Audit. Day two encompasses the performance of the actual Produce Quality audit. Warehouse/storage facilities used by the Contractor to store food products intended for DLA customers will be inspected for sanitation and food defense compliance during Joint Quality Audits performed by USDA-AMS's and DLA Troop Support 's Quality Auditors or by USDA-AMS's Auditors as requested/directed by DLA.

Upon arrival at the Contractor's facility (day one), the Lead Auditor will provide a list of items identified for evaluation and the samples will be selected by a USDA-AMS Auditor. The Lead Auditor will accompany the USDA-AMS during the performance of the GAP/GHP Audits.

Items selected for evaluation will be segregated from the Contractor's regular inventory and appropriate procedures shall be used to maintain the integrity of the samples. Evidence that the Contractor has replaced or tampered with samples, or otherwise interfered with the audit samples and/or audit process will result in the Contractor failing the audit.

During the Prime Vendor Audit the DLA Troop Support Lead Auditor will assign an item rating based on compliance with or departure from stated requirements as specified in the DLA Troop Support NSN, LSN, or NAPA catalogs. Items will also be audited to determine compliance with the Berry Amendment, approved source requirements, FDA Retail Food Code, USDA-AMS Warehousing Standards, Good Manufacturing Practice, Food Safety Modernization Act, additional provisions of the Code of Federal Regulations and other applicable standards, regulations, and contract requirements.

NOTE: If a Produce Quality Audit is performed, the DLA Lead Auditor will assign an item rating based on compliance with or departure from stated requirements in the DLA Troop Support NSN/LSN catalog and the specified US Grade 1 Standards.

Deviations from the contract or stock number requirements will be color coded and classified based on the severity of departure from requirements as follows:

PRIME VENDOR PRODUCT AUDIT RATINGS (COLOR CODE RATING SYMBOLOGY)

ACCEPTABLE (GREEN) = Acceptable. No deviations from the contract or the item description stock number requirements.

MINOR NONCONFORMANCE (YELLOW) = Not fully acceptable. A Minor nonconformance is a deviation from the contract or the item description stock number requirements. This minor nonconformance is not likely to materially reduce the usability or serviceability of the item for its intended purpose or affect its condition and/or the continued storage of the item for further use. Examples of minor nonconformances: Cataloging issues; Minor workmanship/fabrication violations; Minor weight/portion control violations; Items that exhibit very slight freezer burn or dehydration on some sample units; Minor workmanship/fabrication or minor weight issues; Minor deviations from packing, packaging, labeling and marking requirements that would not necessitate a regulatory market suspension or affect DLA TROOP SUPPORT's ability to recall the item.

ACTION REQUIRED: This nonconformance requires attention from the Contractor. Minor nonconformances may be tolerated by the customer for a short period of time (until the Contractor receives a new product at OCONUS but for no more than 30 days at CONUS locations).

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MAJOR NONCONFORMANCE (BLUE) = A major nonconformance, other than critical, is a deviation from the contract or the item description stock number requirements. This major nonconformance is a deviation that materially affects or is likely to have a major effect on the serviceability, usability, condition and/or continued storage of an item for further use. Examples of major nonconformances: Domestic source/regulatory/approved source violations; Wrong item; Grade failures or mismatch; Major workmanship/fabrication violations; Major weight/portion control violations; Item shelf life/ expiration date violations; Not latest season pack/crop year violations; Items that exhibit major freezer burn or dehydration, temperature abuse, and/or other off condition that although not likely to result in hazardous or unsafe conditions, the defect and/or combination of defects materially affect the item serviceability for its intended purpose and/or prevents the performance and production of an end item/meal by the customer; and/or Major deviations from packing, packaging, labeling and markings that would necessitate a regulatory market suspension or have a major effect on DLA TROOP SUPPORT's ability to recall the product.

ACTION REQUIRED: Contractor is required to STOP ISSUE of the item, unless otherwise approved by the Contracting Officer.

CRITICAL NONCONFORMANCE (RED) = A critical nonconformance is a deviation that judgment and experience indicate consumption of the item is likely to result in hazardous or unsafe conditions for individuals. An item will receive a Red Rating if it contains a critical defect(s) that involve food safety issues such as wholesomeness, foreign material, contamination or adulteration issues that judgment and experience indicate consumption of the item is likely to result in hazardous or unsafe conditions for individuals. Examples of critical nonconformances: Items with food safety concerns are those items that exhibit decomposition, contamination, foreign material, and/or other conditions that render an item unfit for human consumption.

ACTION REQUIRED: Contractor is required to STOP ISSUE of the item, immediately NOTIFY DoD CUSTOMERS, REQUEST RETURN of the item in question, and notify supplier/producer of the item (if applicable).

NOTES:

1. MAJOR NONCONFORMANCE (BLUE) = In OCONUS locations only, the Contracting Officer may approve continue issue of the item because of location extenuating circumstances and on a case-by-case basis. This approval is depending on the type and severity of the deviation, DLA TROOP SUPPORT Lead Auditor recommendation, customer approval, and if the same item and/or a substitute of equal/higher technical quality is Not-in-Stock at OCONUS location. Continue issue of the item may require and include Contractor screening/rework of the nonconforming item and follow-up Government inspection/audit to verify action taken by the Contractor (at no cost to the Government for inspection/travel costs). At CONUS/OCONUS locations, only the Contracting Officer, not the customer or the Lead Auditor, has the authority to accept wrong items (not meeting item description cited in DLA TROOP SUPPORT catalogs).

The Rating assigned to the item WILL NOT be changed by the Lead Auditor because of acceptance with a waiver/rework/repair of the item in question. The DLA TROOP SUPPORT Food Safety Office (DLA TROOP SUPPORT-FTW), at the request of the Contracting Officer, may issue a restricted (to DLA TROOP SUPPORT customers only) Hazardous Food Recall for all those items originating from an unapproved source and distributed to DLA TROOP SUPPORT customers worldwide.

2. CRITICAL NONCONFORMANCE (RED) = The DLA TROOP SUPPORT Food Safety Office (DLA TROOP SUPPORT-FTW) will issue a Hazardous Food Recall for all critical nonconformances involving items with food safety concerns that render an item unfit for human consumption or may present a health hazard for DoD customers. If applicable, the Contracting Officer should suggest suppliers/producers of the item to review shipping documents to ensure the same item was not delivered to other DoD customers.

3. Prime Vendor Audit Preparation

The Contractor is responsible and will bear all costs for the facility and the equipment/supplies used during the audit. Immediately upon receipt of the audit notification, the Contractor shall make arrangements to use their normal product cutting room/kitchen (if adequate) or find another facility for the audit. If there is no space available at the Contractor's facility or the space is inadequate, other arrangements must be made by the Contractor. The room must be equipped with running water. To ensure accurate weight of audited items, it is highly recommended that scales used during the audit are calibrated within the 60-day notification period and an applicable set of test weights are available to verify scale accuracy. A scale capable of weighing portion control items and roasts, and a scale capable of weighing full cases are required. Clean-up of the cutting area/room and continuous clean-up of equipment will be the Contractor's responsibility. The Contractor must contact the Lead Auditor to discuss the location, adequacy of the facility, and equipment available as soon as possible but no later than 45 Calendar days prior to the audit. The following is the list of equipment/supplies needed:

Freezer storage area to store samples selected;
Chill area for tempering product for approximately 10 + pallets;
Tables for conducting the audit and demonstration;
Sinks/wash area equipped with sanitizing soap for cleaning knives and equipment;
Water jet spray attachment for the sink;
Pans or work area in close proximity to a sink area to drain/purge from packaged product;

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Deep fat fryer;
Microwave;
Calibrated Scales/Test Weights: One digital portion scale able to record product weights in both ounces and grams and capable of measuring down to the nearest hundredth is preferable, and a set of test weights with a recommended weight range of 1.0 ounce to 1 pound; and, one scale able to record product weights for full cases with an approximate weight range of 0 -100 lb and capable of measuring down to the nearest tenth is preferable and a 25 lbs. test weight;
A minimum of 10 large flat baking sheet pans, plastic trays or some type of tubs to place thawed meats;
Cart to move samples around;
Cutting boards (two or three);
Large trash cans with bags;
Power hook-up for 3-4 computers;
Access to a copy machine;
Small box for ground beef samples (Approx. 10 oz) and dry ice or cold packs for mailing;
Miscellaneous supplies: Paper towels; large heavy-duty plastic trash bags; one-gallon zip-lock storage bags (for microwave cooking); one box of large latex gloves; paper flip chart/easel with markers (RED, BLUE, ORANGE, GREEN, BLACK); cellophane tape; binder clips; and a stapler; and
Optional but considered highly desirable: Cloth towels and floor covering to maintain clean and sanitary floor areas.
The Contractor may be asked to provide a digital camera with date and time stamp capabilities and a person to take the digital pictures during the audit. If applicable, a copy of the time and date stamped pictures shall be E-Mailed to the DLA TROOP SUPPORT Lead Auditor at the conclusion of the audit. A separate E-Mail shall be submitted to the DLA TROOP SUPPORT Lead Auditor for each food class within a Contractor's catalog which has been audited (Meat, Poultry, Seafood and Processed Products, and other items as deemed appropriate). The destination E-Mail address of the DLA TROOP SUPPORT Lead Auditor will be provided during the audit.

4. Sample List/Selection of Samples

The Lead Auditor will provide a list of sample items upon arrival at the Contractor's facility. Two samples for each item will be selected. A pick list/picker stickers, six month velocity or usage report, and an on-hand inventory quantity report (i.e. number of cases on hand) should be developed for each item after receipt of the list. Warehousing assistance will be required to pull and prepare samples for the audit. Assistance with moving samples from the storage areas to the audit area and also continuous removal of items after review will be required on audit days. Some samples will require tempering/thawing. An area will need to be provided for the sample tempering process with a capacity for at least 10 or more single layer pallets side by side. In order to rapidly temper these items the warmest area at the facility will be needed. Upon tempering the items will need to be placed in a chilled environment. All samples must be stored in controlled conditions to protect from abuse or tampering. Samples of product may be sent for lab testing to ascertain wholesomeness and safety of a product if determination cannot be made by normal inspection/observation during the audit (food safety issues such as wholesomeness, foreign material, contamination or adulteration, etc.). The meat audit items (approx.13-20) will be primarily Center of the Plate –Beef and Pork- Steaks, Roasts, Chops, Diced, and Ground items. Ground Beef Bulk and Patties will be sent to the USDA laboratory for Analytical testing- Fat only. The Contractor will need to arrange for the shipping of the samples approximately 4 ounces, except in OCONUS areas where prohibition exists or it is impractical. The seafood items (approx. 13-20) will consist of Fish - Portions, Sticks, Fillets, and Steaks, Shrimp, Lobster, Crab, Clam, Oyster, and Crawfish. Poultry items (approx. 13-20) will also be center of the plate items. Processed Products Fruit and Vegetable will consist of approximately 13-20 Items. Since the DLA TROOP SUPPORT Prime vendor Product Quality Audit covers all Food Classes within the catalog (Meat, Poultry, Seafood and Processed Products, and other items as deemed appropriate), samples of "other" items may be selected to make-up the number of samples required for a commodity when the Contractor's Catalog lists a limited number of items for one or more of the major commodities. A combined rating score will be assigned during the audit (e.g., Seafood/Other).

NOTE: Certification/Documentation - To avoid delays/questions during the audit, the Contractor should ensure that ALL products intended for DLA TROOP SUPPORT's customers are derived from Approved Sources and meet the Berry Amendment requirements (unless otherwise is excluded in the contract/FAR/DFAR or authorized by the Contracting Officer). The Contractor should obtain and have the following certifications/documentation available during the sample selection (preferable) and/or during the audit should the Lead Auditor need to review documentation to verify compliance with the following: All Seafood items are required to originate from an approved domestic source; processed fruits and vegetables are required to be from the latest seasonal pack (crop year) available, so be prepared to provide seasonal pack/crop year information for samples selected; and any item on the list that is required to be certified must be available for review.

5. Audit Results

The audit results are performance indicators that will be used in conjunction with a firm's past performance. DLA TROOP SUPPORT considers 85% acceptability for each category (Meats, Poultry, Seafood, and Processed Products) as the minimum standard for acceptable performance. The Contractor will be given a detailed report on each product reviewed. It will be the Contractor's responsibility to take immediate action to correct any deficiency uncovered during the audit. Corrective action must include action to

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address the deficiency and the system which allowed the deficiency to occur. Audit failures and/or failure to take corrective action will be grounds for terminating the contract.

6. Follow-Up Audits

Follow up audits may be scheduled within a one-year period of the initial audit as deemed necessary by the Government. Grounds for follow-up audits include but are not limited to failure to obtain an acceptable rating (< 85%) in one or more commodities, repetitive failures, and customer complaints. All samples, audit facility, and equipment/supplies needed for the follow-up, same as indicated above for the initial audit, are to be at the expense of the Contractor. The Contractor will also be responsible for reimbursement of USDA-AMS/USDC's incurred expenses associated with inspection and travel cost.

During a follow-up audit only those commodities that failed the initial audit (scored < 85%) will be audited. Also, a commodity that had an unreasonable number of items not-in-stock (more than 50% of items listed in the Contractor's catalog were NIS) during the initial audit, may also be audited during a follow-up. If the follow-up is a one-day audit (one or two commodities) these samples may require removal from refrigeration and/or frequent monitoring by Contractor's personnel the previous day/evening to ensure thawing within a 24-hour period. Additionally, the DLA TROOP SUPPORT Lead Auditor may stop at the facility to review the thawing progress the evening before the audit.

NOTES:

In addition to the cost of product and other expenses, the Contractor is also responsible for the reimbursement of USDA-AMS/USDC's Inspection costs, as well as travel costs, associated with a Follow-Up Audit/QSMV conducted as a result of the Contractor's failure of a prior Quality Audit or QSMV. Since there is no destructive sampling performed during a QSMV, there is no cost of product associated with a QSMV.
The estimated cost of a Follow-Up Audit includes the current USDA-AMS/USDC fee at the time of the audit/QSMV (FY 2013 fee - $90.00 per hour);in CONUS, two (2) eight (8) hour days of temporary duty and one (1) or two (2) eight (8) hour day(s) of review/audit time. The total cost of review time is dependent upon the number of auditors/graders needed to perform the Follow-up Audit. For example, one (1) commodity failure will require two (2) USDA-AMS/USDC auditors, two (2) commodity failures will require three (3) USDA-AMS/USDC auditors, and three to four (3-4) commodities failures will require four (4) auditors. Follow-up QSMVs require two USDA-AMS Auditors, regardless of number of commodity failures. In CONUS, the maximum fee charges/cost for 4 days/8hr day is $2,880 per auditor **plus** reimbursement for actual travel cost (transportation, lodging, per diem, rental car, miscellaneous expenses) as authorized by the Government Joint Travel Regulation. After the Follow-up Audit/QSMV, the Contracting Officer will request for reimbursement of USDA-AMS/USDC's inspection and travel costs associated with the Follow-up Audit/QSMV from the Contractor. Contractor will submit payment (check made payable to the US Department of Treasury) to the Contracting Officer within **45** Calendar days of request.

7. Audit Failures

As noted herein, audit failures and/or failure to take preventative and corrective action will be grounds for terminating the contract. The Government may, at its discretion, take other action to address the audit failure such as, but not limited to unannounced QSMVs and/or follow-up audits. Such action will not eliminate the Government's right to terminate the Prime Vendor contract should the deficiency or system which allowed the deficiency to occur remain uncorrected.

IV. ORDERING and DELIVERIES & PERFORMANCE

1. START-UP / IMPLEMENTATION PERIOD

A start-up/implementation period of up to 3 months (or 90 days) is allowed. An incumbent Contractor who receives the award may be afforded less time for start- up/implementation if it is mutually agreed upon by both parties.

The new contractor's 90-day start-up period is defined as the timeframe which begins immediately after award and ends as the first order is placed. Within this timeframe the new contractor shall be fully operational to support all customers listed in this solicitation. The start-up/implementation period is the period in which the contractor shall source and add, at fair and reasonable prices, the balance of the required catalog items, complete its ability to fully execute all EDI transactions and interact with STORES, and fully populate its complete electronic catalog for customer support. The complete electronic catalog must be submitted via 832 transaction at least three weeks prior to the first order date. The Contractor shall submit a proposed implementation schedule to the Contracting Officer within ten (10) days after award highlighting the steps that will be taken to implement a fully functional distribution account, including all EDI transactions (and testing), for all customers covered by this solicitation. An additional 80 days will be granted for complete implementation.

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During the start-up/implementation period, the incumbent Contractor will remain the principal source of food and non-food supplies. Notwithstanding other provisions of any resultant contract, performance failure during this period may result in termination for cause. In unusual or emergency circumstances, the new Contractor may consider procuring residual levels of inventory from the incumbent as an initial basis for creating a catalog of items. It is the Government's intent to have all orders placed under the new Contractor's contract when the incumbent contract expires.

The Government reserves the right to coordinate a post award conference to be hosted by the awardee within the start-up/implementation period. The Contracting Officer, or designated representative, initiating the conference will designate, or act as, the chairperson.

Many bases currently require enrollment in RapidGate and will not allow entry without RapidGate clearance. During the contract start-up/implementation period, the Contractor must contact all customer locations to determine whether enrollment in RapidGate or another security program is required for access to each location. If RapidGate or other security enrollment is required, the Contractor must take all necessary steps to obtain this in time for the start of performance under this contract. Failure to have RapidGate clearance may result in a vendor being turned away from the base and being unable to complete delivery. The Contractor is responsible for the additional cost for RapidGate enrollment and must ensure that a RapidGate enrolled driver is available for all deliveries. We currently estimate that RapidGate enrollment will cost about $250 per company and $200 per enrolled employee for 1 year of access to multiple locations, but the cost of RapidGate or other security enrollment may vary, so the Contractor should contact RapidGate to determine its own costs. If more than one driver is required, RapidGate enrollment must be obtained for each driver. Note that enrollment can take several weeks, so an awardee that is not already enrolled must begin enrollment at the time of award notification at the latest. If difficulty or delay in enrollment in RapidGate is encountered during the start-up/implementation period, the Contractor MUST contact RapidGate and/or the Security Officer at the applicable customer locations to resolve any issues with processing RapidGate enrollment so that the Contractor will be able to deliver as required. For additional information regarding RapidGate, including enrollment instructions, please visit their website at www.rapidgate.com.

Please note that RapidGate is currently a requirement for access to some military bases; however, these and other locations may require enrollment in other security programs at some time in the future. In this event, the Contractor is responsible for obtaining all required enrollments and clearances for each of their drivers as soon as they receive notice of such a requirement.

2. ORDER LEADTIMES

Orders, other than Emergency Orders or orders for Special Order items, shall be delivered on a "skip day" basis (the 2nd day thereafter) , at a minimum, e.g. Monday orders shall be delivered no later than Wednesday.

Orders shall be submitted by the customer by 2:00 p.m. for skip-day deliveries.

3. EMERGENCY/SAME DAY ORDERS

The Contractor shall fulfill emergency orders, i.e. orders for same-day delivery, as needed. The Contractor is responsible for providing the ordering facilities with the name of the Contractor representative responsible for notification of receipt and handling of such emergency service and his/her phone number and/or pager number.

The time emergency orders must be placed for same-day delivery will be 3:00 p.m. local time. Emergency orders may be changed/cancelled no later than 5:00 p.m. local time. The Contractor will take all actions to deliver the same day as required.

A STORES order must be placed for all emergency orders to assure proper Contractor invoicing and payment. If STORES is inoperable, the order must be entered into STORES post-delivery.

The Contractor shall be responsible for completing no more than two Emergency orders per customer, per month, without additional charge.

In the event of a hurricane or other disaster, it may be necessary for the government to pick up certain key disaster-relief products at the Contractor's facility, including but not limited to bottled water, packaged ice, and commercial meal kits. In case of such an emergency, the Contractor and government will negotiate distribution prices for such FOB Origin items.

4. SPECIAL ORDER ITEMS and DELIVERY TERMS

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The Contractor is not required to maintain any item/LSN on the contract catalog that has an average usage rate of less than 20 cases (or lesser amount as proposed and awarded) per month. However, there are many items required by the customer that do not meet this requirement, for example infrequently ordered and seasonal or holiday items. Additionally, certain items that are maintained on the contract catalog may require longer lead-time for the Contractor (e.g. 14-21 days). The Contracting Officer must approve longer order lead-times for such Special Order items (see paragraph F below). These items that the Contractor is not required to maintain on its skip-day delivery catalog, but is required to supply as needed, and approved longer lead-time items, are Special Order items.

For items on the catalog that are specified as Special Order items, with a longer than skip-day order lead-time, customers shall submit separate STORES orders for such items, i.e. all items on a single STORES order shall have the same order lead-time and required delivery date.

