

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER 1000009006	PAGE 1 OF 104	
2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER SPE300-13-R-1019	6. SOLICITATION ISSUE DATE 2013 NOV 19		
7. FOR SOLICITATION INFORMATION CALL:	a. NAME Daniel Turner PSPTAF8		b. TELEPHONE NUMBER (No Collect calls) Phone: 215-737-8683		8. OFFER DUE DATE/ LOCAL TIME 2014 JAN 03 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"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> EDWOSB NAICS: 311999 <input type="checkbox"/> 8 (A) SIZE STANDARD: 500			
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 _____ 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

42a. RECEIVED BY (*Print*)

41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER

41c. DATE

42b. RECEIVED AT (*Location*)

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

42d. TOTAL CONTAINERS

Continuation of block 28: The Contractor is required to sign and return 1 copy to the issuing office.

There are 3 Attachments included with this solicitation:

- 1: Schedule of items
- 2: 864 Inventory Reporting
- 3: STORES and EDI Requirements

CONTINUED ON NEXT PAGE

Form**Additional Data - CAUTION NOTICE**
SF1449 - CONTINUATION SHEETADMINISTRATIVE DATA/DELIVERY SCHEDULE
CONTINUATION OF THE BLOCKS ON PAGE 1 (SF 1449)**BLOCK 8** (continued):

OFFER DUE DATE/LOCAL TIME: January 3, 2014, 3:00 P.M. PHILADELPHIA TIME

NOTE: This solicitation 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 on the following pages.

BLOCK 9 (continued):All offers/modifications/withdrawals must be plainly marked on the OUTERMOST ENVELOPE with the solicitation number, closing date, and time set for the receipt of offers.Send **MAILED OFFER** to:DEFENSE LOGISTICS AGENCY
DLA TROOP SUPPORT
POST OFFICE BOX 56667
PHILADELPHIA, PA 19111-6667Deliver **HAND CARRIED OFFER**, including delivery by commercial carrier, to:DLA TROOP SUPPORT
BUSINESS OPPORTUNITIES OFFICE
BLDG. 36, SECOND FLOOR
700 ROBBINS AVENUE
PHILADELPHIA, PA 19111-5092

All hand carried offers are to be delivered to the Business Opportunities Office between 8:00 AM and 5:00 PM, Monday through Friday, except for legal federal holidays as set forth in 5 USC 6103.

Contractors intending to deliver offers in-person should be advised that the Business Opportunities Office (Bid Room) is located within a secure military installation. In order to gain access to the facility, an escort may be required. The escort will be an employee from the Bid Room. The following are telephone numbers for the Bid Room: (215)737-8511, (215)737-9044, (215)737-8556, (215)737-0317. It is the offeror's responsibility to ensure that offers are received at the correct location at the correct time. Please allow sufficient time to complete delivery of hand carried offers. Since the length of time necessary to gain access to the facility varies based on a number of circumstances, it is recommended that you arrive at the installation at least one hour prior to the time the solicitation closes to allow for security processing and to secure an escort. NOTE: THIS IS A SUGGESTION AND NOT A GUARANTEE THAT YOU WILL GAIN ACCESS TO THE BASE IF YOU ARRIVE ONE HOUR BEFORE THE OFFER IS DUE.

Offerors that respond to this solicitation using a commercial carrier service must ensure that the commercial carrier service "hand carries" the package to the Business Opportunities Office prior to the scheduled closing time.

NOTE: Facsimile and E-mail Offers are not acceptable forms of transmission for submission of initial proposals or revisions to initial proposals submitted in response to this solicitation. As directed by the Contracting Officer, facsimile and e-mail may be used during discussions/negotiations, if discussions/negotiations are held, for proposal revision(s), including Final Proposal revision(s).**BLOCK 17A.** (Continued):

CONTINUED ON NEXT PAGE

OFFERORS: SPECIFY
 CAGE CODE: _____
 PRIMARY COMPANY POC/NEGOTIATOR: _____
 PHONE #: _____
 E-MAIL ADDRESS: _____
 FAX NUMBER _____

BLOCK 17B. (CONTINUED)

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

Offeror's assigned DUNS Number: _____

AUTHORIZED NEGOTIATORS:

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

BLOCKS 19-24 (CONTINUED): SEE SCHEDULE OF ITEMS (ATTACHMENT 1)

CAUTION NOTICE

NOTICE TO DLA SUPPLIERS

The Government reserves the right to cancel this solicitation. If this should occur, the Government will not be liable for any proposal preparation costs or any other costs the contractors may have incurred.

In accordance with FAR 52.225-25, each offeror must certify that the offeror, and any person owned or controlled by the offeror, does not engage in any activity for which sanctions may be imposed under section 5 of the Iran Sanctions Act. Each offeror shall update its ORCA certifications and/or by submission of an offer, make the above certification (See FAR 52.212-3).

Additional copies of Attachment 1, tabs 1 and 2, the Schedule of Items and the Category Distribution Price List, will be provided by DLA Troop Support to offerors upon request (e-mail request is preferred). See below e-mail contact information.

DLA Troop Support Points of Contact:

Daniel.J.Turner@dla.mil
Linda.Ford@Dla.mil

CONTRACTOR CODE OF BUSINESS ETHICS (FEB 2012) DLA TROOP SUPPORT

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.

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CAUTION NOTICE

STATUS OF FORCES AGREEMENT (SOFA) CLAUSES

INVITED CONTRACTOR OR TECHNICAL REPRESENTATIVE STATUS UNDER U.S. – REPUBLIC OF KOREA (ROK)

Invited Contractor (IC) and Technical Representative (TR) status shall be governed by the U.S. –ROK Status of Forces Agreement (SOFA) as implemented by United States Forces Korea (USFK) Reg 700-19, which can be found under the “publications” tab on the US Forces Korea homepage <http://www.usfk.mil>

(a) Definitions. As used in this clause-

“U.S. – ROK Status of Forces Agreement” (SOFA) means the Mutual Defense Treaty between the Republic of Korea and the U.S. of America, Regarding Facilities and Areas and the Status of U.S. Armed Forces in the Republic of Korea, as amended

“Combatant Commander” means the commander of a unified or specified combatant command established in accordance with 10 U.S.C. 161. In Korea, the Combatant Commander is the Commander, United States Pacific Command.

"United States Forces Korea" (USFK) means the subordinate unified command through which US forces would be sent to the Combined Forces Command fighting components.

"Commander, United States Forces Korea" (COMUSK) means the commander of all U.S. forces present in Korea. In the Republic of Korea, COMUSK also serves as Commander, Combined Forces Command (CDR CFC) and Commander, United Nations Command (CDR UNC).

"USFK, Assistant Chief of Staff, Acquisition Management" (USFKIFKAQ) means the principal staff office to USFK for all acquisition matters and administrator of the U.S.-ROK SOFA as applied to US and Third Country contractors under the Invited Contractor (IC) and Technical Representative (TR) Program (USFK Reg 700-19).

"Responsible Officer (RO)" means a senior DOD employee (such as a military E5 and above or civilian GS-7 and above), appointed by the USFK Sponsoring Agency (SA), who is directly responsible for determining and administering appropriate logistics support for IC/TRs during contract performance in the ROK.

(b) IC or TR status under the SOFA is subject to the written approval of USFK, Assistant Chief of Staff, Acquisition Management (FKAQ), Unit #15237, APO AP 96205-5237.

(c) The contracting officer will coordinate with HQ USFKIFKAQ, IAW FAR 25.8, and USFK Reg 700-19. FKAQ will determine the appropriate contractor status under the SOFA and notify the contracting officer of that determination.

(d) Subject to the above determination, the contractor, including its employees and lawful dependents, may be accorded such privileges and exemptions under conditions and limitations as specified in the SOFA and USFK Reg 700-19. These privileges and exemptions may be furnished during the performance period of the contract, subject to their availability and continued SOFA status. Logistics support privileges are provided on an as-available basis to properly authorized individuals. Some logistics support may be issued as Government Furnished Property or transferred on a reimbursable basis.

(e) The contractor warrants and shall ensure that collectively, and individually, its officials and employees performing under this contract will not perform any contract, service, or other business activity in the ROK, except under U.S. Government contracts and that performance is IAW the SOFA.

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(f) The contractor's direct employment of any Korean-National labor for performance of this contract shall be governed by ROK labor law and USFK regulation(s) pertaining to the direct employment and personnel administration of Korean National personnel.

(g) The authorities of the ROK have the right to exercise jurisdiction over invited contractors and technical representatives, including contractor officials, employees and their dependents, for offenses committed in the ROK and punishable by the laws of the ROK. In recognition of the role of such persons in the defense of the ROK, they will be subject to the provisions of Article XXII, SOFA, related Agreed Minutes and Understandings. In those cases in which the authorities of the ROK decide not to exercise jurisdiction, they shall notify the U.S. military authorities as soon as possible. Upon such notification, the military authorities will have the right to exercise jurisdiction as is conferred by the laws of the U.S.

(h) Invited contractors and technical representatives agree to cooperate fully with the USFK Sponsoring Agency (SA) and Responsible Officer (RO) on all matters pertaining to logistics support and theater training requirements. Contractors will provide the assigned SA prompt and accurate reports of changes in employee status as required by USFK Reg 700-19.

(i) Theater Specific Training. Training Requirements for ICITR personnel shall be conducted in accordance with USFK Reg 350-2 Theater Specific Required Training for all Arriving Personnel and Units Assigned to, Rotating to, or in Temporary Duty Status to USFK. ICITR personnel shall comply with requirements of USFK Reg 350-2.

(j) Except for contractor air crews flying Air Mobility Command missions, all U.S. contractors performing work on USAF classified contracts will report to the nearest Security Forces Information Security Section for the geographical area where the contract is to be performed to receive information concerning local security requirements.

(k) Invited Contractor and Technical Representative status may be withdrawn by USFK/IFKAQ upon:

(1) Completion or termination of the contract.

(2) Determination that the contractor or its employees are engaged in business activities in the ROK other than those pertaining to U.S. armed forces.

(3) Determination that the contractor or its employees are engaged in practices in contravention to Korean law or USFK regulations.

(l) It is agreed that the withdrawal of invited contractor or technical representative status, or the withdrawal of, or failure to provide any of the privileges associated therewith by the U.S. and USFK, shall not constitute grounds for excusable delay by the contractor in the performance of the contract and will not justify or excuse the contractor defaulting in the performance of this contract. Furthermore, it is agreed that withdrawal of SOFA status for reasons outlined in USFK Reg 700-19, Chapter 2-6 shall not serve as a basis for the contractor filing any claims against the U.S. or USFK. Under no circumstance shall the withdrawal of SOFA Status or privileges be considered or construed as a breach of contract by the U.S. Government.

(m) Support.

(1) Unless the terms and conditions of this contract place the responsibility with another party, the COMUSK will develop a security plan to provide protection, through military means, of Contractor personnel engaged in the theater of operations when sufficient or legitimate civilian authority does not exist.

(2)(i) All Contractor personnel engaged in the theater of operations are authorized resuscitative care, stabilization, hospitalization at level III military treatment facilities, and assistance with patient movement in emergencies where loss of life, limb, or eyesight could occur. Hospitalization will be limited to stabilization and short-term medical treatment with an emphasis on return to duty or placement in the patient movement system.

(ii) When the Government provides medical or emergency dental treatment or transportation of Contractor personnel to a selected civilian facility, the Contractor shall ensure that the Government is reimbursed for any costs associated with such treatment or transportation.

(iii) Medical or dental care beyond this standard is not authorized unless specified elsewhere in this contract.

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(3) Unless specified elsewhere in this contract, the Contractor is responsible for all other support required for its personnel engaged in the theater of operations under this contract.

(n) Compliance with laws and regulations. The Contractor shall comply with, and shall ensure that its personnel supporting U.S. Armed Forces in the Republic of Korea as specified in paragraph (b)(1) of this clause are familiar with and comply with, all applicable-

United States, host country, and third country national laws;

Treaties and international agreements;

(3) United States regulations, directives, instructions, policies, and procedures; and

(4) Orders, directives, and instructions issued by the COMUSK relating to force protection, security, health, safety, or relations and interaction with local nationals. Included in this list are force protection advisories, health advisories, area (i.e. "off-limits"), prostitution and human trafficking and curfew restrictions.

(o) Vehicle or equipment licenses. IAW USFK Regulation 190-1, Contractor personnel shall possess the required licenses to operate all vehicles or equipment necessary to perform the contract in the theater of operations. All contractor employees/dependents must have either a Korean driver's license or a valid international driver's license to legally drive on Korean roads.

(p) Evacuation.

(1) If the COMUSK orders a non-mandatory or mandatory evacuation of some or all personnel, the Government will provide assistance, to the extent available, to United States and third country national contractor personnel.

(2) Non-combatant Evacuation Operations (NEO).

(i) The contractor shall designate a representative to provide contractor personnel and dependents information to the servicing NEO warden as required by direction of the Responsible Officer.

(ii) If contract period of performance in the Republic of Korea is greater than six months, non emergency essential contractor personnel and all IC/TR dependents shall participate in at least one USFK sponsored NEO exercise per year.

(q) Next of kin notification and personnel recovery.

(1) The Contractor shall be responsible for notification of the employee-designated next of kin in the event an employee dies, requires evacuation due to an injury, or is missing, captured, or abducted.

(2) In the case of missing, captured, or abducted contractor personnel, the Government will assist in personnel recovery actions in accordance with DOD Directive 2310.2, Personnel Recovery.

(3) IC/TR personnel shall accomplish Personnel Recovery/Survival, Evasion, Resistance and Escape (PRISERE) training in accordance with USFK Reg 525-40, Personnel Recovery Procedures and USFK Reg 350-2 Theater Specific Required Training for all Arriving Personnel and Units Assigned to, Rotating to, or in Temporary Duty Status to USFK.

(r) Mortuary affairs. Mortuary affairs for contractor personnel who die while providing support in the theater of operations to U.S. Armed Forces will be handled in accordance with DOD Directive 1300.22, Mortuary Affairs Policy and Army Regulation 638-2, Care and Disposition of Remains and Disposition of Personal Effects.

(s) USFK Responsible Officer (RO). The USFK appointed RO will ensure IC/TR personnel complete all applicable training as outlined in this clause.

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CONTINUANCE OF PERFORMANCE DURING ANY STATE OF EMERGENCY IN THE REPUBLIC OF KOREA (ROK)

Invited Contractor (IC) and Technical Representative (TR) status shall be governed by the U.S. ROK Status of Forces Agreement (SOFA) as implemented by United States Forces Korea (USFK) Reg 700-19, which can be found under the "publications" tab on the US Forces Korea homepage <http://www.usfk.mil>

(a) Definitions. As used in this clause-

"U.S.- ROK Status of Forces Agreement" (SOFA) means the Mutual Defense Treaty between the Republic of Korea and the U.S. of America, Regarding Facilities and Areas and the Status of U.S. Armed Forces in the Republic of Korea, as amended

"Combatant Commander" means the commander of a unified or specified combatant command established in accordance with 10 U.S.C. 161. In Korea, the Combatant Commander is the Commander, United States Pacific Command.

"United States Forces Korea" (USFK) means the subordinate unified command through which US forces would be sent to the Combined Forces Command fighting components.

COMUSK means the commander of all U.S. forces present in Korea. In the Republic of Korea, COMUSK also serves as Commander, Combined Forces Command (CDR CFC) and Commander, United Nations Command (CDR UNC).

"USFK, Assistant Chief of Staff, Acquisition Management" (USFKIFKAQ) means the principal staff office to USFK for all acquisition matters and administrator of the U.S.-ROK SOFA as applied to US and Third Country contractors under the Invited Contractor (IC) and Technical Representative (TR) Program (USFK Reg 700-19).

"Responsible Officer" (RO) means A senior DOD employee (such as a military E-5 and above or civilian GS-7 and above), appointed by the USFK Sponsoring Agency (SA), who is directly responsible for determining and administering appropriate logistics support for IC/TRs during contract performance in the ROK.

"Theater of operations" means an area defined by the combatant commander for the conduct or support of specified operations.

"Uniform Code of Military Justice" means 10 U.S.C. Chapter 47 (b) (b) General.

(1) This clause applies when contractor personnel deploy with or otherwise provide support in the theater of operations (specifically, the Korean Theater of Operations) to U.S. military forces deployed/located outside the United States in-

- (i) Contingency operations;
- (ii) Humanitarian or peacekeeping operations; or
- (iii) Other military operations or exercises designated by the Combatant Commander.

(2) Contract performance in support of U.S. military forces may require work in dangerous or austere conditions. The Contractor accepts the risks associated with required contract performance in such operations. The contractor will require all its employees to acknowledge in writing that they understand the danger, stress, physical hardships and field living conditions that are possible if the employee deploys in support of military operations,

(3) Contractor personnel are not combatants and shall not undertake any role that would jeopardize their status. Contractor personnel shall not use force or otherwise directly participate in acts likely to cause actual harm to enemy armed forces.

(c) Support.

(1) Unless the terms and conditions of this contract place the responsibility with another party, the COMUSK will develop a security plan to provide protection, through military means, of Contractor personnel engaged in the theater of operations when sufficient or legitimate civilian authority does not exist.

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(2)(i) All Contractor personnel engaged in the theater of operations are authorized resuscitative care, stabilization, hospitalization at level III military treatment facilities, and assistance with patient movement in emergencies where loss of life, limb, or eyesight could occur. Hospitalization will be limited to stabilization and short-term medical treatment with an emphasis on return to duty or placement in the patient movement system.

(ii) When the Government provides medical treatment or transportation of Contractor personnel to a selected civilian facility, the Contractor shall ensure that the Government is reimbursed for any costs associated with such treatment or transportation.

(iii) Medical or dental care beyond this standard is not authorized unless specified elsewhere in this contract.

(3) Unless specified elsewhere in this contract, the Contractor is responsible for all other support required for its personnel engaged in the theater of operations under this contract.

(d) Compliance with laws and regulations. The Contractor shall comply with, and shall ensure that its personnel supporting U.S. Armed Forces in the Republic of Korea as specified in paragraph (b)(1) of this clause are familiar with and comply with, all applicable-

(1) United States, host country, and third country national laws;

(i) The Military Extraterritorial Jurisdiction Act may apply to contractor personnel if contractor personnel commit crimes outside the United States.

(ii) Under the War Crimes Act, United States citizens (including contractor personnel) who commit war crimes may be subject to federal criminal jurisdiction.

(iii) When Congress formally declares war, contractor personnel authorized to accompany the force may be subject to the Uniform Code of Military Justice.

(2) Treaties and international agreements;

(3) United States regulations, directives, instructions, policies, and procedures; and

(4) Orders, directives, and instructions issued by the COMUSK relating to force protection, security, health, safety, or relations and interaction with local nationals. Included in this list are force protection advisories, health advisories, area (i.e. "off-limits"), prostitution and human trafficking and curfew restrictions.

(e) Pre-deployment/departure requirements. The Contractor shall ensure that the following requirements are met prior to deploying/locating personnel in support of U.S. military forces in the Republic of Korea. Specific requirements for each category may be specified in the statement of work or elsewhere in the contract.

(1) All required security and background checks are complete and acceptable.

(2) All contractor personnel meet the minimum medical screening requirements and have received all required immunizations as specified in the contract. In the Republic of Korea, all contractor employees subject to this clause shall comply with the same DoD immunization requirements applicable to Emergency Essential DoD civilians-INCLUDING ANTHRAX IMMUNIZATION. The Government will provide, at no cost to the Contractor, any Korean theater-specific immunizations and/or medications not available to the general public.

(3) Contractor personnel have all necessary passports, visas, and other documents required to enter and exit a theater of operations and have a Geneva Conventions identification card from the deployment center or CONUS personnel office-if, applicable.

(4) Country and theater clearance is obtained for contractor personnel. Clearance requirements are in DOD Directive 4500.54, Official Temporary Duty Abroad, DOD 4500.54-G, DOD Foreign Clearance Guide, and USFK Reg 1-40, United States Forces Korea Travel Clearance Guide. Contractor personnel are considered non-DOD personnel traveling under DOD sponsorship.

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(f) Processing and departure points. Deployed contractor personnel shall-

(1) Under contingency conditions or under other conditions as specified by the Contracting Officer, process through the deployment center designated in the contract, prior to deploying. The deployment center will conduct deployment processing to ensure visibility and accountability of contractor personnel and to ensure that all deployment requirements are met;

(2) Use the point of departure and transportation mode directed by the Contracting Officer; and

(3) If processing through a deployment center, process through a Joint Reception Center (JRC) upon arrival at the deployed location. The JRC will validate personnel accountability, ensure that specific theater of operations entrance requirements are met, and brief contractor personnel on theater-specific policies and procedures.

(g) Personnel data list.

(1) The Contractor shall establish and maintain with the designated Government official a current list of all contractor personnel that deploy with or otherwise provide support in the theater of operations to U.S. military forces as specified in paragraph (b)(1) of this clause. The Synchronized Predeployment and Operational Tracker (SPOT) is the designated automated system to use for this effort. This accountability requirement is separate and distinct from the personnel accountability requirement listed in the U.S.-ROK SOFA's Invited Contractor/Technical Representative Program (as promulgated in USFK Regulation 700-19).

(2) The Contractor shall ensure that all employees on the list have a current DD Form 93, Record of Emergency Data Card, on file with both the Contractor and the designated Government official.

(h) Contractor personnel.

(1) The Contracting Officer may direct the Contractor, at its own expense, to remove and replace any contractor personnel who jeopardize or interfere with mission accomplishment or who fail to comply with or violate applicable requirements of this clause. Contractors shall replace designated personnel within 72 hours, or at the Contracting Officer's direction. Such action may be taken at the Government's discretion without prejudice to its rights under any other provision of this contract, including the Termination for Default clause.

(2) The Contractor shall have a plan on file showing how the Contractor would replace employees who are unavailable for deployment or who need to be replaced during deployment. The Contractor shall keep this plan current and shall provide a copy to the Contracting Officer and USFK Sponsoring Agency (see USFK Reg 700-19) upon request. The plan shall-

(i) Identify all personnel who are subject to U.S. or Republic of Korea military mobilization; (ii) Identify any exemptions thereto;

(iii) Detail how the position would be filled if the individual were mobilized; and

(iv) Identify all personnel who occupy a position that the Contracting Officer has designated as mission essential.

(i) Military clothing and protective equipment.

(1) Contractor personnel supporting a force deployed outside the United States as specified in paragraph (b)(1) of this clause are prohibited from wearing military clothing unless specifically authorized in writing by the COMUSK. If authorized to wear military clothing, contractor personnel must wear distinctive patches, arm bands, nametags, or headgear, in order to be distinguishable from military personnel, consistent with force protection measures and the Geneva Conventions.

(2) Contractor personnel may wear military-unique organizational clothing and individual equipment (OCIE) required for safety and security, such as ballistic, nuclear, biological, or chemical protective clothing.

(3) The deployment center, the Combatant Commander, or the Sponsoring Agency shall issue OCIE and shall provide training, if necessary, to ensure the safety and security of contractor personnel.

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(4) The Contractor shall ensure that all issued OCIE is returned to the point of issue, unless otherwise directed by the Contracting Officer.

(j) Weapons

(1) If the Contractor requests that its personnel performing in the theater of operations be authorized to carry weapons, the request shall be made through the Contracting Officer to the COMUSK. The COMUSK will determine whether to authorize in-theater contractor personnel to carry weapons and what weapons will be allowed.

(2) The Contractor shall ensure that its personnel who are authorized to carry weapons-

(i) Are adequately trained;

(ii) Are not barred from possession of a firearm by 18 U.S.C. 922; and

(iii) Adhere to all guidance and orders issued by the COMUSK regarding possession, use, safety, and accountability of weapons and ammunition.

(iv) The use of deadly force by persons subject to this clause shall be made only in self-defense, except:

(v) Persons subject to this clause who primarily provide private security are authorized to use deadly force only as defined in the terms and conditions of this contract in accordance with USFK regulations and policies (especially, USFK Regulation 190-50).

(vi) Liability for the use of any weapon by persons subject to this clause is solely the responsibility of the individual person and the contractor.

(3) Upon redeployment or revocation by the COMUSK of the Contractor's authorization to issue firearms, the Contractor shall ensure that all Government-issued weapons and unexpended ammunition are returned as directed by the Contracting Officer.

(k) Evacuation.

(1) In the event of a non-mandatory evacuation order, unless authorized in writing by the Contracting Officer, the Contractor shall maintain personnel on location sufficient to meet obligations under this contract.

(l) Theater Specific Training. Training Requirements for IC/TR personnel shall be conducted in accordance with USFK Reg 350-2 Theater Specific Required Training for all Arriving Personnel and Units Assigned to, Rotating to, or in Temporary Duty Status to USFK.

(m) USFK Responsible Officer (RO). The USFK appointed RO will ensure aiiiC/TR personnel complete all applicable training as outlined in this clause.

(n) Changes. In addition to the changes otherwise authorized by the Changes clause of this contract, the Contracting Officer may, at any time, by written order identified as a change order, make changes in Government-furnished facilities, equipment, material, services, or site. Any change order issued in accordance with this paragraph shall be subject to the provisions of the Changes clause of this contract.

(o) Subcontracts. The Contractor shall incorporate the substance of this clause, including this paragraph, in all subcontracts that require subcontractor personnel to be available to deploy with or otherwise provide support in the theater of operations to U.S. military forces deployed/stationed outside the United States in-

(1) Contingency operations;

(2) Humanitarian or peacekeeping operations; or

CONTINUED ON NEXT PAGE

(3) Other military operations or exercises designated by the Combatant Commander.

(p) The Contracting Officer will discern any additional GFE, GFP or logistical support necessary to facilitate the performance of the enhanced requirement or necessary for the protection of contractor personnel. These items will be furnished to the Contractor at the sole discretion of the Contracting Officer and may be provided only on a reimbursable basis.

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******PRE-PROPOSAL QUESTIONS********SOLICITATION NUMBER SPE300-13-R-1019**

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

DUE DATE FOR QUESTIONS IS DECEMBER 4, 2013

3:00 PM, PHILADELPHIA TIME.

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

NAME OF FIRM
NAME AND TITLE OF REPRESENTATIVE
ADDRESS OF FIRM
E-MAIL ADDRESS
PHONE NUMBER
SIZE OF BUSINESS
QUESTIONS

THIS INFORMATION MAY BE E-MAILED TO DANIEL TURNER AND LINDA FORD AT Daniel.J.Turner@dla.mil AND Linda.Ford@dla.mil.

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

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CAUTION NOTICE

????

DID YOU REMEMBER TO:

????

Number	Reminder	Check
1	Use the Attachment 1 spreadsheet for submission of your pricing information?	
2	Fill in and sign SF1449 as required?	
3	Print one copy of the solicitation from the DLA Troop Support web site www. www.troopsupport.dla.mil/subs/pv/regions/pacific/pvpacific.asp? Return one (1) signed and completed copy of this solicitation with your proposal?	
4	Return one (1) signed copy of any amendments issued to this solicitation.	
5	Prepare and return 5 written and 1 electronic copies of the Technical Proposal, 2 written copies of the Business Proposal / Pricing (inclusive of attachment 1), and 1 electronic copy of attachment 1?	
6	Submit Attachment 1 in accordance with the instructions in the solicitation (one working copy on a Microsoft Excel Spreadsheet formatted CD)?	
7	Submit (1) hard copy of each MANUFACTURER'S quote or invoice for every item listed on Attachments 1(ONE COPY OF THE QUOTE OR INVOICE FOR EACH INDIVIDUAL ITEM)? Label or use a cover sheet for each quote or invoice to identify the item number from the schedule that it supports? Submit the quotes or invoices in item number sequence? Submit quotes or invoices that are dated within sixty (60) days prior to the date specified for receipt of offers (initial or revised, whichever is later)? Are FOB Origin Terms clearly identified on the quote or invoice? Is the NAPA discount clearly identified on the quote or invoice and removed from the product price? Refer to solicitation for actual requirements.	
8	Submit a list of CONUS and OCONUS "Distribution Facility(s)" or "Places of Performance" that will directly support the proposed customers? Warehouses functioning as backups should be designated as such.	
9	Check your math for accuracy on your Business Proposal/Pricing?	
10	Submit your best offer?	
11	A Government Owned, Contractor Operated (GOCO) facility is available for GFM Storage only, see Statement of Work paragraph VIII. B.	
12	Identify your authorized negotiators above as required. Did you identify which negotiator will serve as the primary point of contact?	
13	Submit a list of all your affiliates / subsidiaries / partially or wholly-owned companies that will be utilized for this contract.	
14	Under Low Price Technically Acceptable (LPTA) process, award will be made on the basis of the lowest evaluated price of proposals meeting or exceeding the acceptability standards for all non-cost factors.	

Part 12 Clauses

Statement of Work

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- III. Terms of Indefinite Delivery Indefinite Quantity Contract
- IV. Contract Implementation Phase

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ATTACHMENTS

- Attachment 1 – Schedule of Items and Category Distribution Price List (Tabs 1 and 2, respectively)
- Attachment 2 – Inventory Reporting Data
- Attachment 3 – STORES and EDI Requirements

STATEMENT OF WORK**I. INTRODUCTION**

DLA Troop Support intends to enter into a **fixed-price Indefinite Delivery Indefinite Quantity Contract (IDIQ), with Economic Price Adjustment**, with a full line food distributor who will act as a contractor responsible for the supply and delivery of semi-perishable and perishable items. The solicitation is will be set as **unrestricted**. The contractor must be capable of supplying all chilled products, semi perishable food stuffs, frozen fish, meat and poultry, other frozen foods (fruits, vegetables, prepared foods, etc.), dairy and ice cream products, fresh and frozen bakery products, beverages & juices (non-dispenser), fresh fruits and vegetables, non-food items and Government Furnished Material (GFM) such as Unitized Group Rations (UGR's,) Meal, Ready to Eat (MRE's), Health and Comfort packs (HCP's) and other operational rations items (either currently in existence or to be introduced during the term of this award).

The purpose of this solicitation is for the DLA Troop Support to establish an IDIQ commercial contract to provide subsistence products to the military and other federally funded customers within the Republic of Korea. Other customers including other non-Department of Defense (DOD) customers may also be added as required over the life of any resultant contract. An IDIQ provides for an indefinite quantity, within stated limits, of specific supplies or services to be furnished during a fixed period, with individual deliveries to be scheduled by customers placing orders with the contract (FAR 16.504(a)). Note: The term "Ordering Facilities" or "Ordering Activities," as used throughout this solicitation, will refer to all of the delivery points under this solicitation.

The Government will utilize the Low Price Technically Acceptable Process as a means of selecting the awardee. Proposals will be evaluated for technical acceptability. The Government will make award to the contractor submitting a technically acceptable proposal with the lowest evaluated price. Contractors must be technically acceptable in every factor in order for the entire proposal to be rated technically acceptable.

The terms "contractor" and "prime vendor", as well as the terms "purchase order" and "delivery order" are used interchangeably throughout this Statement of Work (SOW). Additionally, the terms "Attachments 1" and "Schedule of Items" is used interchangeably throughout this Statement of Work.

Prices are to be submitted, and payment will be made, in U.S. dollars.

The contractor will deliver to locations throughout the Republic of Korea.

The Government intends to **award one contract**. The contract shall be for a term of 60 months, with three separate pricing tiers. The first tier shall be for a 24 month period (up to and inclusive of a 6-month ramp up period followed by a 18-month performance period), if the incumbent is awarded the contract a shorter ramp-up period and longer performance period for the total 24 month period may be needed than should other than the incumbent be awarded the contract; the second tier shall be for the following 18 month performance period; the third and final tier shall be for another 18 month performance period.

All performance under this SOW will be included in the Distribution Price. As detailed below, Product Price is distinct from and not to be included in the Distribution Price.

II. ESTIMATED VALUE/GUARANTEED MINIMUM/MAXIMUM QUANTITY:

The quantities shown on the "Schedule of Items" represent the quantities **estimated** to be ordered during a one year period. These quantities are based on current Government projections and are subject to change, and the Government has no obligation to actually order

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the estimated amounts nor any liability if the estimates are either substantially more than or less than the actual amount ordered; however, the guaranteed minimum in terms of dollars will apply. Quantities shown are overall and are not broken down by customer.

ACQUISITION VALUE: The estimated dollar value of this solicitation is \$150,000,000. The maximum dollar value will be \$450,000,000 inclusive of all tiered pricing periods and surge. The guaranteed minimum for the entire contract will be ten percent (10%) of the estimated dollar value, which equates to \$15,000,000. The Government's obligation under this contract shall only be that of the guaranteed minimum.

III. TERMS OF INDEFINITE DELIVERY INDEFINITE QUANTITY CONTRACT

The contract type anticipated is a fixed-price Indefinite Delivery Indefinite Quantity Contract (IDIQ), with Economic Price Adjustment. The duration of the contract is for a term of 60 months, with three separate pricing tiers. The first tier shall be for a 24 month period (up to and inclusive of a 6-month ramp up period followed by an 18-month performance period); the second tier shall be for the following 18 month performance period; the third and final tier shall be for an 18 month performance period. The ordering period begins after the first order is placed, which typically occurs during the last three months of the ramp-up period. Performance period options are not being used in this contract.

