

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER 1000056113	PAGE 1 OF 91	
2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER SPE300-17-R-0038	6. SOLICITATION ISSUE DATE 2017 JUN 21		
7. FOR SOLICITATION INFORMATION CALL:	a. NAME Maria Figueroa DMF0021		b. TELEPHONE NUMBER (No Collect calls) Phone: 215-737-2921		8. OFFER DUE DATE/ LOCAL TIME 2017 JUL 25 03:00 PM	
	9. ISSUED BY DLA TROOP SUPPORT DIRECTORATE OF SUBSISTENCE 700 ROBBINS AVENUE PHILADELPHIA PA 19111-5096 USA	CODE SPE300	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: _____ % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> EDWOSB NAICS: 311999 <input type="checkbox"/> SERVICE-DISABLED <input type="checkbox"/> 8 (A) SIZE STANDARD: 500 <input type="checkbox"/> VETERAN-OWNED SMALL BUSINESS			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS		<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	13b. RATING		
15. DELIVER TO SEE SCHEDULE	CODE	16. ADMINISTERED BY CODE				
17a. CONTRACTOR/OFFEROR TELEPHONE NO.	CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY CODE			
<input type="checkbox"/> 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 <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	See Schedule <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>					
25. ACCOUNTING AND APPROPRIATION DATA				26. TOTAL AWARD AMOUNT (For Govt. Use Only)		
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA			<input checked="" type="checkbox"/> ARE			<input type="checkbox"/> ARE NOT ATTACHED
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA			<input type="checkbox"/> ARE			<input type="checkbox"/> ARE NOT ATTACHED
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> 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			<input type="checkbox"/> 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

41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER

41c. DATE

42a. RECEIVED BY (*Print*)

42b. RECEIVED AT (*Location*)

42c. DATE REC'D (*YY/MM/DD*)

42d. TOTAL CONTAINERS

Note: Please disregard List of Attachments found on last page instead refer to page 35.

SECTION B - SUPPLIES OR SERVICES AND PRICES OR COSTS**CONTINUATION OF BLOCKS FROM SF 1449**1. Block 8

Offer Due Date/Local Time: July 25, 2017 by 3:00 p.m. Philadelphia (EST) Time.

NOTE: This solicitation and any amendments shall be signed by each Joint Venture / Partner and submitted along with each offer. Only one originally signed copy of this solicitation document is required for submission.

All offers are required to be mailed to the Defense Logistics Agency (DLA) Troop Support Post Office Box 56667 or hand carried to the DLA Troop Support Business Opportunities Office as described in Block 9 below.

2. Block 9

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.

› Address and Submit “mailed” offers to:

Defense Logistics Agency
Troop Support-Subsistence
Post Office Box 56667
Philadelphia, PA 19111-6667
Solicitation Number: SPE300-17-R-0038
Opening/Closing Date and Time: June 21, 2017/ July 25, 2017 3:00 p.m. Philadelphia Time.

› Address and Deliver “hand carried” offers, including delivery by commercial carrier, to:

DLA Troop Support
Business Opportunities Office
Bldg. 36, 2nd Floor, Room 2035
700 Robbins Avenue
Philadelphia, PA 19111-5092
Solicitation Number: SPE300-17-R-0038
Opening/Closing Date and Time: June 21, 2017/ July 25, 2017 3:00 p.m. Philadelphia Time.

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.

- 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.

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› Transmit “**facsimile**” and/or E-mail offers are **NOT** authorized (see “Addendum” to 52.212-1(b)).

3. Block 17a

› Offeror’s assigned Unique Entity Identifier Number: _____

(If you do not have a Unique Entity Identifier 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 establishing a unique entity identifier.)

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

PRIMARY COMPANY POC/NEGOTIATOR _____

PHONE #: _____

E-MAIL ADDRESS: _____

FAX NUMBER: _____

4. Block 17b

Remittance Address:

REMITTANCE WILL BE MADE TO THE ADDRESS THAT THE CONTRACTOR HAS LISTED IN THE SYSTEM FOR AWARD MANAGEMENT (SAM).

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.

5. Blocks 19-24

Item No., Schedule of Supplies/Services, Quantity, Unit:

See Statement of Work (Attachment no. 1) and Market Basket- Price Proposal Sheet (Attachment no. 2).

CAUTION NOTICE**THIS IS A SOLICITATION FOR CONUS PRIME VENDOR****THIS SOLICITATION COVERS THE SUBSISTENCE PRIME VENDOR REQUIREMENTS FOR THE NORTHERN NEW ENGLAND ZONE 2 REGION AND WILL RESULT IN A FIXED PRICE CONTRACT SUBJECT TO ECONOMIC PRICE ADJUSTMENT (EPA). THE AWARD WILL BE MADE USING BEST VALUE TRADEOFF PROCEDURES.****THE CONTRACT CLAUSES SECTION OF THIS SOLICITATION INCLUDES THE 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), ALASKA, AND HAWAII (APR 2014)****THE CONTRACTING OFFICER MAY USE AN ON-LINE REVERSE AUCTION AS A MEANS OF CONDUCTING PRICE DISCUSSIONS UNDER SOLICITATION SPE300-17-R0-0038. DLA TROOP SUPORT WILL PROVIDE TRAINING TO OFFERORS ON THE REVERSE AUCTION PROCEDURES AND THE ON-LINE AUCTION SYSTEM.****CONTINUED ON NEXT PAGE**

******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 all 3 copies of the Non-Price Proposal (1 hard copy, 1 PDF copy and 1 CD)? Prepare and return all 3 copies of the Business Proposal (1 hard copy, 1 PDF copy and 1 CD)? Note: Electronic copies of Non-Business Proposals shall be submitted in Microsoft Word format or Portable Document Format (PDF) and Electronic Copies of the Business Proposals shall be submitted in a working Microsoft Excel format.	
5	Read 52.212-1 (Instructions to Offerors – Commercial Items), and 52.212-2 (Evaluation – Commercial Items) very carefully to assure you prepare your Non-Price and Business Proposals in accordance with the evaluation criteria?	
6	Submit the Business Proposal on the formatted spreadsheets in accordance with the instructions in the solicitation (1 hard copy, 1 PDF copy and 1 CD)?	
7	Submit your best offer?	
8	Submit a Small Business Subcontracting Plan if your firm is a large business?	
9	Check your math for accuracy on your Business Proposal?	
10	Identify your authorized negotiators as required? Did you identify which negotiator will serve as the primary point of contact?	
11	52.212-3 -- Offeror Representations and Certifications -- Commercial Items Submit a copy of your current (active) System for Award Management (SAM) Representations and Certifications, or complete 52.212-3 clause?	

CAUTION: The above checklist is for convenience purposes only. This list is not intended to be all-inclusive. Offerors are responsible for carefully reviewing the entire solicitation to ensure proper submission of all required information.

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.

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CONTRACT CLAUSES**52.212-4 CONTRACT TERMS AND CONDITIONS – COMERCIAL ITEMS (JAN 2017)**

(a) *Inspection/Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights --

- (1) Within a reasonable time after the defect was discovered or should have been discovered; and
- (2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

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

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

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

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

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

(g) *Invoice.*

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

- (i) Name and address of the Contractor;
- (ii) Invoice date and number;
- (iii) Contract number, line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (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.

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

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

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

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

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

(i) Payment.

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

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

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

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

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

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

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

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

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

(D) Contractor point of contact.

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

(6) Interest.

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

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

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

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

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

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

(s) *Order of precedence.* Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services.

(2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause.

(3) The clause at 52.212-5.

(4) Addenda to this solicitation or contract, including any license agreements for computer software.

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments.

(9) The specification.

(t) System for Award Management (SAM).

(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 SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM 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 SAM database to ensure it is current, accurate and complete. Updating information in the SAM 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 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 SAM database;

(B) Comply with the requirements of Subpart 42.12 of the FAR;

(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 SAM 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 SAM record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the SAM database.

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Information provided to the Contractor's SAM 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 SAM accessed through <https://www.acquisition.gov>.

(u) Unauthorized Obligations.

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

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

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

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

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

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

(End of Clause)

ADDENDUM

The following paragraphs of 52.212-4 are amended as indicated below:

Paragraph (a), *Inspection/Acceptance*, is revised to add the following:

Inspection and acceptance of products will be performed at destination. The Government's authorized receiving official for each customer is responsible for signing for and accepting products when they are delivered. In the absence of an applicable medical inspection authority, the final disposition decision to accept or reject product rests with the food service officer and/or the Government's authorized receiving official.

Decision to reject a product is based on the following conditions:

- (1) Unsanitary conveyances – gross filth, pesticide spillages, mold, etc.
- (2) Improper temperatures of potentially hazardous foods.
- (3) Unapproved sources (those not previously assessed; passed their required response time; or those deemed an unacceptable risk).
- (4) Contamination (intentional or unintentional).
- (5) Unwholesomeness.
- (6) Off-condition or damaged.
- (7) Stored product pests (insect infestation, rodent or animal damage).
- (8) Food defense concerns

Paragraph (c), *Changes*, is deleted in its entirety and replaced with the following:

(c) Changes.

- (1) In addition to bilateral modifications, the Contracting Officer, at his/her discretion, may

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unilaterally invoke the contingency option set forth in this contract.

(2) The Contracting Officer may at any time, by unilateral written order, make changes within the general scope of this contract in any one or more of the following:

- (i) method of shipment or packing;
- (ii) place, manner, or time of delivery.

(3) If such change causes an increase or decrease in the cost of, or time required for, performance for any part of the work under this contract, the Contracting Officer shall make equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.

(4) The Contractor must assert its right to an adjustment under this clause within thirty (30) days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

Paragraph (g), Invoice, is revised to add the following:

(3) Each delivery will be accompanied by the Contractor's delivery ticket/invoice. Three copies (an original plus two) shall accompany the shipment. The customer shall sign all copies of the delivery ticket/invoice, keep one (1) copy and return original copy to the vendor. Any changes must be made on the face of the invoice; attachments are not acceptable.

(4) All invoicing for payment is to be filed electronically using EDI transaction set 810 (See pages 92-93 for Subsistence Total Order and Receipt Electronic System (STORES) EDI Information). No paper invoices shall be submitted to DFAS for payment. All invoices submitted by the Contractor must be "clean," i.e. all debits and/or credits must be reflected on the invoice prior to submission. Electronic invoices should be filed promptly (i.e. once all credits and/or credit adjustments are made) and in any case, in fewer than 90 days after delivery.

(5) Invoice transactions may be submitted to DLA TROOP SUPPORT daily; however, it cannot be stressed enough that all internal debit/credit transactions must be completed prior to the submission of the invoice. Invoice lines that do not contain the correct invoice data and/or contain incorrect quantities delivered or prices charged will be rejected. The vendor will be responsible for correction and re-submission.

(6) The same invoice cannot be submitted with different dollar amounts.

(7) For catch weight items, standard rounding methods must be observed, i.e. < 5: rounded down; = 5 or > 5: rounded up. All weights must be rounded to whole pounds using standard rounding methods. Any line submitted for other than whole numbers will be rejected and require correction and re-submission by the vendor.

(8) Unit prices and extended prices must be formatted not more than two (2) decimal places to the right of the decimal point. Subsistence Total Order and Receipt Electronic System (STORES) will not accommodate positions of 3 and above beyond the decimal point (see Attachment 4).

(9) The following address must appear in the "Bill To" or "Payment Will Be Made By" block of the Contractor's invoice:

Defense Finance and Accounting Service Code: S33150
Attn: DFAS -BVDPIP/CC or DFAS-BVDPIS/CC
P.O. BOX 182317
COLUMBUS, OH 43218-6260

(10) Each invoice shall contain sufficient data for billing purposes. This includes, but is not limited to:

Contract Number, Call or Delivery Order Number, and Purchase Order Number;
DoDAAC; Contract line listed in numeric sequence (also referred to as CLIN order);
Item nomenclature: LSN or NSN; Quantity purchased per item in DLA TROOP SUPPORT's unit of issue; Total dollar value on each invoice (reflecting changes to the shipment, if applicable).

(11) Vendors are required to use the Vendor Reconciliation Tool [see paragraph i(10) below] to identify and correct mismatches between invoices submitted and customers posted receipts. It is the responsibility of the Contractor to adjust as necessary and

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communicate with the customer or DLA TROOP SUPPORT as needed, in order to resolve any/all discrepancies. In the event of an unresolved payment discrepancy, the vendor must present a signed delivery ticket/invoice.

Paragraph (i), *Payment*, is revised to add the following:

- (7) DFAS Columbus Center is the payment office for this acquisition.
- (8) All 810 electronic invoices must be submitted with accurate, sufficient, clean data before any payment can be made.
- (9) All offerors must have the ability to accept an 820 transaction set from its financial institution. DFAS Columbus will no longer forward a detailed summary of payment(s); this information will only be available from your bank.
- (10) Vendor Reconciliation Tool: In an effort to improve the payment process, vendors will have availability to view what the customer has or has not receipted, via the Business Systems Modernization (BMS) website <http://www.troopsupport.dla.mil/subs/recon1.pdf>. The Contractor will have access to "unreconciled" information, i.e. the invoice does not match the receipt because of a quantity or price discrepancy, or because the customer has not posted a receipt. Both invoice information and receipt information will be available for review on the BSM website by the Contractor. While the vendor will not have the capability to update customer receipt information, update capability will be available for unreconciled invoice information for approximately 30 days.
- (11) The Government intends to make payments under the resultant contract by electronic funds transfer (EFT). Reference Clause 52.232-33, Payment by Electronic Funds Transfer— System for Award Management (Jul 2013) (31 U.S.C. 3332) appearing in this solicitation under Contract Clause FAR 52.212-5(b)(57). However, the election as to whether to make payments by check or electronic funds transfer is at the option of the Government.

Paragraph (o), *Warranty*, is revised to add the following:

In the event that a product recall is initiated by the Contractor, supplier or manufacturer, the Contractor shall follow the procedures as outlined below:

- (1) Immediately (within 24 hours) notify the following personnel:
 - (i) Customers that have received the recalled product
 - (ii) DLA Troop Support Contracting Officer
 - (iii) DLA Troop Support Integrated Supply Team (IST) Chief
 - (iv) DLA Troop Support Contract Specialist
 - (v) DLA Troop Support Tailored Vendor Logistic Specialist
 - (vi) DLA Troop Support Consumer Safety Officer at: dscpconssafofc@dla.mil
- (2) Within 72 hours of notification, contractor shall provide the following information to the DLA TROOP SUPPORT Contracting Officer and Contract Specialist:
 - (i) ALFOODACT number/Product recalled;
 - (ii) Contract Number;
 - (iii) Customer Affected;
 - (iv) Case Count (by customer);
 - (v) Value of Product;
 - (vi) Credit Received;
 - (vii) Date Credit Received; and
 - (viii) Name and phone number of responsible person (Recall Coordinator)

Paragraph (s), *Order of precedence*, is revised to add the following:

- (10) The Vendor's Non-Price Proposal

Paragraph (t), *System for Award Management*.

Add the following paragraph:

- (a) Definitions.

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“System for Award Management (SAM) database” means the primary Government repository for prospective Federal awardee and Federal awardee information and the centralized Government system for certain contracting, grants, and other assistance-related processes.

“Commercial and Government Entity (CAGE) Code” means—

- (1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Commercial and Government Entity (CAGE) Branch to identify a commercial or Government entity; or
- (2) An identifier assigned by a member of the North Atlantic Treaty Organization or by the NATO Support and Procurement Agency (NSPA) to entities located outside the United States and its outlying areas that the DLA Commercial and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as a NATO CAGE (NCAGE) code.

“Unique Entity Identifier” means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See www.sam.gov for the designated entity for establishing unique entity identifiers.

“Registered in the System for Award Management database” means that—

- (1) The Offeror has entered all mandatory information, including the unique entity identifier and the EFT indicator, if applicable, the Contractor and Government Entity (CAGE) code, as well as date required by the Federal Funding Accountability and Transparency Act of 2006, into the SAM database;
- (2) The Offeror has completed the Core Data, Assertions, and Representations and Certifications, and Points of Contact sections of the registration in the SAM database;
- (3) The Government has validated all mandatory data fields to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service. The Offeror will be required to provide consent for TIN validation to the Government as part of the SAM registration process.
- (4) The Government has marked the record “Active”.

Add: Paragraph (w), Contractor Performance Assessment Reporting System (CPARS):

1) Background

(i) Contractor Performance Assessment Reporting System (CPARS) is now hosting web-enabled applications that are used to collect and manage a library of automated Contractor performance evaluations that are completed in accordance with FAR Parts 36 and 42. FAR Part 36 identifies the requirements for documenting Contractor performance for architect-engineer and construction contracts while FAR Part 42 identifies requirements for documenting Contractor performance for systems and non-systems acquisitions. The CPARS applications are designed for UNCLASSIFIED use only. Classified information is not to be entered into these systems. In general, Contractor performance assessments or evaluations provide a record, both positive and negative, for a given contract during a specified period of time. When evaluating Contractor performance each assessment or evaluation is based on objective facts and is supported by program and contract management data, such as cost performance reports, customer comments, quality reviews, technical interchange meetings, financial solvency assessments, construction/production management reviews, Contractor operations reviews, functional performance evaluations, and earned contract incentives.

(ii) Effective October 1, 2006, a Department of Defense (DoD) Public Key Infrastructure (PKI) Certificate will be required for all DoD users accessing CPARS. Effective November 1, 2006, a DoD PKI Certificate will be required for all Contractor users accessing CPARS. The requirement for PKI certificates is implemented in accordance with DoD security policy promoting secure electronic transactions.

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2) Obtaining a PKI certificate

(i) Each Contractor must fully comply with the DoD requirement to implement PKI in order for our information systems to remain secure and viable.

Contractors who do not work at a Department of Defense facility may purchase a DoD PKI certificate from one of the External Certificate Authorities (ECAs) approved vendors. The ECAs are vendors who provide digital certificates to DoD's industry partners who are using their own equipment or working in non-government facilities. A list of ECAs is available at <http://iase.disa.mil/pki/eca/Pages/certificate.aspx>. According to CPARS website, at least an ECA certificate of Medium Assurance should be purchased. This should be a Department of Defense (DoD) identity certificate, not an email certificate (An Encryption Certificate is not required). Certificate prices start around \$109 per certificate per year, with volume discounts at some ECAs.

Add: Paragraph (x), Total Order & Receipt Electronic System (STORES) Access:

1) Background

(i) Total Order & Receipt Electronic System (STORES) is the single approved DoD food ordering system. STORES uses Electronic Data Interchange (EDI) and web-enabled applications to pass catalogs, orders and receipts among Services, vendors and DLA Troop Support. STORES consists of electronic catalogs for all food items, and it is used to collect and manage a library of automated reports. The STORES applications are designed for UNCLASSIFIED use only. Classified information is not to be entered into these systems. In general, STORES interfaces with all service food management systems and is used by over 700 customers worldwide.