For items not maintained on the catalog, when required, the customer will provide written email request to the Contractor, and copy the DLA TROOP SUPPORT Contracting Officer and Account Manager, for such Special Order items, to include the item description, LSN if known, quantity and required delivery date. The Contractor shall immediately source the Special Order item(s), and shall provide the request to add the item(s) to the contract catalog to the Contracting Officer within 5 working days of receipt of the customer requirement/request, in accordance with paragraph V.2.A.1.c herein. Annotate “SPECIAL ORDER ITEM” on the request form. The Contractor shall be required to make deliveries of Special Order items, as required, no greater than 21 days (for existing suppliers) after approval by the Contracting Officer of the Contractor’s add-item request, or no greater than 30 days from Contracting Officer approval when the item supplier is a new source for the Contractor, i.e. the Contractor does not have an existing Purchase Agreement in place with the new item supplier at the time of the Contracting Officer’s approval to add the item.
NOTE: Prior to the Special Order request, the customer must obtain approvals from their Service HQ for all catalog item additions.

After approval by the Contracting Officer to add the line-item/LSN to the contract catalog, the Contractor shall either; (1) acquire the item and add such item immediately to the catalog, at the approved price, designating the item as a Special Order item with the required, longer order lead-time, or (2) acquire the item and add the line item/LSN to its contract catalog, after receipt of such item, for availability for customer skip-day order.

The Contractor shall be required to maintain a historical spreadsheet of all Special Order items, by LSN and item description and including date(s) added to the catalog, and price(s). This spreadsheet shall be available to all customers and the Government, and is intended to streamline the Special Order process for future, repetitive requirements. The Contractor may be required to implement an additional, separate electronic contract catalog exclusively for Special Order items.

The Contractor may, upon approval from the Contracting Officer, designate certain items as Special Order items, i.e. items that will remain on the order catalog but require longer than skip-day order lead-time. These items shall be designated as “SO” in 832 field REF02 with the corresponding order lead-time in 832 field REF03.

Special Order items not maintained on the catalog may be deleted in accordance with paragraph V.2.A.2 below.

5. ORDER CHANGE and CANCELLATION TIMES

Skip-day purchase orders may be revised, i.e. the required quantity for a line-item(s) may be increased, reduced, or cancelled in its entirety (zero amount), by such change made by the customer (by telephone, or receipt-confirmed fax, or email) by 12:00pm (noon), Contractor local time, the day prior to delivery. The 12:00 pm (noon) cutoff time does not apply to new orders placed for product substitutions of items that were not-in-stock (see paragraph 7 below.)

Orders may be cancelled at the customers’ discretion (within the timeframe specified above) including but not limited to the following reasons:

Change in requirement
Change in troop location
Change in troop mission
User error on original order

Special Order Item purchase orders may be revised, i.e. the required quantity for a line-item(s) may be increased, reduced, or cancelled in its entirety (zero amount), by such change made by the customer (by telephone, or receipt-confirmed fax, or email) and received by the Contractor no later than 3 days (72 hours) after order (for Special Order long lead-time items on the catalog); or no later than 3 days (72 hours) after approval by the Contracting Officer to the Contractor to add and acquire such item.

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D. For revisions/cancellations placed after the times specified, the Contractor shall not ship/deliver such cancelled items or quantities and shall take all reasonable efforts to sell such residual product(s) to other customers and orders placed under this contract or via commercial sales. In the event that late cancellation of Special Order item(s), or failure to place a STORES order for a previously requested Special Order item(s) results in expiration of shelf-life of such item(s) and a loss to the Contractor, the Contractor shall be entitled to payment for such product loss(es), provided that all of the following conditions occur:

The item(s) and quantity was purchased and receipted by the Contractor exclusively for the DLA TROOP SUPPORT ordering customer(s) in accordance with the DLA TROOP SUPPORT customer's written direction,;
The customer does not order or take delivery of the item or quantity as ordered or requested, and failed to timely revise/cancel the order/request notification in accordance with contract requirements,
The Contractor immediately notifies the Contracting Officer of the customer activity(s) failure to order as requested (i.e. for items not previously on the ordering catalog, within 2 weeks of the item going on the catalog; and for long lead-time items on the catalog, within 2-days of late cancellation),
The Contractor provides additional written notice to the Contracting Officer when the product has only 45 days or less of shelf-life remaining, to allow for emergency actions within the remaining shelf-life of the item, e.g. discounted commercial sales as authorized by the Contracting Officer,
The Contractor actually incurs the monetary loss and places a claim for such loss. The customer activity that failed to order or to take delivery of such Special Order item(s) as requested or ordered, will be liable for such product loss, and will be billed for any such loss.

6. SUBSISTENCE TOTAL ORDER AND RECEIPT ELECTRONIC SYSTEM (STORES)

The Contractor shall be capable of receiving electronic orders via STORES. In conjunction with STORES, the Armed Forces use a food management program to run their dining facilities. In order to be compatible and to take full advantage of its integrated food management function, the current version of STORES includes elements supporting the program. Offerors must have working IT systems which are capable of interfacing with STORES in order to be considered for award. Reference I includes the EDI transaction sets information and specifics.

Subsistence Total Order and Receipt Electronic System (STORES)

STORES is the Government's ordering system that is capable of accepting orders from any of the Services'; i.e. Army, Air Force, Navy, or Marines, individual ordering systems and creating Electronic Data Interchange (EDI) orders. In addition, this information is passed to the DLA TROOP SUPPORT Enterprise Business System (EBS) for the purposes of Contractor payment and customer billing. The web link below provides additional EDI information.
Customers will order all of their food and beverage requirements through STORES. Some customers will also be able to order non-food items through STORES. The system will transmit orders to the Contractor. It may be possible during the life of this contract that all customers will have the opportunity to order the non-food items from STORES.
The awardee shall be required to interface with STORES and must be able to support the following EDI transactions:

810 – Electronic Invoice
832 – Catalog (Outbound: Vendor to DLA TROOP SUPPORT)
850 – Purchase Order
997 – Functional Acknowledgment

A complete description of these transaction sets is included in the "STORES EDI Requirements" located at http://www.troopsupport.dla.mil/subs/STORES_and_EDI_Requirements.pdf.

The Contractor shall have access to the Internet and be able to send and receive electronic mail (email).
Unit prices and extended prices must be formatted not more than two (2) places to the right of the decimal point.
The Contractor shall utilize the Government's standard item descriptions and unit package/pack sizes for each catalog LSN in the Electronic Catalog (832 transmission). This data **SHALL NOT** be modified for any LSN.

NOTE: Contractors are highly encouraged to adopt GS1 Standards. The adoption of GS1 Standards in the Foodservice Industry will greatly improve efficiency, product information, and food safety. The GS1 Standards begin with GS1 identification numbers, for products, using GS1 Global Trade Item Numbers (GTINs). GTINS uniquely distinguish all products (trade items), and logistic units across the supply chain from manufacturer to consumer. GTINs provide the link between the item and databases containing detailed information pertaining to that item. If your trading partners currently use GTINs, please reference the STORES EDI Implementation Guide attachment for segment and element instructions.

For more information regarding GS1 and GTINs, please visit the GS1 US website: www.gs1us.org/foodservice or contact:

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Julie McGill, Industry Relations Director, Foodservice, GS1, US, T +1 312.463.4032, E jmcgill@gs1us.org or Dennis Harrison, Senior Vice President, GS1 US, T +1 609.620.4522, E dharrison @gs1us.org.

C. STORES Ordering Process

All customers are required to electronically submit every order through the Government's STORES system.

If the STORES system is down, the Contractor shall accept the order via fax, email, or phone, and the Contractor shall deliver in accordance with the order required delivery date. In order to assure customer inventory receipting, and prompt Contractor payment and customer billing, the order must still be input by the customer into STORES as soon as possible. **The Contractor shall receive the STORES order and Purchase Order (PO) number before invoicing.** The STORES order generates the Purchase Order numbers and the funding commitment in our financial system. A Purchase Order number is one of the contractually required fields of your invoice, and **if your invoice does not have a Purchase Order number, it will not get paid. If the Contractor does not timely receive a STORES order for prior fax, email, or phone orders, immediately contact your Contracting Officer, Acquisition Specialist, or Account Manager.**

There shall be no line-item (LSN) additions or substitutions to existing STORES orders. Requirements for additional LSNs to prior/existing orders shall be ordered by customers via STORES as a new and separate STORES order.

Authorized Telephonic, Fax, Email Changes to existing STORES Orders: Customers may only revise the required quantities for the line-items (LSNs) on an existing STORES PO, i.e. customers may require the Contractor to reduce the quantity for, increase the quantity for, or cancel in its entirety (zero quantity), any line-item(s) on an existing STORES order, in accordance with the provisions of IV.3 and 5 above. **In this event, the Contractor shall clearly annotate the quantity adjustment on the delivery ticket/invoice, and the customer shall receipt the correct delivered quantity.**

7. NOT-IN-STOCK (NIS) NOTIFICATION & ORDERS FOR SUBSTITUTIONS

A separate STORES order must be placed for all substitution/replacement items. This order must be placed by 5:00 pm Local Time on the day prior to the required delivery date.

All orders will be treated on a fill-or-kill basis; there can be no substituting of items.

> Specifically, a purchase order line item quantity will either be filled (whether in whole or in part) or, if the item is not in stock, it will be reported as a zero fill on the vendor's invoice. If there is an item on the existing STORES catalog that may serve as a replacement for the NIS item, the vendor will notify the customer within 24 hours after order. If the customer agrees, they will place a separate order for that line item. The replacement item will be delivered along with the rest of the purchase order however it will be invoiced separately, including a separate purchase order number, CLIN, etc. The vendor must show the original item as a zero quantity fill on their first invoice, and the replacement item on the second invoice. The replacement item will be priced at its own catalog price. Invoices must have all the correct information (contract number, purchase order number, CLIN, quantity, price, etc.) in order to be paid.

8. VARIATION IN QUANTITY for NON-CATCH-WEIGHT ITEMS

Catch-weight items are items for which a weight range per purchase case is acceptable; normally meat items purchased by the pound, e.g. 8905-01-E29-2117, Beef Flank Steak, 11-15 LB.

Non-catch weight items are all other items, which must meet the exact case weight or units per purchase pack.

There shall be zero variation in quantity for non-catch-weight items, i.e. the Government shall not be obligated to accept and purchase any quantities of any item delivered in excess of the exact order quantity.

9. DELIVERY DESTINATIONS AND INSTRUCTIONS

Deliveries shall be F.O.B. destination to all ordering activities and delivery points. All items will be delivered to customer locations, free of damage, with all packaging and packing intact. The Contractor shall remove all excess pallets used for delivery from the CONUS customer's location. No pallet exchange programs will be available for the customers listed in this solicitation. Deliveries shall be scheduled according to the customer's timetable as listed below.

Installation delivery routes and stop-off sequence will be coordinated and verified with the installations on a post award basis by the awardee(s).

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All deliveries are subject to military inspection at destination. Delivery vehicles may be required to stop at a central location for inspection before proceeding to the assigned delivery point(s). Additionally, upon completing the delivery (or deliveries) and before the carrier leaves the installation, copies of the delivery tickets/ invoices may be required to be delivered to a central "Accounting Office" activity on the installation after all drops have been made and prior to the carrier's departure from the installation.

Specific delivery point information is provided below. Some installations have more than one delivery point. Pertinent information has been included to explain specific customer delivery requirements, point of contact and instructions.

Products for individual customers/dining facilities must be segregated. Many of the military bases have more than one delivery point. All products shall be segregated by drop-off point. The intent is to provide expeditious off-loading and delivery to the customer.

The Contractor shall also ensure that the personnel loading and delivering the product provide prompt and efficient service to the customer.

Specific Military installations may require trucks to be sealed after each delivery stop. If this is or becomes a requirement, the seals shall be supplied by the contractor.

The contractor must be aware of the Department of Defense Force Protection Conditions (FPCON) System and cooperate with all security measures that could be enacted by a specific installation. The contractor must plan accordingly to ensure all deliveries are made with little or no interruption, assuming the base is accepting deliveries, when higher FPCON levels are enacted.

Please see "Attachment 4 – FPCON" for more details.

Delivery Points:

Please see "ATTACHMENT 3 – SOUTH CAROLINA DELIVERY SCHEDULE" for a detailed listing of all delivery points.

10. ADDITION OF CUSTOMERS

Adding customers within the contract geographic distribution region.

Additional DoD and non-DoD federal government customers that request DLA TROOP SUPPORT foodservice support will be added on to the resultant prime vendor contract under this solicitation, without any new acquisition or competition process, if the customer(s) is clearly within the geographic distribution region covered by this contract.

In this case, the Contractor shall include this customer(s) at the effective contract prices applicable to that contract region.

The decision as to whether the new customer is clearly within the contract region and will be added to the contract without further competition and at existent contract prices, shall be the sole decision of the DLA TROOP SUPPORT Contracting Officer.

Adding customers outside the contract geographic distribution region that are not covered by a current Prime Vendor contract.

This provision applies to the following customers:

A new DoD or non-DoD federal customer that is not clearly within the contract geographic distribution region and for which the Contractor will not accept the customer(s) at the effective contract price,
A customer(s) located in an area that may be considered adjacent or proximal to the geographic distribution region covered by more than one Contractor.
The above instances may occur when new customers request DLA TROOP SUPPORT prime vendor support or a current Contractor is no longer able to support that proximal customer installation(s). In these latter events, the DLA TROOP SUPPORT will utilize this provision to expeditiously source a Contractor for the customer installation(s).
The customer installations described in paragraph (a) above, and their foodservice requirements, will be added to a Contractor's contract as follows:

Complete price proposals to support the subject new customer(s), to include distribution and delivered prices, will be requested from only existing Subsistence prime vendor Contractors that are proximal to the new customer, i.e. close in distance. Also, the Government may use any in house records.

The addition of a new customer(s) may not exceed the contract maximum dollar stated.

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The decision as to which Contractors are proximal to the new customer and will be requested to provide a proposal to support such customer shall be the sole decision of the DLA TROOP SUPPORT Contracting Officer.

11. HOLIDAYS

All orders are to be delivered on the specified delivery date, except for Federal holidays, as outlined below. When a scheduled delivery day falls on one of these days, or one designated by your firm, delivery should occur on the next business day, unless otherwise agreed to by the customer,

New Year's Day
Martin Luther King's Birthday
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Day

Note: Saturday holidays are celebrated the preceding Friday; Sunday holidays are celebrated on the following Monday.

Holidays celebrated by your firm, other than those specified above, must be listed below. Also specify your policy for celebrating holidays that fall on the weekend.

_____
_____
_____

12. AUTHORIZED RETURNS

The Contractor shall accept returns under the following conditions:

Products shipped in error;
Products damaged in shipment;
Products with concealed or latent damage;
Products that are recalled;
Products that do not meet shelf life requirements;
Products that do not meet the minimum quality requirements as defined for the items listed in the Schedule;
Products delivered in unsanitary delivery vehicles;
Products delivered that fail to meet the minimum/maximum specified temperature;
Quantity excess as a result of order input error/and or purchase ratio factor error; and
Any other condition not specified above that is determined a valid reason for return by the customer.

13. SHORT SHIPMENTS AND SHIPPING ERRORS

The authorized Government receiving official will annotate short shipment(s) on the delivery ticket/invoice(s) that accompany the delivery. The Contractor's representative, i.e., the truck driver, will acknowledge and counter-sign the delivery ticket/invoice.

Any product delivered in error by the distributor must be picked up no later than the next delivery day after notification by the ordering facility.

14. WAREHOUSE/TRANSPORTATION

The offeror must possess a fully functional and operating commercial food distribution warehouse (including distinct temperature-controlled sections for dry, chill and frozen products, and docks for receiving/shipping product) of sufficient size and sufficient open capacity to satisfactorily perform on this contract. The offeror must also have the ability to pick ordered product, stage and wrap in pallets for shipping and transport product in temperature-controlled, temperature recording trucks directly to all the customers listed in the delivery schedule on an ongoing basis fulfilling skip-day schedule as described herein. Attachment 5 contains the current line items/SKUs that are being used by the customers. An offeror must have the ability to fulfill all the customers' food supply requirements on a long-term, just-in-time basis in terms of both warehouse and transportations capabilities.

15. SURGE AND SUSTAINMENT (S&S) REQUIREMENTS

This solicitation includes items that are critical to support the Department of Defense's ability to conduct contingency operations. These items are designated as the S&S requirements, including the Services' go-to-war requirements. S&S requirements are reflected in the

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contract maximum percentage in this solicitation, and encompass any possible addition to peacetime quantities. The objective of this requirement is to obtain contractual coverage to meet the S&S quantities and sustainable accelerated delivery specified in this solicitation. S&S coverage includes access to production capability as well as vendor owned or managed inventory/safety stocks. Offerors will be evaluated on their ability to meet the terms and conditions of the S&S requirements. S&S requirements are defined as follows:

(A)Surge and sustainment capability means the ability of the supplier to meet the increased quantity and/or accelerated delivery requirements, using production and/or supplier base capabilities, in support of Department of Defense (DOD) contingencies and/or emergency peacetime requirements. This capability includes both the ability to ramp-up to meet early delivery or increased requirements (i.e., Surge), as well as to sustain an increased production and delivery pace throughout the contingency (i.e., Sustainment). The spectrum of possible contingencies ranges from major theater wars to smaller-scale military operations.

(B) S&S quantity and accelerated delivery schedule are identified on an individual item basis, based on the Services wartime planning requirements. The S&S quantity and delivery requirements are above and beyond the peacetime requirements in the schedule of supplies.

(C) S&S Capability Assessment Plan (CAP) (previously known as the “surge plan”). The CAP provides the offeror’s method of covering the S&S quantity and delivery requirements, identification of competing priorities for the same resources, and date the Contractor can provide the required S&S capability. If any of the S&S quantity and delivery requirements cannot be met, the offeror must identify the shortfall and provide the best value solutions to include a proposed investment strategy to offset the shortfall. For example, the CAP may include, but is not limited to, one of the following scenarios to address wartime delivery requirements:

(1) The S&S quantity and delivery requirements can be fully covered within the supplier’s resources.
(2) The S&S delivery schedule can be fully covered with early deliveries due to unit pack shipping.
(3) The total S&S quantity and delivery requirements can be met but at a different delivery rate, and the supplier has no cost-effective investment strategy that would improve the capability to deliver according to the quantity and delivery requirements.

(4) The total S&S quantity and delivery requirements can be met but at a different delivery rate, and includes an investment strategy that would improve the supplier’s capability to deliver up to the maximum percentage stated in this contract.

(5) The S&S quantity and delivery requirements can be partially covered (the supplier can only provide a fraction of the total quantities specified); however, the supplier has no cost effective investment strategy that would improve the capability to deliver up to the maximum percentage stated in this contract.
(6) The S&S quantity and delivery requirements can be partially covered (the supplier can only provide a portion of the maximum percentage stated in this contract), and includes an investment strategy that would improve the supplier’s capability to deliver up to the maximum percentage stated in this contract.

(D) Agreement to participate in S&S validation/testing. By submission of an offer, the supplier agrees to participate in S&S validation/testing as required by the Government to verify the stated S&S capability. Testing/Validation may include any methodology that can validate the supplier’s S&S capability. Validations will be conducted on randomly selected items by the Industrial Specialist after contract award and throughout the contract period. Validations include, but are not limited to, verification that the supplier and any subcontractor(s) have sufficient equipment, facilities, personnel, stock, pre-positioned raw material, production capabilities, visibility of supplier base resources and agreements, networks and plans for distribution (receiving, storing, packaging and issuing) and transportation services to accommodate the S&S requirements in the contract. This validation includes examination of any in-house work, review of the stock rotation plan (if applicable), and other contracts that impact the production of any added or accelerated quantities. The Government reserves the right to require validation using other methodologies when deemed appropriate. The language in this clause does not limit the Government's right, at any time after award, to perform inspections or validate the supplier's S&S capability.

(E) Supplier notification of S&S capability changes. The supplier agrees to maintain S&S capability to produce and/or deliver the S&S quantity identified in the Schedule of supplies in accordance with the approved CAP and S&S terms and conditions throughout the life of the contract. Changes that negatively impact S&S capability must be reported in writing to the Contracting Officer within ten (10) working days after the supplier becomes aware of such an impact. Such notification must include a revised S&S CAP with the supplier’s proposed corrective action(s) and date when the supplier can attain the required S&S capability.
(F) Government changes, additions and deletions to S&S requirements. The identification of new S&S items in the peacetime schedule or increases in quantities of items already in the S&S schedule will be done through bilateral contract modifications.

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Deletion of S&S requirements or decreases in quantities will be made by the Government through unilateral contract modifications. The government reserves the right to obtain S&S requirements from other sources without liability to the supplier. This language does not relieve the supplier of the responsibility to provide, in accordance with the applicable delivery schedule, non-S&S and S&S quantities agreed to in the Schedule and CAP during the contingency.