IV. CONTRACT IMPLEMENTATION PHASE

The contractor's implementation phase is defined as a ramp-up period which begins immediately after award and ends when the first order is placed by each individual customer supported under the contract.

In the event that a follow-on contract is awarded to a firm other than the incumbent contractor, the Government intends to: (i) make award at least 6 months prior to the expiration date of the incumbent contract and (ii) establish a time phased transition schedule during the incumbent contract's final 90 to 120 days of operation. During the implementation phase, the incumbent contractor will remain the principal source of food and non-food supplies. Notwithstanding other provisions of this contract, performance failure during this period, just as during other periods of performance, may result in the contract termination for cause. The order of precedence for customer support is (1) the incumbent contractor (2) the new contractor.

Within (30) days after notification of award, the unsuccessful incumbent contractor will submit its proposed ramp-down schedule to the Contracting Officer. Upon receipt and after review and discussion, the Contracting Officer will assist the new contractor with forecasting levels. The Government encourages the new contractor to procure residual levels of inventory from the incumbent as an initial basis for creating a total asset pipeline, since this will avoid significant and additional over-ocean transportation charges to the Government.

At least (90) days prior to issuance of the first delivery order, the new contractor shall be required to establish fully functional catalogs and have its distribution systems in place, including all EDI support systems, for all customers under their respective contract(s). At 60 days prior to the issuance of the first delivery order, the new contractor will submit its first Total Asset Visibility (TAV) Report to the Contracting Officer. This report shows, by item and quantity, the location of each product in the pipeline, whether on order, in the contractor's CONUS warehouse, on the water, or in the contractor's OCONUS warehouse. The new contractor shall fully prepare to support all customers under the contract at least 30 days prior to expiration date of the incumbent contract. It is the Government's intent to have all orders placed under the new contract when the incumbent contract expires. However, the Government reserves the right to phase in customer ordering points when it is in the best interest of the Government.

To fulfill requirements of contract, the contractor will begin preparation for performance on the contract at time of award. Fulfillment of requirements of the contract incorporates the previously described ramp up phase. The contract begins on the award date, and consists of 60 months.

V. PRODUCT SOURCING AND PRICING

A. PRICE DEFINITIONS AND PROVISIONS

1. Pricing will be based on the following formula:

$$\text{Contract Unit Price} = \text{Product price} + \text{Distribution Price.}$$

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2. Reference DLAD 52.216-9065 ECONOMIC PRICE ADJUSTMENT – ACTUAL MATERIAL COSTS FOR DLA TROOP SUPPORT - SUBSISTENCE PRODUCT PRICE BUSINESS MODEL (JAN 2013) for pricing details.

B. SCHEDULE OF ITEMS AND CATEGORY DISTRIBUTION PRICE LIST

1. The Schedule of Items and the Category Distribution Price List (Attachment 1, tabs 1 and 2) is designed for the submission of all product and distribution pricing. It is mandatory that all contractors submit product pricing and distribution pricing in this format. Failure to submit the product and distribution prices using Attachment 1, tabs 1 and 2 may result in the rejection of the contractor's entire proposal.

2. The items to be procured under this contract have been broken down into separate categories for purposes of proposing distribution prices, see attachment 1, tab 1. Category /distribution prices are to be offered based on the unit of measure stated on attachment 1, tab 2. Contractors must utilize the listed categories. **No substitutions, deletions, or additions to the categories or units of measure indicated below are authorized.** However, if any contractor feels that a substantial category has been eliminated, the contractor must bring it to the attention of the Contracting Officer at least thirty (30) days BEFORE the closing date. A determination will be made at that time whether or not to add the category via an amendment to the solicitation.

C. DOMESTIC ITEM PREFERENCE

1. In accordance with DFARS 225.7501 Policy, "Acquire only domestic end products for use outside the United States," the government's preference remains domestic product. All offerors and, at any time during the performance period, the contractor will be required to certify the offer of all non-domestic end products. The certification must be made in the Buy American Act – Balance of Payments Program Certificate (DFARS 252.225-7000) which is located herein.

2. The contractor shall also request approval in writing from the Contracting Officer prior to adding non-domestic items to the ordering catalog. The contractor must submit pricing information for the foreign product and its domestic equivalent so that the government can perform an analysis in keeping with the Balance of Payments Program. Non-domestic items will not be added to the catalog without the prior approval of the Contracting Officer. Note: Fresh fruits and vegetables and other items that are required to be purchased from local Outside Continental United States (OCONUS) approved sources are excluded from this domestic item preference. Those items are categorized as "local market ready" (LMR) items on the attached schedule of items.

D. LOCAL MARKET READY TYPE ITEMS:

1. The contractor must have the ability to perform delivery of fresh fruits and vegetables (FF&V) and various fresh market ready items such as dairy and bakery products from local Outside the Continental United States (OCONUS) approved sources.

2. Based on customer requirements reflected during cataloging, the contractor will select local market ready (LMR) contractors from the Worldwide Directory of Sanitarily Approved Food Establishments for Armed Forces Procurement Pacific Region listing for approved local contractors. If no contractor is identified for a particular requirement, the contractor will source and request Veterinary Command (VETCOM) inspection for his designated local source. Supplier audits are conducted in coordination with VETCOM procedures. The contractor shall verify that its contractors are approved and located on the Worldwide Directory of Sanitarily Approved Food Establishments for Armed Forces Procurement listing.

3. Estimated market ready items and their usage quantities are listed in the schedule of items and are included in the total estimated sales dollars.

E. BRAND NAME ITEMS

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

Note: For information on NAPA items holders and holders, refer to the following website:

(National Allowance Program Agreement):

<http://www.troopsupport.dla.mil/subs/support/napa/index.asp>

2. Contractors are required to submit pricing on the specific Brand Name items listed in the Schedule of Items, if applicable.

F. CENTRAL CONTRACTS

From time to time during the performance of this contract, DLA Troop Support may issue Indefinite Delivery Type Contracts (IDTC) for specific products to be distributed by the contractor. The contractor will be required to obtain the specific products identified in the IDTCs. The price charged by the contractor to the ordering activity will not exceed that cited in the IDTC, plus the contractor's distribution price. At the time of award and at other times when applicable, DLA Troop Support will provide the contractor with a list of all IDTCs awarded and their terms and conditions of the awarded IDTCs. The contractor shall have 30 days within which to implement the terms and conditions of the awarded IDTCs.

G. DLA TROOP SUPPORT MANUFACTURER'S PRICING AGREEMENT (MPA) PROGRAM:

1. A DLA Troop Support Manufacturer's Pricing Agreement (MPA) Program has been developed to maximize the leverage of DLA Troop Support's buying power and to obtain fair and reasonable product pricing under Subsistence Prime Vendor contracts for the customers of DLA Troop Support. The agreements between DLA Troop Support and manufacturers shall identify a fixed product price for specific items that will be cataloged by the contractor. The contractor will be responsible for purchasing MPA items from the MPA holders at the product price established by the MPA.
2. The list of MPA holders, the specific items under agreement, and the fixed product prices for those items will be provided during contract implementation (ramp-up/ramp-down).
3. The awardee will be required to establish commercial agreements with the MPA holders for all MPA items cited for cataloging during the ramp-up/ramp-down phase of the contract. As the program is implemented, it is anticipated that 75 to 80 percent of the contract product price dollar value will be under agreement. This percentage pertains only to product shipped from CONUS manufacturers / consolidators, and does not include product such as Local Market Ready and water items, which are locally sourced. Currently, approximately 40% of the contract product price dollar value is under agreement.
4. Post implementation, the contractor must have a MPA Holder commercial agreement in place before a new MPA item may be added to the contractor catalog. For existing cataloged items that are added to the MPA Program, the contractor must establish the MPA Holder commercial agreement within 30 days of Contracting Officer notification. The contractor shall immediately bring to the attention of the Contracting Officer the names of MPA Holder(s) unwilling or unable to enter into a commercial agreement with the contractor with an explanation for each. All MPA items are required to be placed on the contractor catalog at the MPA established price, unless otherwise approved by the Contracting Officer.
5. It is anticipated that MPA prices will remain fixed for a minimum of 30 days and a maximum of six months. Updated MPA listing will be issued to the contractor monthly via email. The new MPA product prices shall be updated on the contractor catalog during the scheduled catalog update that immediately follows receipt of the new product into the contractor's inventory.
6. The DLA Troop Support Manufacturer's Pricing Agreement (MPA) Program is located at the following website:
<http://www.troopsupport.dla.mil/subs/support/mpa/index.asp>

H. MANDATORY ITEMS (MANDATORY FOOD PRODUCTS AND DINING PACKETS)

1. Certain supplies or services to be provided under this contract for use by the Government are required by law to be obtained from nonprofit agencies participating in the program operated by the Committee for Purchase From People Who Are Blind or Severely Disabled (the Committee) under the AbilityOne formerly known as Javits-Wagner-O'Day Act (JWOD) (41 U.S.C. 46-48c).

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2. The mandatory products are required to be purchased from the Non Profit Agency manufacturers listed in paragraph 9 below. The listing of required mandatory products and Non Profit Agency manufacturers is subject to change when directed by the Committee. The contractor is required to expeditiously catalog the mandatory products and remove any commercial equivalent product with “essentially the same” product characteristics. If the removal and replacement will take longer than 30 days after notification by the Contracting Officer, the approval of the Contracting Officer must be obtained for the extension.
3. Any other commercial equivalent product with “essentially the same” product characteristics cannot be sold to the DLA Troop Support customers under this contract.
4. The contractor must ensure that, at a minimum, 60 days stock of mandatory products are on hand to satisfy anticipated customer demand taking into account lead times for delivery from the designated mandatory source to the contractor. If a contractor is notified that any of the below products are not available from the designated mandatory source, the contractor must notify the Contracting Officer immediately.
5. The contractor is not authorized to submit catalog changes containing other commercial equivalent products with “essentially the same” product characteristics as those items listed below.
6. If the contractor is requested to carry other commercially equivalent product with “essentially the same” product characteristics but with a unique packaging requirement that is not currently provided by the mandatory source, the contractor must notify the mandatory source and the Contracting Officer in order to provide the designated mandatory source with the opportunity to satisfy the unique packaging requirement being requested. Included in the contractor notification to the designated mandatory source and Contracting Officer, will be the customer’s justification for the unique packaging requirement.
7. Price and delivery information for the mandatory products are available directly from the Designated Sources as listed in paragraph 9. below. Payments shall be made directly to the Designated Source making delivery. The current procurement list F.O.B. Origin prices as established by the Committee for Purchase are included in paragraph 9, i-vii for the food products.
8. ** To allow the proper flow of order and billing information through the DoD ordering, financial, and other operating systems, stock numbers have been assigned for individual containers where necessary to permit the sale of individual containers in lieu of case quantities.
9. Mandatory Products and Designated Sources:

i. Pancake Mix, Devil’s Food Cake Mix, Gingerbread Cake Mix, and Milk Nonfat Dry

Advocacy and Resources Corporation (ARC) d/b/a/ AMP is **CURRENTLY SUSPENDED** from doing business with the Federal Government. The following items and local stock numbers are **NOT** to be on any active/current Prime Vendor contracts. **The Contracting Officer is required to notify the AbilityOne Program Manager if any of these items remain on any active/current Prime Vendor contracts:**

<u>STOCK NUMBER</u>	<u>PRODUCT</u>	<u>(\$)</u>	<u>PRICE FOB ORIGIN*</u>
8920-01-E60-7848	Cake Mix, Gingerbread, 6/5 LB BGS/CS		24.92
8920-01-E60-7849	Cake Mix, Gingerbread, 50 LB BG	34.15	
8920-01-E60-7748	Cake Mix, Gingerbread, 6/#10 CN/CS	24.36	
8920-01-E60-7846	Cake Mix, Devil’s Food, 6/5 LB BGS/CS		29.90
8920-01-E60-7847	Cake Mix, Devil’s Food, 50 LB BG	42.13	
8920-01-E60-7747	Cake Mix, Devil’s Food, 6/#10 CN/CS	32.62	
8920-01-E60-7860	Pancake & Waffle Mix, Regular, 6/5 LB BGS/CS	25.00	
8920-01-E60-7861	Pancake & Waffle Mix, Regular, 6/6 LB BGS/CS	29.08	
8920-01-E60-7862	Pancake & Waffle Mix, Regular, 25 LB BG	21.71	
8920-01-E60-7863	Pancake & Waffle Mix, Regular, 50 LB BG	36.07	
8920-01-E60-7749	Pancake & Waffle Mix, Regular 6/#10 CN/CS	26.95	
8920-01-E60-7856	Pancake Mix, Buttermilk, 6/5 LB BGS/CS	25.48	
8920-01-E60-7857	Pancake Mix, Buttermilk, 6/6 LB BGS/CS	30.20	
8920-01-E60-7858	Pancake Mix, Buttermilk, 25 LB BG	21.50	
8920-01-E60-7859	Pancake Mix, Buttermilk, 50 LB BG	34.39	
8920-01-E60-7850	Pancake Mix, Buttermilk, 6/#10 CN/CS	26.95	
8910-01-E60-8832	Milk Nonfat Dry 4lb general purpose, 6/#10 CN/CS	77.11	

ii. Spices and Spice Blends: *Garlic powder, Granulated Garlic, Paprika, Black Pepper (ground, cracked & whole)*, All Purpose w/o Salt, Chili Powder, Lemon Pepper, Cinnamon Ground, Cinnamon Stick Whole, Taco Mix, Ginger Ground, Cayenne Pepper, Red Pepper, Canadian Style Blend for beef.

Unistel, Continuing Developmental Services
650 Blossom Road
Rochester, NY 14610-1811

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P.O.C. Joe Perdicho
Direct: (585) 341-4712
Toll free: (800) 864-7835
jperdicho@cdsunistel.org

<u>STOCK NUMBER**</u>	<u>PRODUCT</u>		<u>(\$)</u> <u>PRICE FOB ORIGIN</u>
8950-01-E60-5751	Garlic Powder, 1 LB CO, 12/CS	55.82	
8950-01-E60-5752	Garlic Powder, 5 LB CO, 3/CS		68.29
8950-01-E60-5754	Garlic, Granulated, 12 OZ CO, 12/CS	53.08	
8950-01-E60-5753	Garlic, Granulated, 25 OZ CO, 6/CS	47.04	
8950-01-E60-5750	Paprika, Ground, 4.5 OZ CO, 24/CS	60.09	
8950-01-E60-5749	Paprika, Ground, 1 LB CO, 12/CS	64.72	
8950-01-E60-7767	Pepper, Black, Ground, Gourmet, 1LB CO, 12/CS		122.20
8950-01-E60-7770	Pepper, Black, Ground, Gourmet, 5 LB CO, 3/CS	151.26	
8950-01-E60-7766	Pepper, Black, Ground, Gourmet, 1 LB CN, 12/CS		139.89
8950-01-E60-7769	Pepper, Black, Ground, Gourmet, 18 OZ CO, 6/CS		69.83
8950-01-E60-7768	Pepper, Black, Ground, Gourmet, 18 OZ CN, 6/CS		78.46
8950-01-E60-7765	Pepper, Black, Ground, Gourmet, 1.5 OZ CO, 48/CS	58.37	
8950-01-E60-8237	Pepper, Black, Cracked, 1 LB CO, 6/CS		63.41
8950-01-E60-8236	Pepper, Black, Cracked, 1 LB CN, 6/CS		72.04
8950-01-E60-8235	Pepper, Black, Cracked, 18 OZ CO, 6/CS		69.83
8950-01-E60-8234	Pepper, Black, Cracked, 18 OZ CN, 6/CS		78.46
8950-01-E60-8239	Pepper, Black, Whole, 1 LB CO, 6/CS	67.23	
8950-01-E60-8238	Pepper, Black, Whole, 1 LB CN, 6/CS	75.86	
8950-01-E60-8241	Pepper, Black, Whole, 18 OZ CO, 6/CS	73.92	
8950-01-E60-8240	Pepper, Black, Whole, 18 OZ CN, 6/CS	82.55	
8950-01-E60-9997	Pepper, Black, Ground, Restaurant Grind, 18OZ CO, 6/CS	71.11	
8950-01-E60-9996	Pepper, Black, Ground, Restaurant Grind, 5 LB CO, 3/CS	154.11	
8950-01-E60-9314	Spice, Basil, Ground, 6/12 oz CO	32.33	
8950-01-E62-2182	Spice, Basil Leaf, Whole 3/1.62 lb co	42.12	
8950-01-E62-0149	Spice, Bay leaf, Whole, 6/2 oz CO	23.77	
8950-01-E62-0148	Spice, Bay Leaf, Whole, 8 oz CO, 3/CS	34.98	
8950-01-E60-9456	Spice Blend, All Purpose w/o Salt, 2.5oz CO, 12/CS	22.59	
8950-01-E60-9457	Spice Blend, All Purpose w/o Salt, 6.75oz CO, 6/CS	23.15	
8950-01-E60-9458	Spice Blend, All Purpose w/o Salt, 10oz CO, 12/CS	52.20	
8950-01-E60-9459	Spice Blend, All Purpose w/o Salt, 20oz CO, 6/CS		44.74
8950-01-E60-9460	Spice Blend, All Purpose w/o Salt, 28oz CO, 6/CS		57.79
8950-01-E62-0154	Spice Blend, Cajun, 6/22 oz CO	32.84	
8950-01-E61-0103	Spice Blend Canadian Style for beef, 29oz CO, 6/CS	69.35	
8950-01-E60-9461	Spice Blend, Chili, Powder, dark, 16oz CO, 6/CS	27.94	
8950-01-E60-9462	Spice Blend, Chili, Powder, light, 17oz CO, 6/CS	27.86	
8950-01-E60-9463	Spice Blend, Chili Powder, light, 18oz CO, 6/CS	28.77	
8950-01-E60-9464	Spice Blend, Chili Powder, dark, 20oz CO, 6/CS	31.91	
8950-01-E60-9465	Spice Blend, Chili Powder, 5lb CO, 1/5lb/CS	24.00	
8950-01-E62-0115	Spice Blend, Curry Powder, No MSG, 6/16 oz CO		29.61
8950-01-E61-6697	Spice Blend, Italian Seasoning, 6/6.25 oz CO	29.28	
8950-01-E62-2190	Spice Blend, Italian Seasoning, 3/28 oz CO	47.76	
8950-01-E60-9147	Spice Blend, Lemon Pepper, 28oz CO, 6/CS	42.63	
8950-01-E60-9466	Spice Blend, Lemon Pepper, 26oz CO, 6/CS	40.45	
8950-01-E60-9467	Spice Blend, Lemon Pepper, 27oz CO, 6/CS	41.55	
8950-01-E60-9311	Spice Blend, Poultry, 6/12 oz CO	29.64	
8950-01-E62-0116	Spice Blend, Sante Fe, 6/16 oz CO	42.58	
8950-01-E60-9150	Spice Cinnamon, Ground, 16oz CO, 6/CS	23.38	
8950-01-E60-9468	Spice Blend, Cinnamon, Maple Sprinkle, 30oz CO, 6/CS	41.33	
8950-01-E60-9469	Spice Cinnamon, Ground, 15oz CO, 6/CS	22.69	
8950-01-E60-9470	Spice Cinnamon, Ground, 18oz CO, 6/CS	24.79	
8950-01-E60-9471	Spice Cinnamon, Ground, 5lb CO, 3/5lb/CS	45.56	
8950-01-E60-9472	Spice Cinnamon, Stick, Whole, 8oz CO, 6/CS	26.25	
8950-01-E62-0111	Spice, Cumin, Ground, 16 oz CO, 6/CS	36.10	
8950-01-E61-0104	Spice Ginger Ground, 14oz CO, 6/CS	37.10	

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8950-01-E61-0105 Spice Ginger Ground, 15oz CO, 6/CS	38.77	
8950-01-E60-9152 Spice Ginger Ground, 16oz CO, 6/CS	38.78	
8950-01-E62-2187 Spice, Onion Granulated, 6/18 oz CO	36.36	
8950-01-E61-0660 Spice, Oregano, Ground, 12 oz CO, 6/CS	34.49	
8950-01-E61-8129 Spice, Oregano Leaf, Whole, 6/5 oz CO		27.71
8950-01-E61-8133 Spice, Oregano Leaf, Whole, 3/24 oz CO	45.13	
8950-01-E61-0106 Spice Pepper, Cayenne, Ground, 1.5oz CO, 48/CS		38.26
8950-01-E60-9155 Spice Pepper, Cayenne, Ground, 14oz CO, 6/CS	27.96	
8950-01-E61-0107 Spice Pepper, Cayenne, Ground, 16oz CO, 6/CS	30.22	
8950-01-E62-2191 Spice, Pepper, Red, Crushed, 3/3.25 lb CO	52.14	
8950-01-E61-0108 Spice, Pepper, Red, Ground, 16oz CO, 6/CS	30.22	
8950-01-E60-9321 Spice, Pepper, White, Ground, 18 oz CO, 6/CS	66.36	
8950-01-E61-0099 Spice Mix, Taco, 9oz CO, 6/CS		25.52
8950-01-E61-0100 Spice Mix, Taco, 11oz CO, 6/CS	28.50	
8950-01-E61-0101 Spice Mix, Taco, 23oz CO, 6/CS	48.01	
8950-01-E61-0102 Spice Mix, Taco, 24oz CO, 6/CS	49.50	
8950-01-E61-0664 Spice, Thyme, Ground, 6/12 oz CO	33.57	
8950-01-E61-8136 Spice, Thyme Leaf, Whole, 6/6 oz CO	27.50	

**** The following stock numbers have been administratively assigned by DLA Troop Support to allow the sale of individual containers (case quantities & prices as listed above):**

<u>STOCK NUMBER**</u>	<u>PRODUCT</u>
8950-01-E61-3474	Spice, Garlic, Granulated, California, 12 oz, ind unit sale only
8950-01-E61-3475	Garlic, Granulated, California, 25 oz, 1 lb box, ind unit sale only
8950-01-E61-3476	Spice, Garlic Powder, California, 16 oz., ind unit sale only
8950-01-E61-3477	Spice, Garlic Powder, California, 5 lb co, ind unit sale only
8950-01-E61-3478	Spice, Paprika, Ground, California, 16 oz, individ sale only
8950-01-E61-3479	Spice, Paprika, Ground, California, 4.5 oz, ind unit sales only
8950-01-E61-3230	Pepper, Black, Cracked (16 mesh), 16 oz plastic co, ind unit sale only
8950-01-E61-3229	Pepper, Black, Cracked (16 mesh), 16 oz, Metal Can, ind unit sale only
8950-01-E61-3232	Pepper, Black, Cracked (16 mesh), 18 oz, Metal Can, ind unit sale only
8950-01-E61-3231	Pepper, Black, Cracked (16 mesh), 18 oz plastic co, ind unit sale only
8950-01-E61-3226	Pepper, Black, Ground, Gourmet, 16 oz., Metal Can, ind unit sale only
8950-01-E61-3246	Pepper, Black, Ground, Gourmet, 16 oz plastic co, ind unit sale only
8950-01-E61-3237	Pepper, Black, Ground, Gourmet, 5 lb plastic co, ind unit sale only
8950-01-E61-3236	Pepper, Black, Ground, Gourmet, 1.5 oz plastic co, ind unit sale only
8950-01-E61-3233	Pepper, Black, Ground, Gourmet, 18 oz, Metal Can, ind unit sale only
8950-01-E61-3195	Pepper, Black, Ground, Gourmet, 18 oz plastic co, ind unit sale only
8950-01-E61-5054	Pepper, Black, Ground, Restaurant Grind, 18 oz co, ind sale only
8950-01-E61-3227	Pepper, Black, Whole, 16 oz, Metal Can, ind unit sale only
8950-01-E61-3228	Pepper, Black, Whole, 16 oz plastic co, ind unit sale only
8950-01-E61-3234	Pepper, Black, Whole, 18 oz, Metal Can, ind unit sale only
8950-01-E61-3235	Pepper, Black, Whole, 18 oz plastic co, ind unit sale only
8950-01-E62-1887	Spice, Onion, Granulated, 18 oz Co, ind sale only
8950-01-E62-1980	Spice, Pepper, Red, Crushed, 3.25 lb Co, ind sale only
8950-01-E61-3456	Spice Blend, All Purpose Seasoning, w/o Salt, 10 oz, ind unit sale only
8950-01-E61-3457	Spice Blend, All Purpose Seasoning, w/o Salt, 2.5 oz, ind unit sale only
8950-01-E61-3458	Spice Blend, All Purpose Seasoning, w/o Salt, 20 oz ind unit sale only
8950-01-E61-3459	Spice Blend, All Purpose Seasoning, w/o Salt, 28 oz, ind unit sale only
8950-01-E61-3460	Spice Blend, All Purpose, Seasoning, w/o Salt, 6.75 oz, ind unit sale only
8950-01-E62-2667	Spice Blend, Cajun, 22 oz Co, ind sale only
8950-01-E61-3491	Spice Blend, Canadian, for beef, 29 oz, ind unit sale only
8950-01-E61-3461	Spice Blend, Chili Powder, Dark, 16 oz, ind unit sale only
8950-01-E61-3464	Spice Blend, Chili Powder, Dark, 20 oz, ind unit sale
8950-01-E61-3462	Spice Blend, Chili Powder, Light, 17 oz, ind unit sale only
8950-01-E61-3463	Spice Blend, Chili Powder, Light, 18 oz, ind unit sale
8950-01-E61-3465	Spice Blend, Cinnamon, Maple, Seasoning, 30 oz, ind unit sale only
8950-01-E62-2849	Spice Blend, Curry Powder, No MSG, 16 oz Co, ind sale only
8950-01-E62-2847	Spice Blend, Italian Seasoning, 28 oz Co, ind sale only
8950-01-E61-6714	Spice Blend, Italian Seasoning, 6.25 oz Co, ind sale only
8950-01-E61-3468	Spice Blend, Lemon, Seasoning, 27 oz, ind unit sale only
8950-01-E61-3469	Spice Blend, Lemon Pepper, Seasoning, 28 oz, ind unit sale only

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8950-01-E61-3467 Spice Blend, Pepper, Lemon, Seasoning, 26 oz, ind unit sale only
 8950-01-E61-6715 Spice Blend, Poultry, 12 oz Co, ind sale only
 8950-01-E62-0117 Spice Blend, Sante Fe, 16 oz Co, ind sale only
 8950-01-E61-3488 Spice Mix, Taco, 11 oz, ind unit sale only
 8950-01-E61-3489 Spice Mix, Taco, 23 oz, ind unit sale only
 8950-01-E61-3490 Spice Mix, Taco, 24 oz, ind unit sale only
 8950-01-E61-3487 Spice Mix, Taco, 9 oz, ind unit sale only
 8950-01-E62-1982 Spice, Basil Leaf, Whole, 1.62 lb Co, ind sale only
 8950-01-E62-0109 Spice, Basil, Ground, 12 oz Co, ind sale only
 8950-01-E61-9727 Spice, Bay Leaf, Whole, 2 oz Co, ind sale only
 8950-01-E61-6717 Spice, Bay, Leaf, Whole, 8 oz Co, ind sale only
 8950-01-E61-3472 Spice, Cinnamon, Ground, 5 lb, ind unit sale only
 8950-01-E61-3466 Spice, Cinnamon, Ground, 15 oz, ind unit sale only
 8950-01-E61-3470 Spice, Cinnamon, Ground, 16 oz, ind unit sale only
 8950-01-E61-3471 Spice, Cinnamon, Ground, 18 oz, ind unit sale only
 8950-01-E61-3473 Spice, Cinnamon, Stick, 2.75 in., 8 oz, ind unit sale only
 8950-01-E62-1985 Spice, Cumin, 1/16 oz co, ind unit sale only
 8950-01-E61-3486 Spice, Ginger, Ground, 14 oz, ind unit sale only
 8950-01-E61-3485 Spice, Ginger, Ground, 15 oz, ind unit sale only
 8950-01-E61-3484 Spice, Ginger, Ground, 16 oz, ind unit sale only
 8950-01-E61-8128 Spice, Oregano, Ground, 12 oz Co, ind sale only
 8950-01-E61-8132 Spice, Oregano Leaf, Whole, 24 oz Co, ind sale only
 8950-01-E62-2848 Spice, Oregano Leaf, Whole, 5 oz Co, ind sale only
 8950-01-E61-3481 Spice Blend, Pepper, Cayenne, 14 oz, ind unit sale only
 8950-01-E61-3482 Spice, Pepper, Cayenne, Ground, 1.5 oz, ind unit sale only
 8950-01-E61-3480 Spice, Pepper, Cayenne, 16 oz, ind unit sale only
 8950-01-E61-3483 Spice, Pepper, Red, Ground, 16 oz, ind unit sale only
 8950-01-E61-6726 Spice, Pepper, White, Ground, 18 oz Co, ind sale only
 8950-01-E61-6725 Spice, Thyme, Ground, 12 oz Co, ind sale only
 8950-01-E61-8137 Spice, Thyme, Leaf, Whole, 6 oz Co, ind sale only

iii. Coffee, Roast & Ground (replaces 32 thru 39 ounce pack sizes can or container & current Navy FIC codes P27 and P30)

CW Resources
 200 Myrtle Street
 New Britain, CT 06053
 P.O.C. Bill Blonski (860) 229-7700 x219
 WBlonski@cwresources.org

STOCK NUMBER PRODUCT

PRICE FOB ORIGIN

8955-01-E61-3688	COFFEE, RST, grd, univ bld, 10/39 oz foil resealable co (Maxwell House)	\$119.80
8955-01-E61-3689	COFFEE, RST, grd, univ bld, 10/39 oz foil resealable co (Sara Lee)	\$124.53
8955-01-E60-8859	COFFEE, RST, grd, univ bld, 10/39 oz foil resealable co (RVP/S&D)	\$116.13

iv. Roll Mix, Hot & Sweet (Replaces all pack sizes of Hot & Sweet Roll Mix)

Transylvania Vocation Services (TVS)
 11 Mountain Industrial Drive
 P.O. Drawer 1115
 Brevard, NC 28712

Point of Contact for Orders from TVS: Additional Contact:

Lechai Owen
 Phone: 828-884-9804
 Fax: 828-884-3102
 E-mail: lechaio@tvsfood.com

Nick Galante
 Phone: 585-857-8106
 Fax: 828-884-3102
 E-mail: ngalante@tvsfood.com

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<u>LSN:</u>	<u>PRODUCT DESCRIPTION:</u>	<u>(\$)</u> PRICE	<u>FOB ORIGIN</u>
8920-01-E62-1754	HOT ROLL MIX, w/active dry yeast, water prep, 6/5/lb bx	\$27.59	
8920-01-E62-1756	SWEET ROLL MIX, w/active dry yeast, water prep, 6/5lb bx	\$27.59	\$27.59
8920-01-E62-1755	HOT ROLL MIX, w/active dry yeast, water prep, 6/#10 cn	\$29.77	
8920-01-E62-2147	SWEET ROLL MIX, w/active dry yeast, water prep, 6/#10 cn	\$29.77	\$29.77

v. Nuts: Assorted almonds and English Walnuts slivered, blanched, halves and pieces.

(UOI is CS. CS=six(6))

DePaul Industries
2730 N Hayden Island Drive – Bldg. C
Portland, OR 97217
P.O.C. Linda Weaklem (503) 288-6507
Main Phone: (503) 288-6500
Fax: (866) 782-6624
Email #1: lweaklem@depaulindustries.com
#2: orders@depaulindustries.com

<u>LSN:</u>	<u>PRODUCT DESCRIPTION:</u>	<u>(\$)</u> PRICE	<u>FOB ORIGIN</u>
8925-01-E62-1749	Walnuts, English, Shelled, Halves & Pieces, 2.75lb bags, 6/CS	\$123.42	
8925-01-E62-1748	Walnuts, English, Shelled, Halves & Pieces, 2lb bags, 6/CS	\$ 99.84	
8925-01-E62-1747	Almonds, Shelled, Slivered, Blanched, 2lb bags, 6/CS	\$ 71.88	
8925-01-E62-1746	Almonds, Shelled, Sliced, Blanched, 2lb bags, 6/CS	\$ 70.44	
8925-01-E62-1745	Almonds, Shelled, Sliced, Natural, 2lb bags, 6/CS		\$ 70.44

vi. Milk: (Non-Fat, Dry, US Extra Gr, fort w/Vit A&D, general purpose, 6#10 cans/cases)

KCARC, Inc.
2525 N. 6th Street
Vincennes, Indiana 47591

Point of Contact for Orders from KCARC:
Tom Blakeslee/Bob Harbison
Phone: 812-895-0059
Fax: 812-895-0064
E-mail: tblakeslee@knoxcountyar.com
E-mail: bharbison@knoxcountyar.com

<u>LSN:</u>	<u>PRODUCT DESCRIPTION:</u>	<u>(\$)</u> PRICE	<u>FOB ORIGIN</u>
8910-01-E62-2997	Milk, NF, Dry, US Extra Gr, fort w/Vit A&D, General Purpose UOI=CS. CS=6 #10 Cans (4 lbs. each)	\$77.11	

vii. Dining Packets:

National Industries for the Blind
1310 Braddock Place
Alexandria, VA 22311-1727
P.O.C. Brian James
Bjames@nib.org
(703) 310-0313

<u>LSN:</u>	<u>PRODUCT DESCRIPTION:</u>	<u>(\$)PRICE</u>	<u>FOB ORIGIN</u>
7360-01-509-3586	Dining Packet, fork, knife, spoon, 2 or 4 sugar, 1 salt, 1 pepper and 1 napkin/pg non-white, subdued color (tan/sand/brown), 25/bg	\$4.48	
7360-01-380-4695	Flatware Set, individually wrapped, white. 400 sets in one (1) box Set consists of: 1 fork, 1 knife & 1 tea spoon	\$33.43	

10. * "Essentially the Same" Criteria:

The following are the criteria for determining whether the items are "essentially the same" when comparing Ability One mandatory products and commercial products. The Ability One product will be considered "essentially the same" when:

- i. It has effectively the same form, fit and function.
- ii. The Ability One and commercial products may be used for the same purpose.
- iii. The Ability One and commercial products are relatively the same size and a change in size will not affect the use or performance.