(ii) Effective October 25, 2010, a Department Of Defense (DoD) Public Key Infrastructure (PKI) Certificate is required for all DoD users from an External Certificate Authority (ECA) accessing STORES. Currently, a DoD ECA/PKI Certificate will be required for all Contractor users accessing STORES. The requirement for PKI certificates is implemented in accordance with DoD security policy promoting secure electronic transactions. STORES information will not be allowed on a public website for information assurance reasons.

The DLA Troop Support Subsistence main Electronic Catalogs have been migrated/integrated into STORES for information assurance reasons.

2) Obtaining a PKI certificate

(i) Each Contractor must fully comply with the DoD requirement to implement PKI in order for our information systems to remain secure and viable.

Contractors who do not work at a Department of Defense facility may purchase a DoD PKI certificate from one of the External Certificate Authorities (ECAs) approved vendors. The ECAs are vendors who provide digital certificates to DoD's industry partners who are using their own equipment or working in non-government facilities. A list of ECAs is available at <http://iase.disa.mil/pki/eca/Pages/certificate.aspx>. According to STORES website, it accepts all types of ECA. However, an Identity Certificate is needed to log on to STORES (An Encryption Certificate is not required). Certificate prices start around \$109 per certificate per year, with volume discounts at some ECAs.

(ii) Each Contractor employee accessing STORES will need an Identity Certificate (An Encryption Certificate is not required).

(End of Addendum)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JAN 2017)

(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) **52.209-19**, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) **52.209-10**, Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015)

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- (3) **52.233-3**, Protest after Award (AUG 1996) (31 U.S.C. 3553).
- (4) **52.233-4**, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77, 108-78 (19 U.S.C. 3805 note)).
- (b)** The Contractor shall comply with the FAR clauses in this paragraph (b) that the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
- (1) **52.203-6**, Restrictions on Subcontractor Sales to the Government (SEP 2006), with Alternate I (OCT 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).
- (2) **52.203-13**, Contractor Code of Business Ethics and Conduct (OCT 2015) (41 U.S.C. 3509).
- (3) **52.203-15**, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)
- (4) **52.204-10**, Reporting Executive Compensation and First-Tier Subcontract Awards (OCT 2016) (Pub. L. 109-282) (31 U.S.C. 6101 note).
- (5) **[Reserved]**.
- (6) **52.204-14**, Service Contract Reporting Requirements (OCT 2016) (Pub. L. 111-117, section 743 of Div. C.);
- (7) **52.204-15**, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (OCT 2016) (Pub. L. 111-117, section 743 of Div. C.);
- (8) **52.209-6**, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (OCT 2015) (31 U.S.C. 6101 note).
- (9) **52.209-9**, Updates of Publicly Available Information Regarding Responsibility Matters (JUL 2013) (41 U.S.C. 2313).
- (10) **[Reserved]**.
- (11)(i) **52.219-3**, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).
- (ii) Alternate I (NOV 2011) of 52.219-3.
- (12)(i) **52.219-4**, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offer elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
- (ii) **Alternate I** (JAN2011) of 52.219-4.
- (13) **[Reserved]**
- (14)(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)
- (15)(i) **52.219-7**, Notice of Partial Small Business Set-Aside (JUN 2003) (15 U.S.C. 644).
- (ii) **Alternate I** (OCT 1995) of 52.219-7
- (iii) **Alternate II** (MAR 2004) of 52.219-7
- (16) **52.219-8**, Utilization of Small Business Concerns (NOV 2016) (15 U.S.C. 637 (d)(2) and (3)).
- (17)(i) **52.219-9**, Small Business Subcontracting Plan (JAN 2017) (15 U.S.C. 637 (d)(4)).
- (ii) **Alternate I** (NOV 2016) of 52.219-9
- (iii) **Alternate II** (NOV 2016) of 52.219-9
- (iv) **Alternate III** (JAN 2017) of 52.219-9
- (v) **Alternate IV**(JAN 2017) of 52.219-9
- (18) **52.219-13**, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).
- (19) **52.219-14**, Limitations on Subcontracting (JAN 2017) (15 U.S.C.637(a)(14)).
- (20) **52.219-16**, Liquidated Damages—Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- (21) **52.219-27**, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).
- (22) **52.219-28**, Post Award Small Business Program Representation (JUL 2013) (15 U.S.C. 632(a)(2)).
- (23) **52.219-29**, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (DEC 2015) (15 U.S.C. 637(m)).
- (24) **52.219-30**, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (DEC 2015) (15 U.S.C.637(m)).
- (25) **52.222-3**, Convict Labor (JUN 2003) (E.O. 11755).
- (26) **52.222-19**, Child Labor—Cooperation with Authorities and Remedies (OCT 2016) (E.O. 13126).
- (27) **52.222-21**, Prohibition of Segregated Facilities (APR 2015).
- (28) **52.222-26**, Equal Opportunity (SEP 2016) (E.O. 11246).
- (29) **52.222-35**, Equal Opportunity for Veterans (OCT 2015) (38 U.S.C. 4212).
- (30) **52.222-36**, Affirmative Action for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).
- (31) **52.222-37**, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).
- (32) **52.222-40**, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
- (33)(i) **52.222-50**, Combating Trafficking in Persons (MAR 2015) (22.U.S.C. chapter 78 and E.O. 13627).
- (ii) **Alternate I** (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

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___ (34) **52.222-54**, Employment Eligibility Verification (OCT 2015). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

X (35) **52.222-59**, Compliance with Labor Laws (Executive Order 13673) (Oct 2016). (Applies at \$50 million for solicitations and resultant contracts issued from October 25, 2016 through April 24, 2017; applies at \$500,000 for solicitations and resultant contracts issued after April 24, 2017.)

Note to paragraph (b) (35): By a court order issued on October 24, 2016, 52.222-59, is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, DoD, GSA, and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.

X (36) **52.222-60**, Paycheck Transparency (Executive Order 13673) (Oct 2016).

___ (37) (i) **52.223-9**, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

___ (ii) **Alternate I** (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

___ (38) **52.223-11**, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O.13693).

___ (39) **52.223-12**, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Conditioners (Jun 2016) (E.O. 13693). Air

___ (40)(i) **52.223-13**, Acquisition of EPEAT® -Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514)

___ (ii) **Alternate I** (Oct 2015) of 52.223-13.

___ (41)(i) **52.223-14**, Acquisition of EPEAT® -Registered Television (Jun 2014) (E.O.s 13423 and 13514).

___ (ii) **Alternate I** (Jun 2014) of 52.223-14.

___ (42) **52.223-15**, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C.8259b).

___ (43)(i) **52.223-16**, Acquisition of EPEAT® -Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).

___ (ii) **Alternate I** (Jun 2014) of 52.223-16.

X (44) **52.223-18**, Encouraging Contractor Policies to Ban Text Messaging while Driving (Aug 2011) (E.O. 13513).

___ (45) **52.223-20**, Aerosols (Jun 2016) (E.O. 13693).

___ (46) **52.223-21**, Foams (Jun 2016) (E.O. 13696).

___ (47) (i) **52.224-3**, Privacy Training (JAN 2017) (5 U.S.C. 552a).

___ (ii) **Alternate I** (JAN 2017) of 52.224-3.

___ (48) **52.225-1**, Buy American--Supplies (May 2014) (41 U.S.C. chapter 83).

___ (49) (i) **52.225-3**, Buy American--Free Trade Agreements--Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169,109-283, 110-138, 112-41, 112-42, and 112-43).

___ (ii) **Alternate I** (May 2014) of 52.225-3.

___ (iii) **Alternate II** (May 2014) of 52.225-3.

___ (iv) **Alternate III** (May 2014) of 52.225-3.

___ (50) **52.225-5**, Trade Agreements (Oct 2016) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

X (51) **52.225-13**, Restrictions on Certain Foreign Purchases (Jun 2008) (E.O.'s, proclamations, and administered by the Office of Foreign Assets Control of the Department of the Treasury) statutes

___ (52) **52.225-26**, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

___ (53) **52.226-4**, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

___ (54) **52.226-5**, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

___ (55) **52.232-29**, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C.4505), 10 U.S.C. 2307(f)).

___ (56) **52.232-30**, Installment Payments for Commercial Items (JAN 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

X (57) **52.232-33**, Payment by Electronic Funds Transfer— System for Award Management (Jul 2013) (31 U.S.C. 3332).

___ (58) **52.232-34**, Payment by Electronic Funds Transfer—Other Than System for Award Management (Jul 2013) (31 U.S.C. 3332).

___ (59) **52.232-36**, Payment by Third Party (May 2014) (31 U.S.C. 3332).

___ (60) **52.239-1**, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

___ (61) **52.242-5**, Payments to Small Business Subcontractors (JAN 2017) (15 U.S.C. 637(d) (12)).

___ (62) (i) **52.247-64**, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

___ (ii) **Alternate I** (Apr 2003) of 52.247-64.

(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) **52.222-17**, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495)
- ___ (2) **52.222-41**, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67.).
- ___ (3) **52.222-42**, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- ___ (4) **52.222-43**, Fair Labor Standards Act and Service Contract Labor Standards -- Price Adjustment (Multiple Year and Option Contracts) (May 2014) (29 U.S.C.206 and 41 U.S.C. chapter 67).
- ___ (5) **52.222-44**, Fair Labor Standards Act and Service Contract Labor Standards -- Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- ___ (6) **52.222-51**, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67).
- ___ (7) **52.222-53**, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67).
- ___ (8) **52.222-55**, Minimum Wages under Executive Order 13658 (Dec 2015) (E.O. 13658).
- ___ (9) **52.222-62**, Paid Sick Leave under Executive Order 13706 (JAN 2017) (E.O. 13706).
- (10) **52.226-6**, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792).
- ___ (11) **52.237-11**, Accepting and Dispensing of \$1 Coin (Sep 2008) (31 U.S.C. 5112(p)(1)).

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

- (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.
- (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
- (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of 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 (Oct 2015) (41 U.S.C. 3509).
- (ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
- (iii) 52.219-8, Utilization of Small Business Concerns (Nov 2016) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to

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small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
(iv) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (1) of FAR clause 52.222-17.

(v) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

(vi) 52.222-26, Equal Opportunity (Sep 2016) (E.O. 11246).

(vii) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).

(viii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

(ix) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).

(x) 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.

(xi) 52.222-41, Service Contract Labor Standards (May 2014), (41 U.S.C. chapter 67).

(xii) X (A) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).

____ (B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 E.O. 13627).

(xiii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67.)

(xiv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67)

(xv) 52.222-54, Employment Eligibility Verification (Oct 2015) (E. O. 12989).

(xvi) 52.222-55, Minimum Wages under Executive Order 13658 (Dec 2015).

(xvii) 52.222-59, Compliance with Labor Laws (Executive Order 13673) (Oct 2016) (Applies at \$50 million for solicitations and resultant contracts issued from October 25, 2016 through April 24, 2017; applies at \$500,000 for solicitations and resultant contracts issued after April 24, 2017).

Note to paragraph (e) (1)(xvii): By a court order issued on October 24, 2016, 52.222-59 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, DoD, GSA, and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.

(xviii) 52.222-60, Paycheck Transparency (Executive Order 13673) (Oct 2016).

(xvix) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

(xx)(A) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

(B) Alternate I (JAN 2017) of 52.224-3.

(xxi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xxii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxiii) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR 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)

ADDENDUM

Attachment to 52.212-5(e)(1):

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

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following clause in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

DFARS 252.247-7023, Transportation of Supplies by Sea (APR 2014)

(End of Addendum)

ADDENDUM

The following additional clauses are set forth in full text:

52.204-18 COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (JUL 2016)

(a) *Definition.* As used in this clause—

“Commercial and government Entity (CAGE) code” means—

(1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Commercial and Government Entity (CAGE) Branch to identify a commercial or Government entity, or

(2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support and Procurement Agency (NSPA) to entities located outside the United States and its outlying areas that the DLA Commercial and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as the NATO CAGE (NCAGE) code.

(b) Contractors shall ensure that the CAGE code is maintained throughout the life of the contract. For contractors registered in the System for Award Management (SAM), the DLA Commercial and Government Entity (CAGE) Branch shall only modify data received from SAM in the CAGE master file if the contractor initiates those changes via update of its SAM registration. Contractors undergoing a novation or change-of-name agreement shall notify the contracting officer in accordance with subpart 42.12. The contractor shall communicate any change to the CAGE code to the contracting officer within 30 days after the change, so that a modification can be issued to update the CAGE code on the contract.

(c) Contractors located in the United States or its outlying areas that are not registered in SAM shall submit written change requests to the DLA Commercial and Government Entity (CAGE) Branch. Requests for changes shall be provided at <https://cage.dla.mil>. Change requests to the CAGE master file are accepted from the entity identified by the code.

(d) Contractors located outside the United States and its outlying areas that are not registered in SAM shall contact the appropriate National Codification Bureau (points of contact available at <http://www.nato.int/structur/AC/135/main/links/contacts.htm>) or NSPA at <https://eportal.nspa.nato.int/AC135Public/scage/CageList.aspx>.

(e) Additional guidance for maintaining CAGE codes is available at <https://cage.dla.mil>.

(End of Clause)

52.204-7000 DISCLOSURE OF INFORMATION (OCT 2016)

(a) The Contractor shall not release to anyone outside the Contractor's organization any unclassified information, regardless of medium (e.g., film, tape, document), pertaining to any part of this contract or any program related to this contract, unless—

(1) The Contracting Officer has given prior written approval;

(2) The information is otherwise in the public domain before the date of release; or

(3) The information results from or arises during the performance of a project that involves no covered defense information (as defined in the clause at DFARS 252.204-7012) and has been scoped and negotiated by the contracting activity with the contractor and research performer and determined in writing by the contracting officer to be fundamental research (which by definition cannot involve any covered defense information), in accordance with National Security Decision Directive 189, National Policy on the Transfer of Scientific, Technical and Engineering Information, in effect on the date of contract award and the Under Secretary of Defense (Acquisition, Technology, and Logistics)

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memoranda on Fundamental Research, dated May 24, 2010, and on Contracted Fundamental Research, dated June 26, 2008 (available at DFARS PGI 204.4).

(b) Requests for approval under paragraph (a)(1) shall identify the specific information to be released, the medium to be used, and the purpose for the release. The Contractor shall submit its request to the Contracting Officer at least 10 business days before the proposed date for release.

(c) The Contractor agrees to include a similar requirement, including this paragraph (c), in each subcontract under this contract. Subcontractors shall submit requests for authorization to release through the prime contractor to the Contracting Officer.

(End of clause)

252.204-7009 LIMITATIONS ON THE USE OR DISCLOSURE OF THIRD-PARTY CONTRACTOR REPORTED CYBER INCIDENT INFORMATION (OCT 2016)

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

“Compromise” means disclosure of information to unauthorized persons, or a violation of the security policy of a system, in which unauthorized intentional or unintentional disclosure, modification, destruction, or loss of an object, or the copying of information to unauthorized media may have occurred.

“Controlled technical information” means technical information with military or space application that is subject to controls on the access, use, reproduction, modification, performance, display, release, disclosure, or dissemination. Controlled technical information would meet the criteria, if disseminated, for distribution statements B through F using the criteria set forth in DoD Instruction 5230.24, Distribution Statements on Technical Documents. The term does not include information that is lawfully publicly available without restrictions.

“Covered defense information” means unclassified controlled technical information or other information (as described in the Controlled Unclassified Information (CUI) Registry at

<http://www.archives.gov/cui/registry/category-list.html>) that requires safeguarding or dissemination controls pursuant to and consistent with law, regulations, and Governmentwide policies, and is—

- (1) Marked or otherwise identified in the contract, task order, or delivery order and provided to the contractor by or on behalf of DoD in support of the performance of the contract; or
- (2) Collected, developed, received, transmitted, used, or stored by or on behalf of the contractor in support of the performance of the contract.

“Cyber incident” means actions taken through the use of computer networks that result in a compromise or an actual or potentially adverse effect on an information system and/or the information residing therein.

“Information system” means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.

“Media” means physical devices or writing surfaces including, but is not limited to, magnetic tapes, optical disks, magnetic disks, large-scale integration memory chips, and printouts onto which covered defense information is recorded, stored, or printed within a covered contractor information system.

“Technical information” means technical data or computer software, as those terms are defined in the clause at DFARS 252.227-7013, Rights in Technical Data-Noncommercial Items, regardless of whether or not the clause is incorporated in this solicitation or contract. Examples of technical information include research and engineering data, engineering drawings, and associated lists, specifications, standards, process sheets, manuals, technical reports, technical orders, catalog-item identifications, data sets, studies and analyses and related information, and computer software executable code and source code.

(b) *Restrictions.* The Contractor agrees that the following conditions apply to any information it receives or creates in the performance of this contract that is information obtained from a third-party’s reporting of a cyber incident pursuant to DFARS clause 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting (or derived from such information obtained under that clause):

- (1) The Contractor shall access and use the information only for the purpose of furnishing advice or technical assistance directly to the Government in support of the Government’s activities related to clause 252.204-7012, and shall not be used for any other purpose.
- (2) The Contractor shall protect the information against unauthorized release or disclosure.

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(3) The Contractor shall ensure that its employees are subject to use and non-disclosure obligations consistent with this clause prior to the employees being provided access to or use of the information.

(4) The third-party contractor that reported the cyber incident is a third-party beneficiary of the non-disclosure agreement between the Government and Contractor, as required by paragraph (b)(3) of this clause.

(5) A breach of these obligations or restrictions may subject the Contractor to—

(i) Criminal, civil, administrative, and contractual actions in law and equity for penalties, damages, and other appropriate remedies by the United States; and

(ii) Civil actions for damages and other appropriate remedies by the third party that reported the cyber incident, as a third party beneficiary of this clause.

(c) *Subcontracts.* The Contractor shall include this clause, including this paragraph (c), in subcontracts, or similar contractual instruments, for services that include support for the Government's activities related to safeguarding covered defense information and cyber incident reporting, including subcontracts for commercial items, without alteration, except to identify the parties.

(End of clause)

252.211-7005 SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS (NOV 2005)

(a) *Definition.* "SPI process," as used in this clause, means a management or manufacturing process that has been accepted previously by the Department of Defense under the Single Process Initiative (SPI) for use in lieu of a specific military or Federal specification or standard at specific facilities. Under SPI, these processes are reviewed and accepted by a Management Council, which includes representatives of the Contractor, the Defense Contract Management Agency, the Defense Contract Audit Agency, and the military departments.