(G) Early or unexpected S&S requirements. The supplier shall support S&S requirements to the maximum extent practical (1) prior to the supplier achieving full S&S capability agreed to in the Schedule and the CAP, and (2) for requirements exceeding those agreed upon in the Schedule and the CAP, if agreed to by the Contractor and not exceeding any applicable contract maximum dollar value or quantity. The Government reserves the right to obtain S&S requirements from other sources without liability to the supplier.

V. CONTRACT ADMINISTRATION DATA

1. ADMINISTRATION AUTHORITY

The DLA TROOP SUPPORT Prime Vendor Supplier Operations Office will perform administration of the contract. The DLA TROOP SUPPORT Contracting Officer is the only person authorized to approve changes, or modify any requirement of the contract. Notwithstanding any provisions contained elsewhere in the contract, said authority remains solely with the DLA TROOP SUPPORT Contracting Officer.

A Government designated representative at the ordering activity will perform administration of the individual delivery order. This includes approving product substitutions and delivery changes.

In the event the vendor effects any change at the direction of any person other than the DLA TROOP SUPPORT Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made. The Contracting Officer must authorize any modification or costs associated with a change.

Requests for information on matters related to this contract, such as an explanation of terms or contract interpretation, shall be submitted to the DLA TROOP SUPPORT Contracting Officer.

2. CATALOG CHANGES (Fixed Unit Price Model)

Note: This section only applies to a contract awarded to an offeror with the lowest evaluated price under the Fixed Unit Price Model.

During the Implementation Period the schedule of items, along with their respective prices as determined fair and reasonable during the acquisition process, will become the basis of the catalog. This Schedule of Items represents all of the customers' requirements as of the solicitation issue date. After award and during the catalog start-up/implementation period, all additional customer required catalog items will be added at prices determined fair and reasonable by the Contracting Officer. All new items that are the same or similar in description and size to an item contained in the Schedule of Items will be added to the catalog at the same price as proposed by the awardee. In order to determine the price of the new item, the Price Per Evaluation Unit (Price per LB, EA, or GAL) from the awardee's Final Proposal Revision will be multiplied by the appropriate number of Evaluation Units (number of LB, EA, or GAL in a case) for the new item to determine the correct case price. The Contracting Officer will make the final determination if an item is the same or similar to an item contained in the Schedule of Items. The entire customer catalog must be submitted via 832 transaction at least three weeks prior to the first order date. The catalog prices will establish the initial catalog and will be adjusted by the PPI in accordance with Clause 52.216-9901. The same adjustment will also be applied to new items that are added to the catalog during implementation.

NOTE: For Non-PPI items, the price of any new item must be determined fair and reasonable by the contracting officer and in accordance with clause ***52.216-9064.*** The delivered prices will be set by the mandatory pricing agreements for the Ability One, Central Contracts (if applicable), and the Marine Corps/Sodexo items.

Subsequent to implementation of the initial catalog, additional items may be required by customers, and individual items may be deleted. All items added to the catalog must be determined fair and reasonable for price by the contracting officer prior to addition. All new items that are the same or similar in description and size to a current catalog item will be added to the catalog at the same price. In order to determine the price of the new item, the Price Per Evaluation Unit for the current catalog item will be multiplied by the appropriate number of Evaluation Units for the new item to determine the correct case price. The Contracting Officer will make the final determination if an item is the same or similar to an item contained in the catalog. The Price Per Evaluation Unit and Evaluation Units will be maintained by DLA Troop Support. The Price Per Evaluation Unit will be adjusted throughout the life of the contract in

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accordance with the process explained in Clause 52.216-9901 and section C. In addition, the following applies to all subsequent weekly 832 updates in the catalog.

Note: For Non-PPI items, the price of any new item must be determined fair and reasonable by the contracting officer and in accordance with clause ***52.216-9064.*** The delivered prices will be set by the mandatory pricing agreements for the Ability One, Central Contracts (if applicable), and the Marines Corps/Sodexo items.

Addition of New Items to the Catalog –

All catalog 832 transactions for additions of any/all new item(s) to an existing catalog, must have written approval from the Contracting Officer prior to any such 832 transmissions and addition. This written approval from the Contracting Officer shall authorize the specified addition(s), and represent the Contracting Officer's determination of price reasonableness.

NOTE**:** Prior to all requests, the customer must obtain approval from their Service HQ for all catalog item additions. An email with the customer approval must be provided to the contract specialist prior to the add request being processed.

If the new item is replacing a current item which is being discontinued by the manufacturer, the Contractor shall provide notification from the manufacturer to the Contracting Officer stating that the original catalogued item is, in fact, being discontinued.

Vendors shall email or fax their request for approval for such additions to the Contracting Officer and Acquisition Specialist utilizing one of the Local Stock Number (LSN) Request forms, completed in full, available at:

http://www.troopsupport.dla.mil/subs/support/techops/index.asp#

When the Government customer requests a new item(s) not inventoried by the Contractor be added to the contract catalog, the customer shall provide sufficient information to the Contractor to enable it to promptly source the required item. Customer requests for new items shall be copied to the Contracting Officer and Account Manager. The Contractor shall source the item and submit the fully completed LSN Request Form to add such item(s) to the Contracting Officer within 5 working days of the complete request. The Contractor shall promptly add the item to the catalog in the first weekly 832 transmission after Contracting Officer approval, and have the item available for order and delivery within 21 days of receipt of such Contracting Officer approval for existing suppliers, or no greater than 30 days from Contracting Officer approval when the item supplier is a new source for the Contractor, i.e. the Contractor does not have an existing Purchase Agreement in place with the new item supplier at the time of the Contracting Officer's approval to add the item.

Each Contractor request to the Contracting Officer to add new item(s) must include the following documentation in addition to the LSN Request Form: a copy of the product specification sheet and case label. If the new item is replacing a current item which is being discontinued by the manufacturer, the Contractor shall provide notification from the manufacturer to the Contracting Officer stating that the original catalogued item is, in fact, being discontinued. For any new add requests for items which have closed shelf life code dates, the Contractor is required to provide code break data so the Government can determine the product expiration date.

The approved price for any/all items as submitted on the LSN Request Form SHALL be the price submitted in the subsequent 832 transmission. Incoming 832 transmissions will be verified for compliance. Without Contracting Officer approval, prices submitted other than those originally approved will be rejected.

NOTE: Under no circumstance shall a Contractor transmit any catalog 832 transaction to add a catalog item without the Contracting Officer's written approval.

Deletion of Items from the Catalog: The Contractor shall provide email notification of all planned catalog LSN deletions to the DLA TROOP SUPPORT Contracting Officer and all catalog customers in accordance with paragraph B below. Such notification should provide the LSN, item description, brand/label, and the fully explained reason for the requested deletion, e.g.: customers requested replacement item xxxx, item being discontinued and replaced by xxxxx, insufficient demand (with details), LSN xxx, etc.

If a product is terminated or replaced by a new item due to customer preference, the customers must draw down the existing inventory before ordering the new replacement item.

The Contractor shall not delete items due to not-in-stock status.

Customer Notification of Catalog Changes, i.e. Adds and Deletes - The Contractor shall notify all contract customers of planned catalog item additions by emailing them copies of the completed Local Stock Number (LSN) Request when they submit same to the DLA TROOP SUPPORT Contracting Officer. The Contractor shall also provide email notification to the DLA TROOP SUPPORT Contracting

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Officer, and all customers of catalog item LSN additions and deletions no later than the day and time of submission of 832 catalog transactions to DLA TROOP SUPPORT (i.e. Wednesday 2:00pm ET).

Notification of Change of Brand/Label for Generic LSNs: The Contractor shall provide email notification to all customers and the DLA TROOP SUPPORT Contracting Officer, Acquisition Specialist, and Account Manager, when it changes any/all product brands/labels.

Price Changes –

PPI Items: Price changes will be based on the changes in the PPI in accordance with clause 52.216-9901 included in this contract, except for those items that are excluded from the PPI adjustment (See Schedule of Items). The monthly price adjustments will be determined by the DLA Troop Support Contracting Officer and sent to the contractor. The contractor then must submit the 832 transmission with the appropriate price changes. The DLA TROOP SUPPORT Contracting Officer will review all price changes to ensure they match with the prices he or she had previously provided to the contractor.
Non-PPI Items: Price changes will be in accordance with Economic Price Adjustment (EPA) clause ***52.216-9064*** included in this contract. The DLA TROOP SUPPORT Contracting Officer will review all price changes to determine fair and reasonableness when 832 transmission updates are received, but prior to release of catalog to customer. As part of this review, the Contracting Officer may require additional substantiated proof of the cost prior to final approval.

CATALOG CHANGES (Component Price Model)

Note: This section only applies to a contract awarded to an offeror with the lowest evaluated price under the Component Price

The market basket of items, along with their respective prices as determined fair and reasonable during the acquisition process, will become the basis of the catalog. It should be noted that this Market Basket represents a minimum of 75% of the customers' requirements. After award and during the catalog start-up/implementation period, the additional customer required catalog items will be added at prices determined fair and reasonable by the Contracting Officer. The entire customer catalog must be submitted via 832 transaction at least two weeks prior to the first order date. The catalog prices will establish the initial catalog and must be held throughout the first ordering week of the contract, if determined fair and reasonable by the Contracting Officer. Subsequent to implementation of the initial catalog, additional items may be required by customers, and individual items may be deleted. All items added to the catalog must be determined fair and reasonable for price prior to addition. Unless otherwise specified, items catalogued are not considered proprietary. In addition, the following applies to all subsequent weekly 832 updates in the catalog.

Addition of New Items to the Catalog –

All catalog 832 transactions for additions of any/all new item(s) to an existing catalog, must have written approval from the Contracting Officer prior to any such 832 transmission and addition. This written approval from the Contracting Officer shall authorize the specified addition(s), and represent the Contracting Officer's determination of price reasonableness.

NOTE: Prior to all requests, the customer must obtain approval from their Service HQ for all catalog item additions.

Vendors shall email or fax their request for approval for such additions to the Contracting Officer and Acquisition Specialist utilizing one of the Local Stock Number (LSN) Request forms, completed in full, available at:

http://www.troopsupport.dla.mil/subs/support/techops/index.asp#

When the Government customer requests a new item(s) not inventoried by the Contractor be added to the contract catalog, the customer shall provide sufficient information to the Contractor to enable it to promptly source the required item. Customer requests for new items shall be copied to the Contracting Officer and Account Manager. The Contractor shall source the item and submit the fully completed LSN Request Form to add such item(s) to the Contracting Officer within 5 working days of the complete request. The Contractor shall promptly add the item to the catalog in the first weekly 832 transmission after Contracting Officer approval, and have the item available for order and delivery within 21 days of receipt of such Contracting Officer approval for existing suppliers, or no greater than 45 days from Contracting Officer approval when the item supplier is a new source for the Contractor, i.e. the Contractor does not have an existing Purchase Agreement in place with the new item supplier at the time of the Contracting Officer's approval to add the item.

Each Contractor request to the Contracting Officer to add new item(s) must include the following documentation: copy of manufacturer's/grower's/private label holder's or Redistributor's original invoice and a screen shot in your electronic purchasing system signifying the delivered price, or a written price quote on the manufacturer's letterhead if the item is not currently in stock, and a copy of the product label. For any new add

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requests for items which have closed shelf life code dates, the Contractor is required to provide code break data so the Government can determine the product expiration date.
The approved price for any/all items as submitted on the LSN Request Form SHALL be the price submitted in the subsequent 832 transmission. Incoming 832 transmissions will be verified for compliance. If circumstances warrant a price change prior to initial 832 submission, the Contractor must resubmit the new price supported with invoice for approval. Without Contracting Officer approval, prices submitted other than those originally approved will be rejected.
The LSN Request Form includes a field for the Contractor to suggest a Distribution Category. However, the Contracting Officer will make the final decision on the Distribution Category assigned.
NOTE: Under no circumstance shall a Contractor transmit any catalog 832 transaction to add a catalog item without the Contracting Officer's written approval.
Deletion of Items from the Catalog: The Contractor shall provide email notification of all planned catalog LSN deletions to the DLA TROOP SUPPORT Contracting Officer and all catalog customers in accordance with paragraph B. Such notification should provide the LSN, item description, brand/label, and the fully explained reason for the requested deletion, e.g.: customers requested replacement item xxxx, item being discontinued and replaced by xxxxx, insufficient demand (with details), item replaced by Common Food Management System (CFMS), LSN xxx, etc.
If a product is terminated or replaced by a new item due to customer preference, the customers must draw down the existing inventory before ordering the new replacement item.
The Contractor shall not delete items due to not-in-stock status.
Customer Notification of Catalog Changes, i.e. Adds and Deletes - The Contractor shall notify all contract customers of planned catalog item additions by emailing them copies of the completed Local Stock Number (LSN) Request when they submit same to the DLA TROOP SUPPORT Contracting Officer. The Contractor shall also provide email notification to the DLA TROOP SUPPORT Contracting Officer, and all customers of catalog item LSN additions and deletions no later than the day and time of submission of 832 catalog transactions to DLA TROOP SUPPORT (i.e. Wednesday 2:00pm ET).

Notification of Change of Brand/Label for Generic LSNs: The Contractor shall provide email notification to all customers and the DLA TROOP SUPPORT Contracting Officer, Acquisition Specialist, and Account Manager, when it changes any/all product brands/labels.
Price Changes - Price changes will be in accordance with the Economic Price Adjustment (EPA) clause included in this contract. The DLA TROOP SUPPORT Contracting Officer will review all price changes to determine fair and reasonableness when 832 transmission updates are received, but prior to release of catalog to customer. As part of this review, the Contracting Officer may require additional substantiated proof of the cost prior to final approval.

4. PRODUCER PRICE INDEX (PPI) ADJUSTMENTS (Fixed Unit Price Model)

Note: This section only applies to a contract awarded to an offeror with the lowest evaluated price under the Fixed Unit Price Model. However, Non-PPI items are excluded.

Per DLAD 52.216-9030 (Subsistence – Tailored), each item shall be adjusted by the percentage change between the base price index and adjusting price index of the Producer Price Index (PPI) published by the Bureau of Labor Statistics ("BLS"). See www.bls.gov. This percentage change is then applied to the base unit price. Subsistence will be using a version of the clause specifically tailored to this acquisition.
The base price index is the benchmark index used to measure all changes in price. The base price index is the first published index at the later of these two dates: 1.) the closing date for receipt of proposals; or 2.) if applicable, the date required for receipt of final proposal revisions. Similarly, the base unit price is the unit price for each contract line item, established at the later of the two dates stated above. The adjusting price index shall always be the most recently published index available

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during the month in which the adjusting contract modification becomes effective. The adjusted unit price is the adjusted price for each contract line item at the start of each new adjustment period. The initial unit price is the price for each contract line item during the start of the contract. The initial unit price is always established by taking the percentage change between the base price index and the most recently published index at the start of the contract performance period. If the index value has not changed between these two points in time, the base unit price shall be the initial unit price. Therefore, the initial unit price will always be an accurate reflection of current market conditions per the PPI.

NOTE: The first published index is the initial publication of the index ("preliminary" with a "(P)") for a given month. It is available approximately two calendar weeks into the following month and will be used to update unit prices. This index will always be the most recently published index. No further adjustment shall be made due to any subsequent revision that may be published by the BLS.

Prior to the end of each adjustment period, the Contracting Officer shall calculate the adjusting price index and any adjusted unit price for the next adjustment period, and modify the contract accordingly. Price adjustments shall be made by contract modification, issued by the Contracting Officer and will show the base price index, the adjusting price index, the base unit price, the mathematical calculations, and the adjusted unit price. The price adjustment shall be applicable to orders issued during the following adjustment period. Adjustments shall be made monthly in accordance with the EPA clause and will be effective on the first Sunday of each calendar month.

The Government shall be entitled to a price decrease in any particular adjustment period if the adjusting price index is less than the base price index. Accordingly, the contractor shall be entitled to a price increase in any particular adjustment period if the adjusting price index is greater than the base price index. There shall be one price adjustment per month.

5. FILL RATES

Fill rates will be measured in two categories: non catch-weight items and catch-weight items. The required overall contract purchase order fill rate is 98.5% for non-catch-weight and catch-weight items. It is not necessary to propose a higher fill rate for either category, nor will we evaluate a proposed higher fill rate. During contract performance, failure to achieve fill rate requirements may have a negative effect on past performance ratings for future acquisitions.

Fill rates will be documented in the Contractor Performance Review System (CPARS) and low fill rates may impact past performance evaluations on subsequent acquisitions.

The Government's in-house record for non-catch-weight fill rate shall be calculated utilizing the purchase order and receipt information located in STORES, as specified below. The vendor's submitted non catch-weight fill rate reports will be based on the same formula, and shall not include substitutions, miss-picks, damaged cases, etc.

(Cases accepted / cases ordered) X 100 = Fill Rate %

The fill rate for catch-weight items shall be calculated as follows and shall not include substitutions, miss-picks, damaged cases, etc.:

(Cases accepted / cases ordered) X 100 = Fill Rate %

Definitions:

Non catch-weight item: An item which has a specific weight per case, e.g. 8920-01-E09-7315, Cake Mix, Yellow, 6/5 LB BX.
Catch-weight item: An item for which a weight range is acceptable; normally meat items purchased by the pound, e.g. 8905-01-E29-2117, Beef Flank Steak, 11-15 LB.
Cases accepted: For non-catch-weight items, the product quantity that the customer has received and receipted, not including damaged cases, and miss-picks.

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Cases ordered: For non-catch-weight items, the product quantity requested by a customer.
Pounds accepted: For catch-weight items, the product quantity that the customer has received and receipted, not including damaged cases, and miss-picks.
Pounds ordered: For catch-weight items, the product quantity requested by a customer. However in the event that a catch-weight item is overfilled, and the customer accepts the extra quantity, the 'pounds ordered' will be adjusted to match the 'pounds accepted.' This is to preclude a fill rate greater than 100%.

Designation of catch-weight items: To designate a catch-weight item, the Contractor must input catch-weight indicator "AVG" in 832 catalog field PO404, Packaging Code, for each catch-weight item. The Contractor shall assure that the correct average case weight (i.e. the estimated weight average of cases that will be delivered) is input in 832 catalog field CTP04, Catch Weight Multiple.

See paragraph V.3.C above for the calculation of fill rate for catch-weight items.

No single line item will be credited for more than 100% fill rate. This includes both catch-weight and non-catch-weight items and for any items should the accepted quantity be greater than the quantity ordered.

Non-conforming cases, e.g. incorrect items (miss-picks) and damaged cases will not be accepted and receipted.

The Government in-house record for fill rate calculates the fill rate for each line item of each purchase order, the fill rate per purchase order, the fill rate per customer, and the fill rate for all customers, for any period of time, based on purchase order required delivery dates (RDD). Fill rates are calculated for non-catch-weight items and catch-weight items.

The Contractor shall promptly inform the Acquisition Specialist and Contracting Officer of any specific instances that would absolve or excuse its failure to deliver an order, or individual line item(s), in full; e.g. customer cancelled line or quantity without adjusting STORES, customer ordered incorrect quantity, item being discontinued, etc. If the Contracting Officer agrees with the justification, the exception will post to its in-house system which will result in the purchase order or line(s) either being excluded from the Government fill rate calculation or the correct purchase order and receipt quantities being included in the calculation. These excusable instances represent Fill rate Exceptions, and are shown below.

The Contractor shall submit its fill rate report (to include overall non catch-weight item fill rate based on cases and overall catch-weight fill rate based on pounds) on a monthly basis to the DLA TROOP SUPPORT Contracting Officer. The reports shall be based on purchase order required delivery dates (RDD), not purchase order placement dates. The Government will compare and attempt to reconcile the Government and Contractor's report The Government's fill rate report will be the official government record for contract performance evaluation.