The appearance, color, texture, or other characteristic of the Ability One product and commercial product are not significantly different from one another.

I. NATIONAL ALLOWANCE PROGRAM AGREEMENT (NAPA)

1. Definitions:

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

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

3. Under the NAPA Program, agreement holders will:

- i. Authorize and consent to allow the contractor(s) to distribute its products to ordering activities under the Subsistence Prime Vendor Program.
- ii. Offer discounts on the product price of the product ordered under Subsistence Prime Vendor contracts, in the form of deviated allowances, whereby the price to the customer includes the discount. The deviated price is the price that will be submitted via the 832 catalog transaction.

4. NAPAs neither obligate the contractor to carry, nor the ordering activity to purchase, any of the agreement holder's products; however, NAPA terms will apply to any order placed by the customer for products covered by a NAPA, in which case the invoice price must reflect the NAPA.

5. If a contractor has a pricing agreement/arrangement with more favorable terms and/or pricing structure, then it is required to pass on these savings to the customer.

6. Under a contract resulting from this solicitation:

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- i. Within five (5) working days from notification of award, the awardee will contact the Contracting Officer who will provide general instructions and a password.
- ii. The contractor agrees to bill the invoice price to the Government as specified by the NAPA allowance and initiates a bill-back to the agreement holder, if any activity orders any product covered by a NAPA. The agreement holder will reimburse allowances to the contractor within a time period mutually agreeable to the contractor and the agreement holder. Other off invoice or bill back arrangements may exist between the contractor and the agreement holder, but the contractor catalog price must be specified by the NAPA allowance.
- iii. Any disputes involving the NAPA between the contractor and the agreement holder will be resolved between them according to their own commercial practice. However, DLA Troop Support will attempt to facilitate any such disputes.

7. NAPA Tracking Program: The contractor agrees to comply with the requirements of DLA Troop Support's Tracking Program for NAPAs and shall provide the required product information to support the NAPA allowance and sales tracking website. Data shall be submitted as follows:

- i. Format: The required information shall be formatted in an Excel spreadsheet, flat ASCII file or a delimited file. Each transmission must be of the same format. Request to change from one format to another must be forwarded to the Contracting Officer for approval.
- ii. Transmission of Data: The information shall be submitted electronically via-
- Email to data@one2oneus.com Include contract number(s) in email title.
 - FTP to ftp://ftp.one2oneus.com Inquire for a username and password.
- iii. Frequency of Submission: The information shall be submitted as often as the data may change but no more than weekly.
- iv. Contents of the data File: The contents of the data file shall include the information shown below for all of the products, NAPA and non-NAPA that are shipped to the Government. All of the fields for each item must be populated with information unless otherwise stated.

Field Number	Field Description	Field Name	Width	Format	Note
1	Prime Vendor Part Number	PVPARTNO	15	Alpha-Numeric	
2	Product Description	DESC	45	Alpha-Numeric	
3	Unit of Measure	UOM	03	Alpha-Numeric	
4	Manufacturer SKU or UPC	MFGNO	15	Alpha-Numeric	Note 1
Field Number	Field Description	Field Name	Width	Format	Note
5	Brand Label or Manufacturer Name	MFG	45	Alpha-Numeric	Note 2
6	Unit Allowance Amount	ALLOW	12	999999.99	Note 3
7	Allowance UOM	ALLUOM	03	Alpha-Numeric	Note 4
8	Allowance to Ship Conversion	ALLCONV	12	999999.99	Note 5
9	Prime Vendor Markup Amount	PVMARKUP	12	999999.99	Note 6

- v. Fields 6, 7, and 8 relate to NAPA. If a product is NOT subject to a NAPA allowance then fields 6, 7, and 8 can be left blank or zero.

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vi. Notes:

Field #1 - This field represents the manufacturer's part number of the product. If a valid case UPC is available, you should use the case UPC. The UPC check digit is optional. In the case

where a UPC is not available, then you must use the manufacturer's part number (SKU number) as designated by the manufacturer. All leading zeros are required. All characters such as dashes are also required if the manufacturer uses the character in their part number identifier.

Field #4 - This field needs to identify the manufacturer (not necessarily the supplier) of the product. If your item master has a valid case UPC and you send the UPC in field 4 there is no need to provide this field. If you do not have a valid case UPC, please indicate the manufacturer or brand name or some code indicating the same. If you use a code please provide an additional listing of those codes and their description. Please note, this is the manufacturer of the product not necessarily who supplied you the product.

Field #6 - This is the off-invoice allowance amount. It can be found in the NAPA table. If the product is not subject to a NAPA allowance then please set this field to zero.

Field #7 - This is the allowance UOM. It can be found in the NAPA table. If the product is not subject to a NAPA allowance then please leave this field blank.

Field #8 - Conversion to the Unit of Issue UOM. The conversion factors to equalize the allowance UOM to the unit of issue UOM. For example, if the unit of issue UOM is "CA", for case, and the allowance UOM is "CS", for case, the conversion factor would be set to 1. However, in the case where the Unit of Issue is "CS" and the allowance UOM is "LB", for pounds, this conversion factor may be fifty (50) because there are 50 lbs in a case. If the product is not subject to a NAPA allowance then please set this field to zero.

Field #9 - For each item, provide the applicable markup amount. As previously negotiated with DLA Troop Support, you have assigned a markup amount to each food category or to each item. This amount should correspond to the unit of issue measurement. This is required in order to insure that a NAPA allowance was provided off-invoice.

vii. The NAPA Program is for the exclusive use of DLA Troop Support customers purchasing product under the resultant contract.

J. REBATES/DISCOUNTS AND PRICE-RELATED PROVISIONS

1. The contractor shall employ prevailing commercial methods in the pursuit of discounts, rebates, allowances or other similar economic incentives or benefits, for the customers supported under this contract, throughout the period of performance. For all items, the contractor warrants, on a continuing basis throughout the period of performance, that its product price under this contract is equal to or lower than its product price to its commercial customer accounts. All NAPA discounts, food show discounts, early payment discounts (except as identified in paragraph (b) herein), and other discounts, rebates, allowances or other similar economic incentives or benefits received by the Contractor at any time during the period of performance shall be passed to the Government via a reduced catalog price. Instructions for identifying discounts, rebates, allowances or other similar economic incentives or benefits that shall be provided to the Government are set forth in the submission requirements in the Business Proposal/Pricing and in the Reports section of the Statement of Work.

2. The contractor may retain Early Payment discounts that meet the following conditions:

- i. the Early Payment discount is an incentive to encourage payment earlier than the normal payment due date;
- ii. the Early Payment discount is consistent with commercial practice;

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- iii. the Early Payment discount is routinely given by the manufacturer/growers to customers other than the contractor at the same discount rate and under the same conditions as provided to the contractor;
 - iv. the Early Payment discount is not established, requested, or negotiated for the purpose of avoiding giving DLA Troop Support a lower cost or a rebate or in exchange for a higher invoice price;
 - v. the Early Payment discount is no more than 2 percent of the manufacturer/grower's invoice and the early payment is required within 10 days to obtain the discount; and
 - vi. the contractor actually made the required payment within the time period required to receive the discount.
3. Upon request the contractor shall provide to the Government any invoices, quotes, or agreements relevant to the product price component for existing catalog items, for any new items being added to the catalog, and for requested price changes to existing catalog items. The contractor must include detailed payment terms on each invoice or quote used to substantiate product price, including any applicable discounts or rebates. If there are no payment terms associated with the document, the contractor must annotate it with "No payment terms."
4. The government may require (as needed) the contractor submit invoices and other documentation from all subcontractor tiers or any manufacturer/grower or person in the product price supply chain, to substantiate that all discounts, rebates, allowances or other similar economic incentives or benefits have been applied to the product price charged to the Government and/or to substantiate that product prices under this contract are equal to or lower than product prices that are given to its commercial customers. If the Contracting Officer determines, after reviewing an invoice or other documentation, that a discount, rebate, allowance or other similar economic incentive or benefit should have been passed on to the Government, or if price verifications reveal any instance of overpricing or underpricing, the Government shall be entitled to a prospective product price reduction and a retroactive refund for the amount of the overcharges or discounts, rebates, allowances or other similar economic incentives or benefits, including interest and the contractor shall be entitled to a credit for any undercharges. Likewise, if the Contracting Officer determines that a product price was not equal to or lower than that given the contractor's commercial customer accounts, the Government shall be entitled to a prospective product price reduction and a retroactive refund for the difference between the product price charged to the Government and the product price charged to the contractor's commercial customers, including interest. The Contracting Officer, or authorized representative, shall have the right to examine and audit all the Contractor's records (as defined at FAR 52.215-2(a)) relevant to the existence of discounts, rebates, allowances or other similar economic incentives or benefits, and commercial customer product prices. Failure to exercise this right shall not constitute a defense or alter the Government's entitlement to any other remedies by contract or by law.

K. ITEM AVAILABILITY

Items must be stocked in sufficient quantities to fill all ordering activity requirements. Surges in demand must be taken into consideration when determining stocking procedures. Also, lead times from CONUS to OCONUS must be considered

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L. SURGE AND SUSTAINMENT

1. The primary mission of the Defense Logistics Agency (DLA) is to support the military in peace and during contingencies. The ability to ramp-up quickly to meet early requirements, and to sustain an increased pace throughout the contingency are critical to the execution of U.S. military strategy. DLA's designation as a Combat Support Agency makes it directly responsible for the timely support of critical supplies to the Combatant Commanders in support of their operational requirements. Because of DLA's unique role, surge and sustainment capability is a primary consideration in all acquisitions. All DLA contractors are accountable for surge and sustainment performance, ensuring surge capability actually exists and validating surge capability through surge testing. Therefore, surge testing will be required under the resultant contracts of this solicitation for the life of the contract.

2. DLA defines surge as the ability to ramp up quickly to meet early requirements normally needed within the first 45 days. Sustainment is defined as the ability to sustain an increased pace throughout the contingency(s) for six months or longer. The spectrum of possible contingencies includes major theatre and smaller scale contingency operations. The various contingencies are as follows:

Joint Chiefs of Staff (JCS) Logistics Exercises – The contractor must have the ability to support short term surges in demands, which may increase two times the estimated demand. There may be occasions where large increases in quantity will be necessary for short periods of time and on short notice. An example of a surge situation would be an increase in military feeding of 300% of peacetime demand for a period of up to 30 days. Normally, there is advance notice as to when exercise surges will occur. However, the contractor will be required to meet the surge demand in the normal contractual lead time.

For the resultant contracts from this solicitation the contractor will be required to have the ability meet surges of 300% of normal demand levels. For example if a customer has a normal demand of 100 cases per month of an item the surge level could be as high as 300 cases per month during the surge period.

Military Operations – The contractor must have the ability to support surges in demand, which may be needed for an extended period of time on short notice. For this type of scenario, the capability to ramp-up quickly to meet early requirements, as well as sustainment for an extended period of time is essential.

Mobilization - A full-scale military mobilization or a national emergency could increase supplies to those items and quantities listed in the contractor Catalog. This increase in quantity may be needed for a six-month period or longer. Normal mobilization strategies provide lead times of at least 30 days to build to the necessary support level. The contractor must have the ability to support this increased level of supply for an extended period of time.

M. FOOD SERVICE OPERATING SUPPLIES (FSOS)

Definition: consumable or disposable products associated with the preparation of serving food. This includes but is not limited to plastic, foam, paper goods and cleaning supplies. The contractor will be required to add FSOS items to their catalog.

VI. STATUS OF FORCES AGREEMENT (SOFA)

A. Contractor will be responsible for complying with the “Invited Contractor or Technical Representative Status Under U.S. – Republic of Korea (ROK)” and “Continuance of Performance During Any State of Emergency in the Republic of Korea (ROK)” clauses contained in the “Caution Notice” section of this solicitation. Please note, paragraph (E) of the “Invited Contractor or Technical Representative Status Under U.S. – Republic of Korea (ROK)” clause:

[The contractor warrants and shall ensure that collectively, and individually, its officials and employees performing under this contract will not perform any contract, service, or other business activity in the ROK, except under U.S. Government contracts and that performance is IAW the SOFA.]

B. The Prime Vendor must be familiar with all necessary permits, licenses, laws and labor decrees that pertain to Government contracts. The Contractor shall obtain all required Personnel ID (identification) passes and vehicle decals to enter the post/base of the appropriate sites.

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VII. TRANSPORTATION

A. As the Government reserves the right to use the system that provides the best services to our customers (readiness included as a factor) the following applies:

1. The Prime Vendor will be required to ship the products from the United States within the United States Defense Transportation System (DTS). Contractors will use established Government routes under the Universal Services Contract (USC) with the United States Transportation Command (USTRANSCOM). The Contractor will contact the Defense Distribution Center, New Cumberland (DDC) Transportation Planning, via Distribution Planning and Management System "DPMS" web site and request bookings. The Transportation Planning team will book or provide authorization/instruction to the contractor in order to book the required sea vans using Integrated Booking System (IBS) or Direct booking with the authorized carrier. The carrier will be responsible for the transportation of the Contractor's products from the specified CONUS manufacturer or CONUS distribution facility to the PV's OCONUS distribution facilities. This transportation method is known as "Point to Point" delivery.
2. The DDC Representative, in coordination with the Prime Vendor representative, will ensure the necessary arrangements for ocean transportation, bookings and freight forwarding to the Prime Vendor's OCONUS facility, unless otherwise specified in the contract.
3. Shipping Instructions for the Prime Vendor will be available via a web site. The site will be provided to the Prime Vendor upon award. The Prime Vendor will be required to generate the Transportation and Control Movement Document (TCMD), commercial invoice, commercial packing list and Consulate letter that will be used to identify that the products being shipped by the Contractor are for "U.S. Armed Forces".
4. For all shipments to OCONUS Distribution Facility(s), all product is required to be palletized in full vanload* quantities. Full vans of product are required for delivery to one individual OCONUS Distribution Facility(s). *A full vanload is defined as a van that reaches 80% capacity, either by cube or by weight. Containers that contain < 80% capacity must be approved by the Contracting Officer, prior to being booked in DTS. Justification for less than 80% full must be submitted in writing at the time of request.
5. When a carrier is utilized pursuant to the USC, the applicable Government designated Ocean carrier will provide sea vans and transport them to the specified CONUS manufacturer or CONUS distribution facility. The Prime Vendor will load the vans at their distribution facility in accordance with the terms outlined in Section entitled, "**Packaging/Packing**". The Government designated Ocean carrier will then pick up the loaded vans and transport them to the applicable Port for subsequent shipment through the DTS. Upon arrival at the OCONUS Port(s), the freight forwarded shipment will be transported to the Prime Vendor's OCONUS Distribution Facility(s) by a USTRANSCOM carrier.
6. In order to enforce this requirement, the Prime Vendor shall assign a customer representative to the contract, which will be solely responsible to oversee this process.
7. Prime Vendor responsibility under the DTS transportation method: the Prime Vendor will be responsible for pre-cooling (where appropriate), properly loading and contacting the ocean carrier for drayage of the loaded container to the embarkation port. The Prime Vendor will be responsible for making a visual inspection of the container to ascertain that it is intact and that equipment appears to be operable. The Prime Vendor will be responsible for any detention charges and arranging the return of empty containers to the Government designated ocean carrier, but will not be responsible for return drayage. If the U.S. facility the Prime Vendor distributes product from is more than 500 miles from the CONUS port, the Government will provide drayage to the port if there are no carrier rates in the current USC Contract to cover that portion of the drayage. These moves will need to be carefully coordinated with the DDC in order to avoid additional charges caused by unavailability of product. If such charges are incurred, it will be the responsibility of the Prime Vendor to cover such charges and not the Government.

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8. DLA TROOP SUPPORT has been advised by USTRANSCOM that the average "Point to Point" delivery time to Korea from the Eastern and Western U.S. coasts averages thirty (30) days depending upon the point of embarkation. Delivery time for new items ranges from forty five (45) to sixty (60) days, since the item must be sourced, ordered and then shipped . However, delays may occur and the Contractor will be responsible for maintaining sufficient stock levels in its OCONUS facility(s) to cover any such delays in transport. Any resultant claims for cost lie against the USTRANSCOM contract carrier. The Government has no Liability for late delivery or damage to goods in transit. The terms and conditions of the USTRANSCOM contract with the designated carrier govern carrier liability for any loss or damage to products during "Point to Point" transportation, and the contractor is solely responsible for developing and presenting any claims for delay, loss, or damage to the USTRANSCOM designated carrier, which is solely responsible for any liability. The contractor is cautioned that in some instances the USTRANSCOM contract carrier may have limited or no liability under the terms of the USTRANSCOM contract (see B. Insurance/Liability and Claims, below).

9. Palletization requirements for all Overseas Shipments:

All Wood Packaging Material (WPM) acquired by DoD must meet requirements of International Standards for Phytosanitary Measures (ISPM) 15, "Guidelines for Regulating Wood Packaging Materials in International Trade." DoD shipments inside and outside of the United States must meet ISPM 15 whenever WPM is used to ship DoD cargo, or when wood is being acquired by DLA for future use as packaging material. WPM is defined as wood pallets, skids, load boards, pallet collars, wooden boxes, reels, dunnage, crates, frame and cleats.

Note: Failure to comply with these requirements may result in frustrated cargo and rejection at the point of entry.

DLAD clause 52.247-9012 "Requirements for treatment of wood packaging material (WPM). (FEB 2007) is hereby incorporated into the contract.

B. INSURANCE/LIABILITY, AND CLAIMS

DLA TROOP SUPPORT will be identified as an authorized ordering office, through the Defense Distribution Center (DDC), for the Universal Services Contract (USC), a contract awarded by the United States Transportation Command (USTRANSCOM). The Prime Vendor will transmit its transportation requirements to DLA TROOP SUPPORT, which will arrange government-funded transportation through orders against the USC. The Prime Vendor's products will be shipped through the Defense Transportation System (DTS) via commercial carriers receiving USC awards. As discussed above, the Prime Vendor will be shipping product via commercial carrier(s) under the DTS via a contract awarded by USTRANSCOM to commercial carriers. Although these carriers are responsible for any loss or damage to the products they transport, such responsibility or liability is limited by the terms of the USC USTRANSCOM contract, as well as, maritime law, customs, and practices, e.g., Carriage of Goods by Sea (COGSA) limitations 46 U.S. App. § 1300 et. seq.; Force Majeure; Carmack Amendment 49 USC § 14706; etc. It is, therefore, highly recommended that the contractor, prior to submitting an offer, review the current USTRANSCOM carrier contract(s). The current USTRANSCOM carrier contract can be viewed at <http://www.sddc.army.mil/Public/Doing%20Business%20with%20SDDC/Contracts?summary=fullcontent>

During the implementation period as defined in the solicitation, the Prime Vendor contractor shall enter into an agreement and work with the USC carriers handling routes within the Prime Vendor's geographical responsibility to develop a claims process involving the Prime Vendor contractor and the USC contractor(s). The purpose of such an agreement is to establish a working relationship with the USC contractor(s) in order to facilitate the transportation of product and to establish points of contact in order to resolve any issues that may arise during the performance of this contract. Such an agreement shall address issues such as claims processing and dispute resolution for losses and damage to Prime Vendor cargo by the USC carrier(s) and for the resolution of claims by the USC carrier(s) against the Prime Vendor for detention of carrier containers, port storage for detained containers, and maintenance provided by a carrier for detained refrigerated containers. The Prime Vendor shall pay the USC carriers directly for any detention, port storage or maintenance charges incurred by the Prime Vendor and the USC carrier(s) shall pay the Prime Vendor directly for any charges for loss/damage to Prime Vendor cargo incurred by the USC carrier(s). The Prime Vendor contractor shall provide to the DLA TROOP SUPPORT Contracting Officer with a copy of such agreement, as well as, any contact information that it receives from the USC contractor(s). The Prime Vendor shall update this information as necessary and provide the Contracting Officer with any changes made to such agreement. The Prime Vendor claims procedure developed for handling any claims between the Prime Vendor contractor and the USC contractor(s) shall be provided to the DLA TROOP SUPPORT Contracting Officer. During the implementation period, as defined in the solicitation, the Prime Vendor shall contact the USTRANSCOM designated carrier(s) for the routes within the Prime Vendor's geographical responsibility. The Prime Vendor shall copy the DLA TROOP SUPPORT Contracting Officer with the contact information that it receives from the carrier(s) and shall update this

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information as required. During this implementation period, the Prime Vendor and the carrier(s) shall develop a claims procedure for the handling of any claims that may arise between the Prime Vendor and the carrier(s) for the products shipped by the carrier(s). This procedure shall be the basis for the resolution of any claims for loss or damage, as well as any other issues that may arise. A copy of this procedure, and any changes or updates, shall be promptly furnished to the DLA TROOP SUPPORT Contracting Officer.

The Prime Vendor should consider that substantive terms and conditions of the USC contract and this contract may be relevant to the agreement and procedures negotiated with the USC carrier(s) concerning claims procedures, dispute resolution procedures, etc. The Prime Vendor is an express third party beneficiary of the USC contract regarding its provisions governing the liability of the USC carrier(s) for loss/damage to Prime Vendor cargo. Similarly, the USC carrier (s) is an express third party beneficiary of the provisions of this contract governing the liability of the Prime Vendor for container detention, port storage, refrigerated container maintenance, etc. For example, the dollar amount of damage for detention of containers of the USC carrier by the Prime Vendor is established in the USC contract. Also, the Prime Vendor should consider in negotiating any agreement or procedures that the USC carrier may take remedial action, including the assertion of a lien on Prime Vendor cargo or other actions, to protect its interests. Similarly, the Prime Vendor may exercise any right of setoff involving a commercial contract or other remedial action against the USC carrier to protect its interests. Finally, the Prime Vendor should consider in negotiating any agreement or procedures that disputes between the Prime Vendor and the USC carrier will not be subject to the Contract Disputes Act or the "Disputes" clause of this contract. Because claims for loss/damage to Prime Vendor cargo, detention of USC carrier containers, port storage assessed against detained carrier containers, maintenance of detained carrier refrigerated containers, etc. are to be covered by agreement between the Prime Vendor and USC carrier(s), disputes regarding such matters will be covered by the business arrangement between the Prime Vendor and USC carrier(s) and laws applicable to such arrangements.

The Government is not responsible or liable for any loss or damage to the Prime Vendor's products shipped through under the DTS. Any such losses or problems can be mitigated by establishing a good working relationship with the carriers, being familiar with the terms and conditions of the USTRANSCOM contract, and obtaining maritime insurance for the products shipped. Any discrepancy reports, notice of claims or claims for such loss or damage, as well as, any other communications regarding such loss or damage shall be submitted by the Prime Vendor directly to the carrier for resolution, not to DLA TROOP SUPPORT or USTRANSCOM. The Prime Vendor shall copy the DLA TROOP SUPPORT Contracting Officer with any such claims, notice, or reports. At the request of the Prime Vendor, the DLA TROOP SUPPORT Contracting Officer may facilitate the resolution of the claim, but all communications regarding the claim shall be between the Prime Vendor and the carrier and not through DLA TROOP SUPPORT or USTRANSCOM. This procedure is not subject to change or modification, except by the DLA TROOP SUPPORT Contracting Officer. If the Prime Vendor is unable to communicate directly with the carrier for any reason, it should promptly so advise the DLA TROOP SUPPORT Contracting Officer.

C. CUSTOMS:

SDDC will be responsible for all customs clearance from the point of debarkation through to the Prime Vendor's OCONUS facility (s.) Therefore, the Prime Vendor is only responsible for customs clearance from his CONUS facility (s) to the final delivery points.

D. PRIME VENDOR RESPONSIBILITIES

1. The Prime Vendor will be responsible for all documentation and required paperwork, as well as packaging/packing and marking of products as originally stated in the solicitation.
2. The Prime Vendor will be responsible for making a visual inspection of the container to ascertain that it is intact and that all equipment appears to be operable.
3. All freeze and chill trucks will use temperature recording devices, readings of which will be made available upon request.
4. Additionally, the Prime Vendor will be responsible for the pre-cooling vans, when appropriate, and loading vans.

E. GOVERNMENT RESPONSIBILITIES

1. USTRANSCOM will be responsible for the contracting of transportation of products from the Prime Vendor's CONUS Distribution Warehouse(s) to the Prime Vendor's OCONUS warehouse(s).
2. The DDC transportation representative in coordination with the Prime Vendor will be responsible for making ocean transportation bookings that provide transportation from the Prime Vendor's CONUS facility to the door of the PV's OCONUS facility to include setting up transportation from the OCONUS port to the Prime Vendor's OCONUS facility. Unless otherwise specified in the contract, the Prime Vendor or USTRANSCOM Representative will be responsible for arranging the return of empty containers to the Ocean Carrier.

VIII. INVENTORY & WAREHOUSE MANAGMENT

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A. CONTRACTOR OPERATED WAREHOUSE SPACE

1. The contractor will be required to perform inventory and warehouse management functions and to position a full line of food and beverage, and non-food items into its warehouse(s) that will include but not be limited to GFM. The Government will not reimburse the contractor for expired or excess inventory during the life of the contract or after the contract has expired.
2. Contractor must maintain a minimum of 60 days of supply of contractor product at all times at its OCONUS warehouse location(s). Present pipeline from CONUS to OCONUS is 30-45 days. As a minimum 2,500 American sized pallet spaces (48 X 40 inches) will be required to meet the solicitation requirements in regard to OCONUS Warehouse capacity:

	Pallets
Frozen	1500
Chill	250
Dry	750
Total	2500

3. For each OCONUS warehouse location, as a minimum, 4 doors and 40,000 square feet of yard space must be available for simultaneous shipping and receiving purposes.

B. GOVERNMENT OWNED/CONTRACTOR OPERATED (GOCO) WAREHOUSE SPACE

1. Contractors are hereby advised that there is "no cost" (rent) warehouse space available that must be used to for GFM.
2. This space is available at the Central Receiving Facility, Pusan (CRFP) in Pusan, Korea. This space is available for use by the Prime Vendor in support of this contract ONLY. The selected Prime Vendor will use this space to warehouse GFM only.
3. Any contractor **MUST** agree to incorporate all provisions of the MOA between the United States Forces Korea (USFK) and the Defense Supply Center Philadelphia dated **June 20, 1999**. This MOA can be provided to offerors.
4. There will be no charge (rent) to the Prime Vendor for the use of the GOCO warehouse.
5. The following are the dimensions on warehouse space at the GOCO that will be available to the Prime Vendor.

<u>Whse #</u>	<u>Type</u>	<u>Sq Ft</u>	<u>Cu. Ft.</u>	<u>Max Pallet Capacity</u> (Approximate)
15	Dry	23,000	To be determined based on Rack configuration	
11	Dry	15,443	To be determined based on Rack configuration	
13	Chilled	16,920	142,128	2584
13	Freezer	28,294	212,330	3860*
S-1356	Office Space	To be determined by available space		
S-5402	Office Space	376	SSMO 51 Office, USAG Yongsan	

* -Stacked 2 pallets maximum

The above chart is for information purposes only. The Government will not be held liable for any errors in the above figures or for changes in consumption or cost that may occur during the life of a contract resulting from this solicitation.

6. The Prime Vendor will be responsible for providing the necessary needs (i.e., installation of telephone and telephone lines, fax lines) and office furniture. The Prime Vendor will be responsible for providing all Material Handling Equipment (MHE)

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necessary for the successful performance of this contract. The Prime Vendor will be required to abide by all CRFP Safety, policies and regulations.

7. The risk of loss or damages for the supplies warehoused in the GOCO will remain with the Prime Vendor.

C. BREAKING CASES

Under the proposed contract, the awardee will be required to break cases for spices. If the contractor has additional items, other than spices, for which it normally breaks cases, indicate those items in your offer.

D. PRODUCT TRANSFERS

DLA Troop Support Prime Vendors will be permitted to transfer product between one another based on their own agreements. However, this is only to occur in unusual or emergency circumstances. The receiving prime vendor must catalog the item(s) at the actual unit price as defined in this solicitation which is equal to product price plus the receiving prime vendor's distribution price.

E. CONTRACTING OFFICER REPRESENTATIVE (COR)

It is estimated that a minimum of one (1) COR will be assigned to this contract. Additional CORs may be needed during the life of the contract. The contractor is not required to provide COR office space or equipment at its warehouse facility; however, reasonable accommodations will be required during COR visits; i.e., use of rest rooms and parking space.

IX. QUALITY CONTROL, QUALITY ASSURANCE & INSPECTIONS

A. PRODUCT QUALITY

1. Shelf-life:

Acceptance of supplies awarded under this solicitation will be limited to product processed and packed from the latest seasonal and/or latest pack available during the specific annual contract period. For annual pack items, including seasonal items, products will be from the latest seasonal pack available, unless approved in advance by the Contracting Officer.

All products delivered shall be as fresh as possible and well within the manufacturer's original shelf life (i.e., Best if Used by Date, Expiration Date, or other markings). All products shall be identified with readable "open coded" "Best When Used by Date," "Sell by Date," date of production, date of processing/pasteurization or similar marking indicating the end of the guaranteed freshness date.

Products required by the DLA Troop Support Item Description to be chilled must be maintained and delivered chilled; products required to be frozen must be delivered frozen to the DLA Troop Support customer unless approved by the Contracting Officer. Cottage cheese and cream cheese shall not be frozen under any circumstance. Some products commonly sold as "Chill" in the commercial market may be required to be frozen, as described and identified as "Frozen" within the DLA Troop Support item description. This is due to customer need and shipment to OCONUS locations, so these specific items should be purchased frozen from the manufacturer. These short-shelf life "chilled" items that require delivery/storage in a frozen state may include but are not limited to: hot dogs, bologna, bacon, deli meat(s), cooked ham(s), other cooked meat(s), and cheeses. These items should be frozen at the manufacturer's plant. If the manufacturer does not have this capability, then the contractor is responsible. These items, identified as "Frozen" shall be blast-frozen by the contractor following the manufacturer's "Freeze-by-Date" guidelines to preclude degradation and extend shelf-life. The contractor's label shall correlate with the manufacturers' frozen shelf life recommendations for each type of product. All documentation of the manufacturer's recommended "Freeze-by-Date" and the frozen item recommended shelf life should be available for review if the product is blast-frozen at the contractor's facility. NOTE: a product designated by DLA Troop Support as "Frozen" shall never be frozen using a slow-frozen process.

Land based customers: The contractor must supply products to land based customers with a shelf life of not less than thirty (30) days from the expiration date. Condiments type items must have a minimum of 50% of manufacturer's stated shelf life remaining at time of delivery. Expiration dates are based on the manufacturer's shelf life of the product. Exceptions will be decided by the Contracting Officer on a case-by-case basis based on input from the customer.

Ship Load-Out, Top-Off, Carrier and Large Deck Support customers: The contractor must supply products for a ship load-out or top off with a shelf life of not less than 50% of the products' original shelf life remaining. Expiration dates are based on the

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manufacturer's shelf life of the product. Exceptions will be decided by the Contracting Officer on a case-by-case basis based on input from the customer.

Navy Direct Ship Support Including Submarine customers: The contractor must supply products for Navy Direct Ship Support with at least thirty (30) days of original shelf life remaining at the time of delivery. For those items manufactured with less than sixty (60) days shelf life, there must be 50% of the original shelf life remaining at time of delivery. Expiration dates are based on the manufacturer's shelf life of the product. The Contracting Officer, on a case-by-case basis, will decide exceptions.

The contractor must maintain adequate inventory turnover rate information. The contractor must also have a system that tracks and aids in the control of shelf-life and proper shelf-life dating for items normally inventoried.

