

| | | | | | | |
|--|--|---------------------------------|--|---|--|---|
| SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30 | | | | 1. REQUISITION NUMBER 1000026124 | PAGE 1 OF 177 | |
| 2. CONTRACT NO. | 3. AWARD/EFFECTIVE DATE | 4. ORDER NUMBER | 5. SOLICITATION NUMBER SPE300-15-R-0010 | 6. SOLICITATION ISSUE DATE 2014 DEC 11 | | |
| 7. FOR SOLICITATION INFORMATION CALL: | a. NAME Cynthia Cahill PSPTAB2 | | b. TELEPHONE NUMBER (No Collect calls) Phone: 215-737-2449 | | 8. OFFER DUE DATE/ LOCAL TIME 2015 JAN 09 01:00 PM | |
| | 9. ISSUED BY DLA TROOP SUPPORT DIRECTORATE OF SUBSISTENCE 700 ROBBINS AVENUE PHILADELPHIA PA 19111-5096 USA | CODE SPE300 | 10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: _____ % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> EDWOSB NAICS: 311812 <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <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 <u>1</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED | | | <input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: | | | |
| 30a. SIGNATURE OF OFFEROR/CONTRACTOR | | | 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) | | | |
| 30b. NAME AND TITLE OF SIGNER (Type or Print) | | 30c. DATE SIGNED | 31b. NAME OF CONTRACTING OFFICER (Type or Print) | | 31c. DATE SIGNED | |

| 19. ITEM NO. | 20. SCHEDULE OF SUPPLIES/SERVICES | 21. QUANTITY | 22. UNIT | 23. UNIT PRICE | 24. AMOUNT |
|-----------------|--------------------------------------|-----------------|-------------|-------------------|---------------|
| | | | | | |

32a. QUANTITY IN COLUMN 21 HAS BEEN

RECEIVED INSPECTED ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32c. DATE

32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER

34. VOUCHER NUMBER

35. AMOUNT VERIFIED CORRECT FOR

36. PAYMENT

37. CHECK NUMBER

PARTIAL FINAL

COMPLETE PARTIAL FINAL

38. S/R ACCOUNT NO.

39. S/R VOUCHER NUMBER

40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT

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

Block 7a Should read:

Contracting Officer: Debbie Holman 215-737-7532
Contract Specialist: Susan Bennett-Minniti 215-737-9228

Block 20 Should Read:

Subsistence Prime Vendor Support For Various Customers In the Texas and New Mexico Area.

CONTINUED ON NEXT PAGE

Form**SPE30015R0010**

SF 1449 - CONTINUATION SHEET

ADMIN DATA/DELIVERY SCHEDULE
CONTINUATION OF THE BLOCKS ON PAGE 1 (SF 1449)**BLOCK 8** (continued):OFFER DUE DATE/LOCAL TIME: JANUARY 9, 2015 at 1:00 PM, PHILADELPHIA
TIME**BLOCK 9** (continued):

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

Send MAILED OFFER to:

DEFENSE LOGISTICS AGENCY
DLA TROOP SUPPORT
POST OFFICE BOX 56667
PHILADELPHIA, PA 19111-6667Deliver **HANDCARRIED OFFER**, including delivery by commercial carrier, to:DLA TROOP SUPPORT
BUSINESS OPPORTUNITIES OFFICE
BLDG. 36, SECOND FLOOR
700 ROBBINS AVENUE
PHILADELPHIA, PA 19111-5092

NOTES:

All hand carried offers are to be delivered to the Business Opportunities Office between 8:00 a.m. and 5:00 p.m., Monday through Friday, except for legal federal holidays as set forth in 5 USC 6103. Offerors using a commercial carrier service must ensure that the carrier service "hand carries" the package to the Business Opportunities Office specified above for hand carried offers prior to the scheduled opening/closing time. Package must be plainly marked **ON THE OUTSIDE OF THE COMMERCIAL CARRIER'S ENVELOPE** with the solicitation number, date, and time set forth for receipt of offers as indicated in Block 8 of the Standard Form 1449.