(b) Offerors are encouraged to propose SPI processes in lieu of military or Federal specifications and standards cited in the solicitation. A listing of SPI processes accepted at specific facilities is available via the Internet at http://guidebook.dcmam.mil/20/guidebook_process.htm (paragraph 4.2).

(c) An offeror proposing to use an SPI process in lieu of military or Federal specifications or standards cited in the solicitation shall

(1) Identify the specific military or Federal specification or standard for which the SPI process has been accepted;

(2) Identify each facility at which the offeror proposes to use the specific SPI process in lieu of military or Federal specifications or standards cited in the solicitation;

(3) Identify the contract line items, subline items, components, or elements affected by the SPI process; and

(4) If the proposed SPI process has been accepted at the facility at which it is proposed for use, but is not yet listed at the Internet site specified in paragraph (b) of this clause, submit documentation of Department of Defense acceptance of the SPI process.

(d) Absent a determination that an SPI process is not acceptable for this procurement, the Contractor shall use the following SPI processes in lieu of military or Federal specifications or standards:

(Offeror insert information for each SPI process)

SPI Process:

Facility:

Military or Federal Specification or Standard:

Affected Contract Line Item Number, Subline Item Number,

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Component, or Element:

(e) If a prospective offeror wishes to obtain, prior to the time specified for receipt of offers, verification that an SPI process is an acceptable replacement for military or Federal specifications or standards required by the solicitation, the prospective offeror

(1) May submit the information required by paragraph (d) of this clause to the Contracting Officer prior to submission of an offer; but

(2) Must submit the information to the Contracting Officer at least 10 working days prior to the date specified for receipt of offers.

(End of clause)

52.216-19 ORDER LIMITATIONS (OCT 1995)

(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.

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

(1) Any order for a single item in excess of \$1.75 Million (25% guaranteed minimum);

(2) Any order for a combination of items in excess of estimated contract maximum ceiling of \$10.5 Million (150% of estimated contract value of \$7 Million) or

(3) A series of orders from the same ordering office within 1 day that together call for quantities exceeding the limitation in subparagraph (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 day 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)

252.216-7006 ORDERING (MAY 2011)

(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 **TBD** through **TBD**.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c)(1) If issued electronically, the order is considered "issued" when a copy has been posted to the Electronic Document Access system, and notice has been sent to the Contractor.

(2) If mailed or transmitted by facsimile, a delivery order or task order is considered "issued" when the Government deposits the order in the mail or transmits by facsimile. Mailing includes transmittal by U.S. mail or private delivery services.

(3) Orders may be issued orally only if authorized in the schedule.

(End of Clause)

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52.216-22 INDEFINITE QUANTITY (OCT 1995)

- (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 contract expiration date.

(End of Clause)

52.216-9036 EVALUATION OF OFFERS - ECONOMIC PRICE ADJUSTMENT (FEB 2009)

- (a) Offers in response to solicitations will be evaluated without adding any amount for economic price adjustment unless the economic price adjustment (EPA) clause included in the solicitation provides for offerors to specify the portion of the contract price subject to EPA. In this case, the offered price(s) subject to the EPA clause will be adjusted to the maximum possible extent under the EPA using the price ceiling limitation provision of such clause for the basic contract plus all options covered by the evaluation. The resulting price(s) will be used for evaluation of offers.
- (b) If a successful offeror stipulates a lower maximum increase limitation than that included in the solicitation, it will be incorporated into the resulting contract.
- (c) Offers which (1) increase the maximum ceiling percentage specified in the solicitation, (2) stipulate a maximum decrease limit, or (3) delete or otherwise alter the economic price adjustment clause, will not be considered for award, unless the Contracting Officer determines that award on such basis is in the best interests of the Government and all Offerors are afforded an opportunity to offer on the same basis.

(End of 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), ALASKA, AND HAWAII (APR 2014)

- (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.

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(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 inter-division 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

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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

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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 prime vendor'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 [contracting officer fill in time] Eastern Time on [contracting officer fill in day], 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 [contracting officer fill in day] 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 [contracting officer fill in day]. 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.

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(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—

(i) Supplies for which the delivered price is not affected by such changes;

(ii) Changes in the quantities of materials; and

(iii) 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.

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(End of Clause)

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

- (a) The Government may extend the term of this contract by written notice to the Contractor within 3 days provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 51 months.

(End of Clause)

252.219-7003 SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS)—BASIC (DEVIATION 2016-O0009) (AUG 2016)

This clause supplements the Federal Acquisition Regulation 52.219-9, Small Business Subcontracting Plan, clause of this contract.

(a) *Definitions.* "Summary Subcontract Report (SSR) Coordinator," as used in this clause, means the individual who is registered in the Electronic Subcontracting Reporting System (eSRS) at the Department of Defense (9700) and is responsible for acknowledging receipt or rejecting SSRs in eSRS for the Department of Defense.

(b) Subcontracts awarded to workshops approved by the Committee for Purchase from People Who are Blind or Severely Disabled (41 U.S.C. 8502-8504), may be counted toward the Contractor's small business subcontracting goal.

(c) A mentor firm, under the Pilot Mentor-Protege Program established under section 831 of Public Law 101-510, as amended, may count toward its small disadvantaged business goal, subcontracts awarded to—

- (1) Protege firms which are qualified organizations employing the severely disabled; and
- (2) Former protege firms that meet the criteria in section 831(g)(4) of Public Law 101-510.

(d) The master plan is approved by the Contractor's cognizant contract administration activity.

(e) In those subcontracting plans which specifically identify small businesses, the Contractor shall notify the Administrative Contracting Officer of any substitutions of firms that are not small business firms, for the small business firms specifically identified in the subcontracting plan. Notifications shall be in writing and shall occur within a reasonable period of time after award of the subcontract. Contractor-specified formats shall be acceptable.

(f)(1) For DoD, the Contractor shall submit reports in eSRS as follows:

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(i) The Individual Subcontract Report (ISR) shall be submitted to the contracting officer at the procuring contracting office, even when contract administration has been delegated to the Defense Contract Management Agency.

(ii) To submit the consolidated SSR for an individual subcontracting plan in eSRS, the contractor shall identify the Government agency in Block 7 ("Agency to which the report is being submitted") by selecting "Department of Defense (DoD) (9700)" from the top of the second dropdown menu. The contractor shall not select anything lower.

(2) For DoD, the authority to acknowledge receipt or reject reports in eSRS is as follows:

(i) The authority to acknowledge receipt or reject the ISR resides with the contracting officer who receives it, as described in paragraph (f)(1)(i) of this clause.

(ii) The authority to acknowledge receipt or reject SSRs resides with the SSR Coordinator.

(End of clause)

252.225-7048 EXPORT CONTROLLED ITEMS (JUN 2013)

(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.

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(e) The Contractor shall include the substance of this clause, including this paragraph (e), in all subcontracts.

(End of clause)

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/these address(es):

- FAR: <https://www.acquisition.gov/far/index.html>;
- DFARS: <http://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html>
- DLAD: <http://www.dla.mil/Acquisition/Documents/DLAD%20Rev%205.htm>

The following additional clauses are incorporated by reference:

CLAUSE NUMBER	TITLE/DATE
52.203-3	Gratuities (APR 1984) FAR
252.203-7000	Requirements Relating to Compensation of Former DoD Officials (SEP 2011) DFARS
252.203-7002	Requirement to Inform Employees of Whistleblower Rights (SEP 2013) DFARS
252.203-7003	Agency Office of the Inspector General (DEC 2012) DFARS
52.204-9	Personal Identity Verification of Contractor Personnel (JAN 2011) FAR
52.204-21	Basic Safeguarding of Covered Contractor Information System (JUN 2016) FAR
252.204-7003	Control of Government Personnel Work Product (APR 1992) DFARS
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting (OCT 2016) DFARS
252.204-7014	Limitations on the Use or Disclosure of Information by Litigation Support Contractors (MAY 2016) DFARS
52.204-9000	Contractor Personnel Security Requirements (JUL 2015) DLAD
252.205-7000	Provision of Information to Cooperative Agreement Holders (DEC 1991) DFARS
52.208-9	Contractor Use of Mandatory Sources of Supply or Services (MAY 2014) FAR
252.209-7004	Subcontracting with Firms that are Owned or Controlled by the Government of a Country That is a State Sponsor of Terrorism (OCT 2015) DFARS
52.211-17	Delivery of Excess Quantities (SEP 1989) FAR
252.211-7003	Item Unique Identification and Valuation (MAR 2016) DFARS
252.225-7001	Buy American and Balance of Payments Program - Basic (DEC 2016) DFARS
252.225-7002	Qualifying Country Sources as Subcontractors (DEC 2016) DFARS
252.225-7012	Preference for Certain Domestic Commodities (DEC 2016) DFARS
252.226-7001	Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) DFARS
52.232-17	Interest (MAY 2014) FAR
52.232-39	Unenforceability of Unauthorized Obligations (JUN 2013) FAR
52.232-40	Providing Accelerated Payments to Small Business Subcontractors (Dec 2013) FAR
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports (JUN 2012) DFARS
252.232-7010	Levies on Contract Payments (DEC 2006) DFARS
252.232-7011	Payments in Support of Emergencies and Contingency Operations (MAY 2013) DFARS
52.242-13	Bankruptcy (JUL 1995) FAR
52.242-15	Stop Work Order (AUG 1989) FAR

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE300-17-R-0038	PAGE 34 OF 91 PAGES
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252.243-7002	Requests for Equitable Adjustment (DEC 2012) DFARS
252.244-7000	Subcontracts for Commercial Items (JUN 2013) DFARS
52.247-34	F.O.B. Destination (NOV 1991) FAR
252.247-7023 ALT I	Transportation of Supplies by Sea Alternate I (APR 2014) DFARS
52.251-1	Government Supply Sources (APR 2012) FAR
52.253-1	Computer Generated Forms (JAN 1991) FAR

(End of clause)

LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

(a) This solicitation / award consists of the following documents, exhibits, and other attachments:

ATTACHMENT	TITLE	DATE	NUMBER OF PAGES
1	NNE STATEMENT OF WORK	June 20, 2017	69
2	MARKET BASKET-PRICE PROPOSAL SHEET	June 2017	7 Tabs
3	NNE CATALOG	June 2017	24
4	AIR FORCE FOOD SPECIFICATION GUIDE	September 2009	47
5	ARMYS BUYER'S GUIDE	Version 10	88
6	JOINT SUBSISTENCE POLICY BOARD (JSPB) DOD MENU STANDARDS	December 2014	7
7	STORES-AMPS CUSTOMER VENDOR REQUEST	May 2016	21
8	EDI IMPLEMENTATION GUIDELINES FOR SUBSISTENCE PRIME VENDOR (STORES)	January 2014	50
9	FPCON	December 2006	50
10	DELIVERY POINTS SCHEDULES	June 2017	1 Tab
11	DLA INVOICE SUMMARY SHEET	June 2017	1 Tab
12	DLA QUOTE SHEET	June 2017	1 Tab

(End of attachments)

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SOLICITATION PROVISIONS**52.212-1 Instructions to Offerors -- Commercial Items (Jan 2017)**

(a) *North American Industry Classification System (NAICS) code and small business size standard.* The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) *Submission of offers.* Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show --

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) "Remit to" address, if different than mailing address;
- (8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(b) for those representations and certifications that the offeror shall complete electronically);
- (9) Acknowledgment of Solicitation Amendments;
- (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
- (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) *Period for acceptance of offers.* The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) *Product samples.* When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) *Multiple offers.* Offerors are encouraged to submit multiple offers presenting alternative terms and conditions, including alternative line items (provided that the alternative line items are consistent with subpart 4.10 of the Federal Acquisition Regulation), or alternative commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) *Late submissions, modifications, revisions, and withdrawals of offers.*

- (1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)

- (i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will

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not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and—

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) *Contract award (not applicable to Invitation for Bids)*. The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) *Multiple awards*. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation.

(1)

(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--

GSA Federal Supply Service Specifications Section
Suite 8100
470 L'Enfant Plaza, SW
Washington, DC 20407
Telephone (202) 619-8925
Facsimile (202) 619-8978).

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(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites--

(i) ASSIST (<https://assist.dla.mil/online/start/>).

(ii) Quick Search (<http://quicksearch.dla.mil/>).

(iii) ASSISTdocs.com (<http://assistdocs.com>).

(3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by—

(i) Using the ASSIST Shopping Wizard (<https://assist.dla.mil/wizard/index.cfm>);

(ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST;
or

(iii) Ordering from DoDSSP, Building 4 Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697/2197, Facsimile (215) 697-1462.

(4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) *Unique entity identifier.* (Applies to all offers exceeding \$3,500, and offers of \$3,500 or less if the solicitation requires the Contractor to be registered in the System for Award Management (SAM) database.) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "Unique Entity Identifier" followed by the unique entity identifier that identifies the Offeror's name and address. The Offeror also shall enter its Electronic Funds Transfer (EFT) indicator, if applicable. The EFT indicator is a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the Offeror to establish additional SAM records for identifying alternative EFT accounts (see subpart 32.11) for the same entity. If the Offeror does not have a unique entity identifier, it should contact the entity designated at www.sam.gov for unique entity identifier establishment directly to obtain one. The Offeror should indicate that it is an offeror for a Government contract when contacting the entity designated at www.sam.gov for establishing the unique entity identifier.

(k) *System for Award Management.* Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the SAM database accessed through <https://www.acquisition.gov>.

(l) *Debriefing.* If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(2) The overall evaluated cost or price and technical rating of the successful and debriefed offeror and past performance information on the debriefed offeror.

(3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(4) A summary of rationale for award;

(5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of Provision)

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ADDENDUM

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

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

Submit signed and dated offers as specified on Block 9 of the solicitation on or before the exact due date/local time as specified on Block 8 of the solicitation. Email or Facsimile offers are NOT authorized for the initial closing in this solicitation. Offers shall be prepared in accordance with, and include the information detailed at Instructions for Proposals found on paragraph (m) below. As directed by the Contracting Officer, facsimile and/or e-mail may be used during discussions/negotiations, if discussions/negotiations are held, for proposal revision(s), including Final Proposal revision(s). The Government will not be responsible for any failure attributable to the transmission or receipt of the facsimile and/or email.

Paragraph (c), *Period for Acceptance of Offers.*

Period of acceptance is 210 calendar days.

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

Alternate offers may not be considered for award on this acquisition. Offerors may take exception to the solicitation's requirements and present alternative terms and conditions. However, if such exception(s) or alternative terms and conditions are deemed unacceptable, the offeror's proposal may be eliminated from further consideration for award.

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.

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

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

Add: Paragraph (m), *Instructions for Proposals.*

INSTRUCTIONS FOR PROPOSALS

I. GENERAL INFORMATION

A. The Government will utilize the Best Value Trade Off 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 based on technical factors, past performance, and price 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 Business Proposal shall be submitted as detailed below.

B. Your Non-Price Proposal and Business 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 Business Proposal. Proposals will be evaluated in accordance with the factors listed in the solicitation. The rating methodology for the Non-Price Proposal will be adjectival, i.e., Outstanding, Good, Acceptable, Marginal, and Unacceptable for Section A., Technical Factors. For Section B., Past Performance, recency, relevancy, and quality will be evaluated to establish a performance confidence assesment rating of Substantial Confidence, Satisfactory Confidence, Limited Confidence, No Confidence, or Neutral Confidence.

Volume	Title	No. of Copies
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I.	Non-Price Proposal	1 hard copy, 1 PDF copy and 1 CD containing the volume in an editable Microsoft Word format.
II.	Business Proposal	1 hard copy, 1 PDF copy and 1 CD containing the volume in an editable Microsoft Excel format.

Evaluations for each volume of the proposal will be performed exclusive of one another. Therefore, the Non-Price Proposal shall contain no reference to business/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 Business Proposal should not address information requested under an element listed as a non-price factor. Pricing information shall only be contained in Volume II, Business Proposal. Each volume shall be bound separately and labeled accordingly.

Proposals will be evaluated based on technical factors, past performance, and price in accordance with the evaluation criteria outlined in provision FAR 52.212-2(a) addendum 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.

C. 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.

D. 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.

E. **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, provisions, clauses, or any other requirements 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) are deemed unacceptable, the offeror's proposal may be eliminated from further consideration for award.

II. SUBMISSION REQUIREMENTS

1. VOLUME I : NON-PRICE PROPOSAL

NOTE: Electronic copies of Non-Price Proposals shall be submitted in Microsoft Word and 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 AS A FULL-LINE DISTRIBUTOR OF FOODS AND OPERATING SUPPLIES FOR INSTITUTIONAL FEEDING

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/stock keeping units (SKUs) in stock and provides multiple deliveries per week to various customers.

The offeror shall provide the place(s) of performance and the following information from three (3) years prior to solicitation closing date. The offeror describe its overall extent of experience as a full-line distributor of foods and operating supplies for institutional feeding.

The following information must be provided separately for each place of performance. In addition, the offeror must specify which delivery locations will be supported by each place of performance:

1. The annual sales dollar amount.
2. The average number of customers currently serviced as a full-line distributor of foods and operating supplies for institutional feeding per week.
3. The average number of delivery stops (i.e. delivery stops are individual delivery points receiving supplies under delivery orders) made per week.
4. The approximate total number of line items/SKUs currently stocked for delivery. A complete listing of all line items/SKUs must be provided with clear item descriptions that adequately identify each product. Please annotate any items that are not compliant with the Berry Amendment, 10 U.S.C. 2533a, as implemented by DFARS subpart 225.70, or are proprietary to other specific customer accounts.

NOTE: No change in the places(s) of performance shall be permitted between the closing date of the solicitation and the award date except where time permits and then only upon receipt of the Contracting Officer's written approval. Any change in the place(s) of performance cited in this offer and in any resulting contract is prohibited unless it is specifically approved in advance by the Contracting Officer at no additional charge to the Government.