2. Expired Product/Shelf Life Extensions:

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

- i. The contractor submits written notification to the customer (Theater Food Service Advisor) regarding over aged product and request customer agreement to receive the product if it is approved for extension by DLA Troop Support and VETCOM Services.
- ii. The contractor submits the extension request paperwork to include Customer agreement, NSN, Item Description, # of Cases, Dollar Value, Price Reduction Offered, Reason/Justification for the request, Manufacturer Letter of Extension, Manufacturer's original expiration date, and Manufacturer's extended expiration date to the Contracting Officer and Contracting Officer Representatives for review/concurrence.
- iii. The Contracting Officer or Contracting Officer Representative, as designated, replies to the contractor with acceptance/rejection of the submitted package and go or no-go for the VETCOM inspection request.
- iv. VETCOM will inspect product (time and other factors considered) to see if it is wholesome and of adequate quality (consideration should be given to the length of the extension guarantee before VETCOM approval is granted).
- v. After approval by VETCOM and upon written approval from the Contracting Officer, the contractor is authorized to use the product.

3. Commercial standards should be used to maintain temperatures appropriate for individual items.

i. Level of Product Quality:

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

- a. Identical in respect to packaging when the DLA Troop Support unit of issue is not described by weights (e.g., pound or ounce).
- b. Identical for portion control items, except that pack size may vary. For example, NSN 8905-00-133-5889 "Beef Braising Steak, Swiss" is described as "frozen, formed, portion-cut, not mechanically tenderized, US Choice Grade or higher, 6 oz each, NAMP 1102 or equivalent, from knuckle, inside round, Eye of Round, or Outside Round, 53 lbs. per box." The requirement for the formed six (6) ounce portion must be identical. However, if the commercial pack size were a 15-lb. box, it would be acceptable by modifying the unit of issue ratio in the STORES ordering system. In respect to the previous examples, the DoD ordering activities require continuity with the DoD unit of issue for proper inventory and accounting within DoD.
- c. Equivalent in respect to grade or fabrication.

- ii. All items must meet or exceed the Government's item description of their assigned Government stock number.

4. Security Considerations / Product Protection / Food Defense.

The DLA Troop Support Subsistence Directorate provides subsistence logistics support to the Korea Region during regional conflicts, contingency operations, national

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emergencies, and natural disasters. During these times, the United States Government, its personnel, resources, and interests may be the target of enemy aggression, to include espionage, sabotage, or terrorism. This increased risk requires DLA Troop Support to prevent the deliberate tampering and contamination of United States purchased material. The contractor will be required to ensure the product or packaging have not been tampered or contaminated throughout the manufacturing, storage and delivery process. The contractor will inform DLA Troop Support immediately of any attempt of tampering or contamination.

B. PRODUCT SANITARILY APPROVED SOURCE REQUIREMENTS

Applicable food products, e.g. poultry, dairy and seafood items, delivered to customers listed in this solicitation, as well as any customer added to the Subsistence Prime Vendor Program, shall originate either from an establishment listed in the "Directory of Sanitarily Approved Food Establishments For Armed Forces Procurements," or one which has been inspected under the guidance of the United States Department of Commerce (USDC) or the United States department of Agriculture (USDA). For detailed information see "Sanitary Conditions" requirement per DLAD 52.246-9044.

C. WARRANTIES

The supplies furnished under the resultant contract(s) shall be covered by the most favorable commercial warranties that the contractor gives to any customer. The supplies and the rights and remedies provided therein are in addition to, and do not limit, any rights afforded to the Government by Clause 52.212-4(o) "Warranty", "Contract Terms and Conditions-Commercial Items" and any addendum contained in the solicitation. The contractor will provide a copy of their most favorable commercial warranty to the Contracting Officer after award.

D. QUALITY PROGRAM

1. An established Supplier Selection or certification program, which promotes competition and results in consistent quality with minimal variation in product, shall be used to ensure standardized product quality for each item supplied and/or listed in the stock catalogs, regardless of supplier. The rationale for choosing the supplier is based on successful relationships. The product quality shall be equal to that described in the pertinent item specification. Product characteristics shall be standardized to the extent that variations in flavor, odor, and texture will be minimized.
2. The contractor shall have a formal quality assurance program and a quality control manager that is responsible for oversight of the program. All aspects of quality as related to this subsistence contractor program shall be proactively monitored and evaluated by the contractor.
3. The contractor shall have inspection procedures that ensure the receipt, storage, and outbound movement of quality products to the customer. The contractor shall have adequate automated procedures, including procedures to ensure that the temperature and humidity controls that the contractor have in place are adequate and working.
4. The contractor shall develop and maintain a quality program for the product acquisition, warehousing and distribution to assure the following:
 - i. Standardized product quality;
 - ii. Wholesome product by veterinary standards;
 - iii. The usage of First-In, First-Out (FIFO) principles and/or First-Expired, First-Out (FEFO);
 - iv. Product shelf life is monitored;
 - v. Items are free of damage;
 - vi. Items are segregated in OCONUS warehouses from commercial products;
 - vii. Correct items and quantities are selected and delivered;
 - viii. Ensure requirements of the Berry Amendment are met, when applicable;
 - ix. Customer satisfaction is monitored;
 - x. Product discrepancies and complaints are resolved and corrective action is initiated;
 - xi. Manufacturer, FDA, or DoD initiated food recalls are promptly reported to customers and DLA Troop Support;
 - xii. Compliance with EPA and OSHA requirements;
 - xiii. Distressed or salvaged items or products shall not be used;

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- xiv. Applicable food products delivered originate from a source listed as a Sanitarily Approved Food Establishment for Armed Forces Procurement;
- xv. Hazard Analysis and Critical Control Point (HAACP), if applicable;
- xvi. Commercial standards are used to maintain temperatures appropriate for individual items.

E. QUALITY SYSTEMS MANAGEMENT VISITS AND AUDITS

1. Quality Systems Management Visits (QSMVs)

The Supplier Support Division's audit personnel will conduct unannounced Quality Systems Management Visits (QSMVs) to review the contractor's compliance with the terms of the contract. The visits will be either on a routine basis or as a result of unsatisfactory ratings received during DLA Troop Support Product Audits, customers' complaints, requests from the Contracting Officer, or as deemed necessary by the Government. QSMVs may include visits to subcontractors and/or product suppliers/food distributors used by the contractor. If DLA Troop Support deems it necessary to conduct an on-site visit with a subcontractor, product supplier and/or food distributor used by the contractor, the contractor shall make arrangements for these visits. During the QSMV the Government may review/verify one, several or all of the following areas (this list is not inclusive) as deemed necessary: The methods and procedures used to comply with the terms of the contract; condition of storage facilities; product shelf-life management; inventory in-stock (age of product and condition, labeling, product rotation (FIFO), etc.); shelf life extensions; product substitutions; control of material targeted for destruction/disposal or to return to suppliers as a result of customers' returns including DLA Troop Support's contractor audit results and other recalls; review of paperwork for product destroyed/condemned or returned to supplier including but not limited to product rated Blue/Red during the last DLA Troop Support audit, customer, returns, etc.; customer's notification on product recalls (product rated Blue/Red/other reason), etc; contractor's response to customer returns/issues and visits to customers' locations. The QSMV may also include unannounced visits to customers served by the contractor.

The contractor must provide the Government a report showing all DLA Troop Support catalog products sorted by location when the QSMV Team arrives.

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

The contractor must take corrective action to address any concerns identified as a result of the QSMV. Concerns identified during the QSMV, or contractor failure to take corrective action in response to QSMV findings, will be grounds for terminating the contractor's contract. The government may, at its discretion, take other action to correct the concerns identified during the QSMV such as but not limited to unannounced QSMVs. Such action will not constitute Government forbearance or waiver of noncompliance with contract requirements, and will not affect the government's right to terminate the contractor's contract or take other corrective or adverse action.

2. Product Quality Audits:

i. Basic Audits

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

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

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

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Each contractor will undergo an initial audit once per contract tier pricing period with the first audit occurring during the first tier pricing period and other initial audits occurring once per each following tier pricing period. The Audits are conducted as a product cutting. The average cost of one Food Audit is approximately \$9,500.00 (product cost only). As a contractor, you will be expected to provide samples of the government's choice at a cost of approximately \$9,500.00 per audit. Additional cost may be incurred by the contractor if the contractor's facility does not have a facility/kitchen or the equipment needed to perform the audit. The cost is part of the distribution price.

ii. Audit Process

- a. The contractor will normally be given advanced notice of sixty (60) calendar days of an impending audit. The Government reserves the right to conduct unannounced food audits.
- b. DLA Troop Support Worldwide Food Audits are typically a three (3) day process. Day one is devoted to sample selection at the contractor's OCONUS distribution facility. Day two and three encompass the performance of the actual audit.
- c. Once an audit has been scheduled, the DLA Troop Support Lead Auditor will arrive at the contractor's OCONUS distribution facility on day one and provide a list of items identified for evaluation and select items to be inspected during the course of the audit.
- d. Items selected for evaluation will be segregated from the contractor's regular inventory and appropriate procedures shall be used to maintain the integrity of the samples. Evidence that the contractor has replaced or tampered with samples, or otherwise interfered with the audit samples and/or audit process will result in the contractor failing the audit. One or more audit failures may be grounds for terminating the contract.
- e. During the Audit (days two and three), the DLA Troop Support Quality Assurance Representative will assign an item rating based on compliance with or departure from stated requirements as specified in the DLA Troop Support NSN, LSN, or NAPA catalogs. Items will also be audited to determine compliance with the Berry Amendment approved source requirements, FDA Retail Food Code, USDA Warehousing Standards, Good Manufacturing Practices, additional provisions of the Code of Federal Regulations and other applicable standards.
- f. Deviations from the contract or stock number requirements will be color coded and classified based on the severity of departure from requirements as follows:
PRODUCT AUDIT RATINGS (COLOR CODE RATING SYMBOLOGY)
ACCEPTABLE (GREEN) = Acceptable. No deviations from the contract or the item description stock number requirements.
MINOR NONCONFORMANCE (YELLOW) = Not fully acceptable. A Minor nonconformance is a deviation from the contract or the item description stock number requirements. This minor nonconformance is not likely to materially reduce the usability or serviceability of the item for its intended purpose or affect its condition and/or the continued storage of the item for further use. Examples of minor nonconformance's: cataloging issues; minor workmanship/fabrication violations; minor weight/portion control violations; items that exhibit very slight freezer burn or dehydration on some sample units; minor workmanship/fabrication or minor weight issues; minor deviations from packing, packaging, labeling and marking requirements that would not necessitate a regulatory market suspension or affect DLA Troop Support's ability to recall the item.
ACTION REQUIRED: this nonconformance requires attention from the contractor. Minor nonconformances may be tolerated by the customer for a short period of time (until the contractor receives a new product at OCONUS but for no more than 30 days at CONUS locations).

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

CRITICAL NONCONFORMANCE (RED) = A critical nonconformance is a deviation that judgment and experience indicate consumption of the item is likely to result in hazardous or unsafe conditions for individuals. An item will receive a Red Rating if it contains a critical defect(s) that involve food safety issues such as wholesomeness, foreign material, contamination or adulteration issues that judgment and experience indicate consumption of the item is likely to result in hazardous or unsafe conditions for individuals. Examples of critical nonconformance's: items with food safety concerns are those items that exhibit decomposition, contamination, foreign material, and/or other conditions that render an item unfit for human consumption. **ACTION REQUIRED:** contractor is required to STOP ISSUE of the item, immediately NOTIFY DOD CUSTOMERS, REQUEST RETURN of the item in question, and notify supplier/producer of the item (if applicable).

NOTES:

MAJOR NONCONFORMANCE (BLUE) = In contractor OCONUS locations only, the Contracting Officer may approve continue issue of the item because of location extenuating circumstances and on a case-by-case basis. This approval is depending on the type and severity of the deviation, DLA Troop Support Lead Auditor recommendation, customer approval, and if the same item and/or a substitute of equal/higher technical quality is Not-in-Stock at OCONUS location. Continue issue of the item may require and include contractor screening/rework of the nonconforming item and follow-up Government inspection/audit to verify action taken by the contractor (at no cost to the Government for inspection/travel costs). At CONUS/OCONUS locations, only the Contracting Officer, not the customer or the Lead Auditor, has the authority to accept wrong items (not meeting item description cited in DLA Troop Support catalogs). The Rating assigned to the item WILL NOT be changed by the Lead Auditor because of acceptance with a waiver/rework/repair of the item in question. The DLA Troop Support Food Safety Office, at the request of the Contracting Officer, may issue a restricted (to DLA Troop Support customers only) a Hazardous Food Recall for all those items originating from an unapproved source and distributed to DLA Troop Support customers worldwide.

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

iii. Audit Preparation

The contractor is responsible for and will bear all costs for the facility and the equipment/supplies used during the audit. Immediately upon receipt of the audit notification, the contractor shall make arrangements to use their normal product cutting room/kitchen (if adequate) or find another facility for the audit. If there is no space available at the contractor facility or the space is inadequate other arrangements must be made by the contractor. The room must be equipped with running water. Cleanup of the cutting area/room and

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continuous cleanup of equipment will be the contractor's responsibility. The contractor must call the Lead Auditor to discuss the location, adequacy of the facility, and equipment available as soon as possible but no later than 45 Calendar days prior to the audit. The following is the list of equipment / personnel that may be needed:

Freezer storage area to store samples selected.

Chill area for tempering product for approximately 10 + pallets.

Tables for conducting the audit and demonstration.

Sinks/wash area equipped with sanitizing soap for cleaning knives and equipment.

Water jet spray attachment for the sink.

Pans or work area in close proximity to a sink area to drain/purge from packaged product.

Deep fat fryer.

Microwave.

Calibrated scales – A scale capable of weighting portion control items and roasts; a large scale capable of weighting large cases (weighing up to 70 pounds); a digital portion scale capable of weighting in ounces and grams.

A minimum of 10 large flat baking sheet pans, plastic trays or some type of tubs to place thawed meats.

Cart to move samples around.

Cutting boards (two or three).

Large trash cans with bags.

Power hook-up for 3-4 computers.

Access to a copy machine.

Small box for ground beef samples (Approx. 10 oz) and dry ice or cold packs for mailing.

Miscellaneous supplies: Paper towels; heavy-duty plastic bags; one box of large latex gloves; paper flip chart/easel with markers (RED, BLUE, ORANGE, GREEN, BLACK); cellophane tape.

Optional but considered highly desirable: Cloth towels and floor covering to maintain clean and sanitary floor areas.

A camera and a person to take digital pictures during the audit may be required. A copy of the pictures will be e-mailed to the DLA Troop Support auditor at the end of the audit.

iv. Sample List/Selection of Samples

The DLA Troop Support Lead Auditor will provide a list of sample items upon arrival at the contractor facility. Two samples for each item will be selected. Pick list/picker stickers, six month velocity or usage report, and an on-hand inventory quantity report (i.e. number of cases on hand) should be developed for each item after receipt of the list. In addition, since all seafood items are required to originate from an approved source, copies of certificates/documentation for these items and any item on the list that is required to be certified must be available for review upon arrival at the facility. Warehousing assistance will be required to pull and prepare samples for the audit. Assistance with moving samples from the storage areas to the audit area and also continuous removal of items after review will be required on audit days. Some samples will require tempering/thawing. An area will need to be provided for the sample tempering process with a capacity for at least 10 or more single layer pallets side by side. In order to rapidly temper these items the warmest area at the facility will be needed.

Upon tempering the items will need to be placed in a chilled environment. All samples must be stored in controlled conditions to protect from abuse or tampering. The meat audit items (approx. 13-20) will be primarily Center of the Plate –Beef and Pork- Steaks, Roasts, Chops, Diced, and Ground items. Ground Beef Bulk and Patties will be sent to the USDA laboratory for Analytical testing- Fat only. The contractor will need to arrange for the shipping of the samples approximately 4 ounces, except in OCONUS areas where prohibition exists or it is impractical. The seafood items (approx. 13-20) will consist of Fish - Portions, Sticks, Fillets, and Steaks, Shrimp, Lobster, Crab, Clam, Oyster, and Crawfish. Poultry items (approx. 13-20) will also be center of the plate items. Processed Products Fruit and Vegetable will consist of approximately 13-20 Items.

v. Audit Results

The audit results are performance indicators that will be used in conjunction with a firm's past performance. DLA Troop Support considers 85% acceptability for each category (Meats, Poultry, Seafood, and Processed Products) as the minimum standard for acceptable performance. Contractors will be given a detailed report on each product reviewed. It will be the contractor's responsibility to take immediate action to correct any deficiency uncovered during the audit. Corrective action must include action to address the deficiency and the system which allowed the deficiency to occur. Audit failures and/or failure to take corrective action will be grounds for terminating the contract.

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vi. Follow-Up Audits

Follow up audits may be scheduled within a one-year period of the initial audit as deemed necessary by the Government. Grounds for follow-up audits include but are not limited to failure to obtain an acceptable rating (<85%) in one or more commodities, repetitive failures, and customer complaints. All samples, audit facility, and equipment/supplies needed for the follow-up, same as indicated above for the initial audit, are to be at the expense of the contractor.

vii. Audit failures

As noted herein, audit failures and/or failure to take corrective action will be grounds for terminating the contract. The government may, at its discretion, take other action to address the audit failure such as, but not limited to unannounced QSMVs or follow-up audits. Such action will not constitute Government forbearance or waiver of the deficiency and will not affect the government's right to terminate the contractor contract or pursue other corrective or adverse actions against the contractor.

F. WAREHOUSING AND SANITATION PROGRAM/STORED PRODUCT PEST MANAGEMENT

The contractor shall develop and maintain an approved, commercial sanitation certification and adhere to a stored product pest management program for the food and other co-located non-food items that comply with industry standard programs such as the Code of Federal Regulations, Title 21, Part 110, Food manufacturing Practices, the Federal Insecticide, Fungicide, and Rodenticide Act, the Food, Drug, and Cosmetic Act of 1938 as well as all pertinent state and local laws and regulations. Records of inspections performed by the firm, subcontractor, or recognized industry association shall be maintained and made available to the Government at the Contracting Officer's request. Any findings by the firm or its agent documenting a critical sanitation deficiency shall be reported immediately to the Contracting Officer with an attached report of corrective action.

G. DELIVERY TEMPERATURES, SHIPPING AND STORAGE REQUIREMENTS

The contractor is responsible for proper product storage, segregation and delivery of product in excellent condition. The following will apply:

1. In order for frozen items to be accepted by the receiving activity, the following criteria must be observed:
 - i. Packages must be solid, not soft, upon arrival;
 - ii. Container and wrapping must be intact, not damaged, and in a solid condition;
 - iii. Packages must be free of drip and show no evidence of thawing and re-freezing (i.e. watermarks on boxes; off odor) or dehydration.
 - iv. Cello wrapped packages will not be discolored or show other signs of freezer burn.
2. Items requiring "Protection from Heat" shall be stored and delivered at a temperature below 70 degrees Fahrenheit.
3. Items requiring chilled conditions shall be stored and delivered under refrigeration of 32 to 40 degrees Fahrenheit.
4. For ice cream, the recommended storage and delivery temperature is -10 degrees Fahrenheit and the temperature shall not exceed 0 degrees Fahrenheit.

H. REJECTION PROCEDURES

1. If product is determined to be defective, damaged, and/or compromised in any other manner, it may be rejected by the authorized Government receiving official.
2. When product is found to be non-conforming or damaged, or otherwise suspect, the authorized Government receiving official shall reject the item and/or determine the course of action to be taken with the product in questions. If present, the Contracting Officer Representative (COR) may be consulted. The final decision is to be made by the authorized Government receiving official.
3. In the event an item is rejected, the delivery ticket/invoice shall be annotated as to the item(s) rejected. These items shall then be deducted from the delivery ticket/invoice. The delivery ticket/invoice total must be adjusted to reflect the correct dollar value of the shipment.
4. Replacements will be authorized based on the customer's needs. Any replacement delivered items will be delivered under a separate delivery ticket/invoice utilizing a new call number, CLIN number, and delivery order number. These re-deliveries will not constitute an emergency requirement and therefore will have no additional charges.
5. In the event that a product is rejected after initial delivery is made, the contractor may be required to pick up the rejected product or the customer may agree to dispose of it. Credit due to the ordering activity as a result of the rejected product being returned, will be handled through a receipts adjustment process in STORES. If the contractor has already been paid for the product, an offset will be issued through DLA Troop Support's financial system.

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6. Government policy requires that product shall be inspected upon receipt as promptly as practicable. However, failure to promptly inspect or accept supplies shall not relieve the contractor from responsibility, nor impose liability on any of the customers, for nonconforming supplies.
7. Supplies transported in vehicles which are not sanitary, or which are not equipped to maintain prescribed temperatures, may be rejected without further inspection.

I. AUTHORIZED RETURNS:

The contractor shall accept returns under the following conditions:

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

J. SHORT SHIPMENTS AND SHIPPING ERRORS:

1. The authorized Government receiving official will annotate short shipment(s) on the delivery ticket/invoice(s) that accompany the delivery. The contractor's representative (the truck driver/pilot), will acknowledge and counter-sign the delivery ticket/invoice.
2. Any product delivered in error by the contractor must be picked up on the next delivery day after notification by the ordering facility.

K. ARMY VETERINARY INSPECTORS AND INSPECTIONS

As described and detailed in this solicitation, all inspections by Army Veterinary Inspectors (VETCOM) shall be conducted in accordance with 48 CFR Part 246, Army Regulation (AR) 40-657, AR 40-656, and any other rule, regulation, or standard food inspection policy applicable to the Subsistence Prime Vendor operating within this geographic area as may be established from time to time by CENTCOM, Third US Army, or any other Department of Defense entity (e.g., PACOM). Any and all inspection determinations made by the US Army Veterinary Service shall be final.

L. MILITARY INSPECTION AT DESTINATION

- A. All deliveries are subject to military inspection at destination. Delivery vehicles may be required to stop at a central location for inspection before proceeding to the assigned delivery point(s). Additionally, upon completing the delivery (or deliveries) and before the carrier leaves the installation, copies of the invoices may be required to be delivered to a central "Accounting Office" activity on the installation after all drops have been made and prior to the carrier's departure from the installation.
- B. Under normal conditions, all deliveries shall be F.O.B. Destination to the end user delivery points. The delivery points are indicated in the Customer Section below. For contractor delivery of products from the OCONUS facility(s), all items will be delivered to end-user customer delivery point's loading platform (unless otherwise indicated) and be free of damage, with all packaging and packing intact. The Government shall not be liable for any delivery, storage, demurrage, accessorial, or other charge involved before the actual delivery (or "constructive placement" as defined in carrier tariffs) of the supplies to the final destination. The contractor may be liable directly to the USTRANSCOM Universal Services Contract (USC) ocean carrier(s) for charges for detained containers, port storage of detained containers, and maintenance of detained refrigerated containers. The Contractor shall pay and bear all charges to the specified point of delivery. For complete definition of F.O.B. Destination, see FAR Clause, 52.247-34, F.O.B. DESTINATION, which is incorporated into this solicitation by reference."

FOB Destination Shipments: (All shipments, unless otherwise specified by the Contracting Officer).

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

The contractor's delivery vehicles shall be equipped to maintain the appropriate temperatures and product segregation as necessary to deliver products at the proper temperature. Deliveries shall be made in clean, closed vehicles. When transporting food items, the vehicles shall be maintained in good sanitary condition to prevent contamination of the material. Delivery vehicles used to deliver items under this contract shall be subject to military veterinary inspection at destination. In addition, the delivery vehicles will be inspected for cleanliness and condition.

The authorized Government receiving official at each delivery point is responsible for inspecting and accepting products as they are delivered. The delivery ticket/invoice shall not be signed prior to the inspection of each product.

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All overages/shortages/returns are to be noted on the delivery ticket/invoice by the authorized Government receiving official and truck driver/pilot. A signature on the delivery ticket/invoice denotes acceptance of the product. The contractor shall forward three (3) copies of the delivery ticket/invoice with the shipment. The authorized Government receiving official will use the delivery ticket/invoice as the receipt document. Two (2) copies of the signed and annotated delivery ticket/invoice will serve as the acceptance document. No invoice may be submitted for payment until acceptance is verified.

C. Under special circumstances; i.e., special military exercises, F.O.B. Origin terms will apply. In these instances, the Government will accept product at the contractor's CONUS facility (FOB Origin) and a fifty percent (50%) reduction of the distribution price shall be applied. For complete definition of F.O.B. Origin, see FAR Clause, 52.247-29, F.O.B. ORIGIN, which is incorporated into this solicitation by reference. On any F.O.B. origin shipment, the contractor must arrange for USDA Inspection and is responsible for associated cost.

FOB Origin Shipments (Only when specified by the Contracting Officer).

Inspection and acceptance of products will be performed at the contractor's CONUS distribution point by a USDA official (costs for this inspection program are borne by the contractor). Inspection will normally be limited to identity, count, and condition.

The USDA official will sign the contractor prepared DD Form 250 form denoting acceptance of the product by the government. Invoices matching the DD250 quantities along with a copy of the DD250 will be express mailed by the contractor to both DLA Troop Support and the end customer.

X. PACKAGING, PACKING, AND LABELING

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

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

C. All food and beverage products shall be identified with readable dates (open code dates), or coded dates, as determined by the type of product delivered. For semi-perishable, shelf stable items, open dating is preferred, but code dating is acceptable. Contractors that do not use open dating should provide a product code number key to the Contracting Officer, the Veterinary Office in Korea and each customer facility. Items other than semi perishable, shelf stable products must have readable, open code dates clearly showing the use by date, date of production, date of processing/pasteurization, sell by date, best if used by date, or similar marking indicating the end of the guaranteed freshness date.

D. All meats, poultry, and seafood will be vacuum packed when practicable. In all instances the packaging must protect the product from freezer burn and contamination.

E. Frozen product must be processed and packed to allow removal of the individual units from the container without damage to that or other units. The intent is to be able to remove only that amount of product required for current needs, without the necessity of defrosting all units.

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

XI. MARKINGS

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

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

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

Case Marking/Labeling – Customers OTHER THAN THE NAVY

Shipping cases shall be marked or labeled on one end or side panel with the following information:

Item Nomenclature or Description

Date of Pack

Product Expiration Date and/or

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Best If Used By Date

Case Marking/Labeling – NAVY CUSTOMERS

Shipping cases shall be marked or labeled on one end or side panel with the following information:

NSN

FIC (Navy Food Identification Code) – If the Item **HAS** a FIC Code

Item Nomenclature

Quantity

Unit Pack

Unit of Issue

Case Weight

Case Cube

Date of Pack

Product Expiration Date

Lot Number

D. CODE DATES: All products shall be identified with readable open code dates (open code dates are markings that indicate product expiration date). All products delivered by the contractor will have an “open coded” (month/year) “Date of Pack” (DOP) and an “open coded” “Best When Used By Date,” “Sell by Date,” date of production, date of processing/pasteurization or similar marking indicating the end of the guaranteed freshness date. If the product manufacturers/producers do not use open code dating the contractor should request labeling with open code dates or shall use the origin manufacturers/producers Product Code Key to decode the item shelf life information, decode the closed code date, and must apply the open code date to their own label. Item Nomenclature shall be sufficient to identify the item. It is mandatory that a label containing this information be on every case delivered. Bar Codes are not required on shipping cases. If bar codes become a requirement during the life of this contract, the Prime Vendor will be required to apply the bar codes as directed.

E. TRACEABILITY REQUIREMENTS FOR CONTRACTOR OR CONTRACTOR’S SUPPLIERS RE-PACKAGING AND RE-LABELING PRODUCTS:

If the contractor removes the item from the manufacturer’s original packaging/shipping container and re-packages/re-labels an item, documentation must be maintained to trace the item back to the original producer/packer in case of a hazardous food recall or an item is rated Red/Critical during a DLA Troop Support audit. The contractor shall maintain or request from their suppliers documentation/certificates containing the following information: Item nomenclature, name and number of establishment, location, country of origin, date of production/pack (DOP), lot number, etc. If processing/production/packaging of the item occurred in more than one establishment, documentation for each item must also be maintained/provided. These records must maintain traceability of the item to the extent that a lot number/DOP/Code Date of an item can be traced back to the original manufacturers/producers of an end item. The manufacturer/producer and/or the contractor’s item label shall clearly identify the item(s) shelf life information (using an open code date) on the exterior of each case. In addition, the contractor must maintain records of quantities and when and where the re-packaged/re-labeled item(s) were shipped. The contractor must be able to show/provide DLA Troop Support Quality Auditors the documentation for samples selected during contractor Product Quality Audits or Unannounced Quality Systems Management Visits (QSMVs). It is the contractor’s responsibility to notify and ensure their suppliers understand and comply with this requirement.

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

XII. PALLETIZATION

A. All contractor shipments must be palletized in accordance with good commercial practices. The contractor is responsible for the purchase of all pallets, which must be American sized pallets (48 x 40 inches). No pallet exchange programs will be available for the customers listed in this solicitation. Pallets may not always be returned on a 1 to 1 basis. This does not relieve the contractor from delivering products on the proper type pallet. Pallet retrieval and all associated costs shall be the responsibility of the contractor.

Customers Other Than Navy Ships

Palletization shall be in accordance with good commercial practices. Pallet height should not exceed 60”, including the pallet.

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For Navy Ship Customers Only

All cases of product must be palletized. The type of pallet must only be a two way entry wing type pallet. Pallet height shall not exceed 45", including the pallet. All pallets must be shrink-wrapped. Pallet retrieval, if requested by the ship customer, and all associated costs, shall be the responsibility of the contractor.

Cases may be mixed on a pallet as long as ANY one line item is not embedded in the pallet and not visible or if all cannot be sight counted without breaking down the pallet.

Palletized/containerized unit loads shall be stenciled, printed, or labeled on two adjacent sides as follows:

NSN

Item Nomenclature

Quantity, size and unit (quantity is the number of shipping cases in the unit load such as 40 Cs., 24 No. 2 ½ Cans)

Contract Number, Including Delivery Order Number and Lot Number

Name and Address of Prime Vendor

Date of Pack

Gross Weight and Cube

Prime Vendor's Name and Address

Date of Pack

Expiration Date

B. Cases may be mixed on the pallet, but are to be skillfully built to protect the product and case integrity as to allow the receiver to out check/in check all items on that pallet. All shipments must include a pallet manifest in addition to the truck manifest.

XIII. CUSTOMERS

A. The Republic of Korea customers currently consist of Army, Air Force, Marine, and Navy dining facilities. Along with Visiting Navy Ships, Morale, Welfare, and Recreation (MWR), and other federally funded customers. Ordering facilities (Customers) can be added and/or subtracted as conditions warrant based of U.S Government request and Military Service/Customer needs.