Examples of "hand carried" offers include: In-person delivery by Contractor, Fed Ex, Airborne, UPS, DHL, Emery, other commercial carrier, USPS Express Mail and USPS Certified Mail.

ADDITIONAL NOTE: Contractors intending to deliver offers in-person should be advised that the Business Opportunities Office (Bid Room) is

SF300-15-R-0010

located within a secured military installation. In order to gain access to the facility, an escort may be required. The escort will be an employee of the Bid Room. The following are telephone numbers for the Bid Room: (215) 737-8511, (215) 737-9044, (215) 737-7354, (215) 737-0317, or (215) 737-8566. It is the offeror's responsibility to ensure that the offers are received at the correct location at the correct time. Please allow sufficient time to complete delivery of hand carried offers. Since the length of time necessary to gain access to the facility varies based on a number of circumstances, it is recommended that you arrive at the installation at least one hour prior to the time solicitation closes to allow for security processing and to secure an escort. NOTE: THIS IS A SUGGESTION AND NOT A GUARANTEE THAT YOU WILL GAIN ACCESS TO THE BASE IF YOU ARRIVE ONE HOUR BEFORE THE OFFER IS DUE.

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

BLOCK 17A. (Continued):

Offeror's assigned Data Universal Numbering System (DUNS) Number:

(If you do not have a DUNS number, contact the individual identified in Block 7a of the SF 1449 or see 52.212-1, Instructions to Offerors—Commercial Items (paragraph j) for information on contacting Dun and Bradstreet.)

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

PRIMARY COMPANY POC/NEGOTIATOR:

PHONE #:

E-MAIL ADDRESS:

FAX NUMBER:

BLOCK 17B. (Continued)

Remittance Address:

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

AUTHORIZED NEGOTIATORS:

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

BLOCKS 19-24 (continued): SEE STATEMENT OF WORK & SCHEDULE OF ITEMS
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THE OFFEROR SHALL COMPLETE ONLY PARAGRAPH (B) OF THIS PROVISION IF THE OFFEROR HAS COMPLETED THE ANNUAL REPRESENTATIONS AND CERTIFICATION ELECTRONICALLY VIA THE SYSTEM FOR AWARD MANAGEMENT (SAM) WEBSITE ACCESSED THROUGH [HTTP://WWW.ACQUISITION.GOV.](http://www.acquisition.gov) IF THE OFFEROR HAS NOT COMPLETED THE ANNUAL REPRESENTATIONS AND CERTIFICATIONS ELECTRONICALLY, THE OFFEROR SHALL COMPLETE ONLY PARAGRAPHS (C) THROUGH (P) OF THIS PROVISION. 140

CAUTION NOTICE

THE CONTENT AND STRUCTURE OF SOLICITATION SPE300-15-R-0010 IS NEW.
PLEASE READ CAREFULLY BEFORE SUBMITTING YOUR OFFER.

THE CONTRACT CLAUSES SECTION OF THIS SOLICITATION REFERENCES THE REVISED DLAD 52.216-9064 ECONOMIC PRICE ADJUSTMENT (EPA) – ACTUAL MATERIAL COSTS FOR SUBSISTENCE DELIVERED PRICE BUSINESS MODEL – DLA TROOP SUPPORT SUBSISTENCE PRIME VENDOR (SPV) CONTIGUOUS UNITED STATES (CONUS), ALASKA, AND HAWAII (APR 2014)

UNDER LOWEST PRICE TECHNICALLY ACCEPTABLE (LPTA) PROCESS, AWARD WILL BE MADE ON THE BASIS OF THE LOWEST EVALUATED TOTAL WEIGHTED AGGREGATE PRICE OF PROPOSALS MEETING OR EXCEEDING THE ACCEPTABILITY STANDARDS FOR ALL NON-PRICE FACTORS.

THIS SOLICITATION INCLUDES SOME PROVISIONS THAT DIFFER FROM PAST DLA TROOP SUPPORT SOLICITATIONS. FOLLOWING ARE NOTES SUMMARIZING SOME MAJOR NEW LANGUAGE, FOR INFORMATION PURPOSES. PLEASE REFER TO THE FULL TEXT OF THE PROVISIONS IN THE BODY OF THE SOLICITATION.