VENDOR SHORT SHIPMENT EXCEPTION CODES:

D01 - STORES RECEIPT DATA DID NOT PROCESS – **DLA TROOP SUPPORT EXCEPTION**

D02 - STORES CATALOG PROBLEM, PRF INCORRECT (STORES MASTER PRODUCTION CATALOG ERROR) - **DLA TROOP SUPPORT EXCEPTION**

D03 - STORES CATALOG PROBLEM, CATCH WEIGHT ITEM PKG DATA INCORRECT (MASTER PRODUCTION CATALOG ERROR) – **DLA TROOP SUPPORT EXCEPTION**

V01 - MONTHLY ITEM DEMAND EXCEEDS AVERAGE DEMAND BY >250%, >300%, >400% (**OCONUS ONLY** / FILL IN WITH CONTRACT REQUIREMENT) - **VENDOR EXCEPTION**

V02 - NEWLY CATALOGED ITEM (INSUFFICIENT TIME FOR VENDOR TO CAPTURE DEMAND HISTORY) - **VENDOR EXCEPTION**

V03 - LOW SHELF LIFE. FREQENT RESTOCKING REQUIRED (COOLER ITEM I.E., YOGURT) - **VENDOR EXCEPTION**

V04 - PRE-DELIVER / CUSTOMER CANCELLED ORDER WITHOUT USING STORES - **VENDOR EXCEPTION**

V05 - CUSTOMER BASED ORDER QUANTITY ON THE INCORRECT UNIT OF ISSUE - **VENDOR EXCEPTION**

V06 - CUSTOMER DID NOT PROVIDE SUFFICIENT ORDERING LEAD TIME I.E., SPECIAL ORDER ITEM - **VENDOR EXCEPTION**
V07 - ITEM BEING PHASED OUT (CATALOG TIMING ISSUE) - **VENDOR EXCEPTION**

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V08 - CATCH WEIGHT ADJUSTMENT (CUSTOMER ORDERS 100 LBS. ACTUAL WEIGHT OF PRODUCT IS 98 LBS.) - **VENDOR EXCEPTION**

D04 - APPROVED NIS WAIVER (CONUS/OCONUS NIS APPROVED BY THE CONTRACTING OFFICER - TO PROVIDE SUPPORTING DOCUMENTATION FOR DECISION) – DLA TROOP SUPPORT EXCEPTION

V09 - PRODUCT RECALLED - **VENDOR EXCEPTION**

V10 - OTHER (VENDOR TO PROVIDE SPECIFIC EXPLANATION FOR "OTHER" EXCEPTION) – **VENDOR EXCEPTION**

***This is an example of the pre-formatted DLA Troop Support Vendor Fill Rate Exception Spreadsheet

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6. FOOD SHOWS

The Contractor is required to advise the Contracting Officer and the Acquisition Specialist of all Food Shows that are conducted throughout the course of the contract. The Contractor is not required to conduct a Food Show specifically for its DLA contract customers; however the Contracting Officer reserves the right to participate in any Food Show that the Contractor conducts for its general business. Participation may or may not involve customers or DLA personnel attending the Food Show.

Should the Contracting Officer choose to participate,

Approximately one (1) month prior to the Food Show, the Contractor shall furnish the Contracting Officer and/or Acquisition Specialist the following information:

List of manufacturers/brokers attending the Food Show;
Map showing the locations of booths;
Effective period of any offered allowances, i.e. off-invoice discounts;
Statement as to whether the allowances are applicable to all orders placed within the effective period, and
Usage report for all customers covered by the contract. This data shall represent the same number of weeks as the effective period of the allowances. The data shall be a consolidation of all customers, and be sorted in booth order sequence. At a minimum the following elements are required:

Vendor Part Number;
Description of item;
Usage quantity;
Manufacturer/Brand; and
Booth Number of the exhibitor and the products they represent

At the end of the Food Show allowance period, the Contractor shall submit to the Contracting Officer/Acquisition Specialist a Food Show savings report by customer. This shall be completed within 2 weeks of the end of the allowance period. A total sales report for the same period shall also be submitted.

Food Show allowances must be passed on to the customers directly as a discounted price. Accordingly, when the applicable items are ordered, the price must reflect the discount if ordered during the specified time frame. The discounted price is the price that is to be submitted via the 832 catalog transmission. All decreases in price must be submitted via the 832 transmission the week prior to the beginning of the allowance period.

7. CUSTOMER SERVICE AND SUPPORT

The Contractor shall treat each and every customer covered under this contract with the same customer service policy given to their commercial and/or other accounts.

The Contractor shall provide at least one (1) full time Customer Service Representative to maintain continuous contact with all the ordering activities. The name of the representative and the phone number, mobile phone number, beeper number, email address, and any other method of communicating with the representative, shall be furnished to the customers after award.

The customers in this area have periodic food menu board meetings and the Contractor may be invited to attend these meetings. At these meetings, the customers not only review their internal business practices, but the Contractor can utilize this forum to show new products, demonstrate product preparation, provide nutritional information and address any other concerns the customer may have. Contractors shall participate in these meetings as requested

The Contractor shall hold meaningful interactions with all customers serviced under the resultant contract at a minimum of once per month via customer visits, telephonically, or electronically, in order to maintain open communication and address any issues that may arise. The method of Contractor interaction with the customer may vary according to the needs of the customers, and more than one meaningful contact may be required per month. The Contractor must document their customer contact/visits and provide a copy to the Contracting Officer upon request.

Since many of our customers only have access to the Government phone network, it is required that a toll free telephone number be provided.

VI. SPECIAL CONTRACT REQUIREMENTS

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1. NON-COMPETE PROVISION

The offeror warrants that it will not actively promote, encourage, or market any of the customers on this acquisition away from a resultant DLA TROOP SUPPORT contract and onto a contract of any other Government agency or commercial entity. This prohibition applies both on a pre-award and post-award basis. The Contracting Officer reserves the right to resolicit and terminate the contract if he/she discovers that the successful Contractor has violated this provision. Customers that have been approached by a vendor regarding ordering off of a separate contract should immediately contact the Contracting Officer.

2. MANAGEMENT REPORTS

A. The Contractor shall electronically transmit the following reports to the DLA TROOP SUPPORT Contracting Officer and Acquisition Specialist on a monthly basis, except as otherwise noted. All reports shall be cumulative for a one (1) month period (except as otherwise noted) and submitted no later than the seventh day of the following month, e.g., reporting period of January 1st through January 31st – the reports are due February 7th. Weekly reports shall be submitted by the Friday after the week being reported. The Contractor may be required to submit reports on an as-needed basis in addition to the regularly scheduled reports.

1) Reports received from Contractor — Frequency

(i)	Fill Rate, Non Catch-Weight Items	Monthly
(ii)	Fill Rate, Catch-Weight Items	Monthly
(iii)	Ability One Subcontracting	Monthly
(iv)	Small Business	Monthly
(v)	Descending Case	As Required
(vi)	Descending Dollar	As Required
(vii)	NAPA Report	Monthly
(viii)	Customer Contact/Visits	As Required
(ix)	Not in Stock (NIS)	Monthly
(x)	Government Rebates and Discounts (General)	Monthly
(xi)	Government Rebates and Discounts (Food Show) (Contractor will report any rebate/discount additions, deletions or changes by item)	As Required
(xii)	Earned Income Categories	(Update as applicable)
(xiii)	Private Label Savings	Quarterly

These reports are reviewed by the Contracting Officer. Other performance measurements monitored include, but are not limited to, adherence to mandatory items, Contractor Performance Assessment Reports (CPARS), adherence to delivery of domestic products, and adherence to the Contractor's Food Defense Plan. The Contracting Officer has determined that routine methods are appropriate to monitor contract performance. Metrics are reported monthly to Subsistence top management who in turn reports these measurements to Command.

The following are in-depth descriptions of the major reports listed in the table:

2) Fill Rate:

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The Contractor shall submit its monthly fill rate report (to include overall fill rate; non-catch weight item fill rate; and catch-weight item fill rate) to the DLA Troop Support Contracting Officer. The report shall be based on order required delivery dates (RDD), not order placement dates, i.e. the report for March 14 shall include all orders placed for deliveries 01-31 March 14. This would normally include orders placed the last day(s) of February 14. In addition to monthly fill rate reports, more frequent reports may be required on an as needed basis. The Government will compare and attempt to reconcile the Government and Contractor's reports. The Government's fill rate report will be the official government record for contract performance evaluation. The fill rate is calculated by dividing the number of cases accepted by the customer by the number of cases ordered. Miss-picks and damaged cases should not be included in this calculation. The report shall specify fill rates per customer and an overall average fill rate for all customers under the contract for the period being reported. The monthly fill rate reports should specify fill rates grouped by contract number/DODAAC (first six positions of the purchase order)/purchase order number. The date range of the report shall be based on the customer's required delivery date (RDD). Overall discrepancy report shall only include purchase orders that contain less than 100% fill rate and reason code for discrepancy. The Contractor shall submit a separate discrepancy spreadsheet containing a list of Government authorized and verifiable fill rate exceptions using acceptable codes as outlined in the solicitation. Please note that the fill rate could take up to three months to calculate due to system reconciliation. However, the government's finding will serve as the final rate.

3) Ability One Subcontracting:

This report must list all products supplied by Ability One firms. Total dollars and percentages shall be highlighted within the Socioeconomic Report. Progress reports regarding these subcontracting efforts relative to Ability One entities are also required.

4) Small Business:

This report shall list all products manufactured and/or supplied by small business, small disadvantaged business, minority owned small business, women-owned small business, women owned small disadvantaged business, HUBZone small business, veteran owned small business, service disabled veteran owned small business, and Ability One Program. This shall be sorted by manufacturer/supplier and include quantity and dollar value and shall be sorted by the applicable business size category of the manufacturer/supplier. The workshops in Non Profit Agencies participating in the Ability One Program are not to be categorized under Small Disadvantaged Business as they are non-profit organizations and should be considered their own separate category. Note: This report is for direct subcontracts for products supplied to customers. This report is not to include direct costs. SBA must certify (a) SDB that are a part of the SBA 8(a) program; and (b) HUBZone business.

A summary page of the report shall also be submitted which highlights the total dollars and percentages for each category. This information is very important since DLA TROOP SUPPORT is required to report its success in meeting these goals for the Defense Logistics Agency (DLA). Also requested, but not required since DLA does not mandate that these goals be reported, is a listing of products supplied and/or manufactured by UNICOR, Labor Surplus Areas, Historically Black Colleges or Universities and Minority Institutions.

5) Descending Case Report:

This report must list all products sold for a one-month period in descending order by case. It provides visibility of regularly purchased line items, in terms of quantity, from most to least.

6) Descending Dollar:

Sorted by line item; each line to contain at a minimum the DLA TROOP SUPPORT stock number, item description, pack or size, brand description, quantity, and total dollar value of units shipped. Dollar amounts must be totaled. This report shall be submitted by individual customer accounts AND also by the total customer base.

7) NAPA Report:

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One2One prepares a report summarizing the discrepancies between what savings should have been passed along to the customers in the form of deviated allowances realized as a result of utilizing NAPAs on a monthly basis per item on each contract. The report is a spreadsheet which lists the contract, the NAPA amount, the manufacturer/broker name, the quantity ordered, and calculates the savings that should have been passed along to the customers versus what savings were actually passed along for a given month. This report is provided to both the Contractor and DLA Troop Support.

The Contractor is responsible for addressing each discrepancy shown on this report within one week of receiving the report from One2One. If the Contractor has not passed along all savings due to the customer, and does not successfully show a reason why these savings were not given (such as an error in Government data), the Government is entitled to receive the total dollar amount shown on the discrepancy report. The Government reserves the right to make final determinations on all discrepancies.

8) Customer Contact/Visits

The Contractor must document their customer contacts/visits and provide a copy to the Contracting Officer upon request.

9) Not In Stock:

This report must list all not-in-stock products (in accordance with the definition of fill rate/not in stock) for a one-month period.

10) Government Rebates and Discounts:

a. General: The Contractor shall provide a monthly report identifying any and all Government Rebates and Discounts received by the Contractor, and the amount passed on to the Government. The Contractor must indicate the type of Government Rebates and Discounts received by the Contractor, whether they are being passed on to the Government customers consistent with its Price Proposal, whether they are of limited or special duration, and the amount that has been passed on to the Government, in the form of an upfront price reduction.

(i) This report should summarize the savings passed along to the customers in the form of general Government Rebates and Discounts. List each customer, the amount, the manufacturer/broker name, and quantity ordered. General Government Rebate and Discount figures should be listed per customer, per contract and per manufacturer.

b. Food Show: This report should show a detailed break out of all savings received at your Food Show. This report is not a monthly requirement, but is based on the timing of your Food Show. List each customer, the Food Show amount, the manufacturer/broker name, and quantity ordered. Food Show Government Rebates and Discounts should be listed per customer, per contract, and per manufacturer. The total should be per customer and per contract.

11) Earned Income Categories:

Any changes, additions or deletions to those categories identified by the contractor in their price proposal that occur during contract performance will be immediately reported by the Contractor as part of its next scheduled monthly management reports. It is not necessary to submit specific dollar amounts of Earned Income, just the categories. Examples of categories are marketing allowances and sales volume incentives.

12) Private Label Savings

a. Current Savings: This section of the report will identify all “private label” items on the contract catalog and the savings (by line item and cumulative) associated with using private label versus national brand names for like items. Likewise, in the event that any private label items cost more than national brand like items, identify these items and dollar amounts.

b. Potential Savings: This section of the report shall identify other items that would be suitable for conversion to private label and the estimated cost savings, projected on a quarterly basis (by line item and cumulative). As part of the Customer Visits, the contractor will recommend items that may be switched from brand name to private label to save the customer money.

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If a conversion to a private label item occurs, the item shall be included in the Current Savings section of this report as explained in paragraph A. Any private label item that is added or deleted from the catalog during the quarter must be clearly annotated on the report to include the date the action (add or delete) occurred.

Both sections of the report must include the usage quantity for the item currently on the catalog. In addition, the LSN/NAPA (if applicable), part number, item description, and price for both the private label and national brand must be provided.

3. SUBMITTED PLANS FROM CONTRACTOR

A. All plans submitted as part of the offeror's Non-Price Proposal shall be incorporated into the resultant contract(s), to include those elements of an offeror's Non-Price Proposal that exceed solicitation requirements, as well as all Implementation and general Business Plans. Final negotiated prices shall become the baseline catalog prices at the start of the contract and at the time of first order. These prices should not change unless documented market conditions arise.

REFERENCE 1: NAPA Holders Listing: https://www.troopsupport.dla.mil/subs/support/napa/index.asp

REFERENCE 2: LSN Request Form: https://www.troopsupport.dla.mil/subs/support/techops/index.asp

REFERENCE 3: Abbreviations for Subsistence Item Descriptions: http://www.troopsupport.dla.mil/subs/abbrev.pdf

REFERENCE 4: Sample Small Business Subcontracting Plan: http://www.troopsupport.dla.mil/subs/sbp_format.pdf

REFERENCE 5: EDI Implementation Guidelines for Subsistence Prime Vendor (STORES): http://www.troopsupport.dla.mil/subs/STORES_and_EDI_Requirements.pdf

ATTACHMENT 1 - Schedule of Items - Price Proposal for SPE300-15-R-0020
ATTACHMENT 2 - DLA QUOTE SHEET
ATTACHMENT 3 - SOUTH CAROLINA DELIVERY SCHEDULE
ATTACHMENT 4 - FPCON
ATTACHMENT 5 - Complete Catalog
ATTACHMENT 6 - AF Food Specification Guide
ATTACHMENT 7 - Army Buyer's Guide

SOLICITATION PROVISIONS

ADDENDUM TO FAR 52.212-1

The following paragraphs of 52.212-1 are amended as indicated below:

1. Paragraph (b), *Submission of Offers* is expanded as follows:

(12) Additionally, offers shall be prepared in accordance with, and include the information detailed at, Instructions for Proposals, below. Email or faxed offers are NOT authorized for the initial closing in this solicitation. "Facsimile and E-mail Offers are not acceptable forms of transmission for submission of initial proposals or revisions to initial proposals submitted in response to this solicitation. As directed by the Contracting Officer, facsimile and e-mail may be used during discussions/negotiations, if discussions/negotiations are held, for proposal revision(s), including Final Proposal revision(s)."

2. Paragraph (c), Period for Acceptance of Offers.
Period of acceptance is _275_ days.

3. Paragraph (e), *Multiple Offers* is deleted and replaced with the following:

Alternate commercial items may not be considered for award on this acquisition.

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4. Paragraph (f), *Late Offers* is expanded as follows:
   Any modification or revision of a proposal or response to requested information, including any final proposal revision, is subject to the same conditions indicated above.

   Proposals may be withdrawn by written notice (including facsimile) received at any time before award.

5. Paragraph (h), *Multiple Awards* is deleted and replaced with the following:

   It is the intent of the Government to make one award.

252.247-7022 Representation of Extent of Transportation by Sea (AUG 1992)

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.
(b) *Representation.* The Offeror represents that it—
_____ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.
_____ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.
(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

INSTRUCTIONS FOR PROPOSALS

I. GENERAL INFORMATION

The Government will utilize the Lowest Price Technically Acceptable process as a means of selecting the most qualified vendor to support the needs of the customers listed in this solicitation; i.e. proposals will be evaluated for both technical acceptability for every non-price factor and price reasonableness in accordance with the evaluation criteria outlined in the "Evaluation Factors for Award" section of this solicitation. Accordingly, a written Non-Price Proposal and a written Price Proposal shall be submitted as detailed below.

Your Non-Price Proposal and Price Proposal must be submitted in writing, in accordance with the Submission Requirements below. The Non-Price Proposal must be prepared separately in the quantities shown below and shall not be combined with the Price Proposal.

WRITTEN VOLUME	TITLE	NO. OF COPIES
I	Non-Price	3 (2 hard copies and 1 CD)
II	Price	3 (2 hard copies and 1 CD)

Note: The Price Proposal may be submitted using the Component Price Model, the Fixed Unit Price Model, or both.

Evaluations for each volume of the proposal will be performed exclusive of one another. Therefore, the Non-Price Proposal shall contain no reference to pricing data. However, if your proposal offers benefits that have a quantitative and measureable dollar value to the Government, you may describe and detail such value. Conversely, the Price Proposal should not address information requested under an element listed as a non-price factor. Pricing information shall only be contained in Volume II, Price Proposal. Each volume shall be bound separately and labeled accordingly.

Proposals will be evaluated for both technical acceptability for every non-price factor and price reasonableness in accordance with the evaluation criteria outlined in the "Evaluation Factors for Award" section of this solicitation. The offeror must clearly demonstrate its capability to support the customers' requirements in the most efficient, cost-effective manner. Proposals will be evaluated in accordance with the factors listed in the solicitation. The rating methodology for the Non-Price Proposal will be Acceptable or Unacceptable.

In order to receive full consideration, firms are encouraged to ensure that the information provided in the Non-Price Proposal is factual and complete. To ensure that a complete and accurate evaluation of this proposal is made, **please address the factors in the same order and format as presented in the solicitation sections entitled Submission Requirements and Non-Price Proposal Evaluation Criteria.** Failure to do so may result in the Evaluation Panel overlooking important information. Continuation sheets shall clearly identify the solicitation number and the offeror's name on each page.

CONTINUED ON NEXT PAGE

Offerors may provide additional technical information that will enhance the proposal; however, overly elaborate proposals that contain information not pertinent to this acquisition are not desired. The Non-Price Proposal must provide, at a minimum, the information requested in the section entitled Submission Requirements. The Non-Price Proposal must demonstrate the offeror's ability to meet the Government's requirements as set forth in the solicitation. Failure to provide information as requested in any of the non-price factors identified in the solicitation section entitled Submission Requirements may be considered a "no response" and may result in a deficiency finding and warrant an "Unacceptable" rating for the applicable factor. Failure to provide the information requested may cause an offeror's proposal to be determined unacceptable and eliminated from further consideration for award.

The Government reserves the right to verify any information presented in the Non-Price and Price Proposals. Site visits to assess the accuracy of the information provided in an offeror's proposal may be conducted during the evaluation process.

NOTE: Offeror's Exceptions to Any Solicitation Requirements – If the offeror proposes to take exception to any of the requirements of the Statement of Work (SOW), terms, conditions, or provisions cited in the solicitation, such exceptions shall be listed and detailed on the first, separate page of the Non-Price Proposal, and titled "Exceptions."

WARNING: Although an offeror may take exception to any of the solicitation's requirements, if such exception(s) do not meet the minimum requirements of the solicitation, and are deemed unacceptable, the offeror's proposal may be determined unacceptable and eliminated from further consideration for award.

SUBMISSION REQUIREMENTS

NON-PRICE PROPOSAL – VOLUME I

NOTE: Electronic copies of Non-Price Proposals shall be submitted in Microsoft Word or Adobe PDF.

NOTE: The experience and past performance information below is required at the offeror's individual house(s) level (i.e. not at a corporate level, but for the actual distribution facility or facilities that will actively participate in the performance of this contract). Offerors that are proposing a joint venture, partnership, or teaming approach, or utilizing more than a single distribution center to perform the contract requirements, should fully cite each participating facility to be used, describe the functions that will be performed by each member or facility, and provide the required experience and past performance information below for each participating entity. However, the most relevant experience and past performance data is the information directly related to the offering entity.

SECTION A – TECHNICAL FACTORS

FACTOR I. EXPERIENCE

Full-Line Distributor of Foods and Operating Supplies for Institutional Feeding

The offeror shall provide the place(s) of performance and the following information for the twelve (12) month period of May 1, 2014 through April 30, 2015 to describe its overall extent of experience as a full-line distributor of foods and operating supplies for institutional feeding:

The annual sales dollar amount
The average number of customers currently serviced as a full-line distributor of foods and operating supplies for institutional feeding per week

CONTINUED ON NEXT PAGE

The average number of delivery stops (i.e. delivery stops are individual delivery points receiving supplies under delivery orders) made per week
The approximate total number of line items/SKUs currently stocked for delivery

A full-line distributor of foods and operating supplies for institutional feeding carries a “full-line” of products including, but not limited to, dry grocery, frozen, equipment and supplies, and perishable items such as meat, dairy, and produce. The typical full-line distributor carries numerous line items/SKUs in stock and provides multiple deliveries per week to various customers.