The following is a current list of Customers in the Area of Responsibility (AOR):

DODAAC	CUSTOMER NAME	ADDRESS
CEDF06	JSA	S-149 CAMP BONIFAS CAMP BONIFAS
CHDF01	2ND MFAB	S-1134 DINING FACILITY UNIT #15711 PYONGTAEK
CHDF02	23RD SUPPORT CAMP HUMPHREYS	DINING FACILITY UNIT # PYONGTAEK
CHDF04	249TH MP DET CAMP HUMPHREYS	BLDG. S-1026 DINING FACILITY UNIT 15293 PYONGTAEK
CHDF05	1/43RD ADA, SUWON AB	S-2115 UNIT #15692 SUWON AB
DF0001	Camp Henry, HHC, 20th SPT GP	T-1320 Dining Facility, Unit #15494 Pusan
DF0002	CAMP WALKER, 19TH TAACOM	S-338 DINING FACILITY, UNIT #15015 PUSAN
DF0003	501ST CONSOLIDATED DINING FACILITY	S-233 CAMP CARROLL WAEGWAN
DF0007	HHC 1-52nd AVN, K-16, Songnam	S-209 Dining Facility, Unit #15266 Seoul
DF0009	EUSA Religious Retreat Center	T-1924 Dining Facility, Unit #15312 Yongsan
DF0010	Honor's Café	S-1416 DINING FACILITY, UNIT #15333 YONGSAN
DF0019	CSCT #3, Yongin	S-10 Dining Facility, Unit #15266 Yongin
FT9216	GINGKO TREE DINING FACILITY OSAN AB	BLDG# 1470 51 SVS/SVMF UNIT #2065 OSAN
FT9217	PACIFIC HOUSE OSAN AIR BASE KOREA	BLDG B-733 DINING FACILITY UNIT 2065 OSAN AB OSAN
FT9218	BACK OF THE HANGER OSAN AIR BASE	BLDG B-1741 DINING FACILITY UNIT 2065 OSAN AB OSAN
FT9219	OMALLEY IN KUNSAN AIR BASE KOREA	BLDG# B-550 UNIT 2105 BLDG B-550 KUNSANAB KOREA KUNSAN
FT9220	8 SVS/SVMFT CHARLIE'S PLACE DFAC	BLDG B-2850 UNIT # 2105 KUNSAN AIR BASE KOREA KUNSAN
FT9237	AIRMAN DINING FACILITY	BLDG #415 DET 607 ASUS/LGP TAEGU
FT9239	GWANG JU AB DINING FACILITY	UNIT 2120 BLDG 230 DFAC APO AP 607 MMS SVS DET 1 GWANG JU AB KOREA GWANG JU
FT9546	CDC OSAN AIR BASE KOREA	BLDG 738 UNIT 2065 TEXAS STREET OSAN

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FT9901	NAF CENT WAREHOUSE OSAN AB K-55	BLDG 364 UNIT 2065 ALABAMA ROAD OSAN AB OSAN
FT9902	KUNSAN AB NAF WAREHOUSE	BLDG 1107 8 SVS/SVFN KUNSAN AB KUNSAN
HXRKYC	AAFES PACIFIC EXCH RGN	UNIT 15555 APO AP 96205-5555 SEOUL
M15017	CAMP MUJUK MESS HALL	BLDG 1104 UNIT 15017 CAMP MUJUK
M20209	YECHON ROKAF BASE	16FW PLANS OFFICE BLDG. 3196 YEOCHEN-2 LEE, KYEUNG BOOD, SOUTH YECHON
M29017	CAMP RODRIGUEZ RANGE COMPLEX	MESSHALL BLDG. S1251, USMC YONG PYONG NI YONG JUN MYON YONG PYONG
MEF312	CAMP MUJUK MESS HALL	BLDG 1008 UNIT 15017 POHANG
MEF316	CAMP BARAN	BLDG 601-206 CAMP BARAN POHANG
MEF3GY	PORT OF GWANGYANG	BLDG 214 BLDG 214 KEONBUDU-RO YEOSU
MEF3KO	CAMP MUJUCK MESS HALL	BLDG 1008 UNIT 15017 POHANG
MMR121	CAMP MUJUK	DDK RECEIVING BLDG 620 UNIT 15758 WAEGWAN KR
SP0320	DRAGON HILL LODGE	BLDG 4050 SOUTH POST YONGSAN 3 KA YONGSAN KU SEOUL
UIDF02	501ST CONSOLIDATED DINING FACILITY	BLDG S-2449 CAMP STANELY UIJONGBU
UIDF03	CG'S MESS	T-109 CAMP RED CLOUD UIJONGBU
UIDF05	6/37TH FA FIRES BDE	S-33 CAMP CASEY PONGBUCHON
UIDF08	NCO ACADEMY	S-2147 CAMP JACKSON UIJONGBU
UIDF12	122 SIG CRC	S-230 CAMP RED CLOUD UIJONGBU
UIDF15	HHD, 302ND BSB	S-639 CAMP CASEY TONGDUCHON
UIDF16	302ND BSB CASEY MAIN	S-2392 CAMP CASEY TONGDUCHON
UIDF24	1BCT BTB	S-3755 CAMP HOVEY TONGDUCHON
UIDF25	D 302 BSB SPORTS CAFE	S-4158 CAMP HOVEY TONGDUCHON
W80MAX	DINING FACILITY UNIT #15244	BLDG S-7005 HHC 121ST GEN HOS BOX 596 SEOUL
W810WR	MWR SERVICES DIVISION	BLDG# 1022 POC MR. KIM SOK TAE NAF ACCT 23RD ASG SVC DIV PYONGTAEK
W9028K	TORII STATION - US ARMY GARRISON	BLDG 218 UNIT 35115 OKINAWA
W91BUP	OPERATION TOMODACHI	BLDG 333 APO AP ZAMA
W9CZYS	US ARMY EXERCISE YAMA SAKURA	UTOC CORP-MILITARY PROJECT OFFICE NO. 8 DAIKOKU- FUTO L5 TSURUMI-KU YOKOHAMA, KANAGAWA
WT4HA0	SSMO 48 PUSAN	T- 1352 TISA 48 SUPPORT OPS DIV UNIT 15181 PUSAN
WT4KDZ	SSMO 38 CAMP CASEY	3213 CAMP CASEY TISA 38 UIJONGBU
WT4KEH	SSMO 51, YONGSAN	S-5402 UNIT #15333 SOUTH POST SEOUL
WT4KEJ	SSMO 52,CAMP HUMPHREYS	S-811 TISA 52, UNIT 15716 PYONGTAEK
W5J9XV	194TH CSSB	S-527 UNIT #15396 WONJU
W5J9XX	USACA-K	S-1026 HUMPHREYS PYONGTAEK
W5J9XY	SUWAN AB	S-2115 SUWAN PYONGTAEK
W5J9ZV	2ND CAB	S-1134 HUMPHREYS PYONGTAEK
N3498B	MWR CHINHAE, CENTRAL WAREHOUSE Transit Ships	PSC 479 COMFLEACT CHINHAE, MWR CHINHAE
N20113	USNS FLINT T-AE-32	BLDG# 615 COMFLEACT CHINHAE PSC 497 CHINHAE
N21245	USNS SAFEGUARD T-ARS 50	CONFLEACT CHINHAE PSC 497 CHINHAE
N21579	USNS WALTER S. DIEHL T-AO- 193	BLDG# 615 COMFLEACT CHINHAE PSC 497 CHINHAE
N21622	USNS TIPPECANOE T-AO-199	BLDG# 615 COMFLEACT CHINHAE PSC 497 CHINHAE
N21636	USNS MERCY T-AH 19	BLDG# 615 COMFLEACT CHINHAE PSC 497 CHINHAE
N21872	USNS RAINIER T AOE 7	BLDG3 615 COMFLEACT CHINHAE PSC 497 CHINHAE
N22154	USNS BOWDITCH T-AGS 62	BLDG# 615 COMFLEACT CHINHAE PSC 497 CHINHAE
N22256	USNS WATSON T-AKR 310	BLDG# 615 COMFLEACT CHINHAE PSC 497 CHINHAE
N22258	USNS DAHL TAKR-312	BLDG# 615 COMFLEACT CHINHAE PSC 497 CHINHAE

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N22259	USNS RED CLOUD T-AKR 313	CHINHAE GALLEY, CHINHAE, KOREA CHINHAE
N22260	USNS CHARLTON T-AKR-314	BLDG# 615 COMFLEACT CHINHAE PSC 497 CHINHAE
N22263	USNS SODERMAN T-AKR-317	CHINHAE GALLEY CHINHAE, KOREA CHINHAE GALLEY, CHINHAE KOREA CHINHAE KOREA
N22266	USNS HENSON TAGS-63	CHINHAE GALLEY, CHINHAE, KOREA CHINHAE
N23005	USNS 1ST LT HARRY MARTIN T-AK-3015	BLDG# 615 COMFLEACT CHINHAE PSC 497 CHINHAE
N23167	USNS MARY SEARS TAGS-65	BLDG# 615 COMFLEACT CHINHAE PSC 497 CHINHAE
N23196	USNS AMELIA EARHART T- AKE 6	COMFLEACT CHINHAE PSC 497 COMFLEACT CHINHAE PSC 497 CHINHAE
N23197	USNS CARL BRASHEAR T- AKE 7	BLDG# 615 COMFLEACT CHINHAE PSC 497 CHINHAE
N23198	USNS WALLY SCHIRRA T- AKE 8	BLDG# 615 COMFLEACT CHINHAE PSC 497 CHINHAE
N23199	USNS MATTHEW PERRY T- AKE 9	BLDG# 615 COMFLEACT CHINHAE PSC 497 CHINHAE
N23602	USNS CHARLES DREW (T-AKE 10)	COMFLEACT CHIHAE CHINHAE
N23606	USNS MATTHEW PERRY T- AKE 9	GALLEY COMFLEACT CHIHAE CHINHAE
N23881	VADM K.R. WHEELER T-AG 5001	NAVY PIER CHINHAE
R05840	USS BLUE RIDGE	BLDG# 615 COMFLEACT CHINHAE PSC 497 CHINHAE
R20825	USS JACKSONVILLE SSN	COMFLEACT CHINHAE PSC 497 CHINHAE
R20826	USS LA JOLLA	BLDG# 615 COMFLEACT CHINHAE, PSC 497 CHINHAE
R20887	USS SAN FRANCISCO	COMFLEACT CHINHAE PSC 497 CHINHAE
R21001	USS ALBUQUERQUE SSN-706	CHINHAE GALLEY CHINHAE KOREA CHINHAE GALLEY CHINHAE KOREA CHINHAE
R21036	USS OHIO SSBN 726	BLDG# 615 COMFLEACT CHINHAE, PSC 497 CHIHAE
R21037	USS MICHIGAN SSBN-727	BLDG# 615 COMFLEACT CHINHAE PSC 497 CHINHAE
R21200	USS VANDEGRIFT FFG-48	BLDG# 615 COMFLEACT CHINHAE PSC 497 CHINHAE
R21235	USS FORD FFG-54	BLDG# 615 COMFLEACT CHINHAE PSC 497 CHINHAE
R21245	USS SAFEGUARD ARS 50	BLDG. #615 COMFEACT CHINHAE, PSC 497 CHINHAE
R21314	USS AVENGER MCM-1	CHINHAE GALLEY CHINHAE KOREA CHINHAE GALLEY CHINHAE KOREA CHINHAE
R21345	USS BUNKER HILL CG-52	BLDG# 615 COMFLEACT CHINHAE, PSC 497 CHINHAE
R21406	USS GUARDIAN MCM-5	BDLG# 615 COMFLEACT CHINHAE PSC 497 CHINHAE
R21412	USS GEORGE WASHINGTON CVN-73	CHINHAE GALLEY CHINHAE
R21451	USS CHANCELLORSVILLE CG 62	BLDG# 615 COMFEACT CHINHAE, PSC 497 CHINHAE
R21453	USS PATRIOT MCM-7	BLDG# 615 COMFLEACT CHINHAE PSC 497 CHINHAE
R21623	USS COWPENS CG-63	BLDG# 615 COMFLEACT CHINHAE PSC 497 CHINHAE
R21657	USS SHILOH CG-67	BLDG# 615 COMFLEACT CHINHAE, PSC 497 CHINHAE
R21686	USS JOHN MCCAIN DDG 56	BLDG# 615 COMFLEACT CHINHAE, PSC 497 CHINHAE
R21692	USS COLUMBUS SSN-762	BLDG 615 COMFLEACT CHINHAE PSC 497 CHINHAE
R21693	USS SANTA FE SSN 763	BLDG# 615 COMFLEACT CHINHAE PSC 497 CHINHAE
R21817	USS COLUMBIA SSN-771	BLDG# 615 COMFLACT CHINHAE PSC 497 CHINHAE
R21824	USS FITZGERALD	US NAVY SHIP PUSAN
R21825	USS STETHEM (DDG-63)	FPO AE96678-1281 CHINHAE
R21831	USS GREENVILLE SSN 772	BLDG# 615 COMFLEACT CHINHAE, PSC 497 CHINHAE
R21832	CHEYENNE	CHINHAE NAVY SHIP CHINHAE
R21956	USS LASSEN (DDG-82)	FPO AE 96671-1299 CHINHAE
R22178	USS RONALD REGAN CVN-76	BLDG# 615 COMFLEACT CHINHAE, PSC 497 CHINHAE
R22993	USS MCCAMPBELL DDG-85	BLDG# 615 COMFLEACT CHINHAE, PSC 497 CHINHAE
R22996	USS PREBLE DDG-88	BLDG# 615 COMFLEACT CHINHAE CHINHAE
R23028	USS TEXAS SSN-775	BLDG# 615 COMFLEACT CHINHAE PSC 497 CHINHAE

R23146	USS CHUNG-HOON DDG-93	BLDG# 615 COMFLEACT CHINHAE PSC 497 CHINHAE
R23151	USS GRIDLEY DDG-101	BLDG# 615 CONFLEACT CHINHAE, PSC 497 CHINHAE
R23155	USS CHAFEE DDG-90	BLDG# 615 COMFLEACT CHINHAE, PSC 497 CHINHAE
R23159	USS HAWAII SSN 776	COMFLEACT CHINHAE, KOREA COMFLEACT CHINHAE, PSC 497 CHINHAE
R23163	USS STOCKDALE DDG-106	BLDG# 615 COMFLEACT CHINHAE, PSC 497 CHINHAE
R23166	USS STERETT DDG-104	BLDG# 615 COMFLEACT CHINHAE PSC 497 CHINHAE
R46245	USNS MERCY T-AH 19 (MILDET)	BLDG #615 COMFLEACT CHINHAE PSC 497 CHINHAE
R55684	USS WAYNE E MEYER DDG 108	COMFLEACT CHINHAE PSC 497 CHINHAE
R69226	USS OHIO	COMFLEACT CHINHAE PSC 497 CHINHAE

B. NON-COMPETITION

The Contractor warrants that it

will not actively promote, encourage, or market to any of the customers on this acquisition, away from a resultant DLA Troop Support contract, and onto a contract of any other Government agency or commercial entity.

XIV. DELIVERY, TITLE, ORDERS, AND ORDER FILL RATES

A. CUSTOMER DELIVERIES:

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

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

3. Specific delivery point information is provided below. Some installations have more than one delivery point. Awardee must provide expeditious off-loading and delivery to the customer and ensure that the personnel loading and delivering the product provide prompt and efficient service to the customer.

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

5. The contractor shall also ensure that the personnel loading and delivering the product provide prompt and efficient service to the customer. Drivers should carry picture ID's, and comply with any internal ID and security requirements of the specific site. Trucks should also be properly registered with each activity to ensure smooth admission to the compound, while fully honoring all in-house security protection measures of the military activities.

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

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

Note: Normal Hours for Delivery are: 0800 -1100 and 1300 – 1700 hours.

B. BACK-UP PLAN

In the event that the Contracting Officer determines that the contractor is prohibited from performing within Korea, the contractor will still be responsible for managing the supply chain, including but not limited to procuring the items, booking the containers, and arranging for DTS pick-up of containers. FOB Origin terms will apply.

C. TITLE

Title of all products purchased for the Government remains with the contractor during the shipment, and title passes to the Government when products are inspected and accepted at the final delivery point by an authorized Government receiving official

D. ORDERING SYSTEM – Subsistence Total Order & Receipt Electronic System (STORES)

1. Accessed via the Internet, the STORES is the Government’s translator/ordering system that is capable of accepting orders from any of the Services;” i.e. Army, Air Force, Navy, or Marines, individual ordering systems and translating them into an Electronic Data Interchange (EDI) format. In addition, this information is passed to DLA Troop Support for the purposes of contractor payment and customer billing.
2. Customers will be able to order all of their requirements through STORES. The system will transmit orders to the contractor and to DLA Troop Support.
3. The awardee shall be required to interface with STORES and must be able to support the following EDI transactions:
 - i. 810 – Electronic Invoice
 - ii. 820 – Payment Voucher Information
 - iii. 832 – Catalog (Outbound: Contractor to DLA Troop Support)
 - a. The supplier will be required to submit a breakout of their total contract unit price, i.e. separate Product price and Distribution Price columns.
 - b. Gross case weight, case cube, and number of cases per pallet will need to be provided by the supplier
 - iv. 850 – Purchase order
 - v. 861 – Receipt
 - vi. 864 – Inventory Reporting
 - vii. 997 – Functional Acknowledgement
4. The contractor shall have access to the Internet and be able to send and receive electronic mail (email).
5. Unit prices and extended prices must be formatted not more than two (2) places to the right of the decimal point.
6. The contractor is required to utilize the Government’s item descriptions in the Electronic Catalog (832 transmissions). The Government’s format begins with the broad category of the item and then continues with a more specific item description. For example: “Crinkle Cut Carrots,” would be listed as “Vegetable, Carrots, and Crinkle Cut.”
7. The contractor will utilize the DLA Troop Support invoice reconciliation process or other such systems as they become available, to the maximum extent, towards the goal of correcting invoices early and facilitating the payment process.
8. In the event the STORES system or the contractor interface is not operational, the contractor must provide alternate ways for the customer to order (e.g., by fax, by phone, pick-up orders, etc), however, for delivery, receipt, and payment purposes the order will manually have to be generated via the Customer Account specialist at DLA Troop Support (TVLS).
9. DOD has mandated that all personnel who access DoD systems must use Public Key Infrastructure (PKI) for all private web-enabled applications. Contractor personnel are required to have a DOD-approved PKI or External Certificate Authority (ECA) certificate to access STORES. To learn who to contact to obtain a DoD-approved certificate go to https://www.daas.dla.mil/daashome/pki_contacts.asp.
10. Contractors are permitted to request no more than one (1) Special 832 transaction per week. All Special 832 transactions must be approved by the Contracting Officer.
11. Please see attachments 2 and 3 for Inventory Reporting and STORES and EDI Requirements, respectively.

E. ORDER PLACEMENT

1. Customers shall place their orders to accommodate a “skip day” delivery. For example, an order placed on March 1st would have a required delivery date of March 3rd. Orders may be placed with a longer lead-time; however, the minimum lead-time is “skip-day”. Customers will be required to adhere to the specified cut-off time to place an order for skip day deliveries which will be negotiated and become part of the contract, upon award.
2. The Supplier is to advise the customers of non- availability of an item and recommendation for re-order no later than 12:00 noon of the skip day. If it appears that the vendor does not expect a stock replenishment in sufficient time to fulfill the requirement, the Prime Vendor should offer the customer a substitute of equal or higher quality and of equal or lower cost, or advise them of the not-in-stock position of the item and the date of the expected delivery from the manufacturer. **For orders where less than the normal 48 hour order lead-time is**

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provided to the vendor, every effort will be made to provide such notification to the customer of non-availability of an item prior to the arrival of the delivery.

F. HOLIDAYS

1. All orders are to be delivered as stated above except for Federal holidays as indicated below. When a scheduled delivery day falls on one of these days, or one designated by your firm, delivery will take place on the next business day.

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

G. EMERGENCY ORDERS

1. In emergency situation same day delivery, twenty-four hour delivery or delivery on a Saturday, Sunday or legal holiday may be necessary. The Prime Vendor will provide a minimum of two such "emergency" orders (excluding mobilization actions) per month per customer at no additional charge. Emergency orders are those that are required outside normal delivery schedules.

2. The Contractor must be able to receive and process delivery orders on any day of the week to include holidays. Delivery days and times are not restricted and may be every day of the week.

3. The contractor is responsible for providing the ordering facilities with the name of the contractor representative responsible for notification of receipt and handling of such emergency service and his/her phone number, e-mail address, and/or pager number.

H. AIRLIFTS

1. There are no products that currently require airlifts within Korea.

2. In case of an Emergency the prime vendor will be required to execute airlifts to meet requirements that cannot be fulfilled by traditional means (ships, trucks, etc.) due to time constraints. There are air tenders in place through TRANSCOM. Additionally, the prime vendor must have a working arrangement in place with a commercial air source that can be ready to deliver on a moment's notice. The use of military air may also be an option available to the prime vendor. The prime vendor will seek guidance from the Contracting Officer prior to selecting the method of airlift to ensure that it is in the best interest of the Government.

Some examples of occasions where PV's will be required to use airlifts are but not limited to:

- i. Unusually large orders or battle group carriers moving into the region.
- ii. Military exercises.
- iii. Unforeseen changes in troop personnel at bases.
- iv. Addition of new customers/requirements that will need support before the traditional 60-90 day lead-time needed to source product from the United States.

I. ORDER FILL OR SUBSTITUTION POLICY

1. All supplies shall be furnished on a "fill or kill" basis. Customer notification and approval is required before any partial shipment can be made; however, the unfilled quantity is to be reported as not-in-stock (NIS). Contractors are required to have procedures for handling NIS situations. The contractor is required to stipulate timeframes in which the NIS item will be identified to the customer prior to the delivery, in order that a substitute item may be requisitioned via a new order.

2. For ship orders, the substitution must be authorized by the ship and coordinated with the Navy Logistics Support Center (LSC). In the case of a contractor NIS on part of a quantity ordered, partial shipments are acceptable if the customer is notified and agrees; however, the unfilled quantity is considered cancelled and shall be reflected as a "0% fill" on the fill rate report. The customer may elect to re-order under a new purchase order.

J. NEW ITEMS AND ITEM REVISIONS

1. If a customer desires to order an item that is not part of the contractor's inventory, the contractor will be allowed a maximum of sixty (60) days to source and make the item available for distribution. The contractor must notify DLA Troop Support and the requesting activity when new items are available for distribution. These items should become a permanent part of the

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contractor's inventory if it appears that these items will be ordered regularly. There will be a ten (10) case per month minimum usage to add new items. The contractor will be responsible for notifying the Contracting Officer on a monthly basis if any catalog item is not meeting the ten (10) case monthly usage minimum so that the item may be reviewed for deletion.

2. The contractor shall assume the responsibility of introducing new food items to the customers, as well as to show cost effective alternatives to their current choices. The contractor will still be required to perform their normal manufacturer selection process to include analysis/comments/recommendation of new products prior to the product sampling/taste testing.

3. The contractor agrees to the DLA Troop Support requirement that all new items will not be available and delivered to the customer(s) until sufficient inventory of the new products have been shipped and received in the contractor's OCONUS facility(s) with the new items added to the customer's catalog via the 832 catalog process.

4. All new items must be approved as determined by the individual service Headquarters' operating procedures prior to stocking the item. New item additions and/or changes to NSNs must be authorized in writing by the Contracting Officer prior to the 832 catalog update transmissions.

5. In the event of a change in pack size for an item, (e.g., an item in Category 1 changes from 24/12 oz cans to 12/12 oz cans), the contractor must notify the Contracting Officer of any such change. A new Sub-Category may be established within that Category (e.g., Sub-Category 1B) and the distribution price may be adjusted proportionally (e.g., from \$6.00 per case to \$3.00 per case).

6. New item prices for non-MPA items must be determined fair, reasonable, and approved by the contracting officer prior to the items addition to the customer's catalog. Contractors shall seek approvals prior to the items sailing from CONUS. Any non-MPA products shipped without prior approval are shipped at the contractor's own risk and may be subject to charges against the Contractor to recoup USTRANSCOM shipping costs, as well as not being authorized for addition to the catalog, should the Contracting Officer fail to determine them fair and reasonable. In accordance with past practice, the customer will continue to determine the requirement for all items to be added to the catalog. However, new non-MPA items will not be added to the catalog unless the Contracting Officer determines the proposed prices for the new non-MPA item to be fair and reasonable in accordance with the FAR and approves the addition.

7. Contractors shall utilize the Contracting Officer provided form when requesting all item approvals (additions and/or changes). The form is mandatory and will be provided post award. Each request for approval of a non-MPA item must, at the same time, have the following documentation attached:

- i.. Copy of the manufacturer's original invoice signifying the manufacturer's FOB origin product price, and discount terms, or
- ii. Written price quote, on the manufacturer's letterhead, if the item is not currently in stock, to include: date price quote was supplied, time period price quote is effective, item description, part number, stock number, quantity covered by the price quote, item price per unit of measure, NAPA discount, if applicable, FOB terms, original manufacturer or grower's point of contact including name, title, signature, address, and phone number, payment terms and point of importer for all fresh fruits and vegetables and local market ready items.

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8. The approved price as submitted on the form must be the price submitted on the 832 transmission. Incoming 832 transmissions will be verified for compliance. Prices other than those approved will be rejected.

K. FILL RATE/SUBSTITUTIONS/EXCEPTIONS

1. The required contract order fill-rate is, at a minimum, 98%, which must be achieved for both items sold by the case and items sold by the pound. It is not necessary to propose a higher fill rate, nor will we evaluate a proposed higher fill rate. During contract performance, higher fill-rates may result in a higher Past Performance and/or Experience rating for future acquisitions. Fill rates will be documented in the Contractor Performance Review System (CPARS) and low fill rates may impact past performance evaluations on subsequent acquisitions.

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

$$(\text{Cases accepted} / \text{cases ordered}) \times 100 = \text{Fill Rate \%}$$

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

$$(\text{Pounds accepted} / \text{Pounds ordered}) \times 100 = \text{Fill Rate \%}$$

4. Definitions:

- i. Cases accepted: The product quantity that the customer has received and receipted, not including damaged cases, and mis-picks.
- ii. Cases ordered: The product quantity requested by a customer.
- iii. Catch-weight item: An item for which a weight range is acceptable; normally meat items purchased by the pound, e.g. 8905-01-E29-2117, Beef Flank Steak, 11-15 LB.

5. Regardless of the line item/LSN unit of issue or unit of measure (LB, CO, CS), the Government will calculate the fill-rate for each delivery order line item based on cases ordered & accepted, utilizing the units per pack, or purchase ratio factor, to convert all order/receipt quantities to cases. In calculating catch-weight item order/receipt cases and fill-rates, the weight range average will be utilized to convert pounds to cases. The government system will round down and up as follows:

- 0 – 0.4999 will round down
- 0.5 – 0.999 will round up

6. The following is as an example of a catch-weight item with an average weight is 13 LB. In the event a customer wants 50 lbs of the item, the ordering system will place the order for a multiple of 13 LB equal to or greater than the requirement, in this case 52 LBS. If the contractor delivers 45 LB, the fill-rate will be calculated as follows:

$$\begin{aligned} \text{Order} &= 52 \text{ LB} / 13 = 4 \text{ cases} \\ \text{Receipt} &= 45 \text{ LB} / 13 = 3.46 = 3 \text{ cases} \\ \text{Fill-rate} &= 3 / 4 = 75.0\% \end{aligned}$$

If the contractor delivers 46 LB, the fill-rate = $46 / 13 = 3.53 = 4 \text{ cases} = 4 / 4 = 100\%$

7. Contractors shall assure that the 832 catalog transaction set for each catch-weight LSN contains (1) the correct average case weight of cases to be delivered in 832 field CTP04, Catch-Weight Multiple, and (2) 832 field PO404, Packaging Code, includes the catch-weight indicator "AVG."

Catch-weight items are items which permit a weight range per case, normally meat items with a LB weight range. For catch-weight items only, the allowable quantity variation is:

Decrease: minus (-) 49% of the item average weight
Increase: plus (+) the item average weight

For example, for 8905-01-E29-2117, Beef Flank Steak, 11-15 LB, with a 13 LB average order quantities will be in multiples of the 13 LB item average weight. The allowable variations in quantity for any order for this item are:

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Decrease = 13 x .49 = 6 LB
Increase = 13 LB

For an order of 104 LB of 8905-01-E29-2117, Beef Flank Steak, 11-15 LB, the contractor may deliver 98-117 LB and receive a 100% fill-rate.

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

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

10. Substitute items will be accepted / receipted against the new STORES order line, and the original order line will be counted as a zero fill. As an example: 8 cases of #10 can applesauce is ordered, the contractor is NIS and recommends #303 CN applesauce as a substitute, customer accepts substitute and places a new order for 6 cases of the #303 CN applesauce (for a different quantity in this

Original: 8915-00-127-8272, Applesauce #10 CN, 6/CS:

Order = 48 CN = 8 CS: Receipt = 0

Substitution: 8915-00-127-6272, Applesauce #303 CN, 24/CS:

Order = 144 CN = 6 CS: Receipt = 6 CS

The fill-rate for the original line is 0%; the fill-rate on the substitute line is 100%. The weighted average fill-rate for the 2 lines is 42.9% (6 cases accepted / 14 cases ordered).

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

12. The Government in-house record for fill-rate calculates the fill-rate for each line item of each delivery order, the fill rate per delivery order, the fill-rate per customer, and the fill-rate for all customers, for any period of time, based on order required delivery dates (RDD). Fill-rates are calculated for non-catch-weight items, catch-weight items, and overall (all items) fill rate. The Government's in-house record for non-catch weight fill rate shall be calculated utilizing the order and receipt information located in STORES. The contractor's submitted non catch weight fill rate reports will be based on the same formula, and shall not include substitutions, mis-picks, damaged cases, etc.

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

14. FILL RATE EXCEPTIONS:

- A – STORES Receipt Data Out of Date**
- B – STORES Catalog Problem, PRF Incorrect
- C – STORES Catalog Problem, Catch Weight Item Pkg Data Incorrect
- D – Monthly Item Demand Exceeds Average Demand By >= 300%****
- E – Newly Cataloged Item/Insufficient Time for Contractor to Procure**
- F – Low Shelf Life Item. Frequent Restocking Required**
- G – Customer Cancelled Item Without Using STORES.
- H – Customer Based Order Qty on Incorrect Unit of Issue
- I – DLA Troop Support Demand Forecast Problem
- J – Special Order Item**
- K – Item Being Phased Out
- L – Customer Ordered Wrong Item
- M- Customer Ordered Incorrect Quantity for Catch Weight Items*
- Z – Other, Not Listed****

* Note: When using exception M, the fill rate should be calculated as outline above regardless of the fill rate percentage, i.e., 30 lbs accepted / 20 lbs ordered = 150%. Using this code will explain why the fill rate is over 100%.

** Note: Not Applicable in OCONUS.

***Note: Column Z is to be used for other Exceptions not listed, for example: DTS Delays, NIS Waivers etc. and must be explained in a separate Word document.

****Note: Average Monthly Demand will be calculated on an annual basis using the following formula:

(Total of all customer orders for particular line item for the most recent 12 month period-customer cancellations for the same period)/12

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B. ADMINISTRATION

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

2. The DLA Troop Support Contracting Officer must approve any changes to the contract.

C. MARKETING

Participation in briefings, conferences, and other related activities does not imply that the contractor is responsible for conducting market research for the Government.

D. NOTICE TO CONTRACTORS

Prospective contractors are hereby advised that although there is a guaranteed minimum of 10% 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.

E. CONTRACTOR PERFORMANCE ASSESSMENT REPORTING SYSTEM (CPARS)**1. Background**

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.

Effective November 1, 2006, a DoD Public Key Infrastructure (PKI) Certificate is required for all contractor users accessing CPARS. The requirement for PKI certificates is implemented in accordance with DoD security policy promoting secure electronic transactions.

2. Obtaining a PKI certificate

For access to CPARS: A DoD PKI Certificate is required for all DoD employees accessing ACASS, CCASS, CPARS and FAPIIS. Contractors are also encouraged to obtain and use a certificate. Non-DoD Government users may continue to access ACASS, CCASS, CPARS and FAPIIS without a certificate.

PKI Certifications remain a requirement for access to some Government electronic systems. However, OCONUS contractors may have some difficulty in obtaining a PKI certificate, and while this is a requirement under special circumstances exceptions can be made. Additionally, the potential cost involved in obtaining a PKI certification should be considered when contractors establish normal distribution prices.

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Contractors who do not work at a DoD facility may purchase a DoD PKI certificate from one of three External Certificate Authorities (ECAs). The ECAs are contractors 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 https://www.cpars.gov/main/pki_info.htm. Each contractor employee accessing CPARS will need an Identity Certificate (An Encryption Certificate is not required). Certificates range in price from \$99 - \$115 per certificate per year, with volume discounts at some ECAs. Each contractor must fully comply with the DoD requirement to implement PKI in order for our information systems to remain secure and viable.

F. INVOICING

1. Each delivery will be accompanied by the contractor's delivery ticket/invoice. Three (3) 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 contractor. Any changes must be made on the face of the invoice; attachments are not acceptable.
2. All invoicing for payment is to be filed electronically using EDI transaction set 810. 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.
3. 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 contractor will be responsible for correction and re-submission.
4. The same invoice cannot be submitted with different dollar amounts, and the same invoice number cannot be used more than once during the fiscal year.
5. Invoices may not be submitted as "LIVE DATA" until a test transaction set has been cleared.
6. For catch weight items, standard rounding methods must be observed, i.e. less than 0.5 is rounded down; equal to or greater than 0.5 is 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 contractor.
7. Unit prices and extended prices must be formatted not more than two (2) decimal places to the right of the decimal point. STORES will not accommodate positions of 3 and above beyond the decimal point.
8. The following address must appear in the "Bill To" or "Payment Will Be Made By" block of the contractor's invoice:

DFAS – Columbus Center
Attn: DFAS-CO-SEP
PO Box 182317
Columbus, OH 43218

9. Each invoice shall contain sufficient data for billing purposes. This includes, but is not limited to:
 - i. Contract Number, Call or Delivery Order Number, and DoDAAC;
 - ii. Contract line listed in numeric sequence (also referred to as CLIN order);
 - ii. Item nomenclature;
 - iii. LSN or NSN;
 - iv. Quantity purchased per item in DLA Troop Support's unit of issue;
 - v. Clean invoices must be submitted; and
 - vi. Total dollar value on each invoice (reflecting changes to the shipment, if applicable).
10. Contractors are required to use the DLA Troop Support Reconciliation Tool to identify and correct mismatches between invoices submitted and customers posted receipts. It is the responsibility of the contractor to adjust as necessary and communicate with the customer or DLA Troop Support as needed, in order to resolve any/all discrepancies.

G. PAYMENTS

1. DFAS Columbus Center is the payment office for this acquisition.
2. Payment of delivery orders will be made in accordance with the terms and conditions of Paragraph (i) of Clause 52.212-4 "Contract Term and Conditions – Commercial items" and any addendum, appearing in the section of this solicitation entitled "Contract Clauses".
3. Payment is subject to the terms and conditions of the Prompt Payment Act (31 U.S.C. 3903) (The due date for making invoice payments by the designated payment office shall be the later of the following two events: (a) the 30th day after the designated billing office receives a proper invoice from the Contractor; (b) the 30th day after the Government acceptance of supplies delivered or services performed. For a final invoice, when the payment amount is subject to contract settlement actions, acceptance is deemed to occur on the effective date of the contract settlement.). All 810 electronic invoices must be submitted with accurate, sufficient, clean data before any payment can be made. Korea invoices that exceed the \$500K threshold shall be

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scanned and e-mailed separately to DLA Troop Support. DLA Troop Support will enter the receipt records into STORES. However, the contractor shall not submit the 810 invoices for payment until the signed delivery ticket/invoice has been received directly from the customer.