FACTOR II – RESOURCE AVAILABILITY (Cash Flow, Warehouse Capacity, Equipment, and Personnel)

1. The offeror must describe its financial capability to perform during contract implementation period and throughout the life of a resultant contract (i.e., bank commitment letter, financial strength of your firm, etc.). If additional finances will be required, discuss the intended method and the lead time required to obtain.
2. The offeror will discuss how it intends to meet the quantity demand requirements of this solicitation in terms of the size of your facilities. State your current warehouse capacity for frozen, chilled, and dry storage that will be available for use to fulfill the requirements of this solicitation. Please state the current capacity and how much additional capacity will be available to fulfill the requirements of this solicitation. Provide clearly marked photographs of each warehouse and a diagram of the layout.
3. The offeror will discuss in detail any proposed upgrades which will be necessary in support of their warehouse facilities. The offeror will provide detailed information and specific timelines regarding its need to upgrade their proposed warehouse facilities to meet solicitation requirements; i.e., food storage (racking/material handling equipment/etc.), food defense (fencing/lighting/security cameras/etc.), quality control, etc.
4. The offeror must identify the quantity, type and location of the distribution equipment resources (i.e., trucks, material handling equipment, etc.) that it will utilize to meet the requirements of this solicitation. For each item, identify if it is leased or owned. For leased equipment, provide a copy of the lease agreement or memorandum of understanding. If additional equipment/resources will be required to handle the proposed contract, discuss the intended method and the lead-time required to obtain. Identify your plan for maintaining and servicing the vehicles and equipment.
5. The offeror will identify all key point of contact personnel that will be used during the implementation period and performance of the contract to ensure the requirements of the Statement of Work are fully executed. Please identify each key point of contact person, his or her experience managing large foodservice contracts, including, but not limited to, ordering, payment, and reporting, his or her title, his or her roles and responsibilities as it relates to the Statement of Work and the number of hours per

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week that each key point of contact person will be devoted to the stated roles. Quality Assurance and Small Business personnel, as identified in other factors, should be listed in this factor. The offeror will identify if new personnel will have to be hired as a result of receiving the contract and the timeframe required to hire each new employee and fully train him or her. Backup personnel should be identified for each role.

NOTES:

If more than one facility will be used to store and/or distribute product, this must be clearly indicated in the Non-Price Proposal for this factor, and the information requested above must be submitted for each entity.

If necessary, DLA Troop Support may utilize the Defense Contract Management Agency (DCMA) for review, including a review of financial capability.

FACTOR III – QUALITY CONTROL, ASSURANCE AND WAREHOUSE MANAGEMENT SYSTEM (WMS) PROCEDURES

1. Identify and discuss the automated Warehouse Management System (WMS) that will be used in the performance of the proposed contract. Describe how the warehouse management system(s) is used to assure that the correct items, in the correct quantities, with adequate shelf-life remaining, are picked and shipped for delivery. Include a thorough discussion of the inventory control system to include how it relates to receipts, storage and outbound movement/delivery of products. Include in the discussion how the system operates to identify low and depleted items that will ensure the reordering of items will be restocked in a timely manner.

2. Discuss the quality control procedures to be used under proposed contract. Describe how the quality control/assurance procedures are used to assure that the correct items, in the correct quantities, with adequate shelf-life remaining, are picked and shipped for delivery. Include in your discussion the procedures used during purchase, receipt, storage and outbound movement/delivery of product as well as proper temperature control. Include in the discussion the procedures used to control shelf life and proper shelf life dating for normally inventoried items. Discuss the procedures and methods used to ensure the correct open "Date of Pack" designation is used on case labels. Discuss what procedures will be used to ensure that shipped product(s) meet the "minimum shelf-life remaining" requirements of the Statement of Work. 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.

3. Discuss your firm's inventory rotation methods, monitoring procedures, methodology of identifying and correcting discrepancies in inventory management and order preparation.

4. Identify the position of the person that will be assigned the responsibility for ensuring quality procedures are monitored and the authority they will have to make decisions.

NOTE: If more than one facility will be used to store and/or distribute product, this must be clearly indicated in the Non-Price Proposal for this factor, and the information requested above must be submitted for each entity.

FACTOR IV - 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 March 11, 2016 is available at:

http://www.dla.mil/Portals/104/Documents/TroopSupport/Subsistence/FoodSafety/FoodQuality/food_defense_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

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- 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 V- SURGE & SUSTAINMENT

The offeror shall submit a Capability Assessment Plan (CAP) that describes the method and capability to meet the contract maximum/ceiling identified in this solicitation. The CAP must show how the 150% ceiling will be supported. This demand level is indicative of the requirements that could be submitted during a surge/sustainment event. The offeror must address the amount of increased demands that can be handled for surge (first 15 days) and identify the length of time the offeror would require to ramp up. The offeror 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.

As outline in Procurement Note L21, Surge and Sustainment, in solicitation:

The CAP must—

- (1) Outline the offeror's method of addressing the S&S requirements, whether defined as a percentage of annual demands or by individual line items. If the S&S quantity or delivery requirements cannot be met, the offeror must identify the shortfall and provide the best value solutions to include a proposed strategy to offset the shortfall.
- (2) Describe how the offeror will reduce peacetime production lead times by 50% to meet S&S requirements.
- (3) Provide letters of commitment or other agreements from suppliers and service providers (e.g., additional equipment or warehouse space) confirming they can meet S&S requirements.
- (4) Provide a plan to continue operations from an alternate facility in the event the primary facility is damaged or otherwise unable to operate at full capacity.
- (5) Identify competing priorities for the same resources, and ensure that meeting surge delivery requirements is independent of any other contracts or production requirements.
- (6) Identify the lead time for providing required S&S capability.
- (7) If applicable, include an exit strategy describing how to transition and ramp-down S&S assets and any Government investment.

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 plan of action for each facility must be submitted.

FACTOR VI – SMALL BUSINESS EFFORT

A. Extent of Participation

Firms shall state whether they are a LARGE or SMALL business (see FAR 19.102) .

Both large and small business offerors must indicate what portion of the proposal will be subcontracted to both Large Business (LB) and Small Business (SB). Under the portion to be subcontracted to Small Business, each subcategory (i.e, Small Business, Small Disadvantaged Business (SDB), Women- Owned

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Small Business (WOSB), Veteran-Owned Small Business (VOSB), Service-Disabled Veteran-Owned Small Business (SDVOSB), and HUBZone Small Business (HZSB) concerns) must address goals in terms of percentages and total dollars. This information must be provided for the base and option periods.

See FAR 2.101 and FAR 19.102 for small business definitions size standards.

The percentages shall be formulated using the total to be subcontracted (i.e., both large and small business total dollars) as the divisor. The offeror must describe the proposed SB, SDB, WOSB, VOSB, SDVOSB, and HZSB concerns' participation in the performance of this contract at the contractor, subcontractor, and product supplier levels.

These figures shall pertain to the proposed acquisition only. These figures shall represent what percentage/dollar value of products are to be supplied under this contract by a SB, SDB, WOSB, VOSB, SDVOSB, and HZSB manufacturer, grower, or private label holder.

The Prime Vendor will obtain at least 21.26% of the supplies for proposed contract from all SB firms (vs. LB firms). Within the subcategories, the Prime Vendor will obtain the minimum percentage for the following goals: 4.26% from SB; 5% from SDB; 5% from WOSB; 3% from SDVOSB firms; 3% from HZSB firms and 1% from VOSB firms

NOTE: If more than one facility will be used to store or distribute product, this must be clearly indicated in the Non-Price Proposal for this factor, and the information requested above must be submitted for each entity.

Example and Format. The following is the preferred format for the submission of small business data.

	Dollars	Percent
Total Contract Price:	\$1,000,000.00	100.00%
Total to be Sourced from Large Business:	\$787,400.00	78.74%
To Small Business:	\$212,600.00	21.26%
SB:	\$42,600.00	4.26%
SDB:	\$50,000.00	5.00%
WOSB:	\$50,000.00	5.00%
SDVOSBB:	\$30,000.00	3.00%
HZSB:	\$30,000.00	3.00%
VOSB:	\$10,000.00	1.00%

Notes:

When calculating figures for the chart above, the business size of the manufacturer, grower, private label holder is to be considered, NOT the business size of the broker/agent that may have supplied the product to the Prime Vendor.

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If the offeror is a SB, SDB, VOSB, SDVOSB, WOSB or HUBZone and is considered the manufacturer of a product(s), the offeror may include its dollar value for this product(s) as part of the subcontracting goals proposed for this acquisition.

Performance on prior contracts in subcontracting with and assisting SB, SDB, VOSB, SDVOSB, WOSB or HUBZone firms will be part of past performance evaluation.

B. Organizational Efforts

The offeror shall describe the efforts it will make to ensure that SB, SDB, WOSB, VOSB, SDVOSB, and HZSB concerns will have an equitable opportunity to compete for subcontracts or as product suppliers on this acquisition. The offeror shall describe its willingness and any plans it has to develop additional opportunities for SB, SDB, WOSB, VOSB, SDVOSB, and HZSB concerns.

The offeror must furthermore identify the employee(s) responsible for ensuring that an equitable opportunity is afforded to the SB, SDB, WOSB, VOSB, SDVOSB, and HZSB firms to compete for contracts or supplier selection.

The offeror shall be required to cooperate in studies or surveys in order to allow the Government to determine the extent of subcontracting opportunities identified for this acquisition.

The offeror is to demonstrate a knowledge of, and more preferably a working relationship with local, state, and/or federal organizations whose mission it is to promote SB, SDB, WOSB, VOSB, SDVOSB, and HZSB firms.

Note: Large business offerors are also required to submit the SB, SDB, WOSB, VOSB, SDVOSB, and HZSB Subcontracting plan information as required by Clause 52.219-9, "Small Business Subcontracting Plan" in addition to the information that is a requirement of this section of the proposal. The subcontracting plan required by the FAR clause can incorporate all costs, direct and indirect, associated with this proposal. If an individual contract Subcontracting Plan is submitted, the plan must contain separate SB, SDB, WOSB, VOSB, SDVOSB, and HZSB subcontracting percentages and dollar levels for the base year as well as each option year.

SECTION B – PAST PERFORMANCE

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 period of July 1, 2014 through solicitation closing date. The offeror will describe its overall extent of experience 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). Offerors who have performed on a DLA Troop Support Subsistence Prime Vendor contract(s) within the time period stated above shall include the DLA Troop Support contract(s) among the referenced contracts/accounts. These DLA contracts shall be included in the three (3) to five (5) contracts requested. 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. These other federal contracts may be in addition to the three (3) to five (5) contracts requested, but shall not exceed three (3) additional contracts.

The following information is required for all of the contracts or customer accounts submitted during the timeframe from July 1, 2014 through solicitation closing date.

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

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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
Annual Fill Rate without substitutions
Annual Socioeconomic performance (goals and actuals)

NOTE: If more than one facility will be used to store and/or distribute product, this must be clearly indicated in the Non-Price Proposal for this factor, and the information requested above must be submitted for each entity.

VOLUME II: BUSINESS PROPOSAL

I. PRICE PROPOSAL

The price proposal shall be submitted utilizing the Solicitation Price Proposal Workbook Spreadsheets ("Spreadsheet") prepared for this solicitation under Attachment no. 2, Market Basket- Price Proposal Sheet. **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.**

Complete the spreadsheet proposal for the Northern New England items in the Market Basket. The Market Basket is a subset of the entire catalog and it includes all items with significant usage. The complete catalog is provided as Attachment 3- Catalog. The successful awardee must add all items contained in the complete catalog, and in the Market Basket, to the initial contract catalog in accordance with section VII.2. A. Catalog Changes in the Statement of Work.

Each firm must submit their completed spreadsheets in a working Microsoft Excel format on a CD for the 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.

Pricing shall be offered in accordance with the pricing provisions of the solicitation.

Offered pricing that is submitted using the DLA Troop Support Quote Spreadsheet must be within 45 days prior to the closing date of the solicitation. The quote spreadsheet(s) must be signed by the manufacturer/supplier/private label/redistributor.

Offered pricing that is submitted using the DLA Troop Support Invoice Summary Spreadsheet must be dated within 90 days of solicitation closing date. Offered pricing should reflect the most recent manufacturer/grower/private label holder/redistributor 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. If the date of the invoice is longer than 90 days from the solicitation closing date, an explanation should be provided. The invoice spreadsheet(s) must be signed by the offerer.

The Price Proposal workbook consists of seven tabs: "TOTALS," "ITEM INFORMATION," "DISTRIBUTION," "ALTERNATE," "NAPA," "REBATES DISCOUNTS DEVIATION," and "ITEM PRICING."

1. The TOTALS tab displays a chart calculating the offeror's Final Aggregate Total, pulling information from the Item Pricing tab, which includes entered Distribution Prices.
2. The ITEM INFORMATION tab lists each market basket item along with demand data, measured in an applicable Evaluation Unit of Measure ('EVAL UoM').

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3. The DISTRIBUTION tab lists the 38 Distribution Categories along with a corresponding field to propose a Distribution Price for each. Each market basket item is assigned a Distribution Price Category in the ITEM INFORMATION Tab.

4. The ALTERNATE tab is to be completed if the offer is not providing the exact item in the market basket.

5. The NAPA tab is pre-populated by DLA Troop Support. It contains all market basket items and identifies those items with a NAPA allowance as of APRIL 2017.

6. The REBATES DISCOUNTS DEVIATIONS tab is to be completed by the offeror to include all rebates/discounts/deviations being offered.

7. The ITEM PRICING tab lists each market basket item along with pricing fields.

C. 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 and DLA Quote Sheet/Invoice Summary Sheet for each market basket item.

NOTES:

1. The offeror shall not add any columns or rows, or otherwise modify any cell positions in any of the solicitation Price Proposal spreadsheets.

2. All cells highlighted in "yellow" shall be filled in by the offeror.

TOTALS TAB:

This Tab includes fields pre-populated by DLA Troop Support, one field 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:

D7 BASE PERIOD LENGTH
D12 OPTION PERIOD 1 LENGTH
D18 FINAL AGGREGATE (BASE +OPTIONS)

The Offeror shall complete the following field:

K7 Offeror Name

The following Fields contain formulas that calculate the Aggregate Totals:

F7 Offeror's Adjusted Base Aggregate Total
F12 Offeror's Aggregate Total for Option Period 1
F18 Offeror's Final Aggregate Total (Base + Options)

ITEM INFORMATION TAB:

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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 as identified below. The Offeror shall complete the fields as identified below.

- A. LINE ITEM – (DLA Troop Support fill in) The line number which will identify each item in the Market Basket.
 - B. STOCK/LSN # – (DLA Troop Support fill in) Local Stock Number (LSN) requirement. DLA's stock number which is on the current contract.
 - C. ITEM DESCRIPTION – (DLA Troop Support fill in) DLA's item description which is on the current contract.
 - D. GRADE/TRAIT – (Offeror fill in) This is additional information to clarify item description.
 - E. CURRENT BRAND – (Both DLA Troop Support and Offeror fill in) The brand of the item. If the block is highlighted yellow, the offeror must fill in the brand you are providing. If the block is not highlighted, this indicates that the customer is currently using this brand. If providing an alternate brand/item, see NOTE below.
 - F. MANUFACTURER SKU – (Both DLA Troop Support and Offeror fill in) The Manufacturer Stock Keeping Unit (SKU) for the proposed item. If the block is highlighted yellow, the offeror must fill in the SKU you are providing. If the block is not highlighted, this indicates that the customer is currently using this SKU. If providing an alternate see NOTE below.
 - G. ALTERNATE Y OR N? - (Offeror fill in) Indicate if you are offering an alternate item, to include brand, size, pack, etc.
- NOTE: Alternate brands/items may be offered. If you are offering an alternate brand/item, leave fields E and F blank and enter the information on the "ALTERNATE TAB."
- H. CURRENT WAREHOUSE ITEM? Y OR N? (Offeror fill in) Indicate whether or not the item is currently in stock.
 - I. DISTRIBUTION PRICE CATEGORY NUMBER – (DLA Troop Support fill in) The distribution category to which the market basket item belongs. The government will entertain discussion concerning the assignment of the Distribution Price Category Number; however, the government reserves the right to all final assignments.
 - J. DISTISTRIBUTION CATEGORY UNIT OF MEASURE (UoM) – (DLA Troop Support fill in) The unit of measure of the distribution price; ex. Protein items are priced per pound; spices are priced per case or each; grocery and frozen (most items) are priced per case. See Distribution tab.
 - K. UNADJUSTED ANNUAL QTY (BASED ON DIST. CATEGORY UoM) – (DLA Troop Support fill in) Annual demand quantities, based on the Distribution Category UoM, for the market basket items.
 - L. ANNUAL QUANTITY - ADJUSTED FOR OFFERED EVALUATION UNIT - (DLA Troop Support fill in) Annual demand quantities, based on the Distribution Category UoM, for the market basket items. 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.
 - M. EVALUATION UNIT OF MEASURE (UoM) – (DLA Troop Support fill in) Unit used for evaluation purposes on each line item.
 - N. HISTORIC EVALUATION UNITS PER CASE – (DLA Troop Support fill in) The number of units contained in the case as currently purchased by DLA Troop Support. For meat items, this will be the number of pounds in a case.
 - O. OFFERED EVALUATION UNITS PER CASE – (Offeror fill in) The number of units contained in the case as identified by the offeror. 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. If offering a different unit, column L will be adjusted.
 - P. REBATE/DISCOUNT/DEVIATION PROVIDED (Y/N) – (Offeror fill in) Mark with a Y for Yes if a Rebate/Discount/Deviation is provided. Alternatively, mark with an N for No if a Rebate/Discount/Deviation is not provided. IT IS THE OFFEROR'S

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RESPONSIBILITY TO CONTACT THE MANUFACTURER'S GOVERNMENT/MILITARY POC TO SEE WHETHER SUCH REBATES/DISCOUNTS/DEVIATIONS EXISTS.

Q. NO. OF DAYS FIRST MILITARY REBATE/DISCOUNT/DEVIATION IS VALID: (Offeror fill in) The number of days that an offered rebate/discount/deviation is valid. This field must be completed only if column P is marked with a Y. PLEASE NOTE: Any rebate/discount/deviation offered must be valid starting with the first delivery order. The first delivery order starts after implementation period is complete.

R. NO. OF DAYS FIRST OTHER REBATE/DISCOUNT/DEVIATION IS VALID: (Offeror fill in) The number of days that an offered rebate/discount/deviation is valid. This field must be completed only if column P is marked with a Y. PLEASE NOTE: Any rebate/discount/deviation offered must be valid starting with the first delivery order. The first delivery order starts after implementation period is complete.

NOTE: Rebates/discounts/deviations may run concurrently or sequentially. The offeror must clearly state terms and conditions on the quote/invoice summary sheet.

DISTRIBUTION TAB:

This TAB is the offeror's distribution prices for each category. It 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 as explained below. The Offeror shall complete the fields highlighted in yellow on the spreadsheet.

A. This column is blank.

B. CATEGORY NUMBER – (DLA Troop Support fill in) The category number which will identify each item in the Market Basket.

C. CATEGORY DESCRIPTION – (DLA Troop Support fill in) This is the description of each category number.

D. NUMBER ITEMS IN CATEGORY – (DLA Troop Support fill in) This is how many items currently in the market basket in this category.

E. UNIT OF MEASURE – (DLA Troop Support fill in) This is the measurement of each item in the market basket (CS, LB, etc)

F. OFFERED BASE DISTRIBUTION PRICE – (Offeror fill-in) This is the Distribution Price being offered for the corresponding distribution category in Column C for the base period.

G. OFFERED OPTION 1 DISTRIBUTION PRICE – (Offeror fill-in) This is the Distribution Price being offered for the corresponding distribution category in Column C for Option Period 1.