FACTOR II. QUALITY CONTROL & QUALITY ASSURANCE PROCEDURES

The offeror shall submit Quality Control & Quality Assurance Procedures that describe the product selection (purchase and receipt) used to ensure delivered products meet all standards for product quality and that describe warehouse management system(s) that will be used to ensure adequate inventories to avoid not-in-stock positions and that delivered products have been maintained under proper temperature control, have proper shelf-life dating and remaining shelf-life, and are the correct items and correct quantities as ordered.

Include the stages of quality control (i.e. purchasing, receipt, storage, picking, and delivery of product), the frequency, type and amount of inspection; the processes and/or characteristics to be inspected (include standards used to inspect, e.g. temperatures); criteria for selecting products and the quality assurance for delivered product lots and stored product, to include the criteria for acceptance or rejection, and removal of product from inventory; how inspections and results are documented; and the method for identifying the inspection status of approved and rejected product. Describe in sufficient detail the warehouse management system(s) used to assure adequate inventories with acceptable product shelf-life remaining, and that only the correct items in the correct and total quantities are picked and shipped for delivery. Include a thorough discussion of the inventory control system to include the level of automation and how it relates to receipt, storage and outbound movement of product. Include in the discussion the reserve inventory and/or let down control procedures. Discuss the inventory rotation methods used, e.g. FIFO or “oldest-date-of-pack first-out.”

FACTOR III. FOOD DEFENSE

The offeror shall submit its Food Defense Plan to describe what procedures are, or will be, in place to prevent product tampering and contamination, and assure overall plant security and food safety, for the performance period of this contract. The plan should be formatted in accordance with, and address the issues contained in, the DLA Troop Support Food Defense Checklist. An electronic copy of the DLA Troop Support Food Defense Checklist dated April 28, 2011 is available at http://www.troopsupport.dla.mil/subs/fs_check.pdf.

The Plan should include specific security measures relating to but not limited to the following areas:

a. Employee Identification
b. Background checks where applicable
c. Control of access to plant facility, gates and doors at the facility
d. Internal Security
e. Training and security awareness
f. Product Integrity
g. Transportation Security

NOTE: If more than one facility will be used to store or distribute product this must be clearly indicated in the Non-Price Proposal, and a separate Food Defense Plan for each facility must be submitted.

FACTOR IV. SURGE & SUSTAINMENT

The offeror shall submit a Capability Assessment Plan (CAP) that describes the method and capability to meet the contract ceiling identified in this solicitation. The CAP must show how the 255% ceiling will be supported. This demand level is indicative of the requirements that could be submitted during a surge/sustainment event. The Contractor must address the amount of increased demands that can be handled for surge (first 15 days) and identify the length of time the Contractor would require to ramp up. The Contractor must indicate the length of time this increased pace can be sustained. The CAP should describe and/or include all aspects of their supply chain management. For example, if normal resupply is 30-45 days, the offeror should state how this time would be decreased by 50% to meet ongoing surge requirements.

The offeror must submit evidence, to include letters or other documentation, of the following capability:

Agreements with suppliers and service providers to assist in meeting increased surge requirements
Evidence of ability to utilize additional suppliers or Subcontractors, as needed

CONTINUED ON NEXT PAGE

Ability to access additional warehouse and distribution facilities, if necessary, to include labor and transportation (delivery vehicles),
Description of logistical technology with regard to asset visibility.

The CAP submission should also include a plan of action if the Contractor facility is damaged or otherwise not able to conduct normal operations. The response should include but is not limited to:

How quickly a secondary operations site is up and running and ready for re-routed shipments including adding personnel and delivery vehicles when necessary
What is the estimated time needed to set up operations at the secondary site for office space, personnel, security, storage and inventory?
Backup communications plan to alert Contractor and DLA Troop Support personnel of the activation of this Emergency Operations Plan. This communications plan should also address how shipments in route to the facility will be re-routed to the secondary facility.

SECTION B – PAST PERFORMANCE

Customer Satisfaction and Conformance to Contract Requirements

The offeror shall provide the information required below for the minimum of three (3) and the maximum of five (5) contracts or customer accounts performed during the twelve (12) month period of May 1, 2014 through April 30, 2015 to as a full-line distributor of foods and operating supplies for institutional feeding. The referenced accounts/contracts should be those that best approximate or exceed the scope of the DLA Troop Support contract being solicited (see the Evaluation criteria for Factor I – Experience). For the accounts/contracts of similar nature (size and/or scope) to the DLA Troop Support contract being solicited, they will be considered more relevant than other accounts/contracts provided by the offeror. Offerors who have performed on a DLA Troop Support Subsistence Prime Vendor contract(s) during the past 12 months preceding solicitation closing shall include the DLA Troop Support contract(s) among the referenced contracts/accounts. Additionally, the offeror shall provide the same information for any other federal government contract(s) with a dollar value over $1 million, if such other federal government contract(s) are not included in the similar-scope references.

The following information is required for each of the submitted DLA Troop Support/commercial contracts or customer accounts, and other federal government contract(s) (in accordance with preceding paragraph):

Contracting Agency / Account Name
Contract Number / Account Identifier
Contracting Officer / point(s) of contact, and phone number(s) and email address(es)
Annual Dollar Value
Average number of delivery stops (i.e. delivery stops are individual delivery points receiving supplies under a delivery order) per week
Average number of line items/SKUs on the contract/catalog
Instances of problems and the actions taken to resolve and preclude recurrence
Any instances of exceptional performance exceeding requirements
Fill Rate without substitutions

C. MISCELLANEOUS SUBMISSION REQUIREMENTS

Indicate required implementation time.

PRICE PROPOSAL – VOLUME II

I. PRICE PROPOSAL

Offerors' proposed pricing shall be in accordance with the Pricing provisions of the contract and specific to the chosen pricing model under which the proposal is submitted.

The price proposal shall be submitted utilizing the Solicitation Price Proposal Workbook Spreadsheets ("Spreadsheet") prepared for this solicitation, and available on the DIBBS website, https://www.dibbs.bsm.dla.mil/, named "ATTACHMENT 1 - SCHEDULE OF ITEMS-PRICE PROPOSAL FOR SPE300-15-R-0020.xlsm." **If you have any difficulty in locating or downloading the spreadsheet, or have any questions on completing the spreadsheet, please contact the Contracting Officer immediately.**

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Complete the spreadsheet proposal for the 647 items in the Schedule of Items. The Schedule of items is a subset of the entire catalog and it includes all items with significant usage. The complete catalog is provided as "ATTACHMENT 5 – COMPLETE CATALOG". The successful awardee must add all items contained in the complete catalog, but not in the Schedule of Items, to the initial contract catalog in accordance with section V.2. CATALOG CHANGES in the Statement of Work.

Each firm must submit their completed spreadsheets in Microsoft Excel format on a CD for each Price Proposal. Please name the spreadsheet with the solicitation number and your company name. Please use an Anti-Virus utility to ensure that your CD is virus free before submitting.

The price proposal workbook consists of five tabs: "TOTALS," "ITEM INFORMATION, " "ITEM PRICING," "DISTRIBUTION," "PPI CATEGORIES."

The TOTALS tab: (1) Displays a chart calculating the offeror's Aggregate Total of the Component Price Model and (2) the Aggregate Annual Total of the Fixed Unit Price Model, pulling information from the Item Pricing tab and the entered Distribution Prices.
An Aggregate Total should be displayed under at least one of the Pricing Models.

The ITEM INFORMATION tab lists each catalog item along with demand data, measured in an applicable 'EVAL UoM'.

The ITEM PRICING tab lists each catalog item along with pricing fields for the Component Price Model and Fixed Unit Price Model.

The DISTRIBUTION tab lists the 38 Distribution Categories to be used for the Component Price Model and Non-PPI Items for the Fixed Unit Price Model along with a corresponding field to propose a Distribution Price for each. Each item is assigned a Distribution Price Category in the ITEM INFORMATION Tab.

The PPI CATEGORIES tab lists the 36 PPI Categories to be used for the Component Price Model. Each item is assigned a PPI Category Series ID in the ITEM INFORMATION Tab, unless it is a Non-PPI item and excluded from the PPI adjustments.

NOTES:

Non-PPI items are included in the Schedule of Items; however no PPI Unit Prices shall be entered on the ITEM PRICING tab for these items. Additionally, no Component Price Model Pricing fields shall be filled out for the Non-PPI item on the ITEM PRICING tab, except for the DISPENSER BEVERAGES. The Annual Quantity Usage for these items will be included in the Annual Quantities on the DISTRIBUTION Tab.

The solicitation Price Proposal spreadsheet shall be filled out as follows:

This sheet includes fields pre-populated by DLA Troop Support; fields to be populated by the offeror and fields that are formulated to calculate values based on each offeror's submission. After the offeror submits the price proposal, DLA Troop Support will verify the offeror-entered information based on the offeror-submitted documentation: specification sheets.

NOTES:

The offeror shall not add any columns or rows, or otherwise modify any cell positions in any of the solicitation spreadsheets.
All cells highlighted in "yellow" shall be filled in by the offeror.

TOTALS:

This Tab includes fields pre-populated by DLA Troop Support, fields to be populated by the offeror, and fields that are formulated to calculate values based on the offeror's submission. Pricing shall be offered in accordance with the pricing provisions of the solicitation.

DLA Troop Support populated fields include E7 and E15:

D7 BASE PERIOD LENGTH
D15 BASE PERIOD LENGTH

The Offeror shall complete the following field:

K7 Offeror Name

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The following Fields contain formulas that calculate the Aggregate Totals:

F7 Offeror's Aggregate Annual Total for the Component Model Pricing

F15 Offeror's Aggregate Annual Total for the PPI Model Pricing

ITEM INFORMATION

This TAB includes fields pre-populated by DLA Troop Support, fields to be populated by the offeror and fields that are formulated to calculate values based on the offeror's submission.

DLA Troop Support populated fields are as follows (Columns A, B, C, D, E, G, H, I, J, K, M, N):

A LINE ITEM – The line number which will identify each item in the Schedule of Items.

B STOCK # – Local Stock Number (LSN) requirement. DLA's stock number which is on the current contract

C ITEM DESCRIPTION – DLA's stock number which is on the current contract.

D NON_PPI IDENTIFIER – This field lists the type of Non – PPI item (MPL Item, NON_PPI (Marines/Sodexo and Central Contracts), and DISPENSER BEVERAGES.

E BRAND – The brand of the item; if the customer requires a certain brand, it will be filled in. If the brand is filled in and the block is yellow, this indicates that the customer is currently using this brand, but an alternate brand may be acceptable. If you are offering an alternate brand, you must enter it.

G DISTRIBUTION PRICE CATEGORY # - the distribution category to which the market basket item belongs

H DISTRIBUTION CATEGORY UOM – The unit of measure of the distribution price; ex. protein items are priced per pound; spices are priced per each; grocery and frozen (most items) are priced per case. See Distribution tab.

I PPI SERIES ID - The PPI Series ID code assigned to each item.

J PPI CATEGORY DESCRIPTION – The description for the assigned PPI Series ID.

K UNADJUSTED ANNUAL QTY (BASED ON DIST. CATEGORY UOM) – Demand quantities, based on the Distribution Category, on an annual basis for the original market basket item.

M EVAL. UoM - Unit used for evaluation purposes (I.e. Offeror's will see how DLA will compare offers on a line item basis (I.e. Price per pound (LB), each (EA), gallon (GAL), etc.).

N EVAL. UNITS (HISTORIC) - The number of units (contained in the item currently purchased by DLA Troop Support (I.e. For meat items, this will be the number of pounds in a case).

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NOTE: The government will entertain discussion concerning the assignment of the PPI Series ID code and the Distribution Price Categories codes; however, the government reserves the right to all final assignments.

The Offeror shall complete the following fields for each line item (Columns F, O, P, and Q):

NOTE: The following fields do not need to be filled out for the NON-PPI (Marines/Sodexo and Central Contracts) items or the MPL ITEMS identified in Column D, however the information is required for DISPENSER BEVERAGES.

F MANUFACTURER SKU – The Manufacturer Stock Keeping Unit (SKU) for the proposed item.

O EVAL. UNITS PER CASE (OFFER) – # of Evaluation Units of Measure (Column M) the Contractor is offering per case (i.e. this is the number of pounds (LB) per case, each (EA) per case, etc. If offering the actual requirement, this number should match the number in column N).

P GOVERNMENT REBATE/ OTHER DISCOUNTED PROVIDED (Y/N) – Marked with a Y for Yes if a Government Rebate and/or Other Discount is provided. Alternatively, marked with an N for No if a Government Rebate and/or Other Discount is not provided. IT IS THE OFFEROR'S RESPONSIBILITY TO CONTACT THE MANUFACTURER'S GOVERNMENT/MILTARY POC TO SEE WHETHER SUCH A DISCOUNT EXISTS

Q DATE OF DISCOUNT EXPIRATION – The date that the GOVERNMENT REBATE/ OTHER DISCOUNT expires. This field must be completed only if column P is marked with a Y.

The following field contains a formula calculation:

L ANNUAL QTY - ADJUSTED FOR OFFERED ITEM SIZE - Demand quantities, based on the Distribution Category, on an annual basis for the offered item. This will automatically adjust based on the offer. For a smaller case, this will calculate a proportionally larger number of cases and vice-versa. This will ensure that DLA can accurately compare all offered items. Please note, just because this number can be derived, the Contracting Officer may choose to not accept an alternate item size. In this situation, an offeror will have to obtain an item closer to the market basket requirement.

ITEM PRICING

This TAB includes fields pre-populated by DLA Troop Support, fields to be populated by the offeror and fields that are formulated to calculate values based on the offeror's submission.

DLA Troop Support populated fields are as follows (Columns A, B, C, D):

A LINE ITEM – Item number in the SCHEDULE OF ITEMS.

B STOCK # – Local Stock Number (LSN) requirement.

C EVAL. UoM - Unit used for evaluation purposes (I.e. Offeror's will see how DLA will compare offers (I.e. Price per pound (LB), each (EA), gallon (GAL), etc.).

M QTY MEASUREMENT - The unit of measure of the distribution price; ex. protein items are priced per pound; spices are priced per each; grocery and frozen (most items) are priced per case. See Distribution tab.

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The Offeror shall complete the following fields for each line item (Columns F, H, I, J, and T):

NOTE: Columns H, I, J only need to be filled out if the offeror is submitting a proposal under the Component Price Model. Column T only needs to be filled out if the offeror is submitting a proposal under the Fixed Unit Price Model. If the offeror is submitting a proposal using both pricing models, then all 5 columns must be completed.

F CS PRICE? - Marked with a Y for YES, if the price entered in Column H (FOB ORIGIN PRICE) is a CS price. Marked with an N for NO, if the price entered in Column H (FOB ORIGIN PRICE) is not a CS price. This field does need to be filled out for the NON-PPI items.

H FOB ORIGIN (INVOICE PRICE) - The product price from the invoice that the vendor is charged by the manufacturer. This field does need to be filled out for the NON-PPI items.

I STANDARD FREIGHT (INVOICE PRICE) - The cost of transportation from manufacturer/grower/private label holder or redistributor to Offeror Facility (if applicable) - If the price offered does not include freight from the manufacturer to the offeror's facility, leave this field blank. This field does need to be filled out for the NON-PPI items.

J GOVERNMENT REBATE/OTHER DISCOUNT- This field encompasses any possible discount that will be provided to the Government, including any applicable NAPA Discount. This field does need to be filled out for the NON-PPI items.

T PPI UNIT PRICE - The total unit price for the proposed item based on the Fixed Unit Price Model. This field does need to be filled out for the NON-PPI Items

The following fields contain a formula calculation or information submitted by the offeror that is retrieved from another Tab:

D EVAL. UNITS PER CASE (OFFER) - # of Evaluation Units of Measure the Contractor is offering per case (i.e. this is the number of pounds (LB) per case, each (EA) per case, etc. This number is pulled from the value entered on the ITEM INFORMATION Tab (Column O).L ANNUAL QTY BASED ON OFFERED ITEM - Demand quantities, based on the Distribution Category, on an annual basis for the offered item. This will automatically adjust based on the offer. For a smaller case, this will calculate a proportionally larger number of cases and vice-versa. This will ensure that DLA can accurately compare all offered items. This number is pulled from the value calculated on the ITEM INFORMATION Tab (Column L).

O DELIVERED PRICE – This field calculates the price of the item delivered to the offeror's facility in terms of the QTY MEASUREMENT (COLUMN M). This price includes FOB ORIGIN plus any applicable STANDARD FREIGHT less any applicable GOVERNMENT REBATE/OTHER DISCOUNT.

P DISTRIBUTION PRICE – This is the Distribution Price applicable to this item, based on Distr. Price Cat. # assigned in the ITEM INFORMATION Tab (Column G) and the OFFERED DISTRUBUTION PRICE entered in the DISTRIBUTION Tab (Column F).

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Q UNIT PRICE - This field calculates the unit price of the item in terms of the QTY MEASUREMENT (COLUMN M). This price includes DELIVERED PRICE (Column O) plus DISTRIBUTION PRICE (Column P).

R AGGREGATE TOTAL (COMPONENT PRICE MODEL) – This field calculates the Aggregate Total for the line item using the inputs for the Component Price Model.

U AGGREGATE TOTAL (PPI) – This field calculates the Aggregate Total for the line item using the inputs for the Fixed Unit Price Model.

Note: The Distribution Prices for the Non-PPI Items are accounted for in the AGGREGATE TOTAL columns (R and U) for each Pricing Model.

Prices must not extend more than two (2) places to the right of the decimal point. Standard rounding methods should be observed. All Government calculated numbers will be so rounded.

The items on the spreadsheet represent the complete schedule of items. These items will represent the initial contract vendor catalog, at the prices proposed and awarded. Estimated annual quantities for the items are for information and evaluation purposes only.

Brand Name/NAPA items must be priced according to the exact Brand Name/SKU/ NAPA that is listed in the Schedule of Items, as specified. The inclusion of required Brand Name/NAPA items on the initial contract catalogs does not preclude future catalog changes during the life of the contract to add competing products based on added value to the customer.

NOTE:

Meat items shall meet all the general and detailed requirements of the Government's item description in accordance with the IMPS or NAMPS equivalent. Regarding fat limitations, unless otherwise specified, the maximum average fat thickness shall be 0.25 inch, and trim, weight and thickness tolerances shall be as the specified quality grade.

DISTRIBUTION

This TAB includes fields pre-populated by DLA Troop Support, fields to be populated by the offeror and fields that are formulated to calculate values based on the offeror's submission.

DLA Troop Support populated fields are as follows (Columns B, C, D, E):

B CATEGORY # – Distribution Category number.

C CATEGORY DESCRIPTION – Description of items within the Distribution Category.

D # OF ITEMS IN CATEGORY- Number of items from the complete Schedule of Items that are found within that particular Distribution Category.

E UNIT OF MEASURE - The UoM for the Distribution Price Category.

The Offeror shall complete the following field for each category number (Columns F):

F OFFERED DISTRIBUTION PRICE - The Distribution Price that is applicable to the same UOM for all items that fall in that product distribution category. The distribution price must be offered as a dollar amount. This price will apply to all

The following fields contain a formula calculation or information submitted by the offeror that is retrieved from another Tab:

H Annual Quantity (Adjusted) - In Unit of Measure Listed in Column E – This is the total quantity based on the items offered in terms of the Unit of Measure in column E for all items contained within a given category.

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I ANNUAL DISTRIBUTION – This is the Aggregate Distribution Price for each particular category and is determined by multiplying the Offered Distribution Price (Column F) by the Annual Quantity (Adjusted) - In Unit of Measure Listed in Column E (Column H).

NOTE: The awarded distribution prices shall remain fixed for the entire contract ordering period. The Distribution prices will be applied to all items if the contract is awarded based on a proposal using the Component Price Model or to the Non-PPI Items if the contract is awarded based on a proposal using the Fixed Unit Price Model

PPI Categories

This Tab is included for informational purposes only. It displays the 36 PPI Series ID Codes and the corresponding description for each.

II. SUPPORTING PRODUCT INFORMATION

Technical Descriptions

1. In order to assure the offered item is the appropriate item being solicited, the offeror shall provide a technical description (specification) for the item it will deliver, for ALL items on the schedule of items. The technical description must contain sufficient detail to determine that the product meets all requirements of the item description, to include manufacturer, weights, package sizes, and any macro-nutritional requirements. Nutritional information is not required and does not constitute required technical details.

2. The contractor's descriptions/specifications will be used to determine if the item offered meets the minimum quality standard described or preferred, and meets the item description as set forth in the solicitation and catalog.

3. Each technical description must be labeled with the corresponding schedule of items line item number and its corresponding LSN.

4. The technical description/specification sheets are not required for NAPA/brand name specific items if the item being offered is the required brand and the exact package/pack solicited.

Official DLA Troop Support CONUS Subsistence Quote Sheet (Component Price Model)

Note: The following section only applies to proposals submitted under the Component Price Model.