4. Fast pay procedures do not apply.

5. All contractors 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.

6. STORES/BSM Reconciliation Tool: In an effort to improve the payment process, contractors will have availability to view what the customer has or has not receipted, via the BSM website. 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 by the contractor. While the contractor will not have the capability to update customer receipt information, update capability will be available for unreconciled invoice information for approximately 30 days.

7. The Government intends to make payments under the resultant contract by electronic funds transfer (EFT). Reference Clause FAR 52.232-33, "Payment by Electronic Funds Transfer – Central Contractor Registration" contained within clause FAR 52.212-4, Contract Terms and Conditions -Commercial Items. However, the election as to whether to make payment by check or electronic funds transfer is at the option of the Government.

H. MANAGEMENT REPORTS

The contractor shall provide the following reports to the Contracting Officer in the frequency indicated. Negative reports are required and the government reserves the right to add additional reports at no additional cost. Each quantity and dollar value provided should be based on the items unit of issue.

It is at the Contracting Officer's discretion which reports are submitted and the frequency of these reports. All of these reports shall be cumulative for a one (1) month period and submitted no later than the seventh day of the following month i.e. reporting period of January 1st through January 31st, the reports must be received by February 7th. Unless otherwise identified below, all other reports are to be submitted electronically on a monthly basis. Other reports and additional information on existing reports may be requested by the Contracting Officer.

The contractor is required to add the following statement to every management report submitted to DLA Troop Support:

"I confirm that all the information submitted to the Government is complete and accurate to the best of my knowledge. I understand that false statements contained herein, may be punishable by law."

1. Fill Rate Reports: (Shall be submitted in non-protected Excel format)

i. Monthly Fill Rate Report: The monthly fill-rate by line item is calculated by dividing the number of cases accepted by the customer by the number of cases ordered. Mis-picks and damaged cases should not be included in this calculation, however all items Not-In-Stock, rejected, returned, damaged, mis-picks, etc., should be clearly identified in the report. The report should specify fill rates per customer/dining facility and an overall average for the month. In addition to the fill rate by cases, catch weight items by pounds shall be reported as defined in the fill rate section of the solicitation.

ii. Weekly Fill Rate Report – In addition to the Monthly Fill Rate Report, the contractor will also submit a weekly report reflecting the previous weeks business, by customer and overall, to DLA Troop Support Contracting Officer. This weekly report will follow the exact same format as the monthly fill rate report.

The Monthly and Weekly fill rate reports should specify fill rates grouped by contract/catalog number(s) (if applicable), DODAAC (first six positions of the delivery order) and delivery order number. The date range of the report shall be based on the customer's RDD for the previous week as defined in paragraph 2 above.

The report shall contain all orders for the specified time period, as well as, a worksheet summary roll-up report tab which captures all contract/catalog numbers combined. The summary shall contain the following information:

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Overall fill rate based on cases

Overall non-catch weight fill rate based on cases

Overall catch weight fill rate based on cases

Overall catch weight fill rate based on pounds

Delivery orders shall be grouped by DODAAC. Within each DODAAC sort fill rates by delivery order number

2. Overall discrepancy report shall only include delivery orders that contain less than 100% fill rate and reason code for discrepancy.
3. Monthly Descending Unit Volume & Dollar Value Report– Product line item sales, sorted by total cost; each quantity and dollar value should be based on the items unit of issue; and each report should contain, at a minimum the DLA Troop Support stock number, item description, unit of issue, quantity ordered, distribution price category, product price, distribution price, unit price and total cost. Dollar amounts will be totaled.
4. Monthly Product Line Item Rejection Report – Product line items rejected, sorted by item description; each report should contain, at a minimum the delivery order number, line item number, DLA Troop Support stock number, item description, unit of issue, number of units rejected and dollar value of units rejected. The monthly report must contain a summary sheet that identifies the quantity and value of items shipped, received, and rejected by product category; i.e., contractor, government furnished material, local market ready or fresh fruits and vegetables. Dollar amounts should be subtotaled by product category and totaled overall.
5. Monthly Customer Service Report - The contractor shall develop and provide a report summarizing all discrepancies, complaints and all positive feedback from ordering activities and the respective resolutions by providing a summary from customer visits.
6. Monthly Rebate Reports:
 - i. General Rebates - The contractor shall provide a monthly report identifying all discounts, rebates, allowances or other similar economic incentives or benefits, and the associated amounts passed on to the Government. The contractor must indicate the type of discounts, rebates, allowances or other similar economic incentives or benefits given to any other customer whether they are of limited or special duration, and the amount that has been passed on to the Government, in the form of an upfront price reduction.
 - ii. NAPA Report - This report should summarize the savings passed along to the customers in the form of deviated allowances realized as a result of utilizing the NAPA's. List each customer, the NAPA amount, the manufacturer/broker name, and quantity ordered. NAPA figures should be listed per customer, per contract and per manufacturer.
 - iii. Food Show Rebates Report - This report should show a detailed break out of all savings received at your Food Show. This report is not a monthly requirement, but is based on the timing of your Food Show. List each customer, the Food Show amount, the manufacturer/broker name, and quantity ordered. Food Show Rebates should be listed per customer, per contract, and per manufacturer. The total should be per customer and per contract.
7. Monthly Cancellation Report – Order cancellations sorted by order date; each line to contain at a minimum: Purchase order number, Catalog number; DODAAC, Order Date, Ship Date, Originally scheduled delivery date, Order dollar value, Call number, Item Count, and Reason for Cancellation.
8. Monthly Asset Visibility Report - Product line item demand quantities, assets on-hand, at port, in the pipeline and on order. The contractor needs to be able to present real time asset visibility of their entire inventory. At a minimum the contractor will be required to submit this report once a month, but there may be instances when the contractor will be required to submit

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this report on a weekly or daily basis. Government Furnished Material (GFM) must be reported separate from non-GFM per OCONUS warehouse and support region.

NOTE: This report starts before the first order is placed, and is required during the implementation period.

9. Monthly Slow Moving Item Report - The report should list underperforming (items not meeting monthly 1 pallet order minimum) or inactive items by NSN, name, customer ordering the item, quantity on-hand and remaining shelf life. This report must include all items with 30, 60, and 90 days of remaining shelf life.

10. Monthly Vendor Catalog Report – (to be submitted with each catalog update) – Sorted by Item Description; each line to contain at a minimum: DLA Troop Support stock number, item description, product price, normal distribution price, unit price, premium distribution price, purchase ratio factor numerator, unit of issue, item category, item category unit of measure.

I. CATALOG ORDER GUIDE

The contractor shall provide a catalog order guide, with descriptions and pack sizes, to each of the customers serviced under this contract. At a minimum, the order guide should list the DLA Troop Support Stock Number, DLA Troop Support Unit of Issue, the contractor's part number, and the brand of each item.

J. OTHER CONSIDERATIONS

The contractor will cooperate in any Government investigation relating to this contract. Specific forms of cooperation will include making officials available for interviews, production of records, etc.

The contractor will submit specific monthly reports, signed by a senior official of the company, relating to pricing, discounts, rebates, allowances or other similar economic incentives or benefits that will be received by the contractor.

52.212-04 CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS (FEB 2012) FAR

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

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

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

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

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended ([41 U.S.C. 601-613](#)). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR [52.233-1](#), Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

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

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably

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possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

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

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

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

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

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

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

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

(i) Payment.—

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

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

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

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

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

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

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

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

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

(D) Contractor point of contact.

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

(6) Interest.

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) Final decisions. The Contracting Officer will issue a final decision as required by [33.211](#) if—

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see [32.607-2](#)).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

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- (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. 3701](#), et seq., Contract Work Hours and Safety Standards Act; [41 U.S.C. 51-58](#), Anti-Kickback Act of 1986; [41 U.S.C. 265](#) and [10 U.S.C. 2409](#) relating to whistleblower protections; [49 U.S.C. 40118](#), Fly American; and [41 U.S.C. 423](#) relating to procurement integrity.
- (s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:
- (1) The schedule of supplies/services.
- (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.
- (3) The clause at [52.212-5](#).
- (4) Addenda to this solicitation or contract, including any license agreements for computer software.
- (5) Solicitation provisions if this is a solicitation.
- (6) Other paragraphs of this clause.
- (7) The [Standard Form 1449](#).
- (8) Other documents, exhibits, and attachments.
- (9) The specification.
- (t) Central Contractor Registration (CCR).
- (1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.
- (2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR [Subpart 42.12](#), the Contractor shall provide the responsible Contracting Officer a

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minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of [Subpart 42.12](#); and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see [Subpart 32.8](#), Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via CCR accessed through <https://www.acquisition.gov> or by calling 1-888-227-2423 or 269-961-5757.

52.212-05 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS (JAN 2013) FAR

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEPT 2006), with Alternate I (OCT 1995) (41 U.S.C., 253g and 10 U.S.C. 2402).

(2) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(3) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5).

(4) 52.204-10, Reporting Executive Compensation and First - Tier Subcontract Awards (AUG 2012) (Pub. L. 109-282) (31 U.S.C. 6101 note).

(5) 52.204-11, American Recovery and Reinvestment Act – Reporting Requirements (JUL 2010) (Pub. L. 111-5).

(6) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (DEC 2010) (31 U.S.C. 610 note). (Applies to contracts over \$30,000). (Not applicable to subcontracts for the acquisition of commercially available off-the shelf items).

(7) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (FEB 2012) (41 U.S.C. 2313).

(8) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (MAY 2012) (section 738 of Division C of Pub. L. 112-74, section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).

(9) 52.219-3, Notice of Total HUBZone Set-Aside or Sole Source Award (NOV 2011) (15 U.S.C. 657a).

(10) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

(11) [Reserved]

(12)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).

(ii) Alternate I (NOV 2011)

(iii) Alternate II (NOV 2011)

(13)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

(ii) Alternate I (OCT 1995) of 52.219-7.

(iii) Alternate II (MAR 2004) of 52.219-7.

(14) 52.219-8, Utilization of Small Business Concerns (JAN 2011) (15 U.S.C. 637(d)(2) and (3)).

(15)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2011) (15 U.S.C. 637(d)(4)).

(ii) Alternate I (OCT 2001) of 52.219-9.

(iii) Alternate II (OCT 2001) of 52.219-9.

(iv) Alternate III (JUL 2010) of 52.219-9.

(16) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).

(17) 52.219-14, Limitations on Subcontracting (Nov 2011) (15 U.S.C. 637(a)(14)).

(18) 52.219-16, Liquidated Damages - Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).

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- [] (19) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- [] (ii) Alternate I (JUNE 2003) of 52.219-23.
- [] (20) 52.219-25, Small Disadvantaged Business Participation Program - Disadvantaged Status and Reporting (DEC 2010) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- [] (21) 52.219-26, Small Disadvantaged Business Participation Program - Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- [] (22) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set -Aside (NOV 2011) (15 U.S.C. 657f).
- [] (23) 52.219-28, Post Award Small Business Program Representation (APR 2009) (15 U.S.C. 632(a)(2)).
- [] (24) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (APR 2012).
- [] (25) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (APR 2012).
- [] (26) 52.222-3, Convict Labor (JUNE 2003) (E.O.11755).
- [X] (27) 52.222-19, Child Labor - Cooperation with Authorities and Remedies (MAR 2012) (E.O. 13126).
- [] (28) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).
- [] (29) 52.222-26, Equal Opportunity (MAR 2007) (E.O.11246).
- [] (30) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).
- [] (31) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 2010) (29 U.S.C. 793).
- [] (32) 52.222-37, Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212).
- [] (33) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496) .
- [] (34) 52.222-54, Employment Eligibility Verification (JUL 2012). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- [] (35) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- [] (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items).
- [] (36) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).
- [] (37)(i) 52.223-16, EEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).
- [] (ii) Alternate I (DEC 2007) of 52.223-16.
- [X] (38) 52.223-18, Encouraging Contractor Policy to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513).
- [] (39) 52.225-1, Buy American Act - Supplies (FEB 2009) (41 U.S.C. 10a-10d).
- [] (40)(i) 52.225-3, Buy American Act - Free Trade Agreements - Israeli Trade Act (NOV 2012) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78,108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
- [] (ii) Alternate I (MAR 2012) of 52.225-3.
- [] (iii) Alternate II (MAR 2012) of 52.225-3.
- [] (iv) Alternate III (MAR 2012) of 52.225-3.
- [] (41) 52.225-5, Trade Agreements (NOV 2012) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note) .
- [X] (42) 52.225-13, Restrictions on Certain Foreign Purchases (JUNE 2008) (E.O.'s , proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- [] (43) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150).
- [] (44) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42 U.S.C. 5150).
- [] (45) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- [] (46) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- [X] (47) 52.232-33, Payment by Electronic Funds Transfer - Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).
- [] (48) 52.232-34, Payment by Electronic Funds Transfer—Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).
- [] (49) 52.232-36, Payment by Third Party (FEB 2010) (31 U.S.C. 3332).
- [] (50) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).
- [] (51)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).
- [] (ii) Alternate I (APR 2003) of 52.247-64.
- (c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: [Contracting Officer check as appropriate.]
- [] (1) 52.222-41, Service Contract Act of 1965 (NOV 2007) (41 U.S.C. 351, et seq.).
- [] (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- [] (3) 52.222-43, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (SEP 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- [] (4) 52.222-44, Fair Labor Standards Act and Service Contract Act—Price Adjustment (SEP 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

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[] (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance Calibration, or Repair of Certain Equipment—Requirements (NOV 2007) (41 U.S.C. 351, et seq.).

[] (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements (FEB 2009) (41 U.S.C. 351, et seq.).

[] (7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAR 2009) (Pub. L.110-247).

[] (8) 52.237-11, Accepting and Dispensing of \$1 Coin (SEPT 2008) (31 U.S.C. 5112(p)(1)).

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

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contract or shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L.110- 252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (DEC 2010) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities unities.

(iii) [Reserved]

(iv) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 2010) (29 U.S.C. 793).

(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496) .

Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(viii) 52.222-41, Service Contract Act of 965 (NOV 2007) (41 U.S.C. 351, et seq.).

(ix) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

[] Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (NOV 2007) (41 U.S.C. 351, et seq.).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services -Requirements (FEB 2009) (41 U.S.C. 351, et seq.).

(xii) 52.222-54, Employment Eligibility Verification (JUL 2012).

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAR 2009) (Pub. L.110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xiv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx. 241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations .

(End of Clause)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (FEB 2013) DFARS

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

[] 52.203-3, Gratuities (APR 1984) (10 U.S.C. 2207).

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

(1) [X] 252.203-7000, Requirements Relating to Compensation of Former DoD Officials (SEP 2011) (Section 847 of Pub. L. 110-181).

(2) [X] 252.203-7003, Agency Office of the Inspector General (DEC 2012) (section 6101 of Pub. L. 110-252, 41 U.S.C. 3509 note).

(3) [X] 252.205-7000, Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

- (4) [X] 252.219-7003, Small Business Subcontracting Plan (DoD Contracts) (AUG 2012) (15 U.S.C. 637).
- (5) [] 252.219-7004, Small Business Subcontracting Plan (Test Program) (JAN 2011) (15 U.S.C. 637 note).
- (6)(i) [] 252.225-7001, Buy American and Balance of Payments Program (JUN 2012) (41 U.S.C., Chapter 83, E.O. 10582).
- (ii) [] Alternate I (OCT 2011) of 252.225-7001.
- (7) [] 252.225-7008, Restriction on Acquisition of Specialty Metals (JUL 2009) (10 U.S.C. 2533b).
- (8) [] 252.225-7009, Restriction on Acquisition of Certain Articles Containing Specialty Metals (JUN 2012) (10 U.S.C. 2533b).
- (9) [X] 252.225-7012, Preference for Certain Domestic Commodities (JUN 2010) (10 U.S.C. 2533a).
- (10) [] 252.225-7015, Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) (10 U.S.C. 2533a).
- (11) [] 252.225-7016, Restriction on Acquisition of Ball and Roller Bearings (JUN 2011) (Section 8065 of Public Law 107-117 and the same restriction in subsequent DoD appropriations acts).
- (12) [] 252.225-7017, Photovoltaic Devices (NOV 2012) (Section 846 of Pub. L. 111-383).
- (13) [X] 252.225-7021, Trade Agreements (NOV 2012) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).
- (ii) [] Alternate I (JUN 2012) of 252.225-7021.
- (iii) [] Alternate II (OCT 2011) of 252.225-7021.
- (14) [] 252.225-7027, Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).
- (15) [] 252.225-7028, Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).
- (16)(i) [] 252.225-7036, Buy American Act--Free Trade Agreements--Balance of Payments Program (NOV 2012) (41 U.S.C. chapter 83 and 19 U.S.C. 3301 note).
- (ii) [] Alternate I (JUN 2012) of 252.225-7036
- (iii) [] Alternate II (NOV 2012) of 252.225-7036.
- (iv) [] Alternate III (JUN 2012) of 252.225-7036.
- (v) [] Alternate IV (NOV 2012) of 252.225-7036.
- (vi) [] Alternate V (NOV 2012) of 252.225-7036.
- (17) [] 252.225-7038, Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)).
- (18) [] 252.225-7039, Contractors Performing Private Security Functions (JUN 2012) (Section 862 of Pub. L. 110-181, as amended by section 853 of Pub. L. 110-417 and sections 831 and 832 of Pub. L. 111-383).
- (19) [] 252.226-7001, Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Public Law 107-248 and similar sections in subsequent DoD appropriations acts).
- (20) [] 252.227-7013 252.227-7013, Rights in Technical Data – Noncommercial Items (FEB 2012), if applicable (see 227.7103-6(a)).
- (21) [] 252.227-7015, Technical Data--Commercial Items (DEC 2011) (10 U.S.C. 2320).
- (22) [] 252.227-7037, Validation of Restrictive Markings on Technical Data (JUN 2012), if applicable (see 227.71023-4(c))
- (23) [X] 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports (JUN 2012) (10 U.S.C. 2227).
- (24) [X] 252.237-7010, Prohibition on Interrogation of Detainees by Contractor Personnel (NOV 2010) (Section 1083 of Pub. L. 111-84)
- (25) [X] 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).
- (26) [X] 252.243-7002, Requests for Equitable Adjustment (DEC 2012) (10 U.S.C. 2410).
- (27) [] 252.246-7004, Safety of Facilities, Infrastructure, and Equipment For Military Operations (OCT 2010) (Section 807 of Public Law 111-84).
- (28) [] 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (SEP 2010) (Section 884 of Public Law 110-417).
- (29)(i) [X] 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).
- (ii) [X] Alternate I (MAR 2000) of 252.247-7023.
- (iii) [] Alternate II (MAR 2000) of 252.247-7023.
- (iv) [] Alternate III (MAY 2002) of 252.247-7023.
- (30) [] 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).
- (31) [] 252.247-7027, Riding Gang Member Requirements (OCT 2011) (Section 3504 of Pub. L. 110-417).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders-- Commercial Items clause of this contract (FAR 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

- (1) 252.225-7039, Contractors Performing Private Security Functions (JUN 2012) (Section 862 of Pub. L. 110-181, as amended by section 853 of Pub. L. 110-417 and sections 831 and 832 of Pub. L. 111-383).
- (2) 252.227-7013, Rights in Technical Data – Noncommercial Items (FEB 2012), if applicable (see 227.7103-6(a)).
- (3) 252.227-7015, Technical Data – Commercial Items (DEC 2011), if applicable (see 227.7102-4(a)).
- (4) 252.227-7037, Validation of Restrictive Markings on Technical Data (JUN 2012), if applicable (see 227.7102-4(c)).
- (5) 252.237-7010, Prohibition on Interrogation of Detainees by Contractor Personnel (NOV 2010) (Section 1038 of Pub. L. 111-84).
- (6) 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).
- (7) 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (SEP 2010) (Section 884 of Public Law 110-417).
- (8) 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).
- (9) 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).
- (End of clause)

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CLAUSES ADDED TO PART 12 BY ADDENDUM**252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991) DFARS****52.203-03 GRATUITIES (APR 1984) FAR****52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (JAN 2010) 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 (JAN 2009) DFARS****252.203-7003 AGENCY OFFICE OF THE INSPECTOR GENERAL (APR 2012) DFARS****52.204-09 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011) FAR****252.204-7003 CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992) DFARS****52.204-9001 ELECTRONIC ORDER TRANSMISSION (NOV 2011) DLAD**

Supplies procured through the Defense Logistics Agency (DLA) may be ordered via electronic ordering. Offerors must check one of the following alternatives for paperless order transmission:

Electronic Data Interchange (EDI) transmissions in accordance with ANSI X12 Standards through DLA Transaction Services approved value added network (VAN).

Electronic Mail (email) award notifications containing Web links to electronic copies of the Department of Defense (DD) Form 1155, Order for Supplies or Services.

252.205-7000 PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS (DEC 1991) DFARS**52.208-09 CONTRACTOR USE OF MANDATORY SOURCES OF SUPPLY OR SERVICES (OCT 2008) FAR****52.209-06 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR SUSPENSION (DEC 2010) FAR****52.209-09 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (FEB 2012) FAR**

(a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the Central Contractor Registration database via <https://www.acquisition.gov>/<https://www.acquisition.gov>.

(b) As required by section 3010 of the Supplemental Appropriations Act, 2010 (Pub. L. 111-212), all information posted in FAPIS on or after April 15, 2011, except past performance reviews, will be publicly available. FAPIS consists of two segments—

(1) The non-public segment, into which Government officials and the Contractor post information, which can only be viewed by—

(i) Government personnel and authorized users performing business on behalf of the Government; or

(ii) The Contractor, when viewing data on itself; and

(2) The publicly-available segment, to which all data in the non-public segment of FAPIS is automatically transferred after a waiting period of 14 calendar days, except for—

(i) Past performance reviews required by subpart 42.15;

(ii) Information that was entered prior to April 15, 2011; or

(iii) Information that is withdrawn during the 14-calendar-day waiting period by the Government official who posted it in accordance with paragraph (c)(1) of this clause.

(c) The Contractor will receive notification when the Government posts new information to the Contractor's record.

(1) If the Contractor asserts in writing within 7 calendar days, to the Government official who posted the information, that some of the information posted to the non-public segment of FAPIS is covered by a disclosure exemption under the Freedom of Information Act, the Government official who posted the information must within 7 calendar days remove the posting from FAPIS and resolve the issue in accordance with agency Freedom of Information procedures, prior to reposting the releasable information. The contractor must cite 52.209-9 and request removal within 7 calendar days of the posting to FAPIS.

(2) The Contractor will also have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, i.e., for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.

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(3) As required by section 3010 of Pub. L. 111-212, all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available.

(d) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.
(End of clause)

252.209-7004 SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY (DEC 2006) DFARS

52.211-17 DELIVERY OF EXCESS QUANTITIES (SEP 1989) FAR

252.211-7006 RADIO FREQUENCY IDENTIFICATION (SEP 2011) DFARS

(b)(1) Except as provided in paragraph (b)(2) of this clause, the Contractor shall affix passive RFID tags, at the case- and palletized-unit-load packaging levels, for shipments of items that—

(i) Are in any of the following classes of supply, as defined in DoD 4140.1-R, DoD Supply Chain Materiel Management Regulation, AP1.1.11:

- (A) Subclass of Class I – Packaged operational rations.
- (B) Class II – Clothing, individual equipment, tentage, organizational tool kits, hand tools, and administrative and housekeeping supplies and equipment.
- (C) Class III – Packaged petroleum, lubricants, oils, preservatives, chemicals, and additives.
- (D) Class IV – Construction and barrier materials.
- (E) Class VI – Personal demand items (non-military sales items).
- (F) Subclass of Class VIII – Medical materials (excluding pharmaceuticals, biologicals, and reagents – suppliers should limit the mixing of excluded and non-excluded materials).
- (G) Class IX – Repair parts and components including kits, assemblies and subassemblies, repairable and consumable items required for maintenance support of all equipment, excluding medical-peculiar repair parts; and

(ii) Are being shipped to one of the locations listed at <http://www.acq.osd.mil/log/rfid/> or to—

- (A) A location outside the contiguous United States when the shipment has been assigned Transportation Priority 1, or to—
- (B) The following location(s) deemed necessary by the requiring activity:

Contract Line, Subline, or Exhibit Line Item Number	Location Name	City	State	DoDAAC

(2) The following are excluded from the requirements of paragraph (b)(1) of this clause:

- (i) Shipments of bulk commodities.
- (ii) Shipments to locations other than Defense Distribution Depots when the contract includes the clause at FAR 52.213-1, Fast Payment Procedures.

(c) The Contractor shall—

- (1) Ensure that the data encoded on each passive RFID tag are globally unique (i.e., the tag ID is never repeated across two or more RFID tags and conforms to the requirements in paragraph (d) of this clause;
- (2) Use passive tags that are readable; and
- (3) Ensure that the passive tag is affixed at the appropriate location on the specific level of packaging, in accordance with MIL-STD-129 (Section 4.9.2) tag placement specifications.

(d) Data syntax and standards. The Contractor shall encode an approved RFID tag using the instructions provided in the EPC™ Tag Data Standards in effect at the time of contract award. The EPC™ Tag Data Standards are available at <http://www.epcglobalinc.org/standards/>.

- (1) If the Contractor is an EPCglobal™ subscriber and possesses a unique EPC™ company prefix, the Contractor may use any of the identifiers and encoding instructions described in the most recent EPC™ Tag Data Standards document to encode tags.
- (2) If the Contractor chooses to employ the DoD identifier, the Contractor shall use its previously assigned Commercial and Government Entity (CAGE) code and shall encode the tags in accordance with the tag identifier details located at

http://www.acq.osd.mil/log/rfid/tag_data.htm. If the Contractor uses a third-party packaging house to encode its tags, the CAGE code of the third-party packaging house is acceptable.

(3) Regardless of the selected encoding scheme, the Contractor with which the Department holds the contract is responsible for ensuring that the tag ID encoded on each passive RFID tag is globally unique, per the requirements in paragraph (c)(1).

(e) Advance shipment notice. The Contractor shall use Wide Area WorkFlow (WAWF), as required by DFARS [252.232-7003](#), Electronic Submission of Payment Requests, to electronically submit advance shipment notice(s) with the RFID tag ID(s) (specified in paragraph (d) of this clause) in advance of the shipment in accordance with the procedures at <https://wawf.eb.mil/>.

(End of clause)

52.211-9010 SHIPPING LABEL REQUIREMENTS – MILITARY-STANDARD (MIL-STD) 129P (MAR 2012) DLAD

52.211-9010 SHIPPING LABEL REQUIREMENTS – MILITARY STANDARD (MIL-STD) 129P (NOV 2011), ALT I (AUG 2005) DLAD

52.211-9046 FDA COMPLIANCE - DLA TROOP SUPPORT - MEDICAL AND SUBSISTENCE (NOV 2011) DLAD

52.215-08 ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT (OCT 1997) FAR

52.215-9006 ABILITYONE, (FORMERLY CALLED JAVITS-WAGNER-O'DAY ACT ("JWOD")) ENTITY SUPPORT- CONTRACTOR REPORTING (FEB 2012) DLAD

52.216-19 ORDER LIMITATIONS (OCT 1995) FAR

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$0.00, 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 \$450,000,000.00 ;

(2) Any order for a combination of items in excess of \$450,000,000.00 ; or

(3) A series of orders from the same ordering office within 1 days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 1 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-22 INDEFINITE QUANTITY (OCT 1995) FAR

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period ; provided, that the Contractor shall not be required to make any deliveries under this contract after 180 days

(End of clause)

252.216-7006 ORDERING (MAY 2011) DFARS

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the contract schedule. Such orders may be issued from date of award through the 60-month term of the contract *[insert dates]*.

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52.216-9036 EVALUATION OF OFFERS - ECONOMIC PRICE ADJUSTMENT (FEB 2009) DLAD**52.216-9065 ECONOMIC PRICE ADJUSTMENT-ACTUAL MATERIAL COSTS FOR DLA TROOP SUPPORT - SUBSISTENCE PRODUCT PRICE BUSINESS MODEL (DEC 2012) DLAD**

(b)(3)(i)

A)(1) The product is listed in category 9 (The Contracting Officer shall fill-in the distribution category for Prime Vendor Fresh Fruits and Vegetables (FF&V)); and

D) Prime Vendor Table Displays/Decorations only: For products listed in Category 9 Prime Vendor Table Displays/Decorations only, the product price shall be based on FOB Origin/Point of the manufacturer's distribution because the manufacturer will not sell directly to the prime vendor. This exception must be approved by the Contracting Officer on a case by case basis. Support documentation is required.

(b)(7) "Ordering Month" means from the Sunday 12:01 am of the First full week in a calendar month through the last in that calendar month (Eastern Time ET, standard or daylight as applicable).

(c) (1) (ii)

The product price would be derived as follows:

Supplier A -

Supplier B - $30\% \times \$5.90 = \1.77

Supplier C - $30\% \times \$6.30 = \1.89

Product Price = \$5.94

(c)(1)(iii) Updates to the Product Price: All notices and requests for product prices and price changes shall be submitted monthly, no later than 12:00 pm local Philadelphia time on the last Monday of each month for submission not later than 12:00 pm local Philadelphia time on the last Monday of each month, to be effective in the following Ordering Month's Ordering Catalog prices.

(c)(1)(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 Contracting Officer specifically authorizes the posting. If the Contracting Officer does not notify the Contractor by close of business local Philadelphia time on the Thursday day immediately following the Monday 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 Month. The posting of updated prices in the Ordering Catalog, calculated in accordance with this clause, constitutes a modification to this contract. No further contract modification is required to effect this change.

(vi) Should the Contracting Officer determine that, or question whether, a price change request contained an erroneous unit price or price change, or cannot otherwise determine the changed price(s) to be fair and reasonable, such as when the changed price(s) is (are) higher than lower Product 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 local Philadelphia time on the Thursday immediately following the Monday. 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 an alternate source of supply and the failure of the Contractor to supply such item will be considered a negative instance of performance.

(d) UPWARD CEILING ON ECONOMIC PRICE ADJUSTMENT: The aggregate of contract product price increases for each item under this clause during the contract period inclusive of any option period(s) or tiered pricing period(s) shall not exceed 30 (%) 30 (%) for Fresh Fruits and Vegetables (FF&V) of the initial Contract product price, except as provided below:

252.219-7003 SMALL BUSINESS SUBCONTRACTING PLAN (DoD CONTRACTS) (AUG 2012) DFARS**52.219-9003 DLA MENTORING BUSINESS AGREEMENTS (MBA) PERFORMANCE (DEC 1997) DLAD****52.222-29 NOTIFICATION OF VISA DENIAL (JUN 2003) FAR****252.222-7006 RESTRICTIONS ON THE USE OF MANDATORY ARBITRATION AGREEMENTS (DEC 2010) DFARS**

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52.225-14 INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000) FAR

252.225-7001 BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM (JUN 2012) DFARS

252.225-7002 QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS (JUN 2012) DFARS

252.225-7004 REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES AND CANADA - SUBMISSION AFTER AWARD (OCT 2010) DFARS

252.225-7005 IDENTIFICATION OF EXPENDITURES IN THE UNITED STATES (JUN 2005) DFARS

252.225-7006 QUARTERLY REPORTING OF ACTUAL CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES (OCT 2010) DFARS

252.225-7012 PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (FEB 2013) DFARS

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

"Component" means any item supplied to the Government as part of an end product or of another component.

"End product" means supplies delivered under a line item of this contract.

"Qualifying country" means a country with a reciprocal defense procurement

memorandum of understanding or international agreement with the United States in which both countries agree to remove barriers to purchases of supplies produced in the other country or services performed by sources of the other country, and the memorandum or agreement complies, where applicable, with the requirements of section 36 of the Arms Export Control Act (22 U.S.C. 2776) and with 10 U.S.C. 2457. Accordingly, the following are qualifying countries:

Australia

Austria

Belgium

Canada

Czech Republic

Denmark

Egypt

Finland

France

Germany

Greece

Israel

Italy

Luxembourg

Netherlands

Norway

Poland

Portugal

Spain

Sweden

Switzerland

Turkey

United Kingdom of Great Britain and Northern Ireland.

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“Structural component of a tent”—

(i) Means a component that contributes to the form and stability of the tent (e.g., poles, frames, flooring, guy ropes, pegs);

(ii) Does not include equipment such as heating, cooling, or lighting.

“United States” means the 50 States, the District of Columbia, and outlying areas.

“U.S.-flag vessel” means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b) The Contractor shall deliver under this contract only such of the following items, either as end products or components, that have been grown, reprocessed, reused, or produced in the United States:

(1) Food.

(2) Clothing and the materials and components thereof, other than sensors, electronics, or other items added to, and not normally associated with, clothing and the materials and components thereof. Clothing includes items such as outerwear, headwear, underwear, nightwear, footwear, hosiery, handwear, belts, badges, and insignia.