REBATES/DISCOUNTS AND PRICE RELATED PROVISIONS (SEE PAGE 71)

THIS SOLICITATION INCLUDES A SECTION TITLED REBATES/DISCOUNTS AND PRICE RELATED PROVISIONS. THIS SECTION DEFINES SPECIFIC GOVERNMENT REBATES AND DISCOUNTS, WHICH ARE TO BE PASSED TO THE GOVERNMENT IN THE FORM OF A REDUCED CATALOG PRICE. IT ALSO DEFINES EXCEPTIONS TO THIS REQUIREMENT. THESE EXCEPTIONS INCLUDE EARNED INCOME, QUALIFYING EARLY PAYMENT DISCOUNTS, AND LIMITED DISCOUNTS DESIGNATED FOR CUSTOMERS OTHER THAN THE GOVERNMENT.

THIS SOLICITATION INCLUDES THE USE OF A WEIGHTING FACTOR IN THE PRICE PROPOSAL EVALUATION. (SEE PRICE PROPOSAL EVALUATION / SECTION I. PRICE PROPOSAL) ON PAGE 156 FOR MORE DETAILS ON THE WEIGHTING FACTOR.

WEIGHTED AGGREGATE DISTRIBUTION PRICE AND AGGREGATE DELIVERED PRICE ARE CONSIDERED EQUAL. THIS EQUALITY IS ACCOUNTED FOR MATHEMATICALLY BY APPLYING A WEIGHTING FACTOR OF 11.5 (BASED ON CURRENT GOVERNMENT DATA) TO THE AGGREGATE DISTRIBUTION PRICE. EACH OFFEROR'S TOTAL EVALUATED PRICE WILL BE CALCULATED BY ADDING THE WEIGHTED AGGREGATE DISTRIBUTION PRICE AND THE AGGREGATE DELIVERED PRICE TO ARRIVE AT THE WEIGHTED AGGREGATE UNIT PRICE.

PRIVATE LABEL SAVINGS (SEE STATEMENT OF WORK, SECTION VI. SPECIAL CONTRACT REQUIREMENTS/ PARAGRAPH 2. MANAGEMENT REPORTS / 12. PRIVATE LABEL SAVINGS, PAGE 128)

THIS SOLICITATION INCLUDES A NEW MANAGEMENT REPORT, PRIVATE LABEL SAVINGS. THIS REPORT REQUIRES THE CONTRACTOR TO IDENTIFY SAVINGS ASSOCIATED WITH USING PRIVATE LABEL ITEMS, AND TO IDENTIFY POTENTIAL SAVINGS BY RECOMMENDING PRIVATE LABELS IN LIEU OF BRAND NAMES FOR LIKE ITEMS.

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

| Number | Reminder | Check |
|--------|---|-------|
| 1 | Fill in and sign SF1449 as required? | |
| 2 | Sign and return any/all amendments? | |
| 3 | Return one (1) completed copy of the solicitation? | |
| 4 | Prepare and return 3 copies of the Non-Price Proposal (2 hard copies and 1 CD) and 3 copies (2 hard copies and 1 CD) of the Price Proposal? Electronic copies of Non-Price Proposals shall be submitted as Word Documents? | |
| 5 | Read 52.212-1 (Instructions to Offerors – Commercial Items, APR 2014), and 52.212-2 (Evaluation – Commercial Items, OCT 2014) very carefully to assure you prepare your Non-Price and Price Proposals in accordance with the evaluation criteria? | |
| 6 | Submit the Price Proposal on the formatted spreadsheets in accordance with the instructions in the solicitation (2 hard copies and 1 CD)? | |
| 7 | Submit your best offer? | |
| 8 | Submit a Small Business Subcontracting Plan if your firm is a large business? | |
| 9 | For all offered delivered prices, submit two copies of MANUFACTURER's /GROWER's/ PRIVATE LABEL HOLDER's or Redistributor's invoice for the last product received by the offeror AND two copies of a screen shot of the Delivered Price in your electronic purchasing system, showing the cost/price of the proposed items two weeks prior to the closing date stated in this solicitation, if such inventory cost/price equals the delivered price for the last receipted product? Refer to solicitation for actual requirements? If you do not | |