The Official Quote Sheet (Attachment 2 – DLA QUOTE SHEET) must be provided for every item in the price Proposal Spreadsheet. In order for this quote to be valid, all fields must be complete. This form may not be changed or altered in any way other than by completing the required information.

The Official Quote Sheet must be completed by the manufacturer and includes three sections: Manufacturer Information, Item Information, and Pricing Information.

Manufacturer Information
Manufacturer Name – Offeror must provide the Label and Parent Company (if applicable)
Manufacturer POC for Military Sales (First and Last Name / Valid Phone Number) – DLA Troop Support reserves the right to contact this person to verify the information on the Official Quote Sheet.

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Item Information
LSN (if applicable) – DLA Troop Support Local Stock Number (LSN)
Manufacturer Item Description and Case Size – Sufficient detail must be provided to ensure the product being offered matches the item description in the Schedule of Items Spreadsheet.
Manufacturer Stock Keeping Unit (SKU)
Market Basket QTY and Unit of Measure (as listed in the Price Proposal Spreadsheet)

Note: Information provided in this section of the Official Quote Sheet must be consistent with the documentation provided for the Technical Description (specification).

Pricing Information
Block A. FOB Origin Price as Appears on Invoice – This Price should match the price entered in column H on the ITEM PRICING tab of the Price Proposal Spreadsheet.
Block B. Standard Freight from manufacturer/grower/private label holder or redistributor to Offeror Facility (if applicable) - If the price offered does not include freight from the manufacturer to the offeror's facility, block B should say "origin pricing." This Price should match the price entered in column I on the ITEM PRICING tab of the Price Proposal Spreadsheet.
Block C. FOB Delivered Price as Appears on Invoice (sum of blocks A & B)
Block D. Government Rebate / Other Discount Amount (Bill Back) – This Discount should match the discount entered in column J on the ITEM PRICING tab of the Price Proposal Spreadsheet. Please also include any applicable NAPA Discount in this field.
Block E. Final Delivered Price (block C minus block D) – This Price should match the price calculated in column O on the ITEM PRICING tab of the Price Proposal Spreadsheet.
Block F. Expiry Date of Block D - Block F must be valid for at least the first three months of contract performance.
Block G. Expiry Date of Block E.

An invoice is not required to substantiate the Delivered Price, however, the most recent manufacturer invoice must be provided upon request by the contracting officer. The contracting officer will only request a manufacturer invoice if the offeror indicates the item is currently contained in its inventory on the ITEM INFORMATION Tab of ATTACHMENT 1 - SCHEDULE OF ITEMS - PRICE PROPOSAL FOR SPE300-15-R-0020.

III. EARNED INCOME

The Contractor shall identify all categories of earned income (as defined elsewhere in the solicitation/contract) received. It is not necessary to submit specific dollar amounts of earned income, just the categories.

THE GOVERNMENT RESERVES THE RIGHT TO VERIFY ALL ASPECTS OF AN OFFEROR'S NON-PRICE AND PRICE PROPOSALS.

ADDENDUM TO FAR 52.212-2

Clause 52.212-2 "Evaluation – Commercial Items," which is incorporated herein in full text, is revised as follows:

1. Paragraph (a) is hereby expanded to read as follows:

   Any exceptions to the terms and conditions of the solicitation may render the proposal ineligible for award. Under Lowest Price Technically Acceptable process, award will be made on the basis of the lowest evaluated* price of proposals meeting or exceeding the acceptability standards for all non-price factors. All non-price factors are of equal importance. Offerors must be technically acceptable in every non-price factor in order for the entire proposal to be rated technically acceptable. A Technically Acceptable proposal is defined as meeting or exceeding the acceptability standards for all non-price factors.

   * - See paragraph (e) (2) (ii) below – Price Evaluation Process for further explanation.

2. Paragraph (b) is hereby expanded to read as follows: 'Total price" as used in this paragraph means "Total Evaluated Price" and is the Aggregate Total for the basic requirement. .

3. Add paragraph (d) as follows:

(d) Definitions of non-price factors and price factors:

Non Price factors:

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Technical Factors

Experience - (see Non-Price Proposal, Volume I)
Quality Control (QC) and Quality Assurance (QA) Procedures – (see Non-Price Proposal, Volume I)
Food Defense – (see Non-Price Proposal, Volume I)
Surge & Sustainment – (see Non-Price Proposal, Volume I)

Past Performance – (see Non-Price Proposal, Volume I)

Price factors:

Aggregate Total
The Aggregate Total is obtained by multiplying the Unit Price of each item listed in the Schedule of Items by its annual adjusted quantity, and totaling the results for all Unit Prices. The Aggregate Total is calculated the same way, regardless of the Pricing Model that is used. .

4. Add paragraph (e) as follows:

(e) Evaluation Procedures:

Summary

All timely proposals will undergo a non-price and price evaluation as described in paragraph (e) (2) belowThe Government intends to evaluate offers and award a contract without discussions, however, the Government reserves the right to conduct discussions if determined by the Contracting Officer to be necessary. If discussions are determined to be necessary, the Contracting Officer will make a competitive range determination based on initial evaluations and written and/or oral discussions will be conducted with all offerors in the competitive range. The Government will request final proposal revisions from all offerors with proposals that remain in the competitive range. Final revised offers resulting from discussions will undergo further non-price and price evaluations. Finally, an award will be made on the basis of the lowest evaluated price of proposals meeting or exceeding the acceptability standards for all non-price factors.

Evaluation Process

Non-Price Evaluation Process – Each Non-Price Proposal will be evaluated against the non-price factors (technical factors and past performance) specified in paragraph (a) above. The rating methodology for the Non-Price Proposal will be Acceptable or Unacceptable.

NOTE: In the case of an offeror without a record of relevant past performance or for whom information on past performance is not available or so sparse that no meaningful past performance rating can be reasonably assigned, the offeror may not be evaluated favorably or unfavorably on past performance (see FAR 15.305 (a) (2) (iv)). Therefore, the offeror shall be determined to have unknown past performance. In the context of acceptability/unacceptability, “unknown” shall be considered “acceptable.”

Price Evaluation Process – Each proposal will be evaluated against the requirements of, and in accordance with the terms of, the solicitation. The Government will evaluate limited pricing data with the initial proposals and during discussions, in accordance with FAR 15.4, “Contract Pricing.”. The Government will evaluate offeror’s pricing on the items in the schedule of items contained as referenced in ATTACHMENT 1 - SCHEDULE OF ITEMS - PRICE PROPOSAL FOR SPE300-15-R-0020.

The Unit Prices for each line item in the Schedule of Items will be multiplied by the corresponding ANNUAL QTY BASED ON OFFERED ITEM, to arrive at an annual AGGREGATE TOTAL for each line item. . Finally, the annual AGGREGATE TOTAL for each line item will be added together then multiplied by three to arrive at the proposal’s AGGREGATE TOTAL for the entire 3 year period, which is the evaluated price.

Selection Process

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The final non-price and price evaluation reports will be furnished to the Contracting Officer by the Non-Price and Price Proposals evaluators. Award will be made to the responsive, responsible offeror that offers a technically acceptable Non-Price Proposal at the lowest evaluated price.

EVALUATION FACTORS FOR AWARD
NON-PRICE PROPOSAL EVALUATION

The overall Non-Price ratings will be on an ACCEPTABLE / UNACCEPTABLE basis.

NOTE: All non-price factors must be rated “acceptable” in order for the entire proposal to be rated as acceptable and considered for award.

SECTION A – TECHNICAL FACTORS

The following technical factors will be evaluated: Factor I (Experience), Factor II (Quality Control & Quality Assurance Procedures), Factor III (Food Defense) and Factor IV (Surge and Sustainment).

EXPERIENCE – Full-Line Distributor of Foods and Operating Supplies for Institutional Feeding
QUALITY CONTROL & QUALITY ASSURANCE PROCEDURES
FOOD DEFENSE
SURGE & SUSTAINMENT

FACTOR I. EXPERIENCE

Full-Line Distributor of Foods and Operating Supplies for Institutional Feeding

The Government will evaluate the offeror’s record of Experience and determine if it demonstrates experience that provides reasonable assurance of successful performance on any contract awarded under this solicitation. In evaluating experience, the Government will consider the current business volume (sales, customers, stops) and line items/SKUs inventoried. The estimated size/scope of this DLA Troop Support contract is defined as follows:

NOTE: The Government may also take into consideration other aspects of the offeror’s contracts that bear similarities to the solicited requirements

SOUTH CAROLINA	
Total Annual Dollar Value	$41,000,000
Average number of customers ordering per week	13
Average number of Delivery Points per week	56
Approximate Number of Line Items/SKUs	1060

FACTOR II. QUALITY CONTROL & QUALITY ASSURANCE PROCEDURES

The Government will evaluate the offeror’s Quality Control & Quality Assurance Procedures to ensure delivered products meet all standards for product quality and adequate inventories are available to avoid not-in-stock positions, and that delivered products have been maintained under proper temperature control, have proper shelf-life dating and remaining shelf-life, and are the correct items and correct quantities as ordered.

FACTOR III. FOOD DEFENSE

The Government will evaluate the offeror’s security plans relating to plant security and security of the product in light of the heightened threat of terrorism. The steps taken to insure that products and/or packaging have not been tampered with or contaminated throughout the entire manufacturing, storage, and distribution process will be evaluated. The DLA Troop Support Food Defense Checklist (available at http://www.troopsupport.dla.mil/subs/fs_check.pdf) will be used to evaluate the plan.

The Food Defense Plan will be considered acceptable if the score is greater than or equal to 80 for all nine elements of the DLA Troop Support Food Defense Checklist and the plan reasonably assures product integrity of all delivered products.

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NOTE: If an offeror submits more than one Food Defense Plan as a result of using more than one facility to store and distribute product, each plan must be rated as acceptable in order to receive an acceptable rating for this factor.

FACTOR IV. SURGE & SUSTAINMENT

The Government will evaluate the offeror's Capability Assessment Plan (CAP) and previous Surge and Sustainment experience in order to determine their ability to meet the increased quantity and or accelerated delivery requirements, using production and or supplier base capabilities, in support of DoD contingencies and/or emergency peacetime requirements. This capability includes both the ability to ramp up to meet early delivery or increased requirements (i.e., Surge), as well as to sustain an increased production and delivery pace throughout the contingency (i.e., Sustainment).The Government will also evaluate the offeror's ability to meet the surge ceiling percentage within 15 days and provide detailed answers to all questions in the Capability Assessment Plan (CAP) as well as information relating to the setting up of a secondary facility if the primary facility is damaged.

SECTION B – PAST PERFORMANCE

Customer Satisfaction and Conformance to Contract Requirements

The Government will evaluate the offeror's record of Past Performance through its written proposal, Government in-house records (if applicable), and the information provided by the points of contact or references designated by the offeror. Government in-house records will be considered more reliable than information provided by other references. Government in-house records include, but are not limited to, customer surveys, DLA Troop Support Prime Vendor Product Quality Audit scores, Quality System Management Visit (QSMV) reports, Contractor Performance Assessment Reporting System (CPARS), and destination inspection reports.

NOTE: The Government may contact the offeror's listed references to confirm the provided information and survey the performance of the offeror. The Government may also obtain and use past performance information from sources other than those identified by the offeror. These would be publicly available, non-confidential sources.

NOTE: Past Performance will be evaluated on an Acceptable or Unacceptable basis. In the case of an offeror without a record of relevant past performance or for whom information on past performance is not available or so sparse that no meaningful past performance rating can be reasonably assigned, the offeror may not be evaluated favorably or unfavorably on past performance (see FAR 15.305 (a)(2)(iv)). Therefore, the offeror shall be determined to have unknown past performance. In the context of acceptability/unacceptability, "unknown" shall be considered "acceptable."

The offeror's customer surveys combined overall average score, for all provided contracts, including Government in-house records (if applicable), indicates performance equal to satisfactory (> 3.0 on the DLA Troop Support Ops Survey) and there are no issues of significance regarding contract compliance with contractual terms (e.g. non-ABILITYONE competing items and Berry Amendment non-compliance) or commercial account terms.

""3" is the equivalent." of acceptable performance on the Subsistence customer survey and represents adequate performance.

PRICE PROPOSAL EVALUATION

I. PRICE PROPOSAL

Each offeror's total price, for evaluation purposes, will be the AGGREGATE TOTAL. The Unit Prices for each line item in the Schedule of Items (ITEM PRICING Tab) will be multiplied by the corresponding ANNUAL QTY BASED ON OFFERED ITEM, to arrive at an annual AGGREGATE TOTAL for each line item. The annual AGGREGATE TOTAL for each line item will be added together then multiplied by three to arrive at the proposal's AGGREGATE TOTAL (as displayed on the TOTALS Tab) for the entire 3 year period, which is the evaluated price.

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NOTE: Delivered Prices for the Non-PPI items will not be included in the AGGREGATE TOTAL for each line item. However, the Aggregate Distribution Price for the Non-PPI items will be included in the AGGREGATE TOTAL for each line item. The

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Aggregate Distribution Price for each line item is calculated by multiplying the OFFERED DISTRIBUTION PRICE as proposed by the offeror by the Quantity for each category. The Quantity for each category is the summation of the associated quantity for each item assigned to that category in the Schedule of Items tab.

II. SUPPORTING PRODUCT INFORMATION

The Government will examine all of the offerors' product technical data sheets to compare against the solicitation line item descriptions to determine whether proposed items meet the solicited requirements. Proposed item qualifications and substitutes will be shared and evaluated with the Government's customers to determine their acceptability.

To ensure an objective price evaluation, the pricing of all offerors are to be based on the exact item in our schedule of items. When offerors qualify the salient characteristics of an item or items in the schedule of items and/or when the government detects (through a relative pricing review) that the pricing proposed is on an item which differs from the schedule of items description then the government reserves the right to employ remedies such as:

If an insignificant number of items differ from the schedule of item descriptions, those items will be eliminated from the evaluation of all offerors;
Single-serve items with minute quantity differences may be evaluated without adjustment, as any additional quantity provides no additional value;
Larger, generally case size items, with pack-quantity differences may be evaluated on a per-pound or similar basis; and,
If a significant number of items differ from the schedule of item descriptions, the offeror may be eliminated from the competitive range or may be deemed ineligible for award.
If a significant number of items differ from the schedule of item descriptions, the offeror may be eliminated from the competitive range or may be deemed ineligible for award.

ADDENDUM

ATTACHMENT TO FAR 52.212-3

252.225-7000 – BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM CERTIFICATE (JUN 2012) – DFARS

(a) *Definitions.* "Commercially available off-the-shelf (COTS) item," "component," "domestic end product," "foreign end product," "qualifying country," "qualifying country end product" and "United States" have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

(b) *Evaluation.* The Government—

Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and
Will evaluate offers of qualifying country end products without regard to the restrictions of the Buy American statute or the Balance of Payments Program.

(c) Certifications and identification of country of origin.

For all line items subject to the Buy American and Balance of Payments Program clause of this solicitation, the offeror certifies that—

Each end product, except those listed in paragraphs (c)(2) or (3) of this provision, is a domestic end product; and
For end products other than COTS items, components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

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The offeror certifies that the following end products are qualifying country end products:

Line Item Number	Country of Origin

The following end products are other foreign end products, including end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (ii) of the definition of "domestic end product":

Line Item Number	Country of Origin (If known)

252.225-7020 – TRADE AGREEMENTS CERTIFICATE (JAN 2005) – DFARS

(a) Definitions. "Designated country end product," "nondesignated country end product," "qualifying country end product," and "U.S.-made end product" have the meanings given in the Trade Agreements clause of this solicitation.

(b) Evaluation. The Government—

Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and
Will consider only offers of end products that are U.S.-made, qualifying country, or designated country end products unless—
There are no offers of such end products;
The offers of such end products are insufficient to fulfill the Government's requirements; or
A national interest waiver has been granted.

(c) Certification and identification of country of origin.

For all line items subject to the Trade Agreements clause of this solicitation, the offeror certifies that each end product to be delivered under this contract, except those listed in paragraph (c)(2) of this provision, is a U.S.-made, qualifying country, or designated country end product.
The following supplies are other nondesignated country end products:

Line Item Number	Country of Origin

252.209-7994 Representation by Corporations Regarding an Unpaid Delinquent Tax Liability or a Felony Conviction under any Federal Law—Fiscal Year 2014 Appropriations.

REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW—FISCAL YEAR 2014 APPROPRIATIONS (DEVIATION 2014-O0004) (OCTOBER 2013)

(a) In accordance with section 101(a) of Division A of the Continuing Appropriations Act, 2014 (Pub. L. 113-46), none of the funds made available by that Act for DoD (including Military Construction funds) may be used to enter into a contract with any corporation that—

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government; or

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that—

(1) It is [ ] is not [ ] a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability,

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(2) It is [ ] is not [ ] a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.
The following additional provisions are incorporated by reference:
Provision NumberTitle/Date

Part 12 Clauses

52.212-04 CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS (MAY 2014) 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 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 the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). 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, contract 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;
(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—Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer—Other Than Central Contractor Registration), 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.

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(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 contract 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 Section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), 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 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.

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(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. 3701, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 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, and Compliance with Laws Unique to Government Contracts 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.
(9) The specification.
(t) Central Contractor Registration (CCR).
(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.
(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.
(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.
(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.
(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via CCR accessed through https://www.acquisition.gov or by calling 1-888-227-2423 or 269-961-5757.

52.212-05 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS (OCT 2014) FAR

(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) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).
[ ] Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).
(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).
(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L.108-77, 108-78).
(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:
[Contracting Officer check as appropriate.]

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[X] (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEPT 2006), with Alternate I (OCT 1995) (41 U.S.C., 253g and 10 U.S.C. 2402).
[X] (2) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L.110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).
[ ] (3) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5).
[X] (4) 52.204-10, Reporting Executive Compensation and First - Tier Subcontract Awards (JUL 2013) (Pub. L.109-282) (31 U.S.C. 6101 note).
[ ] (5) 52.204-11, American Recovery and Reinvestment Act – Reporting Requirements (JUL 2010) (Pub. L. 111-5).
[X] (6) 52.209-6, Protecting the Government's Interest When Subcontracting with Contactors Debarred, Suspended, or Proposed for Debarment (AUG 2013) (31 U.S.C . 610 note). (Applies to contracts over $30,000). (Not applicable to subcontracts for the acquisition of commercially available off-the shelf items).
[X] (7) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (JUL 2013) (41 U.S.C. 2313).
[X] (8) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (MAY 2012) (section 738 of Division C of Pub. L. 112-74, section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub, L. 110-161).
[ ] (9) 52.219-3, Notice of Total HUBZone Set-Aside or Sole Source Award (NOV 2011) (15 U.S.C. 657a).
[X] (10) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
[ ] (11) [Reserved]
[ ] (12)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).
[ ] (ii) Alternate I (NOV 2011)
[ ] (iii) Alternate II (NOV 2011)
[ ] (13)(i) 52.219-7 , Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).
[ ] (ii) Alternate I (OCT 1995) of 52.219-7.
[ ] (iii) Alternate II (MAR 2004) of 52.219-7.
[X] (14) 52.219-8, Utilization of Small Business Concerns (JUL 2013) (15 U.S.C. 637(d)(2) and (3)).
[X] (15)(i) 52.219-9, Small Business Subcontracting Plan (JUL 2013) (15 U.S.C. 637(d)(4)).
[ ] (ii) Alternate I (OCT 2001) of 52.219-9.
[ ] (iii) Alternate II (OCT 2001) of 52.219-9.
[ ] (iv) Alternate III (JUL 2010) of 52.219-9.
[ ] (16) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).
[ ] (17) 52.219-14, Limitations on Subcontracting (Nov 2011) (15 U.S.C. 637(a)(14)).
[X] (18) 52.219-16, Liquidated Damages - Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).
[ ] (19) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
[ ] (ii) Alternate I (JUNE 2003) of 52.219-23.
[ ] (20) 52.219-25, Small Disadvantaged Business Participation Program - Disadvantaged Status and Reporting (DEC 2010) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
[ ] (21) 52.219-26, Small Disadvantaged Business Participation Program - Incentive Subcontracting (OCT 2000) (Pub. L. 03-355, section 7102, and 10 U.S.C. 2323).
[ ] (22) 52.219- 27, Notice of Total Service-Disabled Veteran-Owned Small Business Set -Aside (NOV 2011) (15 U.S.C. 657f).
[ ] (23) 52.219-28, Post Award Small Business Program Representation (JUL 2013) (15 U.S.C. 632(a)(2)).
[ ] (24) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (JUL 2013).
[ ] (25) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (JUL 2013).
[X] (26) 52.222-3, Convict Labor (JUNE 2003) (E.O.11755).
[X] (27) 52.222-19, Child Labor - Cooperation with Authorities and Remedies (DEC 2013) (E.O. 13126).
[X] (28) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).
[X] (29) 52.222-26, Equal Opportunity (MAR 2007) (E.O.11246).
[X] (30) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).
[X] (31) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 2010) (29 U.S.C. 793).
[X] (32) 52.222-37, Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212).
[X] (33) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496) .
[ ] (34) 52.222-54, Employment Eligibility Verification (AUG 2013). (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.)
[ ] (35) (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).
[ ] (36) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).