(3)

(i) Tents and structural components of tents;

(ii) Tarpaulins; or

(iii) Covers.

(4) Cotton and other natural fiber products.

(5) Woven silk or woven silk blends.

(6) Spun silk yarn for cartridge cloth.

(7) Synthetic fabric, and coated synthetic fabric, including all textile fibers and yarns that are for use in such fabrics.

(8) Canvas products.

(9) Wool (whether in the form of fiber or yarn or contained in fabrics, materials, or manufactured articles).

(10) Any item of individual equipment (Federal Supply Class 8465) manufactured from or containing fibers, yarns, fabrics, or materials listed in this paragraph (b).

(c) This clause does not apply—

(1) To items listed in section 25.104(a) of the Federal Acquisition Regulation (FAR), or other items for which the Government has determined that a satisfactory quality and sufficient quantity cannot be acquired as and when needed at U.S. market prices;

(2) To incidental amounts of cotton, other natural fibers, or wool incorporated in an end product, for which the estimated value of the cotton, other natural fibers, or wool—

(i) Is not more than 10 percent of the total price of the end product; and

(ii) Does not exceed the simplified acquisition threshold in FAR Part 2;

(3) To waste and byproducts of cotton or wool fiber for use in the production of propellants and explosives;

(4) To foods, other than fish, shellfish, or seafood, that have been manufactured or processed in the United States, regardless of where the foods (and any component if applicable) were grown or produced. Fish, shellfish, or seafood manufactured or processed in the United States and fish, shellfish, or seafood contained in foods manufactured or processed in the United States shall be provided in accordance with paragraph (d) of this clause;

(5) To chemical warfare protective clothing produced in a qualifying country; or

(6) To fibers and yarns that are for use in synthetic fabric or coated synthetic fabric (but does apply to the synthetic or coated synthetic fabric itself), if—

(i) The fabric is to be used as a component of an end product that is not a textile product. Examples of textile products, made in whole or in part of fabric, include

(A) Draperies, floor coverings, furnishings, and bedding (Federal Supply Group 72, Household and Commercial Furnishings and Appliances);

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(B) Items made in whole or in part of fabric in Federal Supply Group 83, Textile/leather/furs/apparel/findings/tents/flags, or Federal Supply Group 84, Clothing, Individual Equipment and Insignia;

(C) Upholstered seats (whether for household, office, or other use); and

(D) Parachutes (Federal Supply Class 1670); or

(ii) The fibers and yarns are para-aramid fibers and continuous filament para-aramid yarns manufactured in a qualifying country.

(d)

(1) Fish, shellfish, and seafood delivered under this contract, or contained in foods delivered under this contract—

(i) Shall be taken from the sea by U.S.-flag vessels; or

(ii) If not taken from the sea, shall be obtained from fishing within the United States; and

(2) Any processing or manufacturing of the fish, shellfish, or seafood shall be performed on a U.S.-flag vessel or in the United States.

(End of clause)

252.225-7021 TRADE AGREEMENTS (NOV 2012) DFARS

252.225-7039 CONTRACTORS PERFORMING PRIVATE SECURITY FUNCTIONS (JUN 2012) DFARS

252.225-7040 CONTRACTOR PERSONNEL AUTHORIZED TO ACCOMPANY U.S. ARMED FORCES DEPLOYED OUTSIDE THE UNITED STATES (JUN 2011) DFARS

(2) If the Contracting Officer, subject to the approval of the Combatant Commander, authorizes the carrying of weapons—

(i) The Contracting Officer may authorize the Contractor to issue Contractor-owned weapons and ammunition to specified employees; or

(ii) The _____ [Contracting Officer to specify the appropriate individual, e.g., Contracting Officer's Representative, Regional Security Officer] may issue Government furnished weapons and ammunition to the Contractor for issuance to specified Contractor employees.

252.225-7041 CORRESPONDENCE IN ENGLISH (JUN 1997) DFARS

252.227-7013 RIGHTS IN TECHNICAL DATA - NONCOMMERCIAL ITEMS (FEB 2012)

252.227-7015 TECHNICAL DATA - COMMERCIAL ITEMS (SEP 2011) DFARS

252.227-7037 VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA (DEC 2012) DFARS

52.228-03 WORKERS COMPENSATION INSURANCE (DEFENSE BASE ACT) (APR 1984) FAR

252.229-7000 INVOICES EXCLUSIVE OF TAXES OR DUTIES (JUN 1997) DFARS

252.229-7001 TAX RELIEF (JUN 1997) DFARS

(a) Prices set forth in this contract are exclusive of all taxes and duties from which the United States Government is exempt by virtue of tax agreements between the United States Government and the Contractor's government. The following taxes or duties have been excluded from the contract price:

NAME OF TAX:

RATE (PERCENTAGE):

52.232-17 INTEREST (OCT 2010) FAR

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

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

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

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

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

252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS (JUN 2012) DFARS

252.232-7008 ASSIGNMENT OF CLAIMS (OVERSEAS) (JUN 1997) DFARS

252.232-7010 LEVIES ON CONTRACT PAYMENTS (DEC 2006) DFARS

52.232-9010 ACCELERATED PAYMENTS TO SMALL BUSINESS (JUN 2012) DLAD

252.233-7001 CHOICE OF LAW (OVERSEAS) (JUN 1997) DFARS

252.237-7010 PROHIBITION ON INTERROGATION OF DETAINEES BY CONTRACTOR PERSONNEL (NOV 2010) DFARS

252.237-7019 TRAINING FOR CONTRACTOR PERSONNEL INTERACTING WITH DETAINEES (SEP 2006) DFARS

(B) Provide a copy of the training receipt document specified in paragraph (b)(1) of this clause to the Contractor for retention.

(ii) To make these arrangements, the following points of contact apply:

TBD

[Contracting Officer to insert applicable point of contact information cited in PGI 237.171-3(b)].

52.242-13 BANKRUPTCY (JUL 1995) FAR

52.242-15 STOP-WORK ORDER (AUG 1989) FAR

52.242-17 GOVERNMENT DELAY OF WORK (APR 1984) FAR

52.243-06 CHANGE ORDER ACCOUNTING (APR 1984) FAR

252.243-7001 PRICING OF CONTRACT MODIFICATIONS (DEC 1991) DFARS

252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENTS (MAR 1998) DFARS

(b) In accordance with 10 U.S.C. 2410(a), any request for equitable adjustment to contract terms that exceeds the simplified acquisition threshold shall bear, at the time of submission, the following certificate executed by an individual authorized to certify the request on behalf of the Contractor:

I certify that the request is made in good faith, and that the supporting data are accurate and complete to the best of my knowledge and belief.

(Official's Name)

(Title)

52.245-01 GOVERNMENT PROPERTY (APR 2012) FAR

52.246-9039 REMOVAL OF GOVERNMENT IDENTIFICATION FROM NON-ACCEPTED SUPPLIES (NOV 2011) DLAD

(a) The Contractor shall remove or obliterate from a rejected end item and its packing and packaging, any marking, symbol, or other representation that the end item or any part of it has been produced or manufactured for the United States Government. Removal or obliteration shall be accomplished prior to any donation, sale, or disposal in commercial channels. The Contractor, in making disposition in commercial channels of rejected supplies, is responsible for compliance with requirements of the Federal Trade Commission Act (15

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United States Code (U.S.C.) 45 et seq.) and the Federal Food, Drug and Cosmetic Act (21 U.S.C. 301 et seq.), as well as other Federal or State laws and regulations promulgated pursuant thereto.

(b) Unless otherwise authorized by the Contracting Officer, the Contractor is responsible for removal or obliteration of government identifications within 72 hours of rejection of nonconforming supplies including supplies manufactured for the Government but not offered or supplies transferred from the Government's account to the cold storage Contractor's account at origin or destination. (For product rejected at destination and returned to the Contractor's plant, the 72 hour period starts with the time of Contractor receipt of returned product). After removal or obliteration is accomplished and prior to disposition, the Contractor must notify the Government inspector.

(End of Clause)

- 52.247-29 F.O.B. ORIGIN (FEB 2006) FAR**
- 52.247-34 F.O.B. DESTINATION (NOV 1991) FAR**
- 252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (MAY 2002) DFARS**
- 252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (MAY 2002), ALT I (MAR 2000) DFARS**
- 252.247-7024 NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA (MAR 2000) DFARS**
- 52.247-9012 REQUIREMENTS FOR TREATMENT OF WOOD PACKAGING MATERIAL (WPM) (FEB 2007) DLAD**
- 52.249-08 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984) FAR**
- 52.251-01 GOVERNMENT SUPPLY SOURCES (APR 2012) FAR**
- 252.251-7000 ORDERING FROM GOVERNMENT SUPPLY SOURCES (AUG 2012) DFARS**
- 52.252-02 CLAUSES INCORPORATED BY REFERENCE (FEB 1998) FAR**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <http://www.dla.mil/Acquisition> and <http://farsite.hill.af.mil/> .
(End of Clause)

52.252-06 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984) FAR

- (a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.
 - (b) The use in this solicitation or contract of any DoD FAR Supplement (DFARS) (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.
- (End of Clause)

- 52.253-01 COMPUTER GENERATED FORMS (JAN 1991) FAR**
- 52.246-9044 SANITARY CONDITIONS (NOV 2011) DLAD**
- 52.246-9045 FEDERAL FOOD, DRUG AND COSMETIC ACT-WHOLESALE MEAT ACT (AUG 2008) DLAD**

Attachments

List of Attachments

Description	File Name
ATTACH.Attachment 1 - SOI	Attachment 1 - SOI Spreadsheet.xlsx
ATTACH.Attachment 2 - 864 Inventory Reporting	Attachment 2 - 864 Inventory Reporting.docx
ATTACH.Attachment 3 -	Attachment 3 -

Part 12 Provisions

52.212-01 INSTRUCTIONS TO OFFERORS - COMMERCIAL ITEMS (FEB 2012) FAR

52.212-02 EVALUATION - COMMERCIAL ITEMS (JAN 1999) FAR

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

- Factor I. Warehouse Location, Layout, Capacity
- Factor II. Resource Availability
- Factor III. Quality Control and Quality Assurance Procedures
- Factor IV. Sanitation and Pest Control Management
- Factor V. Product Sourcing

Technical and past performance, when combined, are See addendum to FAR 52.212-02 [Contracting Officer state the relative importance of all other evaluation factors, when combined, when compared to price.]

(b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of Provision)

52.212-03 OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS (DEC 2012) FAR

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically via <https://www.acquisition.gov> If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (c) through (o) of this provision.

(a) Definitions. As used in this provision—

"Economically disadvantaged women-owned small business (EDWOSB) concern" means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

"Forced or indentured child labor" means all work or service—

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

"Inverted domestic corporation" as used in this section, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in 6 U.S.C 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c). An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue code at 26 U.S.C. 7874.

"Manufactured end product" means any end product in Federal Supply Classes (FSC) 1000-9999, except—

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and

(10) FSC 9630, Additive Metal Materials.

“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

“Sensitive technology” –

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically -

- (i) To restrict the free flow of unbiased information in Iran; or
 - (ii) To disrupt, monitor, or otherwise restrict speech of the people or Iran; and
- (2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

“Service-disabled veteran-owned small business concern”—

(1) Means a small business concern—

- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
 - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

“Subsidiary” means an entity in which more than 50 percent of the entity is owned –

- (1) Directly by a parent corporation; or
- (2) Through another subsidiary of a parent corporation.

“Veteran-owned small business concern” means a small business concern—

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned business concern” means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

“Women-owned small business concern” means a small business concern—

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

“Women-owned small business (WOSB) concern eligible under the WOSB Program” (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b) (1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

CONTINUED ON NEXT PAGE

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <https://www.acquisition.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), **except for paragraphs _____**.

[Offeror to identify the applicable paragraphs at (c) through (o) of this provision that the offeror has completed for the purposes of this solicitation only, if any.

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.]

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer **that it () is, () is not a small business concern.**

(2) Veteran-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] **The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.**

(3) Service-disabled veteran-owned small business concern. [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] **The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.**

(4) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]

The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] **The offeror represents that it () is, () is not a women-owned small business concern.**

(6) WOSB concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that—

(i) It [] is, [] is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB 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 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

(ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are **participating in the joint venture:** _____.

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

NOTE: Complete paragraphs (c)(8) and (c) (9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(8) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it o is a women-owned business concern.

(9) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the **contract price:** _____

(10) [Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]

(i) General. The offeror represents that either—

(A) It [] is, [] is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the CCR Dynamic Small Business Search database maintained by the Small Business Administration, and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It [] has, [] has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) [] Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(10)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the **joint venture**: _____.]

(11) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that—

(i) It [] is, [] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

(ii) It [] is, [] is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(11)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone **joint venture**: _____.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246—

(1) Previous contracts and compliance. The offeror represents that—

(i) It () has, () has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It () has, () has not filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that—

(i) It () has developed and has on file, () has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It () has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) Buy American Act Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act—Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.” The terms “commercially available off-the-shelf (COTS) item” “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act—Supplies.”

(2) Foreign End Products:

Line Item No.	Country of Origin

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(List as necessary)

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms “Bahrainian, Moroccan, Omani, or Peruvian end product,” “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” “Free Trade Agreement country end product,” “Israeli end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act.”

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin

(List as necessary)

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act.” The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.”

Other Foreign End Products:

Line Item No.	Country of Origin

(List as necessary)

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Canadian End Products:

Line Item No.	

(List as necessary)

(3) Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II. If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Canadian or Israeli End Products:

Line Item No.	Country of Origin

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(List as necessary)

(4) Buy American Act – Free Trade Agreements – Israeli Trade Act Certificate, Alternate III. If Alternate III to the clause at 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clauses of this solicitation entitled “Buy American Act-Free Trade Agreements – Israeli Trade Act::

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin

(List as necessary)

(54) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled “Trade Agreements.”

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No.	Country of Origin

(List as necessary)

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Responsibility Matters (Executive Order 12689). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals—

(1) () Are, () are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) () Have, () have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(3) () Are, () are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) () Have, () have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) Examples.

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed end products.

Listed End Product	Listed Countries of Origin

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

(i) **The offeror will not supply any end product** listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

(ii) **The offeror may supply an end product** listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) Place of manufacture. (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) **In the United States** (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) **Outside the United States.**

(k) Certificates regarding exemptions from the application of the Service Contract Act. (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

(1) **Maintenance, calibration**, or repair of certain equipment as described in FAR 22.1003-4 (c)(1). **The offeror () does () does not certify that—**

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4 (c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

(2) **Certain services as described in FAR 22.1003-4 (d)(1).** **The offeror () does () does not certify that—**

- (i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;
- (ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4 (d)(2)(iii));
- (iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and
- (iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

- (i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Act wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and
- (ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) Taxpayer Identification Number (TIN) (26 U.S.C 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c) (3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

- TIN: _____.
- TIN has been applied for.
- TIN is not required because:
- Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
- Offeror is an agency or instrumentality of a foreign government;
- Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

- Sole proprietorship;
- Partnership;
- Corporate entity (not tax-exempt);
- Corporate entity (tax-exempt);
- Government entity (Federal, State, or local);
- Foreign government;
- International organization per 26 CFR 1.6049-4;
- Other _____.

(5) Common parent.

- Offeror is not owned or controlled by a common parent;
- Name and TIN of common parent:

Name _____.

TIN _____.

(m) Restricted business operations in Sudan. By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) Prohibition on Contracting with Inverted Domestic Corporations.

(1) Relation to Internal Revenue Code. An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code 25 U.S.C. 7874.

(2) Representation. By submission of its offer, the offeror represents that –

- (i) it is not an inverted domestic corporation; and
- (ii) It is not a subsidiary of an inverted domestic corporation.

(o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.

(1) The offeror shall e-mail questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(2) Representation and Certifications. Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror—

- (i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;
 - (ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and
 - (iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,000 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).
- (3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if—
- (i) This solicitation includes a trade agreements certification (e.g., 52.212-3(g) or a comparable agency provision); and
 - (ii) The offeror has certified that all the offered products to be supplied are designated country end products.
- (End of provision)

52.212-03 OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS (NOV 2012), ALT I (APR 2011) FAR

As prescribed in 12.301(b)(2), add the following paragraph (c)(12) to the basic provision:

(12) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c)(8) of this provision.)

The offeror shall check the category in which its ownership falls:

- Black American.
- Hispanic American.
- Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).
- Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).
- Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).
- Individual/concern, other than one of the preceding.

252.212-7000 OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS (JUN 2005) DFARS

(c) Representation of Extent of Transportation by Sea. (This representation does not apply to solicitations for the direct purchase of ocean transportation services).

(1) The Offeror shall indicate by checking the appropriate blank in paragraph (c)(2) 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.

(2) 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.

PROVISIONS ADDED TO PART 12 BY ADDENDUM

252.203-7005 REPRESENTATION RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (NOV 2011) DFARS

52.207-04 ECONOMIC PURCHASE QUANTITY - SUPPLIES (AUG 1987) FAR

(a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals or quotes are requested in this solicitation is (are) economically advantageous to the Government.

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(b) Each offeror who believes that acquisitions in different quantities would be more advantageous is invited to recommend an economic purchase quantity. If different quantities are recommended, a total and a unit price must be quoted for applicable items. An economic purchase quantity is that quantity at which a significant price break occurs. If there are significant price breaks at different quantity points, this information is desired as well.

OFFEROR RECOMMENDATIONS

ITEM _____

QUANTITY _____

PRICE QUOTATION _____

TOTAL _____

(c) The information requested in this provision is being solicited to avoid acquisitions in disadvantageous quantities and to assist the Government in developing a data base for future acquisitions of these items. However, the Government reserves the right to amend or cancel the solicitation and resolicit with respect to any individual item in the event quotations received and the Government's requirements indicate that different quantities should be acquired.

(End of provision)

52.209-07 INFORMATION REGARDING RESPONSIBILITY MATTERS (FEB 2012) FAR

(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 proceedings 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.

(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 Central Contractor Registration database via <https://www.acquisition.gov> (see 52.204-7).

(End of provision)

252.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (JAN 2009) DFARS**252.209-7998 REPRESENTATION REGARDING CONVICTION OF A FELONY CRIMINAL VIOLATION UNDER ANY FEDERAL OR STATE LAW (DEVIATION 2012-O0007) (MAR 2012)**

(a) In accordance with section 514 of Division H of the Consolidated Appropriations Act, 2012, none of the funds made available by that Act may be used to enter into a contract with any corporation that was convicted of a felony criminal violation under any Federal or

CONTINUED ON NEXT PAGE

State law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government.

(b) The Offeror represents that it is is not a **corporation** that was convicted of a felony criminal violation under a Federal or State law within the preceding 24 months.
(End of provision)

52.209-7999 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION 2012-O0004) (JAN 2012)

(a) In accordance with sections 8124 and 8125 of Division A of the Consolidated Appropriations Act, 2012,(Pub. L. 112-74) none of the funds made available by that Act may be used to enter into a contract with any corporation that-

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

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

(b) The Offeror represents that-

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

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

(End of provision)

52.211-9009 NON-ACCEPTABILITY OF GOVERNMENT SURPLUS MATERIAL (NOV 2011) DLAD

52.211-9011 BUSINESS SYSTEMS MODERNIZATION (BSM) DELIVERY TERMS AND EVALUATION (MAY 2006) DLAD

52.215-06 PLACE OF PERFORMANCE (OCT 1997) FAR

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, **intends**, **does not intend** [check applicable block] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "i ntends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance

(Street Address, City, State, County, ZIP Code)

Name and Address of Owner and Operator of the Plant or Facility if Other than Offeror or Respondent

(End of Provision)

52.215-9023 REVERSE AUCTION (NOV 2012) DLAD

52.216-01 TYPE OF CONTRACT (APR 1984) FAR

The Government contemplates award of a Fixed Price Indefinite Quantity Contract (IDIQ), with Economic Price Adjustment contract resulting from this solicitation.

(End of provision)

52.225-25 PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN SANCTIONED ACTIVITIES RELATING TO IRAN - REPRESENTATION AND CERTIFICATION (DEC 2012) FAR**252.225-7000 BUY AMERICAN STATUTE - BALANCE OF PAYMENTS PROGRAM CERTIFICATE (JUN 2012) DFARS**

*** *

(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)** _____**252.225-7020 TRADE AGREEMENTS CERTIFICATE (JAN 2005) DFARS**

*** *

(2) The following supplies are other nondesignated country end products:

Line Item Number _____

Country of Origin _____

252.225-7031 SECONDARY ARAB BOYCOTT OF ISRAEL (JUN 2005) DFARS**252.225-7042 AUTHORIZATION TO PERFORM (APR 2003) DFARS****52.233-9000 AGENCY PROTESTS (NOV 2011) DLAD****52.233-9001 DISPUTES - AGREEMENT TO USE ALTERNATIVE DISPUTE RESOLUTION (NOV 2011) DLAD**

(a) The parties agree to negotiate with each other to try to resolve any disputes that may arise. If unassisted negotiations are unsuccessful, the 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 Federal Acquisition Regulation (FAR) clause 52.233-1), or, for the Agency, by the Contracting Officer, and approved at a level above the Contracting Officer after consultation with the ADR Specialist and with legal. Contractor personnel are also encouraged to include the ADR Specialist in their discussions with the Contracting Officer before determining ADR to be inappropriate.

(c) The offeror should check here to opt out of this clause: . Alternate wording may be negotiated with the contracting officer.**252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992) DFARS**

(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.**

52.252-01 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998) - FAR

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or

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CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE300-13-R-1019	PAGE 90 OF 104 PAGES
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offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):
<http://www.dla.mil/Acquisition> and <http://farsite.hil.af.mil/> .
 (End of Provision)

Addenda to 52.212 clauses

ADDENDUM TO FAR 52.212-4

Contract Terms and Conditions – Commercial Items
 The following paragraph(s) of 52.212-4 are amended as indicated below:

1. Paragraph (a), Inspection/Acceptance, is revised to add the following:
 “Inspection and acceptance of products will be performed at destination. The authorized receiving official for each customer is responsible for signing for and accepting products when they are delivered. The final disposition decision rests with the food service officer and/or the authorized Government receiving official. See Statement of Work, Military Inspection at Destination.

2. Paragraph (c), Changes, is deleted in its entirety and replaced with the following:
 (c) Changes.
 (1) The Contracting Officer, at his/her discretion, may unilaterally invoke any of the contingency options 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.

3. Paragraph (m), Termination *for Cause*.
 Delete paragraph (m) in its entirety and substitute the following:
 (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 this contract is terminated in whole or in part for cause, and the supplies or services covered by the contract so terminated are repurchased by the Government, the Government will incur administrative costs in such repurchases. The Contractor and the Government expressly agree that, in addition to any excess costs of repurchase, or any other damages resulting from such default, the Contractor shall pay, and the Government shall accept, the sum of \$1350.00 as payment in full for the administrative costs of such repurchase. This assessment of damages for administrative costs shall apply for any termination for cause following which the Government repurchases the terminated supplies or services. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

4. 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 should follow the procedures as outlined below:
 Immediately 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
 Provide the following information to the DLA Troop Support Consumer Safety Officer:
 (i) Reason for recall
 (ii) Level of recall, i.e. Type I, II or III
 (iii) Description of product, including specific manufacturer’s lot numbers
 (iv) Amount of product
 (v) List of customers that have received product
 (vi) Name and phone number of responsible person (Recall Coordinator)
 The Prime Vendor should provide a Final Status Report of Recall, when completed, to the DLA Troop Support Consumer Safety Officer.”
 The supplies furnished under the resultant contract(s) shall be covered by the most favorable commercial warranties that the contractor gives to any customer. The supplies and the rights and remedies provided therein are in addition to, and do not limit, any rights afforded to the Government by Clause 52.212-4(o) “Warranty”, “Contract Terms and Conditions-Commercial Items” and an addendum contained in the solicitation.

5. Paragraph (s), Order of Precedence is revised to add the following:
 (a) Performance of this contract by the Contractor shall be conducted and performed in accordance with detailed obligations to which the Contractor committed itself in its Technical Proposal in response to this solicitation.

(b) The technical volume(s) of the Contractor's proposal is incorporated by reference and hereby made subject to the provisions of the "ORDER OF PRECEDENCE" (FAR 52.215-8) clause of this contract. Under the "ORDER OF PRECEDENCE" clause, the technical volume of the Contractor's proposal referenced herein is hereby designated as item (10) of the clause, following "the specification" in the order of precedence.

6. Paragraph (t), System for Award Management (SAM)

Add the following:

(5) Definitions.

"System for Award Management (SAM) Database" means the primary Government repository for contractor information required for the conduct of business with the Government.

"Commercial and Government Entity (CAGE) Code" means—

(a) A code assigned by the Defense Logistics Information Service (DLIS) to identify a commercial or Government entity; or

(b) A code assigned by a member of the North Atlantic Treaty Organization that DLIS records and maintains in the CAGE master file. This type of code is known as an "NCAGE code".

"Data Universal Number System (DUNS) Number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System+4 (DUNS+4) Number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional SAM records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11 of the Federal Acquisition Regulation) for the same parent concern.

"Registered in the SAM Database" means that—

The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 numbers, into the CCR database;

(b) The Contractor's CAGE code is in the CCR database; and

(c) The Government has validated all mandatory data fields and has marked the records "Active".

ADDENDUM TO 52.212-1**252.203-7005 Representation Relating to Compensation of Former DoD Officials (NOV 2011)**

(a) *Definition.* "Covered DoD official" is defined in the clause at 252.203-7000, Requirements Relating to Compensation of Former DoD Officials.

(b) By submission of this offer, the offeror represents, to the best of its knowledge and belief, that all covered DoD officials employed by or otherwise receiving compensation from the offeror, and who are expected to undertake activities on behalf of the offeror for any resulting contract, are presently in compliance with all post-employment restrictions covered by 18 U.S.C. 207, 41 U.S.C. 2101-2107, and 5 CFR parts 2637 and 2641, including Federal Acquisition Regulation 3.104-2.

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

1. Paragraph (b), *Submission of Offers.*

 Facsimile offers are NOT authorized for this solicitation.

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

2. Period for Acceptance of Offers (Paragraph c).

Period of acceptance is 240 days from the date specified for receipt of offers (initial or revised, whichever is later).

3. Multiple Offers (Paragraph e).

Alternative commercial items may not be considered for award on this acquisition; however, but may be utilized for market research on future requirements.

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

Any proposal received at the office designated in the solicitation after the exact time specified for receipt of offers will not be considered unless it is received before award is made and:

It was sent by mail or hand-carried (including delivery by a commercial carrier) if it is determined by the Government that the late receipt was due primarily to Government mishandling after the receipt at the Government installation.

It was sent by U.S. Postal Service Express Mail Next Day Service-Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals.

If there is acceptable evidence to establish that it was received at the activity designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers, and the Contracting Officer determines that accepting the late offer would not unduly delay the procurement; or

Any modification or revision of a proposal or response to requested information, including any final proposal revision, is subject to the same conditions indicated above.

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

5. Contract Award (Paragraph g).

If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

6. Proposal Factors and Components

(1). The following non-price and price components shall be used to evaluate offers:**TECHNICAL PROPOSAL – TECHNICAL FACTORS (NON-PRICE COMPONENTS)**

Factor I. Warehouse Location, Layout, and Capacity

Factor II. Resource Availability

Factor III. Quality Control and Quality Assurance Procedures

Factor IV. Sanitation and Pest Control Management

Factor V. Product Sourcing

TECHNICAL PROPOSAL – PAST PERFORMANCE (NON-PRICE COMPONENT)**BUSINESS PROPOSAL/PRICING (PRICE COMPONENTS)**

COMPONENT I. Aggregate Distribution Price

COMPONENT II. Weighted Aggregate Product Price

(2). General submission requirement information:

All information is to be submitted in writing. All written offers need to be submitted on 8.5 in x 11 in Standard Paper.

We do not anticipate the use of site visits, however the government reserves the right to send a team of personnel to any proposed contractor facility in order to confirm information contained within an offeror's submission. The technical and business proposals/pricing are required to be submitted in writing and must be prepared separately in the quantities shown below. These documents shall be separately bound and shall not be combined.

Proposals that do not provide the required information in the prescribed format may be excluded from further consideration.

CONTINUED ON NEXT PAGE

<u>WRITTEN VOLUME</u>	<u>VOLUME TITLE</u>	<u>NO. OF COPIES</u>
I	Technical Proposal	5
II	Business Proposal/Pricing	2

<u>ELECTRONIC VOLUME</u>	<u>TITLE</u>	<u>NO. OF COPIES</u>
I	Technical Proposal	1
II	Business Proposal/Pricing	1

Unless otherwise stated, the technical proposal, business proposal, and other required documents must all be submitted by the date and time specified for the receipt of proposals or as amended, if applicable.

A SIGNED and COMPLETED COPY OF THE ENTIRE SOLICITATION must accompany the technical and business proposal. Make sure all fill-ins and clauses that require a response are completed. The solicitation is available on the following DLA Troop Support website:

<http://www.troopsupport.dla.mil/subs/pv/regions/pacific/pvpacific.asp>

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. Failure to provide the information requested may render the proposal unacceptable and may lead to a rejection of the offer.

The written technical 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 technical factors identified herein may be considered a “no response” and may not be ratable or may warrant an “Unacceptable” rating for the applicable factor. In order to receive full consideration, firms are encouraged to ensure that the information provided in the Technical Proposal is factual and complete. To ensure that an accurate evaluation of the proposal is made, **please address the factors in the order in which they appear in the solicitation.** Failure to do so may result in the Technical Evaluation Panel overlooking important information.

Firms should prepare proposals and address elements in the same order as presented in the solicitation to facilitate the Government’s review and evaluation of your proposal. Continuation sheets shall clearly identify the solicitation number and the offeror’s name on each page.

To be considered acceptable, the technical proposal must provide, at a minimum, the information requested in the section entitled Submission Requirement – Technical Proposal – Volume I.

In the Business Proposal, the offeror is required to furnish limited pricing information as outlined in the solicitation section entitled Submission Requirement – Business Proposal/Pricing – Volume II. To be acceptable, the firm’s pricing must be complete, fair, and reasonable.

The product prices in Attachment 1, tab 1 of the Business Proposal are used for evaluation purposes; but, the schedule of items will also become part of the catalog. Final negotiated prices shall become the baseline catalog prices at the time of the first order and shall be reflective of these prices at the time of first order. These prices then are permitted to be adjusted in accordance with the Economic Price Adjustment provisions in DLAD 52.216-9065.

(3) Submission Requirement – Technical Proposal – Volume I

SECTION A – TECHNICAL FACTORS

FACTOR I – Warehouse Location, Layout, and Capacity

Submission Requirement – Factor I

1. The offeror will identify the name and location of their OCONUS warehouse distribution facility(ies), and discuss whether they own or lease their facility(ies). If the facility(ies) is leased, provide a copy(ies) of the lease agreement(s) or memorandum of understanding(s) as well as a detailed narrative explaining the nature and duration of the agreement(s). Identify the owner and operator of each facility.

NOTE: The Central Receiving Facility, Pusan (CRFP) in Pusan, Korea, which is required to be utilized for the storage of GFM only, must be included in your list of OCONUS warehouse distribution facilities. In order to prepare an offer, firms may want to see this facility. To arrange a tour of the CRFP, please advise the Contracting Officer of your desire to visit the facility, the date you would like to do so and provide the names of the people who will visit the warehouse area. Visits will be coordinated with the COR through DLA Troop Support Philadelphia.

2. The offeror will identify the name and location of their CONUS warehouse distribution facility(ies), CONUS Source Load Manufacturing Facility(ies), and Administrative Management Office(s) that will be utilized in support of its distribution network. Identify the owner and operator of each facility.

3. The offeror will discuss in detail any ongoing or proposed construction which will be necessary in support of their proposed OCONUS and CONUS warehouse facility(ies). The offeror will provide detailed information regarding applicable agreements, contracts, deeds and leases in support of their facility(ies) and specific timelines in regards to construction; i.e., groundbreaking through certificate of occupancy. The offeror will clearly address within their proposal whether construction is contingent upon award (to commence upon award announcement) or whether ongoing. If some aspects of construction are ongoing, while others are contingent, this must be clearly differentiated; i.e., groundbreaking will be 01 May 14 irrespective OR groundbreaking will be 01 May 14 IF award is made by 02 Apr 14. Real-time dates should be supplied and milestones already achieved should be highlighted. Photographs and diagrams should be provided and properly labeled.

4. The offeror will discuss in detail any proposed upgrades which will be necessary in support of their proposed OCONUS and CONUS warehouse facilities. The offeror will provide detailed information and specific timelines regarding its need to upgrade their proposed OCONUS and CONUS warehouse facility(ies) to meet solicitation requirements; i.e., food storage (racking/equipment/etc.), food defense (fencing/lighting/security cameras/etc.), quality control, etc.

5. Contractor’s must maintain a minimum of 60 days of supply of prime vendor product at all times in its OCONUS warehouse location(s). Present pipeline from CONUS to OCONUS is 30-45 days. As a minimum 2,500 American sized pallet spaces (48 x 40 inches) (1500

Frozen, 250 Chill, and 750 Dry) will be required to meet the solicitation requirements in regard to OCONUS warehouse capacity. For each OCONUS warehouse location, the offeror must identify its warehouse capacity (frozen, chill, and dry), open warehouse capacity (to include pick slots and reserve slots), and layout, in terms of American sized pallet locations as it relates to the volume of this contract. Provide current photographs of your OCONUS warehouse capacity.