H. This column is blank.

I. ANNUAL QUANTITY (ADJUSTED) IN UNIT OF MEASURE – (DLA Troop Support fill in) This is the annual quantity from column L in the "Item Information Tab".

J. BASE AGGREGATE DISTRIBUTION TOTAL- (DLA Troop Support Formula) This is the total distribution amount for the entire base period for each item in the market basket.

K. OPTION 1 AGGREGATE DISTRIBUTION TOTAL- (DLA Troop Support Formula) This is the total distribution amount for the entire Option Period 1 for each item in the market basket.

ALTERNATE TAB:

This TAB includes fields pre-populated by DLA Troop Support, fields to be populated by the offeror, and fields that are pre-populated based on the offeror's submission. DLA Troop Support populated fields are identified below. The Offeror shall complete the fields as identified below.

A. LINE ITEM – (DLA Troop Support fill in) The line number which will identify each item in the Market Basket.

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- B. STOCK/LSN # – (DLA Troop Support formula) Local Stock Number (LSN) requirement. DLA's stock number which is on the current contract. This will be pulled from "Item Information" Tab, Column B.
- C. ITEM DESCRIPTION – (DLA Troop Support formula) DLA's item description which is on the current contract. This description will be pulled from "Item Information" Tab, Column C.
- D. ALTERNATE ITEM? - (DLA Troop Support formula) Pre-populated field based on Offeror's entry from "Item Information Tab", Column G.
- E. ALTERNATE BRAND – (Offeror fill in) Indicate the brand you are offering.
- F. ALTERNATE DESCRIPTION – (Offeror fill in) Provide the alternate item description.
- G. ALTERNATE MANUFACTURER SKU – (Offeror fill in) Provide the Manufacturer Stock Keeping Unit (SKU) for the item being offered.

NAPA TAB:

This TAB is pre-populated by DLA Troop Support. It contains all market basket items with a NAPA allowance as of APRIL 2017.

- A. A LINE ITEM – (DLA Troop Support fill in) The line number which will identify each item in the Market Basket.
- B. STOCK/LSN # – (DLA Troop Support formula) Local Stock Number (LSN) requirement. DLA's stock number which is on the current contract. This will be pulled from "Item Information" Tab, Column B.
- C. ITEM DESCRIPTION – (DLA Troop Support formula) DLA's item description which is on the current contract. This description will be pulled from "Item Information" Tab, Column C.
- D. NAPA DISCOUNT– APRIL 2017 list.
- E. ALLOWANCE UOM - Unit of Measure that NAPA discount is based on.

REBATES DISCOUNTS DEVIATIONS TAB:

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 identified below. The Offeror shall complete the fields as identified below.

- A. LINE ITEM – (DLA Troop Support fill in) The line number which will identify each item in the Market Basket.
- B. STOCK/LSN # – (DLA Troop Support formula) Local Stock Number (LSN) requirement. DLA's stock number which is on the current contract. This will be carried forward from "Item Information" Tab, Column B.
- C. ITEM DESCRIPTION – (DLA Troop Support formula) DLA's item description which is on the current contract. This description will be carried forward from "Item Information" Tab, Column C.
- D. EVALUATION UNIT OF MEASURE (UoM) – (DLA Troop Support formula) Unit used for evaluation purposes on each line item. This unit will be carried forward from "Item Information" Tab, Column M.
- E. OFFERED EVALUATION UNITS PER CASE – (DLA Troop Support formula) The number of units contained in the case as identified by the offeror. This is the number of pounds (LB) per case, each (EA) per case, etc. This number will be carried forward from "Item Information" Tab, Column O.
- F. DISTRIBUTION CATEGORY UNIT OF MEASURE – (DLA Troop fill in) This is the measurement of each item in your market basket (CS, LB, etc). This item will be carried forward from "Item Information" Tab, Column J.
- G. NO. OF DAYS FIRST MILITARY REBATE/DISCOUNT/DEVIATION IS VALID: (DLA Troop Support formula) The number of days that an offered rebate/discount/deviation is valid. This number will be carried forward from "Item Information" Tab, Column Q.

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- H. FIRST MILITARY REBATE/DISCOUNT/DEVIATION- (Offeror fill-in) The amount of any government or military-specific rebate/discount/deviation under this acquisition, excluding the NAPA discount.
- I. FIRST MILITARY REBATE/DISCOUNT/DEVIATION UNIT OF MEASURE (UOM) – (Offeror fill-in) Offeror needs to enter the UOM of the discount.
- J. NO. OF DAYS FIRST OTHER REBATE/DISCOUNT/DEVIATION IS VALID: (DLA Troop Support formula) The number of days that an offered rebate/discount/ deviation is valid. This number will be carried forward from “Item Information” Tab, Column R.
- K. FIRST OTHER REBATE/DISCOUNT/DEVIATION- (Offer fill-in) The amount of any other specific rebate/discount/deviation under this acquisition, excluding the NAPA discount.
- L. FIRST OTHER REBATE/DISCOUNT/DEVIATION UNIT OF MEASURE (UOM) – (Offeror fill-in) Offeror needs to enter the UOM of the discount.
- M. FIRST MILITARY REBATE/DISCOUNT/DEVIATION (Based on Distribution Category UoM) – (DLA Troop Support Formula) The amount of any government or military-specific rebate/discount/deviation under this acquisition, excluding the NAPA discount, converted to Distribution Category UoM. This number will populate to the ITEM PRICING sheet (Columns K and AI).
- N. FIRST OTHER REBATE/DISCOUNT/DEVIATION- (Based on Distribution Category UoM) (DLA Troop Support Formula) The amount of any other specific rebate/discount/deviation under this acquisition, excluding the NAPA discount, converted to Distribution Category UoM. This number will populate to the ITEM PRICING sheet (Columns L and AJ).

ITEM PRICING TAB:

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 as identified below. The Offeror shall complete the fields as identified below.

NOTE: This ITEM PRICING TAB allows for one (1) military discount (Column K) and one (1) other discount (Column L). If there are more discounts offered, additional columns can be added to the spreadsheet by DLA Troop Support based on the information provided on the Quote Sheet or Invoice Summary Sheet.

- A. LINE ITEM – (DLA Troop Support fill in) The line number which will identify each item in the Market Basket.
- B. STOCK/LSN # – (DLA Troop Support formula) Local Stock Number (LSN) requirement. DLA’s stock number which is on the current contract. This will be carried forward from “Item Information” Tab, Column B.
- C. ITEM DESCRIPTION – (DLA Troop Support formula) DLA’s item description which is on the current contract. This description will be carried forward from “Item Information” Tab, Column C.
- D. EVALUATION UNIT OF MEASURE (UoM) – (DLA Troop Support formula) Unit used for evaluation purposes on each line item. This unit will be carried forward from “Item Information” Tab, Column M.
- E. OFFERED EVALUATION UNITS PER CASE – (DLA Troop Support formula) The number of units contained in the case as identified by the offeror. This number will be carried forward from “Item Information” Tab, Column O.

F. This column is a spacer column.

G. CS PRICE? – (Offeror fill in) If price offered is a case price, mark with a Y for YES; otherwise, mark with an N for NO.

H. This column is a spacer column

NOTE: Delivered Price is I + J.

- I. MATERIAL COST - (Offeror fill in) The product price that the offeror is charged by the manufacturer, grower, private label holder, or redistributor (as applicable). This should match the information provided on the quote or invoice summary sheet.
- J. STANDARD FREIGHT (IF NOT INCLUDED IN MATERIAL COST) – (Offeror fill in) The cost of transportation from the manufacturer/grower/private label holder or redistributor to offeror’s facility. If the material cost does not include freight from the

manufacturer/grower/private label holder or redistributor to the offeror's facility, the offeror will include their freight charge in this block.

- K. FIRST MILITARY REBATE/DISCOUNT/DEVIATION (Based on Distribution Category Unit of Measure) - (DLA Troop Support formula) The amount of any government or military-specific discount, excluding the NAPA discount. This number will be carried forward from "Rebates Discounts Deviations" Tab, Column M.
- L. FIRST OTHER REBATE/DISCOUNT/DEVIATION (Based on Distribution Category Unit of Measure) - (DLA Troop Support formula) The amount of any other type of discount not applicable to Column K that is intended to be provided to the customers/end users. This number will be carried forward from "Rebates Discounts Deviations" Tab, Column N.
- M. NAPA DISCOUNT – (DLA Troop Support fill in) This field is the manufacturer NAPA discount. Where applicable, this number will be carried forward from "NAPA" Tab, Column D.
- N. NAPA UOM – (DLA Troop Support fill in) This UOM is provided by the manufacturer. Where applicable, this UoM will be carried forward from "NAPA" Tab, Column E.
- O. ANNUAL QUANTITY – ADJUSTED FOR OFFERED EVALUATION UNIT – (DLA Troop Support fill in) 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 carried forward from the value calculated from "Item Information" Tab, Column L.
- P. DISTRIBUTION CATEGORY UNIT OF MEASURE (UoM) – (DLA Troop Support fill in) The unit of measure used for evaluation purposes on each line item. This number is carried forward from "Item Information" Tab, Column J.
- Q. This column is a spacer column.
- R. DELIVERED PRICE (Based on Distribution Category Unit of Measure) – (DLA Troop Support fill in) This field calculates the price of the item delivered to the offeror's facility in terms of the Distribution Category Unit of Measure (COLUMN P). This price includes Material Cost plus any applicable Standard Freight.
- S. OFFERED BASE DISTRIBUTION PRICE – (DLA Troop Support formula) This is the Distribution Price applicable to this item for the base period. This number is carried forward from "Distribution" Tab, Column F.
- T. OFFERED OPTION 1 DISTRIBUTION PRICE – (DLA Troop Support Formula) This is the Distribution Price applicable to this item for the first option period. This number is carried forward from "Distribution" Tab, Column G.
- U. This column is a spacer column.
- V. BASE UNIT PRICE LESS NAPA DISCOUNT – (DLA Troop Support Formula) This is the delivered price (column R) plus the distribution price for the base period (column S) less the NAPA discount (column M). All fields are based on Distribution Category Unit of Measure.
- W. OPTION 1 UNIT PRICE LESS NAPA DISCOUNT – (DLA Troop Support Formula) This is the delivered price (column R) plus the distribution price for the option 1 (column T) less the NAPA discount (column M). All fields are based on Distribution Category Unit of Measure.
- X. This column is a spacer column.
- Y. BASE AGGREGATE TOTAL- (DLA Troop Support Formula) This is the total amount for each item in the market basket for the Base period.
- Z. Option 1 AGGREGATE TOTAL- (DLA Troop Support Formula) This is the total amount for each item in the market basket for Option 1 period.
- AA. This column is a spacer column.
- AB. NO. OF DAYS FIRST MILITARY REBATE/DISCOUNT/DEVIATION IS VALID - (DLA Troop Support Formula) The number of days that an offered rebate/discount/deviation is valid. This number is carried forward from "Item Information", Tab, Column Q.

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AC. NO. OF DAYS FIRST OTHER REBATE/DISCOUNT/DEVIATION IS VALID - (DLA Troop Support Formula) The number of days that an offered rebate/discount/deviation is valid. This number is carried forward from "ItemTEM Information" Tab, Column R.

AD. ESTIMATED QUANTITY TO BE PURCHASED/USED DURING VALIDITY OF FIRST MILITARY REBATE/DISCOUNT/DEVIATION – (DLA Troop Support Formula) This is the quantity that is estimated to be purchased/used during the timeframe that the first military or government rebate/discount/deviation is valid.

AE. ESTIMATED QUANTITY TO BE PURCHASED/USED DURING VALIDITY OF FIRST OTHER REBATE/DISCOUNT/DEVIATION – (DLA Troop Support Formula) This is the quantity that is estimated to be purchased/used during the timeframe that the first other rebate/discount/deviation is valid.

AF. FIRST MILITARY REBATE/DISCOUNT/DEVIATION (Based on Distribution Category Unit of Measure) - (DLA Troop Support Formula) The amount of any government or military-specific rebate/discount/deviation under this acquisition, excluding the NAPA discount. This number will be carried forward from "Rebates Discounts Deviations" Tab, Column M.

AG. FIRST OTHER REBATE/DISCOUNT/DEVIATION (Based on Distribution Category Unit of Measure) - (DLA Troop Support Formula) The amount of any other rebate/discount/deviation under this acquisition. This number will be carried forward from "Rebates Discounts Deviations" Tab, Column N.

AH. ESTIMATED TOTAL REBATE/DISCOUNT/DEVIATION FOR FIRST MILITARY – (DLA Troop Support Formula) This field is the estimated total amount of the first government or military-specific rebate/discount/deviation based on validity period and estimated quantity to be purchased/used.

AI. ESTIMATED TOTAL REBATE/DISCOUNT/DEVIATION FOR FIRST OTHER – (DLA Troop Support Formula) This field is the estimated total amount of the first other rebate/discount/deviation based on validity period and estimated quantity to be purchased/used.

AJ. ADJUSTED BASE AGGREGATE TOTAL – (DLA Troop Support Formula) This is the total amount, less any (government or military-specific and any other) offered rebate/discount/deviation, for each item in the market basket for the Base period.

D. OTHER PRICING INFO

1. Prices must not extend more than two (2) places to the right of the decimal point. Standard rounding methods must be observed. For example, a price of \$2.215 or higher must be rounded up to \$2.22 and a price of \$2.214 or lower must be rounded down to \$2.21. All Government calculated numbers will be so rounded.
2. The items on the spreadsheet represent the market basket. These items will be the basis of the initial contract vendor catalog, at the prices proposed and awarded. Estimated annual quantities for the items are for information and evaluation purposes only.
3. NAPA items must be priced according to the exact NAPA that is listed in the Market Basket, as specified. These are items whose manufacturers have offered the Government a discount under the NAPA Program. Alternate items may be accepted upon Contracting Officer approval. The inclusion of required 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.
4. Meat items shall meet all the general and detailed requirements of the Government's item description in accordance with the Institutional Meat Purchasers Specifications(IMPS) or National Association of Meat Purveyors(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.
5. The awarded distribution prices for the Base and the Option Periods shall remain firm-fixed during their respective ordering periods.

II. SUPPORTING PRODUCT INFORMATION

A) 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 in the market basket. The technical description must contain sufficient detail to determine that the product meets all requirements of the item description, to include weights, package sizes, and specifications.

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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 market basket line item number and its corresponding LSN.

B) Invoice/Quote:

ALL offered Delivered prices in the Business Proposal (Price) spreadsheet must be substantiated with either an invoice sheet (Attachment no. 11) or a quote sheet (Attachment no. 12) provided by DLA Troop Support. Due to the commercial nature of the items being evaluated, the Government expects offerors to have many of the Market Basket items in stock as part of its regular business and to therefore submit invoice sheets to substantiate Delivered Price. An invoice shall be submitted for **each** manufacturer, grower, private label holder, or redistributor with the offeror's signature. In lieu of invoices, the Quote Sheet shall be used for **each** manufacturer, grower, private label holder, or redistributor with their signature. The Government reserves the right to verify the validity of all the invoice sheets and quote sheets submitted; therefore the Contracting Officer may request copies of the actual invoices and quotes. In particular, quoted prices will be compared to Delivered Prices submitted by other offerors, and any quotes that appear too low or high will be verified for validity. Methods of verification may include but are not limited to communicating with the manufacturer, grower, private label holder, or redistributor and checking published price lists and/or market prices. Evidence of fraudulent invoices or quotes may preclude award. Evidence of fraudulent invoices and or quotes discovered after award may result in contract termination.

An invoice or quote from an incumbent Contractor for an item currently on the contract catalog for the solicited region or zone should match the current contract Delivered Price. If a quoted price for an item is lower, the incumbent Contractor shall apply that quote to the current contract catalog and reduce the Unit Price of the item on the following weekly EDI price update. That Unit Price will be retained for the entire effective period of the quote.

a) Invoice

1. The offeror shall submit the Invoice Summary Sheet (Attachment no.11) for the Market Basket items that the offeror have in stock. The Invoice Summary Sheet information shall be taken from the actual invoice from the manufacturer, grower, private label holder, or redistributor. In order for this invoice summary to be valid, ALL fields must be completed, and sheet must be signed and dated by offeror's authorized personnel. A separate invoice summary sheet shall be provided for each manufacturer, grower, private label holder, or redistributor; therefore, multiple items can be listed on one spreadsheet. This spreadsheet may Not be changed or altered in any way other than by adding columns to reflect additional rebates, discounts, and/or deviations. The offeror shall submit the spreadsheet(s) in line item number sequence.

2. The Offeror shall complete the fields as identified below:

A. MARKET BASKET ITEM NO. – Obtain this number from the Market Basket spreadsheet, Item Information Tab, Column A.

B. LSN (if applicable) – DLA Troop Support Local Stock Number (LSN). Obtain this number from the Market Basket spreadsheet, Item Information Tab, Column B.

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C. Manufacturer Item Description and Case Size – Sufficient detail must be provided to ensure the product being offered matches the item description in the Market Basket Spreadsheet.

D. Manufacturer Name– Offeror must provide the Label and Parent Company (if applicable).

E. Manufacturer Stock Keeping Unit (SKU) - (Self explanatory) This block should match the manufacturer SKU in Column F on the ITEM INFORMATION Tab or Column G on the Alternate Tab of the Price Proposal Spreadsheet.

F. Unit of Measure Offered - i.e. CS, LB, EA

NOTE: Information provided for B, C, D, and E (above) must be consistent with the documentation provided for the Technical Description (specification).

G. MATERIAL COST - The product price that the offeror is charged by the manufacturer, grower, private label holder, or redistributor (as applicable). This block should match the material cost entered in Column I on the ITEM PRICING Tab of the Price Proposal Spreadsheet.

H. STANDARD FREIGHT (IF NOT INCLUDED IN MATERIAL COST) – The cost of transportation from manufacturer/ grower/private label holder or redistributor to offeror’s facility. If the material cost does not include freight from the manufacturer/grower/private label holder or redistributor to the offeror’s facility, the offeror will include their freight charge in this block. This block should match the standard freight (if applicable) entered in Column J on the ITEM PRICING Tab of the Price Proposal Spreadsheet.

NOTE: Columns G and H must be valid for at least the implementation period and the first ordering week of contract performance.

I. FIRST MILITARY REBATE/DISCOUNT/DEVIATION – The amount of any government or military specific discount, excluding NAPA discount. This block should match the discount entered in Column H on the REBATES DISCOUNTS DEVIATIONS Tab of the Price Proposal Spreadsheet.

J. UNIT OF MEASURE OF FIRST MILITARY REBATE/DISCOUNT/DEVIATION – i.e. CS, LB, EA. This block should match the UoM entered in Column I on the REBATES DISCOUNTS DEVIATIONS Tab of the Price Proposal Spreadsheet.