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[ ] (37)(i) 52.223-16, EEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).
[ ] (ii) Alternate I (DEC 2007) of 52.223-16.
[ ] (38) 52.223-18, Encouraging Contractor Policy to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513).
[ ] (39) 52.225-1, Buy American Act - Supplies (FEB 2009) (41 U.S.C. 10a-10d).
[ ] (40)(i) 52.225-3, Buy American Act - Free Trade Agreements - Israeli Trade Act (NOV 2012) (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 (MAR 2012) of 52.225-3.
[ ] (iii) Alternate II (MAR 2012) of 52.225-3.
[ ] (iv) Alternate III (MAR 2012) of 52.225-3.
[ ] (41) 52.225-5, Trade Agreements (NOV 2012) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note) .
[X] (42) 52.225-13, Restrictions on Certain Foreign Purchases (JUNE 2008) (E.O.'s , proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
[ ] (43) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150).
[ ] (44) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42 U.S.C. 5150).
[ ] (45) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
[ ] (46) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
[X] (47) 52.232-33, Payment by Electronic Funds Transfer – System for Award Management (JUL 2013) (31 U.S.C. 3332).
[ ] (48) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (JUL 2013) (31 U.S.C. 3332).
[ ] (49) 52.232-36, Payment by Third Party (JUL 2013) (31 U.S.C. 3332).
[ ] (50) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).
[ ] (51)(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.
(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 Act of 1965 (NOV 2007) (41 U.S.C. 351, et seq.).
[ ] (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
[ ] (3) 52.222-43, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (SEP 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
[ ] (4) 52.222-44, Fair Labor Standards Act and Service Contract Act—Price Adjustment (SEP 2009) (29 U.S.C. 206 and 41 U .S.C. 351, et seq.).
[ ] (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance Calibration, or Repair of Certain Equipment—Requirements (NOV 2007) (41 351, et s eq.).
[ ] (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements (FEB 2009) (41 U.S.C. 351, et seq.).
[ ] (7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAR 2009) (Pub. L.110-247).
[ ] (8) 52.237-11, Accepting and Dispensing of $1 Coin (SEPT 2008) (31 U.S.C. 5112(p)(1)).
(d) Comptroller General Examination of Record. The Contract or 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 Contract or 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 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 (APR 2010) (Pub. L.110- 252, Title VI, Chapter 1 (41 U.S.C. 251 note)).
(ii) 52.219-8, Utilization of Small Business Concerns (DEC 2010) (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 $650,000 ($1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities unities.
(iii) [Reserved]

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(iv) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).
(v) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).
(vi) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 2010) (29 U.S.C. 793).
(vii) 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.
(viii) 52.222-41, Service Contract Act of 965 (NOV 2007) (41 U.S.C. 351, et seq.).
(ix) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).
[ ] Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).
(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (NOV 2007) (41 U .S.C. 351, et seq.).
(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services -Requirements (FEB 2009) (41 U.S.C. 351, et seq.).
(xii) 52.222-54, Employment Eligibility Verification (AUG 2013).
(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAR 2009) (Pub. L.110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
(xiv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx. 241(b) 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 items a minimal number of additional clauses necessary to satisfy its contractual obligations .
(End of Clause)

52.212-9002 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (APR 2014) DLAD
52.212-9002 Contract Terms and Conditions Required to Implement Statutes or Executive Orders Applicable to Defense Acquisitions of Commercial Items.

As prescribed in DLAD 12.301(b)(4)(90), use the following clauses as applicable:

CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (APR 2014)

The Contractor shall comply with any clause that is checked on the following list which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

1. X_____FAR 52.203-3, Gratuities (APR 1984)

2. X_____DFARS 252.203-7000, Requirements Relating to Compensation of Former DoD Officials (SEP 2011)

3. X_____DFARS 252.203-7003, Agency Office of the Inspector General (DEC 2012)

4. _____ DFARS 252.203-7005, Representation Relating to Compensation of Former DoD Officials (NOV 2011)

5. _____ DFARS 252.204-7011, Alternative Line Item Structure (SEP 2011)

6. _____ DFARS 252.204-7012, Safeguarding of Unclassified Controlled Technical Information (NOV 2013)

7. _____ DFARS 252.204-7013, Limitations on the Use or Disclosure of Information by Litigation Support Solicitation Offerors (FEB 2014)

8. _____ DFARS 252.204-7014, Limitations on the Use or Disclosure of Information by Litigation Support Contractors (FEB 2014)

9. _____ DFARS 252.204-7015, Disclosure of Information to Litigation Support Contractors (FEB 2014)

10. X_____ DFARS 252.205-7000, Provision of Information to Cooperative Agreement Holders (DEC 1991)

CONTINUED ON NEXT PAGE

11. _____ DFARS 252.209-7001, Disclosure of Ownership or Control by the Government of a Terrorist Country

12. _____ DFARS 252.211-7003, Item Unique Identification and Valuation (DEC 2013)

13. _____ DFARS 252.211-7006, Passive Radio Frequency Identification (SEP 2011)

14. _____ DFARS 252.211-7007, Reporting of Government-Furnished Property (AUG 2012)

15. _____ DFARS 252.215-7003, Requirements for Submission of Data Other Than Certified Cost or Pricing Data—Canadian Commercial Corporation (JUL 2012)

16. _____ DFARS 252.215-7004, Requirement for Submission of Data other Than Certified Cost or Pricing Data—Modifications—Canadian Commercial Corporation (OCT 2013)

17. _____ DFARS 252.215-7007, Notice of Intent to Resolicit (JUN 2012)

18. _____ DFARS 252.215-7008, Only One Offer (OCT 2013)

19. X_____ DFARS 252.219-7003, Small Business Subcontracting Plan (DoD Contracts) (AUG 2012)

20. _____ DFARS 252.219-7004, Small Business Subcontracting Plan (Test Program) (JAN 2011)

21. _____ DFARS 252.223-7008, Prohibition of Hexavalent Chromium (JUN 2013)

22. X_____ DFARS 252.225-7000, Buy American—Balance of Payments Program Certificate (JAN 2014)

    a. _____Alternate I (DEC 2010) of 52.225-7000

23. X_____ DFARS 252.225-7001, Buy American and Balance of Payments Program (DEC 2012)

    a. _____Alternate I (OCT 2010) of 252.225-7001

24. _____ DFARS 252.225-7008, Restriction on Acquisition of Specialty Metals (MAR 2013)

25. _____ DFARS 252.225-7009, Restriction on Acquisition of Certain Articles Containing Specialty Metals (JUN 2013)

26. _____ DFARS 252.225-7010, Commercial Derivative Military Article—Specialty Metals Compliance Certificate (JUL 2009)

27. X _____ DFARS 252.225-7012, Preference for Certain Domestic Commodities (FEB 2013)

28. _____ DFARS 252.225-7015, Restriction on Acquisition of Hand or Measuring Tools (JUN 2005)

29. _____ DFARS 252.225-7016, Restriction on Acquisition of Ball and Roller Bearings (JUN 2011)

30. _____ DFARS 252.225-7017, Photovoltaic Devices (JAN 2014)

31. _____ DFARS 252.225-7018, Photovoltaic Devices—Certificate (JAN 2014)

32. _____ DFARS 252.225-7020, Trade Agreements Certificate (JAN 2005)

    a. _____Alternate I (DEC 2010) of 252.225-7020

CONTINUED ON NEXT PAGE

33. X_____ DFARS 252.225-7021, Trade Agreements (OCT 2013)

    a. _____Alternate II (OCT 2011) of 252.225-7021

34. _____ DFARS 252.225-7023, Preference for Products or Services from Afghanistan (SEP 2013)

35. _____ DFARS 252.225-7024, Requirement for Products or Services from Afghanistan (SEP 2013)

36. _____ DFARS 252.225-7026, Acquisition Restricted to Products or Services from Afghanistan (SEP 2013)

37. _____ DFARS 252.225-7027, Restriction on Contingent Fees for Foreign Military Sales (APR 2003)

38. _____ DFARS 252.225-7028, Exclusionary Policies and Practices of Foreign Governments (APR 2003)

39. _____ DFARS 252.225-7029, Acquisition of Uniform Components for Afghan Military or Afghan National Police (SEP 2013)

40. _____ DFARS 252.225-7031, Secondary Arab Boycott of Israel (JUN 2005)

41. _____ DFARS 252.225-7035, Buy American—Free Trade Agreements—Balance of Payments Program Certificate (NOV 2012)

    a. _____Alternate I (OCT 2013) of 252.225-7035

    b. _____Alternate II (NOV 2012) of 252.225-7035

    c. _____Alternate III (JUN 2012) of 252.225-7035

    d. _____Alternate IV(NOV 2012) of 252.225-7035

    e. _____Alternate V (NOV 2012) of 252.225-7035

42. _____ DFARS 252.225-7036, Buy American --Free Trade Agreements--Balance of Payment Program (DEC 2012)

    a. _____Alternate I (JUN 2012) of 252.225-7036

    b. _____Alternate II (NOV 2012) of 252.225-7036

    c. _____Alternate III (JUN 2012) of 252.225-7036

    d. _____Alternate IV (NOV 2012) of 252.225-7036

    e. _____Alternate V (NOV 2012) of 252.225-7036

43. _____ DFARS 252.225-7037, Evaluation of Offers for Air Circuit Breakers (JUN 2005)

44. _____ DFARS 252.225-7038, Restriction on Acquisition of Air Circuit Breakers (JUN 2005)

45. _____ DFARS 252.225-7040, Contractor Personnel Authorized to Accompany U.S. Armed Forces Deployed Outside the United States (FEB 2013)

46. _____ DFARS 252.225-7043, Antiterrorism/Force Protection Policy for Defense Contractors Outside the United States (MAR 2006)

CONTINUED ON NEXT PAGE

47. X_____ DFARS 252.226-7001, Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004)

48. _____ DFARS 252.227-7013, Rights in Technical Data – Noncommercial Items (JUN 2013)

49. _____ DFARS 252.227-7015, Technical Data -- Commercial Items (JUN 2013)

50. _____ DFARS 252.227-7037, Validation of Restrictive Markings on Technical Data (JUN 2013),

51. _____ DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports (JUN 2012)

52. _____ DFARS 252.232-7009, Mandatory Payment by Governmentwide Commercial Purchase Card (DEC 2006)

53. _____ DFARS 252.232-7010, Levies on Contract Payments (DEC 2006)

54. _____ DFARS 252.232-7011, Payments in Support of Emergencies and Contingency Operations (MAY 2013)

55. _____ DFARS 252.237-7010, Prohibition on Interrogation of Detainees by Contractor Personnel (JUN 2013)

56. _____ DFARS 252.237-7019, Training for Contractor Personnel Interacting with Detainees (JUN 2013)

57. _____ DFARS 252.239-7017, Notice of Supply Chain Risk (NOV 2013)

58. _____ DFARS 252.239-7018, Supply Chain Risk (NOV 2013)

59. X_____ DFARS 252.243-7002, Requests for Equitable Adjustment (DEC 2012)

60. _____ DFARS 252.244-7000, Subcontracts for Commercial Items (JUN 2013)

61. _____ DFARS 252.246-7003, Notification of Potential Safety Issues (JUN 2013)

62. _____ DFARS 252.246-7004, Safety of Facilities, Infrastructure, and Equipment for Military Operations (OCT 2010)

63. _____ DFARS 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (JUN 2013)

64. _____ DFARS 252.247-7022, Representation of Extent of Transportation by Sea (AUG 1992)

65. X_____ DFARS 252.247-7023, Transportation of Supplies by Sea (JUN 2013).

a. _____Alternate I (MAR 2000) of 252.247-7023.

b. _____Alternate III (MAY 2002) of 252.247-7023

66. _____ DFARS 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000)

67. _____ DFARS 252.247-7025, Reflagging or Repair Work (JUN 2005)

68. _____ DFARS 252.247-7026, Evaluation Preference for Use of Domestic Shipyards – Applicable to Acquisition of Carriage by Vessel for DoD Cargo in the Coastwise or Noncontiguous Trade (NOV 2008)

69. _____ DFARS 252.247-7027, Riding Gang Member Requirements (OCT 2011)

CONTINUED ON NEXT PAGE

70. _____ DFARS 252.247-7028, Application for U.S Government Shipping Documentation/Instructions (JUN 2012)

In addition to the clauses listed in paragraph (e) of FAR 52.212-5, Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items, the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

1. DFARS 252.227-7013, Rights in Technical Data – Noncommercial Items (JUN 2013)

2. DFARS 252.227-7015, Technical Data – Commercial Items (JUN 2013)

3. DFARS 252.227-7037, Validation of Restrictive Markings on Technical Data (JUN 2013)

4. DFARS 252.237-7010, Prohibition on Interrogation of Detainees by Contractor Personnel (JUN 2013)

5. DFARS 252.237-7019, Training for Contractor Personnel Interacting with Detainees (JUN 2013)

6. DFARS 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (JUN 2013)

7. DFARS 252.247-7023, Transportation of Supplies by Sea (JUN 2013)

8. DFARS 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000)

(End of Clause)

CLAUSES ADDED TO PART 12 BY ADDENDUM

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

52.204-07 SYSTEM FOR AWARD MANAGEMENT (JUL 2013) FAR

52.204-09 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011) FAR

52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (JUL 2013) FAR

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

252.204-7004 ALTERNATE A, SYSTEM FOR AWRD MANAGEMENT (FEB 2014) DFARS

252.204-7012 SAFEGUARDING OF UNCLASSIFIED CONTROLLED TECHNICAL INFORMATION (NOV 2013) DFARS

52.204-9001 ELECTRONIC ORDER TRANSMISSION (NOV 2011) DLAD

Supplies procured through the Defense Logistics Agency (DLA) may be ordered via electronic ordering. Offerors must check one of the following alternatives for paperless order transmission:
[ ] Electronic Data Interchange (EDI) transmissions in accordance with ANSI X12 Standards through DLA Transaction Services approved value added network (VAN).
[ ] Electronic Mail (email) award notifications containing Web links to electronic copies of the Department of Defense (DD) Form 1155, Order for Supplies or Services.
****

252.209-7004 SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 2014) DFARS

52.211-9010 SHIPPING LABEL REQUIREMENTS – MILITARY-STANDARD (MIL-STD) 129P (APR 2014) DLAD

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 $50.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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(b) Maximum order. The Contractor is not obligated to honor—
(1) Any order for a single item in excess of $313,650,000 ;
(2) Any order for a combination of items in excess of $313,650,000 ; or
(3) A series of orders from the same ordering office within 1 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 1 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 5 days after the contract expiration date
(End of clause)

252.216-7006 ORDERING (MAY 2011) DFARS

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the contract schedule. Such orders may be issued from up to 39 months after the effective date of the contract to coincide with the 39-month base period through the expiration of the contract [*insert dates].*
****

52.216-9036 EVALUATION OF OFFERS - ECONOMIC PRICE ADJUSTMENT (FEB 2009) DLAD

52.216-9064 ECONOMIC PRICE ADJUSTMENT (EPA) – ACTUAL MATERIAL COSTS FOR SUBSISTENCE DELIVERED PRICE BUSINESS MODEL – DLA TROOP SUPPORT SUBSISTENCE PRIME VENDOR (SPV) CONTIGUOUS UNITED STATES (CONUS) (FEB 2013) DLAD

****
(c) PRICE ADJUSTMENTS.
(iii) Updates to the Delivered Price: All notices and requests for new item Delivered Prices and price changes shall be submitted weekly, no later than Friday Eastern Time on 1:30 PM Eastern Time on Wednesday, to be effective in the following Ordering Week's Ordering Catalog prices.
****
(v) Price change requests that the Contracting Officer questions or finds to be inconsistent with the requirements of this clause shall not be posted until the Contracting Officer specifically authorizes the posting. If the Contracting Officer does not notify the Contractor by close of business Eastern Time each Friday that a price or a price change request is being questioned or has been found to be erroneous, the price change(s) will post to the ordering catalog effective the beginning of the following Ordering Week. The posting of updated prices in the Ordering Catalog, calculated in accordance with this clause, constitutes a modification to this contract. No further contract modification is required to effect this change.
(vi) Should the Contracting Officer determine that, or question whether a price change request contained an erroneous unit price or price change, or cannot otherwise determine the changed price(s) to be fair and reasonable, such as when the changed price(s) is(are) higher than lower Delivered Prices for items of comparable quality which are reasonably available to the Government or Contractor from other sources, the Contracting Officer will so advise the Contractor, prior to close of business Eastern Time on Friday . If the Contracting Officer cannot determine or negotiate a fair and reasonable price, the Contracting Officer may reject any price change and direct in writing that the item in question be removed from the Contractor's Ordering Catalog, without Government liability. The Contracting Officer may subsequently remove any such item from the Ordering Catalog if the Contractor does not take the appropriate

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corrective action. The Government has the right to procure such removed items from any alternate source of supply, and the failure of the Contractor to supply such item will be considered a negative instance of performance.
****
(d) UPWARD CEILING ON ECONOMIC PRICE ADJUSTMENT.
The aggregate of contract Delivered Price increases for each item under this clause during the contract period inclusive of any option period(s) shall not exceed 30% for all items except Fresh Fruits and Vegetables (FF&V) and 90% for Fresh Fruits and Vegetables (FF&V) of the initial Contract Delivered Price, except as provided below:
****

52.232-17 INTEREST (MAY 2014) FAR

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

52.232-9010 ACCELERATED PAYMENTS TO SMALL BUSINESS (APR 2014) DLAD

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

****
(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 cer tify 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)

52.246-9039 REMOVAL OF GOVERNMENT IDENTIFICATION FROM NON-ACCEPTED SUPPLIES (NOV 2011) DLAD
(a) The Contractor shall remove or obliterate from a rejected end item and its packing and packaging, any marking, symbol, or other representation that the end item or any part of it has been produced or manufactured for the United States Government. Removal or obliteration shall be accomplished prior to any donation, sale, or disposal in commercial channels. The Contractor, in making disposition in commercial channels of rejected supplies, is responsible for compliance with requirements of the Federal Trade Commission Act (15 United States Code (U.S.C.) 45 et seq.) and the Federal Food, Drug and Cosmetic Act (21 U.S.C. 301 et seq.), as well as other Federal or State laws and regulations promulgated pursuant thereto.

(b) Unless otherwise authorized by the Contracting Officer, the Contractor is responsible for removal or obliteration of government identifications within 72 hours of rejection of nonconforming supplies including supplies manufactured for the Government but not offered or supplies transferred from the Government's account to the cold storage Contractor's account at origin or destination. (For product rejected at destination and returned to the Contractor's plant, the 72 hour period starts with the time of Contractor receipt of returned product). After removal or obliteration is accomplished and prior to disposition, the Contractor must notify the Government inspector.

(End of Clause)

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

52.247-9012 REQUIREMENTS FOR TREATMENT OF WOOD PACKAGING MATERIAL (WPM) (FEB 2007) DLAD

52.251-01 GOVERNMENT SUPPLY SOURCES (APR 2012) FAR

52.252-02 CLAUSES INCORPORATED BY REFERENCE (FEB 1998) FAR

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): http://www.dla.mil/Acquisition and http://farsite.hill.af.mil/ .
(End of Clause)

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52.253-01 COMPUTER GENERATED FORMS (JAN 1991) FAR

252.225-7048 EXPORT CONTROLLED ITEMS (JUN 2013) DFARS

(a) *Definition.* "Export-controlled items," as used in this clause, means items subject to the Export Administration Regulations (EAR) (15 CFR Parts 730-774) or the International Traffic in Arms Regulations (ITAR) (22 CFR Parts 120-130). The term includes:

(1) "Defense items," defined in the Arms Export Control Act, 22 U.S.C. 2778(j)(4)(A), as defense articles, defense services, and related technical data, and further defined in the ITAR, 22 CFR Part 120.

(2) "Items," defined in the EAR as "commodities", "software", and "technology," terms that are also defined in the EAR, 15 CFR 772.1.

(b) The Contractor shall comply with all applicable laws and regulations regarding export-controlled items, including, but not limited to, the requirement for contractors to register with the Department of State in accordance with the ITAR. The Contractor shall consult with the Department of State regarding any questions relating to compliance with the ITAR and shall consult with the Department of Commerce regarding any questions relating to compliance with the EAR.

(c) The Contractor's responsibility to comply with all applicable laws and regulations regarding export-controlled items exists independent of, and is not established or limited by, the information provided by this clause.