| | | |
|----|---|--|
| | have MANUFACTURER's/GROWER's/ PRIVATE LABEL HOLDER's or Redistributor's invoice due to the offered item not currently being carried in your inventory, submit a written quote from the manufacturer? 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? Is the NAPA discount clearly identified on the quote or invoice? | |
| 10 | Check your math for accuracy on your Price Proposal? | |
| 11 | Identify your authorized negotiators on page 3 as required? Did you identify which Negotiator will serve as the primary point of contact? | |
| 12 | Complete solicitation fill-ins at: 52.212-3 -- Offeror Representations and Certifications -- Commercial Items (Nov 2014) beginning on page 156? | |

NOTICE TO OFFERS

CONTRACTOR CODE OF BUSINESS ETHICS (FEB 2012)

FAR Part 3.1002(a) requires all government Contractors to conduct themselves with the highest degree of integrity and honesty. Contractors should have a written code of business ethics and conduct within thirty days of award. To promote compliance with such code of business ethics and conduct, Contractors should have an employee business ethics and compliance training program that facilitates timely discovery and disclosure of improper conduct in connection with government contracts and ensures corrective measures are promptly instituted and carried out. A Contractor may be suspended and/or debarred for knowing failure by a principal to timely disclose to the government, in connection with the award, performance, or closeout of a government contract performed by the Contractor or a subcontract awarded there under, credible evidence of a violation of federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in title 18 of the United States Code or a violation of the False Claims Act. (31 U.S.C. 3729-3733)

If this solicitation or contract includes FAR clause 52.203-13 - CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT; the Contractor shall comply with the terms of the clause and have a written code of business ethics and conduct; exercise due diligence to prevent and detect criminal conduct; promote ethical conduct and a commitment to compliance with the law within their organization; and timely report any violations of federal criminal law involving fraud, conflict of interest, bribery or gratuity violations found in title 18 of the United States Code or any violations of the False Claims Act. (31 U.S.C. 3729-3733) When FAR 52.203-13 is included in the contract, Contractors must provide a copy of its written code of business ethics and conduct to the contracting officer upon request by the contracting officer.

CONTRACT CLAUSES

52.212-4 -- Contract Terms and Conditions -- Commercial Items (May 2014)

CONTINUED ON NEXT PAGE

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

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

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

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

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

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

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

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

(g) Invoice.

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

(i) Name and address of the Contractor;

(ii) Invoice date and number;

CONTINUED ON NEXT PAGE

- (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—System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer—Other Than System for Award Management), or applicable agency procedures.

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

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

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

(i) Payment.—

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

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

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

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

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

CONTINUED ON NEXT PAGE

(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 41 U.S.C. 7109 , which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

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

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

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

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

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

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

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

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(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.

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

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

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

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

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

(1) The schedule of supplies/services.

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

(3) The clause at 52.212-5.

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

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments.

(9) The specification.

(t) System for Award Management (SAM).

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the SAM database

to ensure it is current, accurate and complete. Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)

(i) If a Contractor has legally changed its business name, “doing business as” name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day’s written notification of its intention to

(A) change the name in the SAM 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 SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the “Suspension of Payment” paragraph of the electronic funds transfer (EFT) clause of this contract.

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

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via SAM accessed through <https://www.acquisition.gov>.

(u) Unauthorized Obligations

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

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

(ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an “I agree” click box or other comparable

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mechanism (e.g., “click-wrap” or “browse-wrap” agreements), execution does not bind the Government or any Government authorized end user to such clause.

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

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

ADDENDUM TO FAR 52.212-4 - Contract Terms and Conditions – Commercial Items

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 Government’s authorized receiving official for each customer is responsible for signing for and accepting products when they are delivered. In the absence of an applicable medical inspection authority, the final disposition decision to accept or reject product rests with the food service officer and/or the Government’s authorized receiving official. However, when an applicable medical inspection authority is present, a decision to reject product rests with the medical authority under the following conditions:

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

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

(c) Changes.