K. BEGIN FIRST MILITARY REBATE/DISCOUNT/DEVIATION – i.e. First Order or a number of days after the first order, e.g., “first order +60 days”.

L. NO. OF DAYS FIRST MILITARY REBATE/DISCOUNT/DEVIATION IS VALID – The number of days that an offered rebate/discount/deviation is valid. This block should match the number of days entered in Column Q on the ITEM INFORMATION Tab of the Price Proposal Spreadsheet.

M. FIRST OTHER REBATE/DISCOUNT/DEVIATION – The amount of any other rebate/discount/deviation under this acquisition. This block should match the discount entered

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in Column K on the REBATES DISCOUNTS DEVIATIONS Tab of the Price Proposal Spreadsheet.

N. UNIT OF MEASURE OF FIRST OTHER REBATE/DISCOUNT/DEVIATION – i.e. CS, LB, EA. This block should match the UoM entered in Column L on the REBATES DISCOUNTS DEVIATIONS Tab of the Price Proposal Spreadsheet.

O. BEGIN FIRST OTHER REBATE/DISCOUNT/DEVIATION – i.e. First Order or a number of days after the first order, e.g., “first order +60 days”.

P. NO. OF DAYS FIRST OTHER REBATE/DISCOUNT/DEVIATION IS VALID – This block should match the UoM entered in Column L on the REBATES DISCOUNTS DEVIATIONS Tab of the Price Proposal Spreadsheet.

Q. NAPA DISCOUNT –This field is the manufacturer NAPA discount. This block may or may not match the price in column D of the “NAPA Tab” of the Price Proposal Spreadsheet. If the price does not match DLA Troop Support will verify and make the change.

R. DATE OF INVOICE– Date that invoice was receipted into contractor’s system. Invoice must be dated within 90 days of solicitation closing date. If the date of the invoice is longer than 90 days from the solicitation closing date, please explain in Column S.

S. EXPLANATION OF INVOICE NOT DATED WITHIN 90 DAYS.

b) Quote

1. The offeror shall submit the Quote Sheet (Attachment no.12) for the Market Basket items that the offeror do not have in stock. In order for this quote sheet to be valid, ALL fields must be completed, and sheet must be signed and dated by manufacturer, grower, private label holder, or redistributor’s authorized personnel. A separate quote sheet shall be provided for **each** manufacturer, grower, private label holder, or redistributor; therefore, multiple items can be listed on one spreadsheet. This spreadsheet may Not be changed or altered in any way other than by adding columns to reflect additional rebates, discounts, and/or deviations. If the offeror is providing additional discounts, not offered by the manufacturer, grower, private label holder, or redistributor, offeror should complete an “additional” quote sheet for each item. The offeror should ensure that the market basket line item is identified in column D, and that rebate/discount/deviation information is identified in columns K through R, as applicable. DO NOT fill in columns I or J. The offeror is required to sign this “additional” quote spreadsheet. The offeror shall submit the spreadsheet(s) in line item number sequence.

2. The Offeror shall complete the fields as identified below:

A. Manufacturer Name (Label and Parent Company) – Offeror must provide the Label and Parent Company (if applicable)

B. 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 Quote Sheet.

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C. Do you (the manufacturer) currently do business with this distributor (Government offeror)?
– Answer “Yes” or “No”

D. MARKET BASKET ITEM NO. – Obtain this number from the Market Basket spreadsheet, Item Information Tab, Column A.

E. LSN (if applicable) – DLA Troop Support Local Stock Number (LSN). Obtain this number from the Market Basket spreadsheet, Item Information Tab, Column B.

F. Manufacturer Item Description and Case Size – Sufficient detail must be provided to ensure the product being offered matches the item description in the Market Basket Spreadsheet.

G. Manufacturer Stock Keeping Unit (SKU) – (Self explanatory) This block should match the manufacturer SKU in Column F on the “Item Information” Tab or Column G on the Alternate Tab of the Price Proposal Spreadsheet.

H. Unit of Measure Offered - i.e. CS, LB, EA

NOTE: Information provided for E, F, and G (above) must be consistent with the documentation provided for the Technical Description (specification).

I. MATERIAL COST - The product price that the offeror is charged by the manufacturer, grower, private label holder, or redistributor (as applicable). This block should match the material cost entered in Column I on the ITEM PRICING Tab of the Price Proposal Spreadsheet.

J. STANDARD FREIGHT (IF NOT INCLUDED IN MATERIAL COST) – The cost of transportation from manufacturer/grower/private label holder or redistributor to offeror’s facility. If the material cost does not include freight from the manufacturer/grower/private label holder or redistributor to the offeror’s facility, the offeror will include their freight charge in this block. This block should match the standard freight (if applicable) entered in Column J on the “Item Pricing” Tab of the Price Proposal Spreadsheet.

NOTE: Columns I and J must be valid for at least the implementation period and the first ordering week of contract performance.

K. FIRST MILITARY REBATE/DISCOUNT/DEVIATION- The amount of any government or military specific discount, excluding NAPA discount. This block should match the discount entered in Column H on the REBATES DISCOUNTS DEVIATIONS Tab of the Price Proposal Spreadsheet.

L. UNIT OF MEASURE OF FIRST MILITARY REBATE/DISCOUNT/DEVIATION – i.e. CS, LB, EA. This block should match the UoM entered in Column I on the REBATES DISCOUNTS DEVIATIONS Tab of the Price Proposal Spreadsheet.

M. BEGIN FIRST MILITARY REBATE/DISCOUNT/DEVIATION – This column indicates when the Military rebate/discount/deviation starts. i.e. First Order or a number of days after the first order, e.g., “first order + 60 days”.

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N. NO. OF DAYS FIRST MILITARY REBATE/DISCOUNT/DEVIATION IS VALID – The number of days that an offered rebate/discount/deviation is valid. This block should match the number of days entered in Column Q on the ITEM INFORMATION Tab of the Price Proposal Spreadsheet.

O. FIRST OTHER REBATE/DISCOUNT/DEVIATION – The amount of any other rebate/discount/deviation under this acquisition. This block should match the discount entered in Column K on the REBATES DISCOUNTS DEVIATIONS Tab of the Price Proposal Spreadsheet.

P. UNIT OF MEASURE OF FIRST OTHER REBATE/DISCOUNT/DEVIATION – i.e. CS, LB, EA. This block should match the UoM entered in Column L on the REBATES DISCOUNTS DEVIATIONS Tab of the Price Proposal Spreadsheet.

Q. BEGIN FIRST OTHER REBATE/DISCOUNT/DEVIATION – This column indicates when the other rebate/discount/deviation starts. i.e. First Order or a number of days after the first order, e.g., “first order + 60 days”.

R. NO. OF DAYS FIRST OTHER REBATE/DISCOUNT/DEVIATION IS VALID – The number of days that an offered rebate/discount/deviation is valid. This block should match the number of days entered in Column R on the ITEM INFORMATION Tab of the Price Proposal Spreadsheet.

S. NAPA DISCOUNT – This field is the manufacturer NAPA discount. This block may or may not match the price in column D of the “NAPA Tab” of the Price Proposal Spreadsheet. If the price does not match DLA Troop Support will verify and make the change.

T. DATE OF QUOTE – Date that quote was obtained from the manufacturer.

III. EARNED INCOME

The Contractor shall identify all categories of earned income received (as defined under subpart Rebates/Discounts and Price Related Provisions). It is not necessary to submit specific dollar amounts of earned income, just the categories. Earned income definition is found on statement of work under rebates/discounts and price related provisions, page 6.

THE GOVERNMENT RESERVES THE RIGHT TO VERIFY ALL ASPECTS OF AN OFFEROR’S NON-PRICE AND BUSINESS PROPOSALS (PRICE).

(End of Addendum)

52.212-2 EVALUATION--COMMERCIAL ITEMS (OCT 2014)

(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:

VOLUME I. NON-PRICE PROPOSAL

Section A. TECHNICAL FACTORS

Factor I. Experience as a Full-Line Distributor of Foods and Operating Supplies for Institutional Feeding

CONTINUED ON NEXT PAGE

Factor II. Resource Availability (Cash Flow, Warehouse Capacity, Equipment, and Personnel)
 Factor III. Quality Control, Assurance, and Warehouse Management System/Procedures
 Factor IV. Food Defense
 Factor V. Surge & Sustainment
 Factor VI. Small Business Efforts

Section B. PAST PERFORMANCE FACTOR

VOLUME II. BUSINESS PROPOSAL

PRICE FACTOR

Final Aggregate Total Price

Technical Factors I–VI (Section A) and Past Performance (Section B) are of equal importance to each other and will be evaluated against established criteria. Technical Factors I–VI (Section A) and Past Performance (Section B), when combined, are significantly more important than price. However, as proposals become more equal in their non-price-factor merit, the evaluated price becomes more important.

(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)

ADDENDUM

The following paragraphs of 52.212-2 are amended as indicated below:

Paragraph (a), is hereby expanded as follows:

EVALUATION FACTORS FOR AWARD

VOLUME I: NON-PRICE PROPOSAL EVALUATION

SECTION A – TECHNICAL FACTORS

FACTOR I. EXPERIENCE AS A FULL-LINE DISTRIBUTOR OF FOODS AND OPERATING SUPPLIES FOR INSTITUTIONAL FEEDING

The Government will evaluate the offeror's record of experience as a full-line distributor of foods and operating supplies for institutional feeding and determine if it demonstrates experience that provides reasonable assurance of successful performance on any contract awarded under this solicitation. In evaluating experience as a full-line distributor of foods and operating supplies for institutional feeding, the Government will consider the current business volume (sales, customers, stops) and number and type of line items/SKUs inventoried. The estimated size/scope of this DLA Troop Support contract is defined as follows:

Zone 2: Northern New England	
Total Annual Dollar Value	\$1,306,032.43
Average number of customers ordering per week	10
Average number of Delivery Points per week	10
Approximate Number of Line Items/SKUs	443

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The Government will evaluate the offeror's inventory listing to determine if the items currently inventoried by the offeror are a close approximation to the current Prime Vendor catalog to include, but not limited to, items represented by all 38 Distribution Categories.

If more than one facility will be used to store and/or distribute product, the Government will evaluate each entity separately and, in order to receive an acceptable rating for this factor, each entity must receive, at least, an acceptable rating.

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

FACTOR II. RESOURCE AVAILABILITY (Cash Flow, Warehouse Capacity, Equipment, and Personnel)

The Government will evaluate the offeror's resources (i.e., financial, warehouse capacity, equipment, and personnel available to successfully meet the requirements of this solicitation. Adequate existing resources will generally be rated more favorably than a facility with no resources.

NOTE: If more than one facility will be used to store and/or distribute product, the Government will evaluate each entity separately and, in order to receive an acceptable rating for this factor, each entity must receive, at least, an acceptable rating.

FACTOR III. QUALITY CONTROL, ASSURANCE, AND WAREHOUSE MANAGEMENT SYSTEM PROCEDURES

The Government will evaluate the offeror's Quality Control, Assurance and Warehouse Management System (WMS) procedures and personnel 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 quantities as ordered.

NOTE: If more than one facility will be used to store and/or distribute product, the Government will evaluate each entity separately and, in order to receive an acceptable rating for this factor, each entity must receive, at least, an acceptable rating.

FACTOR IV. 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, which is available at the address below, will be used to evaluate the plan.

The Food Defense Checklist is available at:

http://www.dla.mil/Portals/104/Documents/TroopSupport/Subsistence/FoodSafety/FoodQuality/food_defense_check.pdf

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.

NOTE: If more than one facility will be used to store and/or distribute product, the Government will evaluate each entity separately and, in order to receive an acceptable rating for this factor, each entity must receive, at least, an acceptable rating.

FACTOR V. 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

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meet the surge ceiling percentage within 15 days and provide detailed answers to all questions in the CAP as well as information relating to the setting up of a secondary facility if the primary facility is damaged. Please refer to Procurement Note M07, Surge and Sustainment (S&S) Evaluation, for additional evaluation information.

NOTE: If more than one facility will be used to store and/or distribute product, the Government will evaluate each entity separately and, in order to receive an acceptable rating for this factor, each entity must receive, at least, an acceptable rating.

FACTOR VI. SMALL BUSINESS EFFORT

A. Extent of Participation

The Government will evaluate the offeror's socioeconomic plan to ensure that, to the maximum extent practical, SB, SDB, WOSB, VOSB, SDVOSB, and HZSB firms are used as both suppliers and subcontractors in support of this Prime Vendor contract. The Government will evaluate the participation levels in terms of the percentages and dollar values for the base period and each option period.

B. Organizational Efforts

1. The Government will evaluate the actions that the offeror will take to ensure equitable opportunity for, and further the opportunities of, SB, SDB, WOSB, VOSB, SDVOSB, and HZSB firms.

SECTION B – PAST PERFORMANCE

There are three aspects to the past performance evaluation. The first is to evaluate whether the offeror's present/past performance is recent. The second is to evaluate whether the offeror's present/past performance is relevant (including context of data), as described below, to the effort to be acquired. The third aspect of the past performance evaluation is to determine the quality of the contractor's past performance (including general trends in contractor performance and source of information).

In establishing what is recent for past performance, consideration shall be given to those contracts provided in the time period from July 1, 2014 through solicitation closing date. The offeror will describe its overall extent of experience as a full-line distributor of foods and operating supplies for institutional feeding.

In establishing what is relevant for past performance, consideration shall be given to those aspects of an offeror's contract history which provide the most confidence that the offeror will satisfy the current procurement. Those aspects of relevancy include similarity of full line food service/support, dollar value, average number of customers ordering per week, average number of delivery points per week, and approximate number of line items/SKUs. The estimated requirements of the solicited contract are as follows:

Zone 2: Northern New England	
Total Annual Dollar Value	\$1,306,032.43
Average number of customers ordering per week	10
Average number of Delivery Points per week	10
Approximate Number of Line Items/SKUs	443

In establishing how well the contractor performed (i.e. quality of performance) on the present/past contracts, 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 sources. Government in-house records include, but are not limited to, Past

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Performance Information Retrieval System (PIRS)/ Contractor Performance Assessment Reporting System (CPARS), DLA Troop Support Prime Vendor Product Quality Audit scores, Quality System Management Visit (QSMV) reports, destination inspection reports, information received through the Subsistence Total Order and Receipt Electronic System (STORES), and Customer Surveys.

NOTE 1: 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 publicly-available, non-confidential sources in addition to sources identified by the offeror.

NOTE 2: If more than one facility will be used to store and/or distribute product, the Government will evaluate each entity separately and, in order to receive a Satisfactory Confidence rating, each entity must receive, at least, a Satisfactory Confidence rating.

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 assigned a "Neutral Confidence" rating.

VOLUME II. BUSINESS PROPOSAL EVALUATION

I. PRICE FACTOR

Each offeror's total price, for evaluation purposes, will be the FINAL AGGREGATE TOTAL found in TOTALS TAB on attachment no. 2, Market Basket- Price Proposal Sheet.

Formula: Adjusted Base Aggregate Total + Option One Aggregate Total = Final Aggregate Total

The Adjusted Base Aggregate Total is calculated as follows: the Annual Qty – adjusted for offered item size divided by 12 months to arrive at a monthly quantity. The monthly quantity is then multiplied by the length of the base period, i.e. 24 months. This figure will then be multiplied by the base unit price to arrive at the Base Aggregate Total for each line item in the Market Basket (ITEM PRICING Tab). The Base Aggregate Total for each line item in the Market Basket is then reduced to account for any rebate(s)/discount(s)/deviation(s) offered; this is the Adjusted Base Aggregate Total for each line item in the Market Basket (ITEM PRICING Tab). The Adjusted Base Aggregate Total for each line item in the Market Basket is then added together to achieve the Adjusted Base Aggregate Total (TOTALS Tab) for the entire base period.

The Option 1 Aggregate Total is calculated as follows: the Annual Qty – adjusted for offered item size divided by 12 months to arrive at a monthly quantity. The monthly quantity is then multiplied by the length of option period 1, i.e. 12 months. This figure will then be multiplied by the option period 1 unit price to arrive at the Option 1 Aggregate Total for each line item in the Market Basket (ITEM PRICING Tab). The Option 1 Aggregate Total for each line item in the Market Basket is then added together to achieve the Option 1 Aggregate Total, (TOTALS TAB) for the entire option 1 period.

II. SUPPORTING PRODUCT INFORMATION

1. Technical Descriptions

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 Market Basket. When offerors qualify the salient characteristics of an item or items in the market basket and/or when the government detects (through a relative pricing review) that the pricing proposed is on an item which differs from the market basket description then the government reserves the right to employ remedies such as:

- (a) If a small number of items differ from the market basket descriptions, those small amount of items may be eliminated from the evaluation of all offerors;
- (b) Larger, generally case-size items, with pack-quantity differences may be evaluated on a per-pound or similar basis; or,

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(c) If a significant number of items differ from the market basket descriptions, the offeror may be eliminated from the competitive range or may be deemed ineligible for award.

2. DLA Invoice Summary Sheet

The Government will examine all of the offerors' invoice summary sheets (attachment no. 11) to substantiate the prices offered in the Item Pricing Tab.

3. DLA Quote Sheet

The Government will examine all of the offerors' quote sheets (attachment no. 12) to substantiate the prices offered in the Item Pricing Tab.

Paragraph (b), is hereby expanded as follows:

Total Price as used in paragraph (b) means OPTION(S) AGGREGATE TOTAL. The Government will evaluate offers for award purposes by adding the Aggregate Total Price from Option One (1) Period to the Adjusted Aggregate Total Price for the Base Period to arrive at the FINAL AGGREGATE TOTAL for the entire contract period, which is the evaluated price. This is found on attachment no. 2, Market Basket- Price Proposal, Totals Tab.

Add: Paragraph (d), *Evaluation Procedures.*

(1) Summary

All timely proposals will undergo a non-price and business proposal evaluation as described in paragraph (2) below. The 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 business (price) evaluations. Finally, an award will be made using Best-Value, Source Selection Tradeoff procedures. This process allows the Government to accept other than the lowest priced proposal or other than the highest technically rated proposal to achieve a best value contract award.

(2) Evaluation Process

(i) *Non-Price Evaluation Process* – Each Non-Price Proposal will be evaluated against the non-price factors (technical factors and past performance) specified in clause 52.212-2(a) above.

a) The rating methodology for the Section A., Technical Non-Price Proposal Factors I-IV, will be Outstanding, Good, Acceptable, Marginal and Unacceptable. Within these ratings, proposal risk will be assessed as Low, Moderate, High and Unacceptable. For Factor V, the ratings will remain the same, but risk will not be assessed within the rating.

b) The rating methodology for Section B. Past Performance will be Substantial Confidence, Satisfactory Confidence, Limited Confidence, No Confidence and Neutral Confidence. Within these ratings, recency, relevancy, and quality of past performance will be assessed as Recent and Not Recent, and Very Relevant, Relevant, Somewhat Relevant, and Not Relevant, respectively.