(d) Nothing in the terms of this contract adds, changes, supersedes, or waives any of the requirements of applicable Federal laws, Executive orders, and regulations, including but not limited to—

(1) The Export Administration Act of 1979, as amended (50 U.S.C. App. 2401, *et seq.*);

(2) The Arms Export Control Act (22 U.S.C. 2751, *et seq*.);

(3) The International Emergency Economic Powers Act (50 U.S.C. 1701, et seq.);

(4) The Export Administration Regulations (15 CFR Parts 730-774);

(5) The International Traffic in Arms Regulations (22 CFR Parts 120-130); and

(6) Executive Order 13222, as extended.

(e) The Contractor shall include the substance of this clause, including this paragraph (e), in all subcontracts.

(End of clause)

52.246-9044 SANITARY CONDITIONS (NOV 2011) DLAD

52.246-9045 FEDERAL FOOD, DRUG AND COSMETIC ACT-WHOLESALE MEAT ACT (AUG 2008) DLAD

Attachments

List of Attachments

Description	File Name
ATTACH.ATTACHMENT 1 - SCHEDULE OF ITEMS-PRICE PROPOSAL FOR SPE300-15-R-0020	ATTACHMENT 1 - SCHEDULE OF ITEMS-PRI
ATTACH.ATTACHMENT 2 - DLA QUOTE SHEET	ATTACHMENT 2 - DLA QUOTE SHEET.docx
ATTACH.ATTACHMENT 3 - SOUTH CAROLINA DELIVERY SCHEDULE	ATTACHMENT 3 - SOUTH CAROLINA DELIVE
ATTACH.ATTACHMENT 4 - FPCON	ATTACHMENT 4 - FPCON.pdf
ATTACH.ATTACHMENT 5 - COMPLETE CATALOG	ATTACHMENT 5 - COMPLETE CATALOG.xlsx
ATTACH.ATTACHMENT 6 - AF Food Specification Guide	ATTACHMENT 6 - AF Food Specification
ATTACH.ATTACHMENT 7 - Army Buyer's Guide	ATTACHMENT 7 - Army Buyer's Guide.pd

Part 12 Provisions

CONTINUED ON NEXT PAGE

52.212-01 INSTRUCTIONS TO OFFERORS - COMMERCIAL ITEMS (APR 2014)

52.212-02 EVALUATION - COMMERCIAL ITEMS (OCT 2014) FAR

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:
NON – PRICE FACTORS

A. Technical Factors

I. Experience
II. Quality Control (QC) & Quality Assurance (QA) Procedures
III. Food Defense
IV. Surge and Sustainment

B. Past Performance

PRICE FACTORS

Annual Unit Price (composed of adjusted annual case quantity multiplied by case price)
Technical and past performance, when combined, are N/A LPTA [Contracting Officer state the relative importance of all other evaluation factors, when combined, when compared to price.]
(b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).
(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.
(End of Provision)

52.212-03 OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS (OCT 2014) FAR

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically via https://www.acquistion.gov If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (c) through (o) of this provision.
(a) Definitions. As used in this provision—
"Economically disadvantaged women-owned small business (EDWOSB) concern" means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.
"Forced or indentured child labor" means all work or service—
(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.
"Inverted domestic corporation" as used in this section, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in 6 U.S.C 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c). An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue code at 26 U.S.C. 7874.
"Manufactured end product" means any end product in Federal Supply Classes (FSC) 1000-9999, except—
(1) FSC 5510, Lumber and Related Basic Wood Materials;
(2) Federal Supply Group (FSG) 87, Agricultural Supplies;
(3) FSG 88, Live Animals;
(4) FSG 89, Food and Related Consumables;
(5) FSC 9410, Crude Grades of Plant Materials;
(6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;

CONTINUED ON NEXT PAGE

(7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
(8) FSC 9610, Ores;
(9) FSC 9620, Minerals, Natural and Synthetic; and
(10) FSC 9630, Additive Metal Materials.
“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.
“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—
(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
(3) Consist of providing goods or services to marginalized populations of Sudan;
(4) consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
(5) Consist of providing goods or services that are used only to promote health or education; or
(6) Have been voluntarily suspended.
“Sensitive technology” –
(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically -
(i) To restrict the free flow of unbiased information in Iran; or
(ii) To disrupt, monitor, or otherwise restrict speech of the people or Iran; and
(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).
“Service-disabled veteran-owned small business concern”—
(1) Means a small business concern—
(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).
“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.
“Subsidiary” means an entity in which more than 50 percent of the entity is owned –
(1) Directly by a parent corporation; or
(2) Through another subsidiary of a parent corporation.
“Veteran-owned small business concern” means a small business concern—
(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
(2) The management and daily business operations of which are controlled by one or more veterans.
“Women-owned business concern” means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.
“Women-owned small business concern” means a small business concern—
(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
(2) Whose management and daily business operations are controlled by one or more women.
“Women-owned small business (WOSB) concern eligible under the WOSB Program” (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

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(b) (1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at https://www.acquistion.gov. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), **except for paragraphs _____.**

[Offeror to identify the applicable paragraphs at (c) through (o) of this provision that the offeror has completed for the purposes of this solicitation only, if any.

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.]

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer **that it ( ) is, ( ) is not a small business concern**.

(2) Veteran-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] **The offeror represents as part of its offer that it ( ) is, ( ) is not a veteran-owned small business concern.**

(3) Service-disabled veteran-owned small business concern. [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] **The offeror represents as part of its offer that it ( ) is, ( ) is not a service-disabled veteran-owned small business concern**.

(4) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]

The offeror represents, for general statistical purposes, that it ( ) is, ( ) is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] **The offeror represents that it ( ) is, ( ) is not a women-owned small business concern.**

(6) WOSB concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that—

(i) It [ ] is, [ ] is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [ ] is, [ ] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Progrfam participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are in the **joint venture: _____.]** Each WOSB concern elibible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that—

(i) It [ ] is, [ ] is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [ ] is, [ ] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are **participating in the joint venture: _____.** Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

NOTE: Complete paragraphs (c)(8) and (c) (9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(8) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it o is a women-owned business concern.

(9) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the **contract price:**_____

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(10) [Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]
(i) General. The offeror represents that either—
(A) It [ ] is, [ ] is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the CCR Dynamic Small Business Search database maintained by the Small Business Administration, and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed $750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or
(B) It [ ] has, [ ] has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.
(ii) [ ] Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(10)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the **joint venture:** _____**.]**
(11) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that—
(i) It [ ] is, [ ] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and
(ii) It [ ] is, [ ] is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(11)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone **joint venture:** _____**.]** Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.
(d) Representations required to implement provisions of Executive Order 11246—
(1) Previous contracts and compliance. The offeror represents that—
(i) It ( ) has, ( ) has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and
(ii) It ( ) has, ( ) has not filed all required compliance reports.
(2) Affirmative Action Compliance. The offeror represents that—
(i) It ( ) has developed and has on file, ( ) has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or
(ii) **It ( ) has not previously had contracts subject to the written affirmative action programs** requirement of the rules and regulations of the Secretary of Labor.
(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed $150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.
(f) Buy American Act Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act—Supplies, is included in this solicitation.)
(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.” The terms “commercially available off-the-shelf (COTS) item” “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act—Supplies.”
(2) Foreign End Products:

CONTINUED ON NEXT PAGE

Line Item No.	Country of Origin

(List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms “Bahrainian, Moroccan, Omani, or Peruvian end product,” “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” “Free Trade Agreement country end product,” “Israeli end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements–Israeli Trade Act.”

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin

(List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act.” The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.”

Other Foreign End Products:

Line Item No.	Country of Origin

(List as necessary)

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Canadian End Products:

Line Item No.

(List as necessary)

(3) Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II. If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Canadian or Israeli End Products:

CONTINUED ON NEXT PAGE

Line Item No.	Country of Origin

(List as necessary)

(4) Buy American Act – Free Trade Agreements – Israeli Trade Act Certificate, Alternate III. If Alternate III to the clause at 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products ads defined in the clauses of this solicitation entitled "Buy American Act-Free Trade Agreements – Israeli Trade Act::

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin

(List as necessary)

(54) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No.	Country of Origin

(List as necessary)

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Responsibility Matters (Executive Order 12689). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals—

(1) ( ) Are, ( ) are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) ( ) Have, ( ) have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(3) ( ) Are, ( ) are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) ( ) Have, ( ) have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds $3,000 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

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(B) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
(ii) Examples.
(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.
(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.
(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.
(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).
(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]
(1) Listed end products.

Listed End Product	Listed Countries of Origin

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]
[ ] (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.
[ ] (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.
(j) Place of manufacture. (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—
(1) **( ) In the United States** (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or
(2) **( ) Outside the United States**.
(k) Certificates regarding exemptions from the application of the Service Contract Act. (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]
[ ] (1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4 (c)(1). **The offeror ( ) does ( ) does not certify that**—
(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;
(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4 (c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and
(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

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[ ] (2) Certain services as described in FAR 22.1003-4 (d)(1). **The offeror ( ) does ( ) does not certify that**—
(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;
(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4 (d)(2)(iii));
(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and
(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.
(3) If paragraph (k)(1) or (k)(2) of this clause applies—
(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Act wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and
(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.
(l) Taxpayer Identification Number (TIN) (26 U.S.C 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)
(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).
(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c) (3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.
(3) Taxpayer Identification Number (TIN).
( ) TIN: _____.
( ) TIN has been applied for.
( ) TIN is not required because:
( ) Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
( ) Offeror is an agency or instrumentality of a foreign government;
( ) Offeror is an agency or instrumentality of the Federal Government.
(4) Type of organization.
( ) Sole proprietorship;
( ) Partnership;
( ) Corporate entity (not tax-exempt);
( ) Corporate entity (tax-exempt);
( ) Government entity (Federal, State, or local);
( ) Foreign government;
( ) International organization per 26 CFR 1.6049-4;
( ) Other _____.
(5) Common parent.
( ) Offeror is not owned or controlled by a common parent;
( ) Name and TIN of common parent:
Name _____.
TIN _____.
(m) Restricted business operations in Sudan. By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.
(n) Prohibition on Contracting with Inverted Domestic Corporations.

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(1) Relation to Internal Revenue Code. An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code 25 U.S.C. 7874.
(2) Representation. By submission of its offer, the offeror represents that –
(i) it is not an inverted domestic corporation; and
(ii) It is not a subsidiary of an inverted domestic corporation.
(o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.
(1) The offeror shall e-mail questions concerning sensitive technology to the Department of State at CISADA106@state.gov.
(2) Representation and Certifications. Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror—
(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;
(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and
(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds $3,000 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at http://www.treasury.gov/ofac/downloads/t11sdn.pdf).
(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if—
(i) This solicitation includes a trade agreements certification (e.g., 52.212-3(g) or a comparable agency provision); and
(ii) The offeror has certified that all the offered products to be supplied are designated country end products.
(End of provision)

52.212-03 OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS (OCT 2014), ALT I (OCT 2014) FAR

As prescribed in 12.301(b)(2), add the following paragraph (c)(12) to the basic provision:
(12) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c)(8) of this provision.)
The offeror shall check the category in which its ownership falls:
[ ] Black American.
[ ] Hispanic American.
[ ] Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).
[ ] Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).
[ ] Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).
[ ] Individual/concern, other than one of the preceding.

52.212-03 OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS (NOV 2013), ALT II (JAN 2012) FAR

As prescribed in 12.301(b)(2), add the following paragraph (c)(10)(iii) to the basic provision:
(iii) Address. The offeror represents that its address **[ ] is, [ ] is not** in a region for which a small disadvantaged business procurement mechanism is authorized and its address has not changed since its certification as a small disadvantaged business concern or submission of its application for certification. The list of authorized small disadvantaged business procurement mechanisms and regions is posted at http: //www.ACQUISITION.GOV/References/sdbadjustments.htm . The offeror shall use the list in effect on the date of this solicitation. “Address,” as used in this provision, means the address of the offeror as listed on the Small Business Administration’s register of small disadvantaged business concerns or the address on the completed application that the concern has submitted to the Small Business Administration or a Private Certifier in accordance with 13 CFR Part 124, subpart B. For joint ventures, “address” refers to the address of the small disadvantaged business concern that is participating in the joint venture.

PROVISIONS ADDED TO PART 12 BY ADDENDUM

252.203-7005 REPRESENTATION RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (NOV 2011) DFARS

52.207-04 ECONOMIC PURCHASE QUANTITY - SUPPLIES (AUG 1987) FAR

(a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals or quotes are requested in this solicitation is (are) economically advantageous to the Government.

CONTINUED ON NEXT PAGE

_____
_____
_____
_____

(b) Each offeror who believes that acquisitions in different quantities would be more advantageous is invited to recommend an economic purchase quantity. If different quantities are recommended, a total and a unit price must be quoted for applicable items. An economic purchase quantity is that quantity at which a significant price break occurs. If there are significant price breaks at different quantity points, this information is desired as well.

OFFEROR RECOMMENDATIONS
ITEM _____
QUANTITY_____
PRICE QUOTATION _____
TOTAL _____

(c) The information requested in this provision is being solicited to avoid acquisitions in disadvantageous quantities and to assist the Government in developing a data base for future acquisitions of these items. However, the Government reserves the right to amend or cancel the solicitation and resolicit with respect to any individual item in the event quotations received and the Government's requirements indicate that different quantities should be acquired.
(End of provision)

252.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (JAN 2009) DFARS

252.209-7998 REPRESENTATION REGARDING CONVICTION OF A FELONY CRIMINAL VIOLATION UNDER ANY FEDERAL OR STATE LAW (DEVIATION 2012-O0007) (MAR 2012)

(a) In accordance with section 514 of Division H of the Consolidated Appropriations Act, 2012, none of the funds made available by that Act may be used to enter into a contract with any corporation that was convicted of a felony criminal violation under any Federal or State law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government.
(b) The Offeror represents that it **is [ ] is not [ ] a corporation** that was convicted of a felony criminal violation under a Federal or State law within the preceding 24 months.
(End of provision)

252.209-7999 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION 2012-O0004) (JAN 2012)

(a) In accordance with sections 8124 and 8125 of Division A of the Consolidated Appropriations Act, 2012,(Pub. L. 112-74) none of the funds made available by that Act may be used to enter into a contract with any corporation that-
(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government.
(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.
(b) The Offeror represents that-
(1) It **is [ ] is not [ ] a corporation** that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability,
(2) It **is [ ] is not [ ] a corporation** that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.
(End of provision)

52.211-9009 NON-ACCEPTABILITY OF GOVERNMENT SURPLUS MATERIAL (NOV 2011) DLAD

52.211-9011 BUSINESS SYSTEMS MODERNIZATION (BSM) DELIVERY TERMS AND EVALUATION (MAY 2006) DLAD

52.215-06 PLACE OF PERFORMANCE (OCT 1997) FAR

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(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, [ ] **intends,** [ ] **does not intend** [check applicable block] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.
(b) If the offeror or respondent checks “i ntends” in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance
(Street Address, City, State, County, ZIP Code)
_____ _____
_____
_____

Name and Address of Owner and Operator of the Plant or Facility if Other than Offeror or Respondent
_____
_____
_____
(End of Provision)

52.215-9023 REVERSE AUCTIONS (OCT 2013) (DLAD)
The Contracting Officer may utilize on-line reverse auctioning as a means of conducting price discussions under this solicitation. If the Contracting Officer does not conduct a reverse auction, award may be made on the basis of initial offers or following discussions not using reverse auctioning as a pricing technique. If the Contracting Officer decides to use on-line reverse auctioning to conduct price negotiations, the Contracting Officer will notify offerors of this decision and the following provisions will apply.

(a) The award decision will be made in accordance with the evaluation factors as set forth in the solicitation. The reverse on-line auction will be used as a pricing technique during discussions to establish the final offered prices from each offeror. These prices will be used in conjunction with the evaluation factors stated elsewhere in the solicitation in order to make the award decision in accordance with the basis for award stated in the solicitation.

(b) Following the decision to conduct discussions using on-line reverse auctioning as a pricing technique, the Contracting Officer or his/her representative will provide offerors determined to be in the competitive range with information concerning the on-line auction process. The Government intends to use a commercial web-based product to conduct the reverse auction.

(c) Prior to or simultaneously with conducting the on-line reverse auction, the Contracting Officer may hold discussions with the offerors concerning matters appropriate for discussion, such as issues involving technical proposals or unbalanced pricing.

(d) The lowest offeror’s price(s) for each round of the reverse auction will be disclosed to other offerors and anyone else having authorized access to the on-line auction. This disclosure is anonymous, meaning that each offeror’s identity will be concealed from other offerors (although it will be known to the Government; only a generic identifier will be used for each offeror’s proposed pricing, such as “Offeror A” or “lowest-priced offeror”). By submitting a proposal in response to the solicitation, offerors agree to participate in the reverse auction and that their prices may be disclosed, including to other offerors, during the reverse auction.

(e) The reverse auction system currently in use designates offers as "Lead," meaning the current low price in that auction, or "Not Lead," meaning not the current low price in that auction. In the event of a tie offer, the reverse auction provider's system designates the first offer of that price as "Lead" and the second or subsequent offer of that price as "Not Lead." Offerors shall not submit a tie offer, since this is inconsistent with the purpose of the reverse auction. If a tie offer is submitted, the "Not Lead" offeror that submitted the tie offer must offer a changed price; it will be ineligible for award if the final price in the auction is the tie offer price.

(f) An offeror's final auction price at the close of the reverse auction will be considered its final proposal revision. No price revisions will be accepted after the close of the reverse auction, unless the Contracting Officer decides that further discussions are needed and final proposal revisions are again requested in accordance with Federal Acquisition Regulation (FAR) 15.307, or the Contracting Officer determines that it would be in the best interest of the Government to re-open the auction.

(g) The following information is provided regarding the procedures to be followed if a reverse auction is conducted.

(1) Each offeror identified by the Contracting Officer as a participant in the reverse auction will be contacted by Defense Logistic Agency’s commercial reverse auction service provider to advise the offeror of the event and to provide an explanation of the process.

(2) In order for an Offeror to participate in the reverse auction, such offeror must agree with terms and conditions of the entire solicitation, including this provision, and agree to the commercial reverse auction service provider’s terms and conditions for using its service. Information concerning the reverse auction process and the commercial service provider’s terms and conditions is embedded within the email notification sent by the on-line reverse auction pricing tool system administrator.

(3) Offerors shall secure the passwords and other confidential materials provided by the commercial reverse auction service provider or the Government and ensure they are used only for purposes of participation in the reverse auction. Offerors shall keep their own and other offerors’ pricing in confidence until after contract award.

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(4) Any offeror unable to enter pricing through the commercial reverse auction service provider's system during a reverse auction must notify the Contracting Officer or designated representative immediately. The Contracting Officer may, at his/her sole discretion, extend or re-open the reverse auction if the reason for the offeror's inability to enter pricing is determined to be without fault on the part of the offeror and outside the offeror's control.

(5) The reverse auction will be conducted using the commercial reverse auction service provider's website as embedded in the email notification**.** Offerors shall be responsible for providing their own computer and internet connection.

(6) Training:

(i) The commercial reverse auction service provider and/or a Government representative will provide familiarization training to offerors' employees; this training may be provided through written material, the commercial reverse auction service provider's website, and/or other means.

(ii) An employee of an offeror who successfully completes the training shall be designated as a 'trained offeror.' Only trained offerors may participate in a reverse auction. The Contracting Officer reserves the right to request that offerors provide an alternate offeror employee to become a 'trained offeror.' The Contracting Officer also reserves the right to take away the 'trained offeror' designation from any trained offeror who fails to abide by the solicitation's or commercial reverse auction service provider's terms and conditions.

(End of Provision)

52.216-01 TYPE OF CONTRACT (APR 1984) FAR

The Government contemplates award of a IDIQ FIXED PRICE WITH ECONOMIC PRICE ADJUSTMENT contract resulting from this solicitation.
(End of provision)

52.225-25 PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN SANCTIONED ACTIVITIES RELATING TO IRAN - REPRESENTATION AND CERTIFICATION (DEC 2012) FAR

52.233-9000 AGENCY PROTESTS (NOV 2011) DLAD

52.233-9001 DISPUTES - AGREEMENT TO USE ALTERNATIVE DISPUTE RESOLUTION (NOV 2011) DLAD

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(c) The offeror should check here to opt out of this clause:
[ ]. Alternate wording may be negotiated with the contracting officer.

52.252-01 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998) - FAR

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electron ically at this/these address(es):
http://www.dla.mil/Acquisition and http://farsite.hil.af.mil/ .
(End of Provision)

252.209-7997 REPRESENTATIONS BY CORPORATIONS REGARDING A FELONY CONVICTION UNDER ANY FEDERAL LAW-DOD MILITARY CONSTRUCTIONS APPROPRIATIONS (DEVIATION 2013-O0006) (APR 2013) (DFARS)
(a) In accordance with section 101(a)(3) of the Continuing Appropriations Resolution, 2013,(Pub. L. 112-175) none of the funds made available by that Act for general appropriations for DoD may be used to enter into a contract with any corporation that—

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government.

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

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(b) The Offeror represents that—

(1) It is [ ] is not [ ] a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability,

(2) It is [ ] is not [ ] a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(End of provision)