In addition to bilateral modifications the Contracting Officer, at his/her discretion, may unilaterally invoke any of the contingency options set forth in this contract.

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:

method of shipment or packing;
place, manner, or time of delivery.

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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.

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

(3) 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.

(4) All invoicing for payment is to be filed electronically using EDI transaction set 810 (See page 83 for Subsistence Total Order and Receipt Electronic System (STORES) EDI Information). No paper invoices shall be submitted to DFAS for payment.

All invoices submitted by the Contractor must be "clean," i.e. all debits and/or credits must be reflected on the invoice prior to submission. Electronic invoices should be filed promptly (i.e. once all credits and/or credit adjustments are made) and in any case, in fewer than 90 days after delivery.

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

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

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

(8) Unit prices and extended prices must be formatted not more than two (2) decimal places to the right of the decimal point. Subsistence Total Order and Receipt Electronic System (STORES) will not accommodate positions of 3 and above beyond the decimal point (see Attachment 10).

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

DFAS BVDP (SL4701)
P.O. Box 369031
COLUMBUS, OH 43236-9031

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

Contract Number, Call or Delivery Order Number, and Purchase Order Number;
DoDAAC;
Contract line listed in numeric sequence (also referred to as CLIN order);

Item nomenclature;

LSN or NSN;

Quantity purchased per item in DLA TROOP SUPPORT’s unit of issue;

Total dollar value on each invoice (reflecting changes to the shipment, if applicable).

- (11) Contractors are required to use the Vendor Reconciliation Tool [see 4. (10) below] to identify and correct mismatches between invoices submitted and customers posted receipts.

It is the responsibility of the Contractor to adjust as necessary and communicate with the customer or DLA TROOP SUPPORT as needed, in order to resolve any/all discrepancies. In the event of an unresolved payment discrepancy, the contractor must present a signed delivery ticket/invoice.

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

- (7) DFAS Columbus Center is the payment office for this acquisition.
- (8) All 810 electronic invoices must be submitted with accurate, sufficient, clean data before any payment can be made.
- (9) All offerors must have the ability to accept an 820 transaction set from its financial institution. DFAS Columbus will no longer forward a detailed summary of payment(s); this information will only be available from your bank.
- (10) Vendor Reconciliation Tool: In an effort to improve the payment process, contractors will have availability to view what the customer has or has not receipted, via the Business Systems Modernization (BMS) website <http://www.troopsupport.dla.mil/subs/recon1.pdf>. The Contractor will have access to “unreconciled” information, i.e. the invoice does not match the receipt because of a quantity or price discrepancy, or because the customer has not posted a receipt. Both invoice information and receipt information will be available

for review on the BSM website by the Contractor. While the contractor will not have the capability to update customer receipt information, update capability will be available for unreconciled invoice information for approximately 30 days.

(11) The Government intends to make payments under the resultant contract by electronic funds transfer (EFT). Reference Clause 52.232-33, "Mandatory Information for Electronic Funds Transfer Payment" appearing in the section of this solicitation entitled "Contract Clauses." However, the election as to whether to make payment by check or electronic funds transfer is at the option of the Government.

5. 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 \$1,350.00 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 together with any incidental or consequential damages incurred because of the termination. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

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

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

Immediately notify the following personnel:

Customers that have received the recalled product;
DLA TROOP SUPPORT Contracting Officer;
DLA TROOP SUPPORT Account Manager; and
DLA TROOP SUPPORT Consumer Safety Officer at 215-737-3845

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Provide the following information to the DLA TROOP SUPPORT Consumer Safety Officer:

Reason for recall;
Level of recall, i.e. Type I, II or III;
Description of product;
Amount of product;
List of customers that have received product; and
Name and phone number of responsible person (Recall Coordinator)

The Contractor shall 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 any addendum contained in the solicitation.

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

(10) The Vendor’s Non-Price Proposal

8. Paragraph (t), System for Award Management

(a) 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—

- (1) A code assigned by the Defense Logistics Information Service (DLIS) to identify a commercial or Government entity; or
- (2) 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 System for Award Management database” means that—

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- (1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, and Contractor and Government Entity (CAGE) code into the SAM database;
- (2) The contractor has completed the Core Data, Assertions, Representations and Certifications, and Points of Contact sections of the registration in the SAM database;
- (3) The Government has validated all mandatory data fields to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service. The Contractor will be required to provide consent for TIN validation to the Government as part of the SAM registration process; and
- (4) The Government has marked the record "Active".