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 assigned a "Neutral Confidence" rating.

(ii) *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 the initial proposals and if applicable, revised proposals, in accordance with FAR 15.4, "Contract Pricing." The Government will evaluate offerors' pricing on the items in the Market Basket contained as referenced in ATTACHMENT 2: MARKET BASKET - PRICE PROPOSAL.

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The Government will evaluate offers for award purposes by adding the Aggregate Total Price for each option period to the Adjusted Aggregate Total Price for the base period to arrive at the FINAL AGGREGATE TOTAL for the entire contract period, which is the evaluated price.

(3) Selection Process

The final non-price and price evaluation reports will be furnished to the Contracting Officer by the Non-Price and Business Proposal (i.e. Price) evaluators. The award will go to the best value for the Government.

(End of Addendum)

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS (JAN 2017) ALTERNATE I (OCT 2014)

The offeror shall complete only paragraphs (b) of this provision if the Offeror has completed the annual representations and certification electronically via the System for Award Management (SAM) Web site located at <http://www.sam.gov/portal>. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (u) of this provision.

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

“Administrative merits determination” means certain notices or findings of labor law violations issued by an enforcement agency following an investigation. An administrative merits determination may be final or be subject to appeal or further review. To determine whether a particular notice or finding is covered by this definition, it is necessary to consult section II.B. in the DOL Guidance.

“Arbitral award or decision” means an arbitrator or arbitral panel determination that a labor law violation occurred, or that enjoined or restrained a violation of labor law. It includes an award or decision that is not final or is subject to being confirmed, modified, or vacated by a court, and includes an award or decision resulting from private or confidential proceedings. To determine whether a particular award or decision is covered by this definition, it is necessary to consult section II.B. in the DOL Guidance.

“Civil judgment” means--

(1) In paragraph (h) of this provision: A judgment or finding of a civil offense by any court of competent jurisdiction.

(2) In paragraph (s) of this provision: Any judgment or order entered by any Federal or State court in which the court determined that a labor law violation occurred, or enjoined or restrained a violation of labor law. It includes a judgment or order that is not final or is subject to appeal. To determine whether a particular judgment or order is covered by this definition, it is necessary to consult section II.B. in the DOL Guidance.

“DOL Guidance” means the Department of Labor (DOL) Guidance entitled: “Guidance for Executive Order 13673, ‘Fair Pay and Safe Workplaces’ “. The DOL Guidance, dated August 25, 2016, can be obtained from www.dol.gov/fairpayandsafeworkplaces.

“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.

“Enforcement agency” means any agency granted authority to enforce the Federal labor laws. It includes the enforcement components of DOL (Wage and Hour Division, Office of Federal Contract Compliance Programs, and Occupational Safety and Health Administration), the Equal Employment Opportunity Commission, the Occupational Safety and Health Review Commission, and the National Labor Relations Board. It also means a State agency designated to administer an OSHA-approved State Plan, but only to the extent that the State agency is acting in its capacity as administrator of such plan. It does not include other Federal agencies which,

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in their capacity as contracting agencies, conduct investigations of potential labor law violations. The enforcement agencies associated with each labor law under E.O. 13673 are--

- (1) Department of Labor Wage and Hour Division (WHD) for--
 - (i) The Fair Labor Standards Act;
 - (ii) The Migrant and Seasonal Agricultural Worker Protection Act;
 - (iii) 40 U.S.C. chapter 31, subchapter IV, formerly known as the Davis-Bacon Act;
 - (iv) 41 U.S.C. chapter 67, formerly known as the Service Contract Act;
 - (v) The Family and Medical Leave Act; and
 - (vi) E.O. 13658 of February 12, 2014 (Establishing a Minimum Wage for Contractors);
- (2) Department of Labor Occupational Safety and Health Administration (OSHA) for--
 - (i) The Occupational Safety and Health Act of 1970; and
 - (ii) OSHA-approved State Plans;
- (3) Department of Labor Office of Federal Contract Compliance Programs (OFCCP) for--
 - (i) Section 503 of the Rehabilitation Act of 1973;
 - (ii) The Vietnam Era Veterans' Readjustment Assistance Act of 1972 and the Vietnam Era Veterans' Readjustment Assistance Act of 1974; and
 - (iii) E.O. 11246 of September 24, 1965 (Equal Employment Opportunity);
- (4) National Labor Relations Board (NLRB) for the National Labor Relations Act; and
- (5) Equal Employment Opportunity Commission (EEOC) for--
 - (i) Title VII of the Civil Rights Act of 1964;
 - (ii) The Americans with Disabilities Act of 1990;
 - (iii) The Age Discrimination in Employment Act of 1967; and
 - (iv) Section 6(d) of the Fair Labor Standards Act (Equal Pay Act).

“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.

“Highest-level owner” means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

“Immediate owner” means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: Ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

“Inverted domestic corporation,” means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

“Labor compliance agreement” means an agreement entered into between a contractor or subcontractor and an enforcement agency to address appropriate remedial measures, compliance assistance, steps to resolve issues to increase compliance with the labor laws, or other related matters.

“Labor laws” means the following labor laws and E.O.s:

- (1) The Fair Labor Standards Act.
- (2) The Occupational Safety and Health Act (OSHA) of 1970.
- (3) The Migrant and Seasonal Agricultural Worker Protection Act.
- (4) The National Labor Relations Act.
- (5) 40 U.S.C. chapter 31, subchapter IV, formerly known as the Davis-Bacon Act.
- (6) 41 U.S.C. chapter 67, formerly known as the Service Contract Act.
- (7) E.O. 11246 of September 24, 1965 (Equal Employment Opportunity).
- (8) Section 503 of the Rehabilitation Act of 1973.

(9) The Vietnam Era Veterans' Readjustment Assistance Act of 1972 and the Vietnam Era Veterans' Readjustment Assistance Act of 1974.

(10) The Family and Medical Leave Act.

(11) Title VII of the Civil Rights Act of 1964.

(12) The Americans with Disabilities Act of 1990.

(13) The Age Discrimination in Employment Act of 1967.

(14) E.O. 13658 of February 12, 2014 (Establishing a Minimum Wage for Contractors).

(15) Equivalent State laws as defined in the DOL Guidance. (The only equivalent State laws implemented in the FAR are OSHA-approved State Plans, which can be found at www.osha.gov/dcsp/osp/approved_state_plans.html).

"Labor law decision" means an administrative merits determination, arbitral award or decision, or civil judgment, which resulted from a violation of one or more of the laws listed in the definition of "labor laws".

"Manufactured end product" means any end product in product and service codes (PSCs) 1000-9999, except—

- (1) PSC 5510, Lumber and Related Basic Wood Materials;
- (2) Product or Service Group (PSG) 87, Agricultural Supplies;
- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 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.

"Predecessor" means an entity that is replaced by a successor and includes any predecessors of the predecessor.

"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 of 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.

“Small disadvantaged business concern, consistent with 13 CFR 124.1002,” means a small business concern under the size standard applicable to the acquisition, that--

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by--

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

“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.

“Successor” means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term “successor” does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

“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 the 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.

Note to paragraph (a): By a court order issued on October 24, 2016, the following definitions in this paragraph (a) are enjoined indefinitely as of the date of the order: “Administrative merits determination”, “Arbitral award or decision”, paragraph (2) of “Civil judgment”, “DOL Guidance”, “Enforcement agency”, “Labor compliance agreement”, “Labor laws”, and “Labor law decision”. The enjoined definitions will become effective immediately if the court terminates the injunction. At that time, DoD, GSA, and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.

(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 SAM website.

(2) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through <https://www.acquisition.gov>. After reviewing the SAM 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 (u) 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 SAM.]

(c) Offerors must complete the following representations when the resulting contract is to 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 Program 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 participating in the joint venture: _____.] Each WOSB concern eligible 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

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(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 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: _____

(10) 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 change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It is, is not, a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the HUBZone joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.]

Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) of this provision)

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, 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 Asia (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.

(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 Subparts 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 Statute Certificate.

(The certificate in DFARS 252.225-7000 shall be completed when it is provided as an Attachment to 52.212-3.)

(g) Buy American --Free Trade Agreements--Israeli Trade Act Certificate.

(The certificate in DFARS 252.225-7020 or 7035 shall be completed when it is provided as an Attachment to 52.212-3.)

(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 \$3,500 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 tax 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.

(B) *The taxpayer is delinquent in making payment.*

The 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 entitled 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.

(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 the SAM 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.

(1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.10802(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(2) Representation. The offeror represents that—

- (i) It is, is not an inverted domestic corporation; and
- (ii) It is, 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 or 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 \$3,500 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 does 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.

(p) Ownership or Control of Offeror. (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a unique entity identifier in the solicitation).

(1) The Offeror represents that it has or does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates "has" in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code: _____

Immediate owner legal name: _____

(Do not use a "doing business as" name)

Is the immediate owner owned or controlled by another entity: Yes or No.

(3) If the Offeror indicates "yes" in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity then enter the following information:

Highest-level owner CAGE code: _____

Highest-level owner legal name: _____

(Do not use a "doing business as" name)

(q) Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.

(1) As required by section 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, the Government will not enter into a contract with any corporation that—

(i) 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 and agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(ii) 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 an 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.

(2) The Offeror represents that--

(i) 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; and

(ii) It is is not a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(r) *Predecessor of Offeror.* (Applies in all solicitations that include the provision at 52.204-16, Commercial and Government Entity Code Reporting.)

(1) The Offeror represents that it is or is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(2) If the Offeror has indicated "is" in paragraph (r)(1) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code: _____ (or mark "Unknown")

Predecessor legal name: _____

(Do not use a "doing business as" name)

(s) *Representation regarding compliance with labor laws (Executive Order 13673).* If the offeror is a joint venture that is not itself a separate legal entity, each concern participating in the joint venture shall separately comply with the requirements of this provision.

(1)(i) For solicitations issued on or after October 25, 2016 through April 24, 2017: The Offeror does does not anticipate submitting an offer with an estimated contract value of greater than \$50 million.

(ii) For solicitations issued after April 24, 2017: The Offeror does does not anticipate submitting an offer with an estimated contract value of greater than \$500,000.

(2) If the Offeror checked "does" in paragraph (s)(1)(i) or (ii) of this provision, the Offeror represents to the best of the Offeror's knowledge and belief [*Offeror to check appropriate block*]:

(i) There has been no administrative merits determination, arbitral award or decision, or civil judgment for any labor law violation(s) rendered against the offeror (see definitions in paragraph (a) of this section) during the period beginning on October 25, 2015 to the date of the offer, or for three years preceding the date of the offer, whichever period is shorter; or

(ii) There has been an administrative merits determination, arbitral award or decision, or civil judgment for any labor law violation(s) rendered against the Offeror during the period beginning on October 25, 2015 to the date of the offer, or for three years preceding the date of the offer, whichever period is shorter.

(3)(i) If the box at paragraph (s)(2)(ii) of this provision is checked and the Contracting Officer has initiated a responsibility determination and has requested additional information, the Offeror shall provide--

(A) The following information for each disclosed labor law decision in the System for Award Management (SAM) at www.sam.gov, unless the information is already current, accurate, and complete in SAM. This information will be publicly available in the Federal Awardee Performance and Integrity Information System (FAPIS):

(1) The labor law violated.

(2) The case number, inspection number, charge number, docket number, or other unique identification number.

(3) The date rendered.

(4) The name of the court, arbitrator(s), agency, board, or commission that rendered the determination or decision;

(B) The administrative merits determination, arbitral award or decision, or civil judgment document, to the Contracting Officer, if the Contracting Officer requires it;

(C) In SAM, such additional information as the Offeror deems necessary to demonstrate its responsibility, including mitigating factors and remedial measures such as offeror actions taken to address the violations, labor compliance agreements, and

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other steps taken to achieve compliance with labor laws. Offerors may provide explanatory text and upload documents. This information will not be made public unless the contractor determines that it wants the information to be made public; and

(D) The information in paragraphs (s)(3)(i)(A) and (s)(3)(i)(C) of this provision to the Contracting Officer, if the Offeror meets an exception to SAM registration (see FAR 4.1102(a)).

(ii)(A) The Contracting Officer will consider all information provided under (s)(3)(i) of this provision as part of making a responsibility determination.

(B) A representation that any labor law decision(s) were rendered against the Offeror will not necessarily result in withholding of an award under this solicitation. Failure of the Offeror to furnish a representation or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(C) The representation in paragraph (s)(2) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous representation, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation in accordance with the procedures set forth in FAR 12.403.

(4) The Offeror shall provide immediate written notice to the Contracting Officer if at any time prior to contract award the Offeror learns that its representation at paragraph (s)(2) of this provision is no longer accurate.

(5) The representation in paragraph (s)(2) of this provision will be public information in the Federal Awardee Performance and Integrity Information System (FAPIIS).

Note to paragraph (s): By a court order issued on October 24, 2016, this paragraph (s) is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, GSA, DoD and NASA will publish a document in the *Federal Register* advising the public of the termination of the injunction.

(t) *Public Disclosure of Greenhouse Gas Emissions and Reduction Goals.* Applies in all solicitations that require offerors to register in SAM (52.212-1(k)).

(1) This representation shall be completed if the Offeror received \$7.5 million or more in contract awards in the prior Federal fiscal year. The representation is optional if the Offeror received less than \$7.5 million in Federal contract awards in the prior Federal fiscal year.

(2) Representation. [*Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii)*].

(i) The Offeror (itself or through its immediate owner or highest-level owner) does, does not publicly disclose greenhouse gas emissions, i.e., makes available on a publicly accessible Web site the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

(ii) The Offeror (itself or through its immediate owner or highest-level owner) does, does not publicly disclose a quantitative greenhouse gas emissions reduction goal, i.e., make available on a publicly accessible Web site a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.

(iii) A publicly accessible Web site includes the Offeror's own Web site or a recognized, third-party greenhouse gas emissions reporting program.

(3) If the Offeror checked "does" in paragraphs (t)(2)(i) or (t)(2)(ii) of this provision, respectively, the Offeror shall provide the publicly accessible Web site(s) where greenhouse gas emissions and/or reduction goals are reported:_____.

(u)

(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L.113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

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(2) The prohibition in paragraph (u)(1) of this provision does not contravene requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(3) *Representation.* By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).

(End of provision)

ADDENDUM

Attachment to 52.212-3(f)

252.225-7000 BUY AMERICAN—BALANCE OF PAYMENTS PROGRAM CERTIFICATE—BASIC (NOV 2014)

(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,” as used in this provision, have the meanings given in the Buy American and Balance of Payments Program—Basic clause of this solicitation.

(b) *Evaluation.* The Government—

(1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and

(2) 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.*

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

(i) Each end product, except those listed in paragraphs (c)(2) or (3) of this provision, is a domestic end product; and

(ii) 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.

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

Line Item Number

Country of Origin

(3) 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)

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(End of provision)

ADDENDUM

The following additional provisions are set forth in full text:

52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that --

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to --

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory --

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; or

(2)

(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision

_____ *[insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization];*

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

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(End of Provision)

252.203-7994 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS—REPRESENTATION (DEVIATION 2017-O0001)(NOV 2016)

In accordance with Continuing Appropriations Act, 2017 (Pub. L. 114-223), or any other Act that extends to fiscal year 2017 funds the same prohibitions as contained in section 743, division E, title VII, of the Consolidated Appropriations Act, 2016 (Pub. L. 114-113), none of the funds appropriated (or otherwise made available) by this or any other Act may be used for a contract with an entity that requires employees or subcontractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contactors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(b) The prohibition in paragraph (a) of this provision does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(c) Representation. By submission of its offer, the Offeror represents that it does not require employees or subcontractors of such entity seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contactors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(End of provision)

52.204-16 COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (JUL 2016)

(a) Definition. As used in this provision—

“Commercial and Government Entity (CAGE) code means--

- (1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Commercial and Government Entity (CAGE) Branch to identify a commercial or government entity; or
- (2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support and Procurement Agency (NSPA) to entities located outside the United States and its outlying areas that the DLA Commercial and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as a NATO CAGE (NCAGE) code.

(b) The Offeror shall enter its CAGE code in its offer with its name and address or otherwise include it prominently in its proposal. The CAGE code entered must be for that name and address. Enter “CAGE” before the number. The CAGE code is required prior to award.

(c) CAGE codes may be obtained via –

- (1) Registration in the system for Award management (SAM) at www.sam.gov. If the Offeror is located in the United States or its outlying areas and does not already have a CAGE code assigned, the DLA Commercial and Government Entity (CAGE) Branch will assign a CAGE code as a part of the SAM registration process. SAM registrants located outside the United States and its outlying areas shall obtain a NCAGE code prior to registration in SAM (see paragraph (c)(3) of this provision).
- (2) The DLA Commercial and Government Entity (CAGE) Branch. If registration in SAM is not required for the subject procurement, and the offeror does not otherwise register in SAM, an offeror located in the United States or its outlying areas may request that a CAGE code be assigned by submitting a request at <https://cage.dla.mil>.
- (3) The appropriate country codification bureau. Entities located outside the United States and its outlying areas may obtain an NCAGE code by contacting the Codification Bureau in the foreign entity's

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country if that country is a member of NATO or a sponsored nation. NCAGE codes may be obtained from the NSPA at <https://eportal.nspa.nato.int/AC135Public/scage/CageList.aspx> if the foreign entity's country is not a member of NATO or a sponsored nation. Points of contact for codification bureaus, as well as additional information on obtaining NCAGE codes, are available at <http://www.nato.int/structur/AC/135/main/links/contacts.htm>.

(d) Additional guidance for establishing and maintaining CAGE codes is available at <https://www.cage.dla.mil>.

(e) When a CAGE Code is required for the immediate owner and/or the highest-level owner by 52.204-17 or 52.212-3(p), the Offeror shall obtain the respective CAGE Code from that entity to supply the CAGE Code to the Government.

(f) Do not delay submission of the offer pending receipt of a CAGE code.

(End of Provision)

52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)

(a) *Definitions.* As used in this provision—

“Administrative proceeding” means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceeding at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

“Federal contracts and grants with total value greater than \$10,000,000” means—

(1) The total value of all current, active contracts and grants, including all priced options; and

(2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

“Principal” means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror has does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked “has” in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in—

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

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(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management database via <https://www.acquisition.gov> (see 52.204-7).