6. For each OCONUS warehouse location, as a minimum, 4 doors and 40,000 square feet of yard space must be available for simultaneous shipping and receiving purposes. The offeror must discuss their available yard space for staging of outbound product and their capability to ship and receive simultaneously (include the number of doors available for shipping and receiving and the amount of available yard space). Provide current photographs of your OCONUS warehouse yard space, shipping, and receiving areas.

7. In support of the information submitted in paragraphs 1 and 2 above, complete the following four tables:

OCONUS Warehouse Distribution Facilities	
Place of Performance (Street Address, City, State, County, Zip Code)	Name & Address of Owner & Operator of the Plant or Facility if other than Offeror or Respondent

CONUS Warehouse Distribution Facilities	
Place of Performance (Street Address, City, State, County, Zip Code)	Name & Address of Owner & Operator of the Plant or Facility if other than Offeror or Respondent

CONUS Source Load/Manufacturer Facilities	
Vendor (Name & CAGE)	Place of Performance Street Address, City, State, County, Zip Code

Administrative/Management Support Offices	
Place of Performance (Street Address, City, State, County, Zip Code)	Name & Address of Owner & Operator of the Plant or Facility if other than Offeror or Respondent

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.

FACTOR II – Resource Availability

Submission Requirement – Factor II

As a minimum, 10 trucks (forty-foot, refrigerated equivalent units) will be required to meet the solicitation requirements in support of direct customer deliveries.

- The offeror must provide a detailed list of the number and size of trucks that will be available for use during this requirement. Note: One Refrigerated Equivalent Unit (FEU) truck is determined by a combined tractor head and reefer. If the trucks are owned, please provide photographs and a list of the license plate numbers. If the trucks will be leased, please identify the lessor and provide a copy of the lease agreement.

FACTOR III. Quality Control and Quality Assurance Procedures

Submission Requirement – Factor III

The offeror shall submit Quality Control & Quality Assurance Procedures that describe the product selection (purchase and receipt) used to ensure delivered products meet all standards for product quality and that describe warehouse management system(s) that will be used to ensure adequate inventories to avoid not-in-stock positions and that delivered products have been maintained under proper temperature control, have proper shelf-life dating and remaining shelf-life, and are the correct items and correct quantities as ordered. Include a description of each of the following elements and identify the quality control manager that will be responsible for oversight of the program. See Statement Of Work (SOW), paragraph VIII (A-L).

Supplier Selection or Certification program, which promotes competition and results in consistent quality with minimal variation in product to ensure standardized product quality for each item supplied and/or listed in the stock catalogs, regardless of supplier. Include a description of your rationale for choosing suppliers – re: SOW VIII-D.

Warehouse Management System(s) and Automated procedures – Discuss your inventory control system to include the level of automation and how it relates to receipt, storage, and outbound movement of product. Include a thorough discussion of each of the following:

Temperature and humidity control systems – re: SOW VIII-G. Include current photographs of your warehouse temperature control room(s).

Shelf-life monitoring procedures, code dates, and inventory rotation principles; i.e., First-In, First-Out (FIFO) and/or First-Expired, First Out (FEFO) principles – re: SOW VIII-A, VIII-D and X-D.

Inspection procedures – Include the stages of quality control (i.e. purchasing, receipt, storage, picking, and delivery of product), the frequency, type and amount of inspection; the processes and/or characteristics to be inspected (include standards used to inspect, e.g. temperatures); criteria for selecting products and the quality assurance for delivered product lots and stored product, to include the criteria for acceptance or rejection, and removal of product from inventory; how inspections and results are documented; and the method for identifying the inspection status of approved and rejected product – re: SOW VIII-D.

FACTOR IV – Sanitation and Pest Control Management

Submission Requirement – Factor IV

For each of the proposed OCONUS warehouse distribution facilities, the offeror will describe the Sanitary Control Procedures and Stored Products Pest Management Program used by your firm to ensure that sanitation and warehousing practices are in accordance with acceptable industry standards. The offeror will describe their in-house program, scheduling of duties and inspection procedures. For Contract Services/third party audits include the frequency of service, service provided and monitoring procedures. The offerors will furnish copies of the most recent inspection reports to include all in-house and third party pest management control and sanitation audit reports (including VETCOM sanitation audit reports, if applicable). Reports must be submitted for each of the proposed OCONUS warehouse distribution facilities.

FACTOR V – Product Sourcing

Submission Requirement – Factor V

The offeror is expected to be able to provide all of the items in the “Schedule of Items” (see attachment 1, tab 1) or acceptable equivalent items.

1. For all items in the “Schedule of Items” that cannot be supplied as an identical match, in terms of stock number and/or item description, the offeror must so state herein. Identify each item by its item number, stock number, and item description as stated in the schedule of items (see attachment 1, tab 1, Columns A, B, and C) and provide the exact stock number and item description for the alternate item that you have priced in your price proposal. All alternate item descriptions must contain sufficient detail to determine the product’s salient characteristics for comparison to the item solicited for in the schedule of items.
2. For all items in the “Schedule of Items” that cannot be supplied as an identical match, in terms of item pack size, the offeror must so state herein. Identify each item by its item number and item description as stated in the schedule of items (see attachment 1, tab 1, Columns A, and C) and provide the exact pack size that you have priced in your price proposal.
3. The offeror must discuss in detail how they will ensure that all items supplied will be from an approved source; i.e., manufacturer self-certification with prime vendor verification processes.

SECTION B – PAST PERFORMANCE

Submission Requirement – Past Performance

The 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 entity that will actively participate in the performance of this contract). Offerors that are proposing a joint venture, partnership, or a teaming approach should provide past performance information on EACH team member of the party or the joint venture or partnership including proportional allocation of performance duties (i.e., when each of these entities acted alone or as members of other teams/joint ventures). However, the most relevant past performance data is the information directly related to the offering entity. Additionally, offerors should provide documentation of any joint venture that exists.

1. The offeror shall provide the information required below for its most recent and relevant contracts, regardless of the contract type (commercial or government).

For each contract, the offeror shall include:

Contract number or other identification;
 Contract holder name and address or Government activity name and address;
 Contracting Officer / point(s) of contact to include telephone number(s) and email address(es);
 Length of time/time period that the account has been serviced;
 Starting and ending dates of contract;
 Contract type; e.g., Purchase Order, long term contract, TLS-type contract (i.e., defined as an indefinite delivery/indefinite quantity contract under which the contractor manages numerous delivery orders for a variety of products and provides advanced distribution capabilities), etc.);

CONTINUED ON NEXT PAGE

Sample listing of items provided;
 Annual Dollar Value;
 Number of line items/SKUs on the contract/catalog;
 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 ordered per week;
 Average delivery order dollar value;
 Committed contractual average line item fill-rate percentage (without substitutions);
 Actual average line item fill-rate percentage (without substitutions);
 Narrative description of work requirements. Include your purchasing, transportation (pre-customer delivery), inventory, inventory management, warehouses, warehouse management, and customer delivery requirements/accomplishments, if any;
 Narrative explanation of how this contract is similar to the requirements of this solicitation;
 Problems or discrepancies (i.e. shortages, overages, damage, defects, incorrect shipments, etc.) encountered during performance and a brief description of how these problems were handled as well as the urgency involved, timeliness of the response/action, and the corrective action taken
 Any instances of exceptional performance exceeding requirements

2. The offeror shall distribute the below questionnaire to each contract holder identified in response to paragraph 1 above. Questionnaires shall be completed by the contract holder and e-mailed directly from the contract holder to the following e-mail addresses: linda.ford@dla.mil; joan.hewes@dla.mil; and daniel.j.turner@dla.mil no later than the solicitation closing date (original or amended). Offeror's should follow-up with the contract holders to ensure the timely submission of questionnaires. The Government may contact the offeror's listed references to confirm the provided information and survey the performance of the offeror. The Government may also obtain and use past performance information from sources other than those identified by the offeror. These would be publicly available, non-confidential sources.

**DLA Troop Support
Performance Questionnaire**

Your willingness to complete the following questionnaire is appreciated. The information that you provide will be used in the awarding of federal contracts. Therefore, it is important that your information be as factual, accurate and complete as possible to preclude the need for follow-up by the evaluators. Request that the completed questionnaire is returned via e-mail to linda.ford@dla.mil; joan.hewes@dla.mil; and daniel.j.turner@dla.mil. Thank you.

Contract Information:

Evaluator's Name & Agency/Company _____

Evaluator's Phone Number _____

Evaluator's E-mail Address _____

Contract Number _____

Contractor's Name _____

Contractor's Address _____

Contractor's CAGE Code, if applicable _____

Contract Award Date _____

Contract Annual Dollar Value _____

Contract Term (Start date and End date) _____

Description of Supplies/Services Provided _____

Contract Performance

Please circle, underline, or highlight in bold, one of the numbers for each question using the most appropriate scale description:

	Excellent 5	Very Good 4	Acceptable 3	Poor 2	Unacceptable 1	N/A
1. Warehousing operations	5	4	3	2	1	N/A
2. Quality control & condition of delivered products	5	4	3	2	1	N/A
3. Customer support and satisfaction	5	4	3	2	1	N/A
4. Fill Rates (product accepted/product ordered)	5	4	3	2	1	N/A

5. Financial management	5	4	3	2	1	N/A
6. Overall Contract Performance	5	4	3	2	1	N/A

REMARKS (instances of problems or instances of exceptional performance):

Note: N/A means Not Applicable

(4) Submission Requirement – Business Proposal/Pricing – Volume II**Component I** Aggregate Distribution Price

The Aggregate Distribution Price is calculated by multiplying each distribution price for all items in the selected Market Basket by its respective estimated quantity for each tiered pricing period and totaling the results.

Component II Weighted Aggregate Product Price

The Weighted Aggregate Product Pricing is calculated by multiplying each product price for all items in the selected Market Basket by its respective estimated quantity for each tiered pricing period and totaling the results, and then multiplying the resulting number by 0.30, for evaluation purposes only.

To address the above Price Components, the offeror is required to submit the following elements:

Notes:

Elements 1, 2, and 3 must be in writing using attachment 1, tabs 1 and 2. Two written copies of the spreadsheet and one electronic copy of the spreadsheet on a CD must be submitted. Please use an Anti-Virus utility to ensure that your CD is virus free before submitting. Information and formulas provided on attachment 1, tabs 1 and 2 are locked and may not be altered. Offerors must fill out all cells highlighted in green on attachment 1, tabs 1 and 2. Prices must not extend more than two (2) places to the right of the decimal point. Standard rounding methods should be observed. Unit prices will be automatically calculated by the spreadsheet formulas.

Element 4 must be collated in sequential numerical order. Two separate copies (preferably in folder or booklet form) of the quotes/invoices must be submitted.

Element 5 must be in writing in a word document format.

Element 1 - Category/Distribution Prices using attachment 1, tab 2.

The distribution price categories to be used on this solicitation are listed on Attachment 1, tab 2.

1. In Column E, Rows 2 through 26, offerors will insert their distribution price for the first Tiered Pricing Period (a 24-month period – up to and inclusive of a 6-month ramp up period followed by an 18 month performance period).
2. In Column H, Rows 2 through 26, offerors will insert their distribution price for the second Tiered Pricing Period (an 18-month performance period).
3. In Column K, Rows 2 through 26, offerors will insert their distribution price for the third (final) Tiered Pricing Period (an 18-month performance period).

Offerors shall input their distribution prices on the attachment per the unit of measure stated in Column C for all three Tiered Pricing Periods. No substitutions, deletions, or additions to the categories or stated units of measure are authorized. The distribution price for each category must be offered as a dollar amount. Distribution prices offered as a percentage of the product price are not acceptable.

The category/distribution prices shall remain constant for the first Tiered Pricing Period of the contract; however, offerors may offer different prices for each tiered pricing period. The category distribution prices shall remain constant for the life of any tier pricing period and shall be the same prices for all customers.

The pricing scheme utilizes a total of 25 item distribution categories (categories 1 through 15 and sub-categories 1A through 8A, 12A and 13A). Sub-categories were established to be utilized in combination with item product prices that are nationally priced inclusive of transportation costs, as described in element 2 below, to prevent overstated unit price charges. The same transportation cost that is included in an individual item's national product price shall not be included in that individual item's distribution price. Therefore, all sub-category distribution prices (1A through 8A, 12A and 13A) shall be lower than their corresponding category distribution prices (1 through 8, 12, and 13).

Element 2 – Item/Product Prices, using attachment 1, tab 1.

The Schedule of Items, Attachment 1, tab 1, represents 99% of the items that are currently cataloged for customers supported under this solicitation. The distribution category for each item has been pre-designated as indicated on the attachment. No changes may be made to an item's designated category. The estimated quantities for the items selected are indicated in Column D and are for information and evaluation purposes only. The product price for each item must be based on a full twenty-foot equivalent unit (TEU) truck load quantity.

CONTINUED ON NEXT PAGE

1. Offerors will insert their product price for each item on attachment 1, tab 1, in Column I, Rows 2 through 584 per the unit of measure identified in Column G. The product price must be based on the submitted manufacturer's quote or invoice (see Element 3 below). If the product priced on the quote or invoice is based on a unit of measure that differs from the unit of measure identified in Column G, that product price must be converted to match the Column G unit of measure before it is inserted in Column I. **DO NOT deduct Food Show allowances** from the product price. **NAPA Discounts shall be deducted** from the product price; **however, the discount must be stated on the manufacturer's quote or invoice.**

2. Offerors will indicate on Attachment 1, tab 1, in Column H, Rows 2 through 584 if the submitted product price is a contiguous United States (CONUS) based manufacturer, grower or private label holder's product price which is a national price inclusive of transportation costs to a distribution point in accordance with DLAD 52.216-9065(b)(i)(B) Economic Price Adjustment with either a "Y" for Yes, or an "N" for No. The offerors will use the drop down box available to select Y or N.

Note: Rows 585-587 in Attachment 1, tab 1 will not contain a product price. These items (GFM Distribution, Rework, and Disposal) are distribution prices only.

Element 3 – Alternate Stock Numbers, Item Descriptions, and/or Pack Sizes, using attachment 1, tab 1.

The offeror is expected to be able to provide all of the items in the "Schedule of Items," see attachment 1, tab 1, or acceptable equivalent items.

1. Insert the exact stock number and item description on Attachment 1, tab 1, Columns S and T, respectively for each item that you have priced that is not an identical match to the stock number and item description identified in Columns B and C.
2. Insert the exact pack size on Attachment 1, tab 1, Column U for each item that you have priced that is not an identical match to the pack size identified in Column C.

Element 4 – Manufacturer Quotes or Invoices

1. Offerors are required to submit a manufacturer or grower's quote or invoice for each item included in the Schedule of Items, Attachment 1, tab 1, to substantiate its item/product prices. Any quote or invoice that contains more than one item, must be copied so that one invoice is submitted for each item in the schedule. The quote or invoice for each proposed item shall include the item number as stated in Column A on Attachment 1, tab 1. All offerors must submit quotes/invoices in binders as follows:

- i. Binder #1 Quotes/Invoices For Items (1 – 100)
- ii. Binder #2 Quotes/Invoice For Items (201 – 300)
- iii. Binder #3 Quotes/Invoices For Items (301 – 400)
- iv. Binder #4 Quotes/Invoices For Items (401 – 500)
- v. Binder #5 Quotes/Invoices For Items (501 – 583)

Quotes and Invoices should reflect prices effective no earlier than sixty (60) days prior to the date specified for receipt of offers (initial or revised, whichever is later). If invoices are not available for that time period, a quote should be obtained and submitted. Quotes should be valid for the time period that your offer is valid, which is 240 days from the date specified for receipt of offers (initial or revised, which is later). Each quote is required to be presented in the following manner:

- i. Detailed on original manufacturer or grower company letterhead
- ii. Date price quote was supplied

Time period price quote is effective

Item description/part number/stock number

Quantity covered by price quote (**Forty-foot (FEU) truck load pricing is required**)

Item price per unit of measure

NAPA discount amount, if applicable (**Net of NAPA pricing is required**)

FOB terms (**FOB Origin terms are required**)

Original manufacturer or grower point of contact, including name, title, signature, address and phone number

Payment Terms (**Early payment discount no more than 2% / Early payment required within 10 days to obtain discount**)

Identify Point of Importer for all Fresh Fruits and Vegetables and Local Market Ready items.

Note: The first post award catalog will be established at the award price. Product prices will be eligible for change 30 days later in accordance with the Economic Price Adjustment clause. **The risk of not being able to make your first set of purchases at the exact quoted price must be factored into your normal distribution price.**

Element 5 – Discounts, Rebates, Allowances or Other Similar Economic Incentives or Benefits

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The offeror shall identify all discounts, rebates, allowances or other similar economic incentives or benefits that will be received by the contractor. These discounts, rebates, allowances or other similar economic incentives or benefits shall be reported monthly as identified in the management reports section of the statement of work.

THE GOVERNMENT RESERVES THE RIGHT TO VERIFY ALL ASPECTS OF AN OFFEROR'S PRICE PROPOSAL.

ADDENDUM TO FAR 52.212-2

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

(a) The Government will use best value continuum procedures, specifically the overall lowest evaluated price technically acceptable process, in evaluating proposals. Under Low Price Technically Acceptable process, award will be made on the basis of the lowest evaluated price of proposals meeting or exceeding the acceptability standards for all non-price components. All non-price components are of equal importance. Offerors must be technically acceptable in every non-price component for the entire proposal to be rated technically acceptable. The following non-price and price components shall be used to evaluate offers:

TECHNICAL PROPOSAL – TECHNICAL FACTORS (NON-PRICE COMPONENTS)

- Factor I. Warehouse Location, Layout, and Capacity
- Factor II. Resource Availability
- Factor III. Quality Control and Quality Assurance Procedures
- Factor IV. Sanitation and Pest Control Management
- Factor V. Product Sourcing

TECHNICAL PROPOSAL – PAST PERFORMANCE (NON-PRICE COMPONENT)

BUSINESS PROPOSAL/PRICING (PRICE COMPONENTS)

- COMPONENT I. Aggregate Distribution Price
- COMPONENT II. Weighted Aggregate Product Price

2. Paragraph (b) is hereby deleted in its entirety.

3. Add paragraph (d) as follows:

(d) Evaluation Procedures:

- (1) Summary
Subsequent to the date specified in the solicitation for receipt of proposals, all timely proposals will undergo a non-price and price evaluation as described in paragraph (d)(2) below. The Contracting Officer may make a competitive range determination based on these evaluations. Unless award is made on the basis of initial proposals, written and/or oral discussions will be conducted with all offerors in the competitive range. Final revised offers resulting from discussions will undergo further non-price and price evaluations. Finally, an award will be made on the basis of the lowest evaluated price of proposals meeting or exceeding the acceptability standards for all non-price factors.
- (2) Evaluation Process
(i) Non-Price Evaluation Process – Each proposal will be evaluated against the requirements of the solicitation. The rating methodology for the Technical Non-Price Proposal will be Acceptable or Unacceptable. All non-price components must be rated “acceptable” in order for the entire proposal to be rated as acceptable and considered for award. The overall Non-Price ratings will be on an ACCEPTABLE / UNACCEPTABLE basis. NOTE: In the case of an offeror without a record of relevant past performance or for whom information on past performance is not available or so sparse that no meaningful past performance rating can be reasonably assigned, the offeror may not be evaluated favorably or unfavorably on past performance (see FAR 15.305 (a)(2)(iv)). Therefore, the offeror shall be determined to have unknown past performance. In the context of acceptability/unacceptability, “unknown” shall be considered “acceptable.”

TECHNICAL (NON-PRICE) PROPOSAL EVALUATION

SECTION A – TECHNICAL FACTORS:
FACTOR I – Warehouse Location, Layout, and Capacity
Evaluation Criteria – Factor I

The offerors physical facilities, to include location, open capacity, layout, and available yard space will be evaluated to determine its sufficiency to meet the requirements of this solicitation. Contractor’s must maintain a minimum of 60 days of supply of prime vendor product at all times in its OCONUS warehouse location(s). Present pipeline from CONUS to OCONUS is 30-45 days. As a minimum 2,500 American sized pallet spaces (48

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x 40 inches) (1500 Frozen, 250 Chill, and 750 Dry) will be required to meet the solicitation requirements in regard to OCONUS warehouse capacity. As a minimum, 4 doors and 40,000 square feet of yard space must be available for simultaneous shipping and receiving purposes

Evaluation Key – Factor I

ACCEPTABLE: Proposal clearly meets the minimum requirements of the solicitation. (The offeror currently has operational warehousing, layout and open capacity or has demonstrated how this can be obtained to fulfill the needs of this contract. The proposed OCONUS facility can hold as a minimum 2,500 American sized pallet spaces, has at least 4 doors for shipping and receiving and 40,000 square feet of yard space. The offeror owns its OCONUS warehouses, holds a secure lease, or has a signed memorandum of understanding that is contingent upon award with sufficient time to cover the duration of the proposed award, including all tiers. The offerors proposed distribution network (OCONUS and CONUS) will sufficiently support the requirements or a detailed and realistic, practical plan to upgrade proposed existing facilities or to build operational warehousing, layout, and capacity sufficient to support requirements to include pallet positions has been demonstrated. The plan to upgrade or build is well supported, containing specific deeds, licenses and workable timelines. The location(s) either presently exists, a distinct construction footprint has been established, or a sufficient back up plan is in place for interim support during construction).

UNACCEPTABLE: Proposal does not clearly meet the minimum requirements of the solicitation. (The offeror lacks either operational warehousing or a plan that adequately demonstrates that solicitation requirements can be fulfilled. The offeror does not have and/or does not adequately demonstrate the ability to obtain, the capacity needed to fulfill the needs of this contract).

FACTOR II – Resource Availability

Evaluation Criteria – Factor II

The Government will evaluate the offeror’s quantity, size, and type of trucks available to successfully meet the requirements of this solicitation.

Evaluation Key – Factor II

ACCEPTABLE: Proposal clearly meets the minimum requirements of the solicitation. (The offeror has in place a minimum of 10 forty-foot, refrigerated equivalent units or has clearly demonstrated they will be obtained to handle the proposed contract.

UNACCEPTABLE: Proposal does not clearly meet the minimum requirements of the solicitation. (The offeror has not demonstrated how a minimum of 10-forty-foot, refrigerated equivalent units will be obtained to handle the proposed.

FACTOR III. Quality Control and Quality Assurance Procedures

Evaluation Criteria – Factor III

The Government will evaluate the offeror’s Quality Control & Quality Assurance Procedures to ensure delivered products meet all standards for product quality and adequate inventories are available to avoid not-in-stock positions. Supplier selection, warehouse management, temperature control, shelf-life monitoring, inspection, code dating, and inventory rotation principles and procedures will be evaluated.

Evaluation Key – Factor III

ACCEPTABLE: Proposal clearly meets the minimum requirements of the solicitation. (The offeror has an established supplier selection or certification program and the rationale for choosing suppliers is based on successful relationships. The offeror has a formal quality assurance program (to include a functional warehouse management system, automated temperature and humidity controls, shelf-life monitoring and inspection procedures, open-code dating procedures, and inventory rotation principles (FIFO and/or FEFO) that will assure that delivered items will meet all standards for product quality and that correct items and quantities will be ordered. The offeror has identified a quality control manager that will be responsible for oversight of the program.)

UNACCEPTABLE: Proposal does not clearly meet the minimum requirements of the solicitation. (The offeror’s product selection and/or warehouse management system(s) does not provide a reasonable level of assurance that delivered items will meet all standards for product quality, that it will maintain adequate inventory under proper temperature control with proper shelf-life dating and remaining, open code dating, FIFO and/or FEFO principles, and that correct items and quantities will be ordered.)

FACTOR IV – Sanitation and Pest Control ManagementEvaluation Criteria – Factor IV

The Government will evaluate the offeror's sanitary control procedures, stored products pest management program, pest management control reports, and sanitation audit reports for each of the proposed OCONUS warehouse distribution facilities. The Government will assess whether the offeror programs and procedures are automated, detailed and systematic to meet solicitation requirements. The Government will assess whether the OCONUS facility(ies) has VETCOM sanitation audit approval in compliance with DLAD 52.246-9044 Sanitary Conditions.

Evaluation Key – Factor IV

ACCEPTABLE: Proposal clearly meets the minimum requirements of the solicitation.

(The offeror provided procedures that assure that a Stored Products Pest Management Program and Sanitation Program exist and/or the offeror provides evidence that they maintain an approved commercial sanitary certification. Most recent inspection reports and certification ratings are acceptable. Facilities have current VETCOM sanitation audit approval).

UNACCEPTABLE: Proposal does not clearly meet the minimum requirements of the solicitation. (Sanitary and stored products pest management programs do not exist or programs exist, however measures to monitor for effectiveness do not exist or are insufficient. The facilities lack VETCOM sanitation audit approval).

FACTOR V – Product SourcingEvaluation Criteria – Factor V

The items offered by the offeror will be evaluated for exact or equivalent matches to the items in the "Schedule of Items." The Government will also evaluate the offeror's ability to obtain the offered items from approved sources in accordance solicitation requirements.

Evaluation Key – Factor V

ACCEPTABLE: Proposal clearly meets the minimum requirements of the solicitation.

(The offeror can provide all of the items listed in the "Schedule of Items" or acceptable equivalents and all items will be from an approved source(s). However, if any item is unavailable/non-equivalent, its unavailability/non-equivalency will not adversely affect the support of the customer and/or the method discussed/demonstrated to comply with approved source requirements is acceptable to meet solicitation requirements.

UNACCEPTABLE: Proposal does not clearly meet the minimum requirements of the solicitation. (Offeror states which items are unavailable/non-equivalent. Those items which are unavailable or non-equivalent will adversely affect the support of the customer and/or the methods in place to ensure compliance with approved source requirements are insufficient or non-existent).

SECTION B – PAST PERFORMANCEEvaluation Criteria – Past Performance

The Government will evaluate the offeror's record of Past Performance through its written proposal, Government in-house records (if applicable), and the information provided by the points of contact or references designated by the offeror. Government in-house records will be considered more reliable than information provided by other references. Government in-house records include, but are not limited to, Past Performance Information Retrieval System (PIRS), Contractor Performance Assessment Reporting System (CPARS), information received through the Subsistence Total Order and Receipt Electronic System (STORES), and Customer Surveys.

There are two aspects to the past performance evaluation. The first is to evaluate whether the offeror's present/past performance is relevant as described below or not relevant to the effort to be acquired. The second aspect of the past performance evaluation is to determine how well the contractor performed on the contracts.

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 service/support, dollar value, and complexity (estimated line items/SKUs, estimated average delivery stops per week, estimated average line items ordered per week, and estimated average delivery order dollar value).

The estimated requirements of the solicited contract are as follows:

Annual Dollar Value	\$30M
Estimated line items/SKUs	583
Average delivery stops per week	102
Average line items ordered per week	4480
Average delivery order dollar value	\$86,112

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

Evaluation Key – Past Performance

ACCEPTABLE: Based on the offeror's performance record, the Government has a reasonable expectation that the offeror will successfully perform the required effort, or the offeror's performance record is unknown. (The offeror's performance record is relevant, the offeror's past performance is overall acceptable, and there are no issues of significance regarding contract compliance with contractual requirements (e.g., non-compliance with fill rates, ABILITYONE, Berry Amendment or other government or commercial contract terms). The offeror's performance questionnaires combined overall average score, for all provided contracts, including Government in-house records (if applicable), indicates performance equal to satisfactory (*"3" is the equivalent of acceptable performance on the performance questionnaire and represents adequate performance*).

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UNACCEPTABLE: Based on the offeror's performance record, the Government has no reasonable expectation that the offeror will be able to successfully perform the required effort.

(The offeror's performance questionnaires combined overall average score, for all provided contracts, including Government in-house records (if applicable), indicates performance less than satisfactory ("2" or less) and/or there are recurring issues of significance regarding contract compliance with government or commercial contract requirements that severely impact contract performance (e.g., non-compliance with fill-rates, ABILITYONE, Berry Amendment or other government or commercial contract terms)).

(ii) Price Evaluation Process – Each proposal will be evaluated against the requirements of the solicitation. The Government will evaluate limited pricing data with the initial proposals and during discussions, in accordance with FAR 15.4, "Contract Pricing". The Government will evaluate offeror's pricing on the items in the Market Basket of items. Price components are defined as follows:

Component I Aggregate Distribution Price

The Aggregate Distribution Price is calculated by multiplying each distribution price for all items in the selected Market Basket by its respective estimated quantity for each tiered pricing period and totaling the results.

Component II Weighted Aggregate Product Price

The Weighted Aggregate Product Pricing is calculated by multiplying each product price for all items the selected Market Basket by its respective estimated quantity for each tiered pricing period and totaling the results, and then multiplying the resulting number by 0.30, for evaluation purposes only.

Evaluation Criteria – Price Proposal

The Aggregate Distribution Price (Component 1) is more important than the Weighted Aggregate Product Price (Component II) since distribution prices are fixed throughout the life of the contract. Therefore, it is considered more important than Product Prices that may be adjusted throughout the life of the contract, in accordance with economic price adjustment provisions. Thus, for evaluation purposes only, the aggregate product price is reduced, or weighted, as stated in discussion of Component II in the above submission requirement. The aggregate distribution and weighted aggregate product prices will be added to obtain a Total Evaluated Price. This evaluated price will be used to determine the lowest overall cost to the Government, and will be used for evaluation purposes only, meaning that the evaluated price of an item may not be the same as the price the item would be cataloged at after award. Even though aggregate prices will be used as the evaluation components for the Price Proposals, individual product prices will be evaluated and individual outliers will be identified and reviewed to determine if offered prices are reasonable. The information requested on the "Schedule of Items," attachment 1, tab 1, will be evaluated using price analysis techniques.

For this acquisition, a 40% Market Basket was established, and will be used in the evaluation process. As identified above, offerors are required to submit 100% of quotes/invoices for the items included within the Schedule of Items. Only those items included within the 40% Market Basket will be used in the price reasonableness determination. The remaining invoices that are not part of the market basket for the awardee will be reviewed for authenticity, accuracy and price reasonableness prior to inclusion of these items in the contract catalog.

Award product prices as determined reasonable will represent a fixed price for all items on the first contract catalog for a minimum of 30 days. Product prices may be eligible for change 30 days later in accordance with the DLAD 52.216-9065 Economic Price Adjustment clause and the MPA language specified in this solicitation. The offerors risk of not being able to make its first set of purchases at the exact quoted product price must be factored into its offered distribution price.

Distribution prices will remain fixed as awarded for each Tiered Pricing Period. There are three (3) Tiered Pricing Periods in this solicitation. The first tier shall be for a 24 month period (up to and inclusive of a 6-month ramp up period followed by an 18-month performance period); the second tier shall be for the following 18 month performance period; the third and final tier shall be for another 18 month performance period. **If an offeror does not submit prices for the distribution portion of the price for all three (3) Tiered Pricing Periods, the offeror's proposal may be rejected.**

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To insure an objective price evaluation, the pricing of all offerors are to be based on the exact items listed in the "Schedule of Items." When the offeror has identified or the Government detects (through a relative pricing review and/or a review of supporting quotes or invoices) that the pricing proposed is on an item which differs from the "Schedule of Items" then the Government reserves the right to employ remedies such as:

- i. When a fixed MPA product price is available, the Contracting Officer may substitute each offerors market basket product price with the fixed MPA product price;
- ii. Where an insignificant number of items differ from the "Schedule of Items" descriptions, those items will be eliminated from the evaluation of all offerors;
- iii. Single serve items with small quantity differences may be evaluated without adjustment, as any additional quantity provides no additional value; and
- iv. Larger, generally wholesale size items, with quantity differences may be evaluated on a per-pound or similar basis. If the Government determines from the offeror's invoice that the proposed case size is incorrect, the Government reserves the right to correct the Purchase Ratio Factor (PRF).
- v. If discussions are held, and after those discussions transpire, a significant number of items still differ from the "Schedule of Items" descriptions then the offeror may be eliminated from the competitive range. Whatever remedy is selected by the Government shall apply to all tier pricing periods in the acquisition.

If discussions are held, after initial evaluations are completed, the contracting officer will make a competitive range determination. The Government reserves the right to reduce the competitive range for efficiency. Offerors in the competitive range will be included in discussions. Offerors not in the competitive range will not participate in discussions and will no longer be considered for award. Offerors excluded from the competitive range will be notified in writing. At that time, pursuant to FAR 15.505 (A) an offeror may request a pre-award or post-award debriefing. If a pre-award debriefing is held only limited information will be releasable. Offerors debriefed after the competitive range determination are not entitled to a second debriefing after the award is made.

THE GOVERNMENT RESERVES THE RIGHT TO VERIFY ALL ASPECTS OF AN OFFEROR'S PRICE PROPOSAL.

(iii) Selection Process

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