(End of provision)

52.209-11 REPRESENTATION BY CORPORATIONS REGARDING DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (FEB 2016)

(a) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L 113-235), and similar provisions, if contained in subsequent appropriations acts, the Government will not 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 an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment 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 an 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; and

(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)

52.215-6 PLACE OF PERFORMANCE (OCT 1997)

(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 "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

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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)

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of an Indefinite-Quantity, Fixed-Price Contract with Economic Price Adjustment contract resulting from this solicitation.

(End of provision)

52.222-57 REPRESENTATION REGARDING COMPLIANCE WITH LABOR LAWS (EXECUTIVE ORDER 13673) (DEC 2016)

(a)(1) Definitions.

“Administrative merits determination”, “arbitral award or decision”, “civil judgment”, “DOL Guidance”, “enforcement agency”, “labor compliance agreement”, “labor laws”, and “labor law decision” as used in this provision have the meaning given in the clause in this solicitation entitled 52.222-59, Compliance with Labor Laws (Executive Order 13673).

(2) Joint ventures. If the offeror is a joint venture that is not itself a separate legal entity, each concern participating in the joint venture shall separately comply with the requirements of this provision.

(b)(1) For solicitations issued on or after October 25, 2016 through April 24, 2017: The Offeror does does not anticipate submitting an offer with an estimated contract value of greater than \$50 million.

(2) For solicitations issued after April 24, 2017: The Offeror does does not anticipate submitting an offer with an estimated contract value of greater than \$500,000.

(c) If the Offeror checked “does” in paragraph (b)(1) or (2) of this provision, the Offeror represents to the best of the Offeror’s knowledge and belief [Offeror to check appropriate block]:

[] (1) There has been no administrative merits determination, arbitral award or decision, or civil judgment for any labor law violation(s) rendered against the Offeror during the period beginning on October 25, 2015 to the date of the offer, or for three years preceding the date of the offer, whichever period is shorter; or

[] (2) There has been an administrative merits determination, arbitral award or decision, or civil judgment for any labor law violation(s) rendered against the Offeror during the period beginning on October 25, 2015 to the date of the offer, or for three years preceding the date of the offer, whichever period is shorter.

(d)(1) If the box at paragraph (c)(2) of this provision is checked and the Contracting Officer has initiated a responsibility determination and has requested additional information, the Offeror shall provide—

(i) For each disclosed labor law decision in the System for Award Management (SAM) at www.sam.gov, the following, unless the information is already current, accurate, and complete in SAM. This information will be publicly available in the Federal Awardee Performance and Integrity Information System (FAPIIS):

(A) The labor law violated.

(B) The case number, inspection number, charge number, docket number, or other unique identification number.

(C) The date rendered.

(D) The name of the court, arbitrator(s), agency, board, or commission that rendered the determination or decision;

(ii) The administrative merits determination, arbitral award or decision, or civil judgment document to the Contracting Officer, if the Contracting Officer requires it;

(iii) In SAM, such additional information as the Offeror deems necessary to demonstrate its responsibility, including mitigating factors and remedial measures such as Offeror actions taken to address the violations, labor compliance agreements, and other steps taken to achieve compliance with labor laws. Offerors may provide explanatory text and upload documents. This information will not be made public unless the contractor determines that it wants the information to be made public; and

(iv) The information in paragraphs (d)(1)(i) and (d)(1)(iii) of this provision to the Contracting Officer, if the Offeror meets an exception to SAM registration (see 4.1102(a)).

(2)(i) The Contracting Officer will consider all information provided under (d)(1) of this provision as part of making a responsibility determination.

(ii) A representation that any labor law decisions were rendered against the Offeror will not necessarily result in withholding of an award under this solicitation. Failure of the Offeror to furnish a representation or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(iii) The representation in paragraph (c) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous representation, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation in accordance with the procedures set forth in part 49.

(e) The Offeror shall provide immediate written notice to the Contracting Officer if at any time prior to contract award the Offeror learns that its representation at paragraph (c) of this provision is no longer accurate.

(f) The representation in paragraph (c) of this provision will be public information in the Federal Awardee Performance and Integrity Information System (FAPIIS).

Note to 52.222-57: By a court order issued on October 24, 2016, 52.222-57 is enjoined indefinitely as of the date of the order. The enjoined section will become effective immediately if the court terminates the injunction. At that time, GSA, DoD and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.

(End of provision)

52.233-2 SERVICE OF PROTEST (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Contracting Officer.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of Provision)

52.233-9001 DISPUTES - AGREEMENT TO USE ALTERNATIVE DISPUTE RESOLUTION (DEC 2016)

(a) The parties agree to negotiate with each other to try to resolve any disputes that may arise. If unassisted negotiations are unsuccessful, the 2 parties will use alternative dispute resolution (ADR) techniques to try to resolve the dispute. Litigation will only be considered as a last resort when ADR is unsuccessful or has been documented by the party rejecting ADR to be inappropriate for resolving the dispute.

(b) Before either party determines ADR inappropriate, that party must discuss the use of ADR with the other party. The documentation rejecting ADR must be signed by an official authorized to bind the contractor (see FAR 52.233-1), or, for the Agency, by the contracting

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officer, and approved at a level above the contracting officer after consultation with the ADR Specialist and legal counsel. Contractor personnel are also encouraged to include the ADR Specialist in their discussions with the contracting officer before determining ADR to be inappropriate.

(c) If you wish to opt out of this clause, check here . Alternate wording may be negotiated with the contracting officer.

(End of Provision)

52.247-7022 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 52.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

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 electronically at this/these address(es):

FAR: <https://www.acquisition.gov/far/index.html>;

DFARS: <http://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html>

DLAD: <http://www.dla.mil/Acquisition/Documents/DLAD%20Rev%205.htm>

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The following additional provisions are incorporated by reference:

<u>PROVISION NUMBER</u>	<u>TITLE/DATE</u>
252.203-7005	Representation Relating to Compensation of Former DoD Officials (NOV 2011) DFARS
52.204-22	Alternate Line Item Proposal (JAN 2017) FAR
252.204-7008	Compliance with Safeguarding Covered Defense Information Controls (OCT 2016) DFARS
252.204-7011	Alternative Line Item Structure (SEP 2011) DFARS
252.204-7013	Limitations on the Use or Disclosure of Information by Litigation Support Offerors (MAY 2016) DFARS
252.215-7008	Only One Offer (OCT 2013) DFARS
52.217-5	Evaluation of Options (JUL 1990) FAR
52.225-25	Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran - Representation and Certification (OCT 2015) FAR

(End of provisions)

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PROCUREMENT NOTES**C03, Contractor Retention of Supply Chain Traceability Documentation (SEP 2016)**

(1) By submitting a quotation or offer, the contractor agrees that, when the contractor is not the manufacturer of the item, it is confirming that it currently has or will obtain before delivery and shall retain documented evidence (supply chain traceability documentation) that the item is from the approved manufacturer and conforms to the technical requirements. The retention period is five years after final payment under this contract.

(2) At a minimum, the supply chain traceability documentation for the item shall include: basic item description, part number and/or national stock number, manufacturing source, manufacturing source's Commercial and Government Entity (CAGE) code, and clear identification of the name and location of all supply chain intermediaries between the manufacturer to the contractor to item(s) acceptance by the Government. The documentation should also include, where available, the manufacturer's batch identification for the item(s), such as date codes, lot codes, or serial numbers.

(3) Examples of acceptable supply chain traceability documentation can be found at:

<http://www.dla.mil/LandandMaritime/Business/Selling/Counterfeit-Detection-Avoidance-Program/>

(4) The contractor shall immediately make available documentation upon request of the contracting officer. The contracting officer determines the acceptability and sufficiency of documentation. If the contractor fails to retain or provide the documentation or the contracting officer finds the documentation to be unacceptable, corrective action may be taken including, but not limited to, cancellation of undelivered orders or rejection of delivered supplies.

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

(1) Definitions.

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

"Capability Assessment Plan (CAP)" means the offeror's plan for covering S&S requirements, identification of competing priorities for the same resources, and date when the S&S capability can be attained. The offeror must provide the CAP as an attachment to its proposal when S&S items are identified in the solicitation. If the offeror cannot meet S&S quantity and delivery needs, the CAP must identify the shortfall and provide best value solutions, to include a proposed Government investment strategy to help offset the shortfall if needed.

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

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

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

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

C08, Tailored Logistics Support Purchasing Reviews (FEB 2017)

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

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

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

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

(3) When applicable, if the contractor is purchasing from subcontractors or other sources and receives a discount or rebates, the contractor must immediately pass these savings to the Government in the contract

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

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

L02, Electronic Order Transmission (SEP 2016)

Offerors shall identify one of the following alternatives for paperless order transmission:

() American National Standards Institute (ANSI) X12 Standards through a 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.

Email notification requires registration on the DLA internet bid board system (DIBBS) home page at <https://www.dibbs.bsm.dla.mil/>.

If the offeror elects ANSI/VAN order transmission, DLA will send Electronic Data Interchange (EDI) transaction sets at time of award. The contractor shall acknowledge receipt of transaction sets with a functional acknowledgement or order receipt message within 24 hours. If the award transaction set is received on a weekend or Federal holiday, the acknowledgement must be received on the next working day. This acknowledgement will confirm that the contractor's interface with the system is working as needed for contract ordering.

Note: Information regarding EDI, ANSI X12 transactions, and DLA transaction services approved VANs can be obtained from the DAAS web site by going to <https://www.transactionservices.dla.mil/daashome/edi-vanlist-dla.asp>.

Questions concerning electronic ordering should be directed to the appropriate procuring organization point of contact below:

DLA Land and Maritime, Helpdesk.EBS.L&M.LTCs@dla.mil

DLA Troop Support, dlaedigroup@dla.mil

DLA Aviation, avnprocsysproceddiv@dla.mil, phone # 804-279-4026

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L06, Agency Protests (DEC 2016)

Interested parties may file an agency level protest with the contracting officer or may request an independent review by the chief of the contracting office (CCO). Independent review by the CCO is an alternative to consideration by the contracting officer and is not available as an appellate review of a contracting officer decision on a protest previously filed with the contracting officer. Absent a clear indication of the intent to file an agency level protest with the CCO for independent review, protests will be presumed to be protests to the contracting officer.

L08, Use of Past Performance Information Retrieval System—Statistical Reporting in Past Performance Evaluations (OCT 2016)

(1) The Past Performance Information Retrieval System-Statistical Reporting (PPIRS-SR) application (<http://www.ppirs.gov/>) will be used in the evaluation of suppliers' past performance.

(2) PPIRS-SR collects quality and delivery data on previously awarded contracts and orders from existing Department of Defense reporting systems to classify each supplier's performance history by Federal supply class (FSC) and product or service code (PSC). The PPIRS-SR application provides the contracting officer quantifiable past performance information regarding a supplier's quality and delivery performance for the FSC and PSC of the supplies being purchased.

(3) The quality and delivery classifications identified for a supplier in PPIRS-SR will be used by the contracting officer to evaluate a supplier's past performance in conjunction with the supplier's references (if requested). The Government reserves the right to award to the supplier whose offer represents the best value to the Government.

(4) PPIRS-SR classifications are generated monthly for each contractor and can be reviewed by following the access instructions in the PPIRS-SR User's Manual found at https://www.ppirs.gov/pdf/PPIRS-SR_UserMan.pdf. Contractors are granted access to PPIRS-SR for their own classifications only. Suppliers are encouraged to review their own classifications, the PPIRS-SR reporting procedures and classification methodology detailed in the PPIRS-SR User's Manual, and PPIRS-SR Evaluation Criteria available from the references at https://www.ppirs.gov/pdf/PPIRS-SR_DataEvaluationCriteria.pdf. The method to challenge a rating generated by PPIRS-SR is provided in the User's Manual.

L09, Reverse Auction (OCT 2016)

The Contracting Officer may utilize reverse auctioning to conduct price discussions. If the Contracting Officer does not conduct a reverse auction, award may be made on initial offers or following discussions. If the Contracting Officer decides to use line reverse auctioning to conduct price negotiations, the Contracting Officer will notify Offerors of this decision and the following applies:

The contracting officer may use reverse auction as the pricing technique during discussions to receive the final offered prices from each offeror.

During each round of reverse auction, the system displays the lowest offer price(s) unless the auction instructions are different. All offerors and authorized auction users see the displayed lowest price(s). This disclosure is anonymous and a generic identifier displays for the offeror. Generic identifiers include designators such as "offer 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.

An offeror's final auction price at the close of the reverse auction is considered its final price 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 price proposal revisions are again requested in

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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.

The contracting officer identifies participants to the DLA commercial reverse auction service provider. To be eligible for award and participate, the offeror must agree with terms and conditions of the entire solicitation and the commercial reverse auction service. The reverse auction pricing tool system administrator sends auction information in an email. The reverse auction system 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." If a tie offer is submitted and no evaluation factors other than price were identified in the solicitation or a low-price technically acceptable source selection is being used, the "Not Lead" offeror that submitted the tie offer must offer a changed price; otherwise its offer will be ineligible for award. If evaluation factors in addition to price were listed in the solicitation and a tradeoff source selection is being used, tie offers that are "Not Lead" will be considered and evaluated.

Offerors 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 their 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.

Training. The commercial reverse auction service provider or government representative conducts training for offerors. Offerors receive training through written material, the commercial reverse auction service provider's website, or other means. Trainers name employees successfully completing the training as a "Trained Offeror." Only trained offerors may engage in a reverse auction. The contracting officer reserves the right to remove the "trained offeror" title from anyone who fails to obey the solicitation or commercial reverse auction service provider terms and conditions.

L18, Surge and Sustainment (S&S) Requirements – Instructions to Offerors (FEB 2017)

- (1) Each offeror must describe in its proposal its ability to meet the S&S accelerated delivery specified for items critical to support the Department of Defense in conducting contingency operations. These S&S items are identified in Section C with quantities expressed as a Monthly Wartime Rate (MWR) or in a D1-D6 schedule. The S&S quantity and delivery requirements are in addition to peacetime quantities. S&S requirements may be met through access to production capability as well as contractor-owned or contractor-managed inventory or safety stocks.
- (2) Each offeror must include in its basic proposal a brief description of how it will ramp up to meet accelerated delivery and increased quantities (i.e., surge) and sustain an increased production and delivery pace throughout the contingency (i.e., sustainment). Additionally, each offeror must provide a separate capability assessment plan (CAP) to document its detailed technical approach for covering S&S requirements.
- (3) If the CAP recommends some type of Government investment, offerors must include their plan for refreshing or replacing S&S material consumed to ensure a continued surge capability. The CAP must include an exit strategy that describes the transition and ramp-down of S&S assets and any remaining Government investment not consumed before contract expiration.
- (4) Offerors must provide pricing within the electronic CAP submission for S&S requirements based on the schedule for delivering items in the offeror's CAP. When S&S pricing exceeds peacetime pricing, the offeror's proposal must include sufficient description to explain the rationale for the additional costs associated and provide a breakdown of costs to substantiate the pricing. **This paragraph (4) does not apply to DLA Troop Support Subsistence.**

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L19, Surge and Sustainment (S&S) – Capability Assessment Plan (CAP) (FEB 2017)

Offerors must complete the CAP electronically using the worldwide web industrial capabilities program (WICAP) website at <https://wicap.hq.dla.mil/wicap/>.

L21, Surge and Sustainment (S&S) – Capability Assessment Plan (CAP) – DLA Troop Support – Subsistence (FEB 2017)

Offerors must submit the CAP for items identified with surge requirements in the Statement of Work. The CAP must—

- (1) Outline the offeror's method of addressing the S&S requirements, whether defined as a percentage of annual demands or by individual line items. If the S&S quantity or delivery requirements cannot be met, the offeror must identify the shortfall and provide the best value solutions to include a proposed strategy to offset the shortfall.
- (2) Describe how the offeror will reduce peacetime production lead times by 50% to meet S&S requirements.
- (3) Provide letters of commitment or other agreements from suppliers and service providers (e.g., additional equipment or warehouse space) confirming they can meet S&S requirements.
- (4) Provide a plan to continue operations from an alternate facility in the event the primary facility is damaged or otherwise unable to operate at full capacity.
- (5) Identify competing priorities for the same resources, and ensure that meeting surge delivery requirements is independent of any other contracts or production requirements.
- (6) Identify the lead time for providing required S&S capability.
- (7) If applicable, include an exit strategy describing how to transition and ramp-down S&S assets and any Government investment.

M07, Surge and Sustainment (S&S) Evaluation (FEB 2017)

- (1) Capability Assessment Plan (CAP) Evaluation: The CAP will be reviewed and assessed for responsiveness, completeness, and technical merit. The CAP must demonstrate (i) the offeror's ability to provide the full S&S quantity and meet the delivery requirements as specified in the solicitation; (ii) the technical merits of the proposed solutions to any identified shortfalls in S&S quantity and/or delivery requirements; and (iii) the ability to achieve the solutions without Government investment. If the CAP includes Government investment, the evaluation includes plans to refresh or replace S&S material and related exit strategy to ensure the Government's continued surge capability.
- (2) S&S Past Performance History: The quality and extent of the offeror's historical surge support performance will be considered as part of the overall past performance evaluation. In the absence of or in addition to historical S&S capability support, the contracting officer may consider other relevant performance history that demonstrates the offeror's ability to respond to and sustain higher than normal production rates or faster than normal delivery requirements, or both.
- (3) The contracting officer will include the S&S price in the overall price evaluation.

(End of Notes)

List of Attachments

Description	File Name
ATTACH.NNE STATEMENT OF WORK	ATTACHMENT 1- NNE STATEMENT O
ATTACH.DELIVERY POINTS SCHEDULES	ATTACHMENT 10- Delivery Points
ATTACH.DLA INVOICE SUMMARY SHEET	ATTACHMENT 11- DLA Invoice Su
ATTACH.DLA QUOTE SHEET	ATTACHMENT 12 - DLA Quote She
ATTACH.MARKET BASKET-PRICE PROPOSAL SHEET	ATTACHMENT 2-NNE Market Baske
ATTACH.NNE CATALOG	ATTACHMENT 3-NNE CATALOG.pdf
ATTACH.AIR FORCE FOOD SPECIFICATION GUIDE	ATTACHMENT 4 - AIR FORCE FOOD
ATTACH.ARMY'S BUYER'S GUIDE	ATTACHMENT 5 - ARMY BUYER's G
ATTACH.JOINT SUBSISTENCE POLICY BOARD (JSPB) DOD MENU STANDARDS	ATTACHMENT 6 - JSPB DOD Menu
ATTACH.STORES-AMPS CUSTOMER VENDOR REQUEST	ATTACHMENT 7 - STORES-AMPS CU
ATTACH.EDI IMPLEMENTATION GUIDELINES FOR SUBSISTENCE PRIME VENDOR (STORES)	ATTACHMENT 8 - EDI IMPLEMENTA
ATTACH.FPCON	ATTACHMENT 9 - FPCON.pdf