9. Add: Paragraph (v), Contractor Performance Assessment Reporting System (CPARS):

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

Obtaining a PKI certificate

Contractors who do not work at a Department of Defense 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 <http://iase.disa.mil/pki/eca/certificate.html>. Each Contractor employee accessing CPARS will need an Identity Certificate (An Encryption Certificate is not required). Certificate prices range in 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.

10. Add: Paragraph (w), PKI Certificate to access STORES:

Background

Total Order & Receipt Electronic System (STORES) is the single approved DoD food ordering system. STORES uses Electronic Data Interchange (EDI) and web-enabled applications to pass catalogs, orders and receipts among Services, contractors and DLA Troop Support. STORES consists of electronic catalogs for all food items, and it is used to collect and manage a library of automated reports. The STORES applications are designed for UNCLASSIFIED use only.

Classified information is not to be entered into these systems. In general, STORES interfaces with all service food management systems and is used by over 700 customers worldwide.

Effective October 25, 2010, a Department Of Defense (DoD) Public Key Infrastructure (PKI) Certificate is required for all DoD users from an External Certificate Authority (ECA) accessing STORES. Currently, a DoD ECA/PKI Certificate will be required for all Contractor users accessing STORES.

The requirement for PKI certificates is implemented in accordance with DoD security policy promoting secure electronic transactions. STORES information will not be allowed on a public website for information assurance reasons.

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

Obtaining a PKI certificate

Contractors who do not work at a Department of Defense 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.

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

Certificate prices are various amounts 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. The DoD website for ECA enrollment: <http://iase.disa.mil/pki/eca/certificate.html>

52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders -- Commercial Items (Oct 2014)

(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) (Public Laws 108-77, 108-78 (19 U.S.C. 3805 note)).

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

[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. 4704 and 10 U.S.C. 2402).

(2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (41 U.S.C. 3509).

___ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub L. 111-5) (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009).

(4) 52.204-10, Reporting Executive compensation and First-Tier Subcontract Awards (Jul 2013) (Pub. L. 109-282) (31 U.S.C. 6101 note).

___ (5) [Reserved]

___ (6) 52.204-14, Service Contract Reporting Requirements (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).

___ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).

(8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Aug 2013) (31 U.S.C. 6101 note).

(9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).

(10) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (May 2012) (section 738 of Division C of Public Law 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).

___ (11) (i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).

___ (ii) Alternate I (Nov 2011) of 52.219-3.

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

___ (ii) Alternate I (Jan 2011) of 52.219-4.

___ (13) [Reserved]

___ (14) (i) 52.219-6, Notice of Total Small Business Aside (Nov 2011) (15 U.S.C. 644).

___ (ii) Alternate I (Nov 2011).

___ (iii) Alternate II (Nov 2011).

___ (15) (i) 52.219-7, Notice of Partial Small Business Set-Aside (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.

(16) 52.219-8, Utilization of Small Business Concerns (Oct 2014) (15 U.S.C. 637(d)(2) and (3)).

(17) (i) 52.219-9, Small Business Subcontracting Plan (Oct 2014) (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 (Oct 2014) of 52.219-9.

___ (18) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).

___ (19) 52.219-14, Limitations on Subcontracting (Nov 2011) (15 U.S.C. 637(a)(14)).

(20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

___ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657f).

(22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).

___ (23) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Jul 2013) (15 U.S.C. 637(m)).

___ (24) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Jul 2013) (15 U.S.C. 637(m)).

(25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

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- (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jan 2014) (E.O. 13126).
- (27) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- (28) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- (29) 52.222-35, Equal Opportunity for Veterans (Jul 2014) (38 U.S.C. 4212).
- (30) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
- (31) 52.222-37, Employment Reports on Veterans (Jul 2014) (38 U.S.C. 4212).
- (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- (33) 52.222-54, Employment Eligibility Verification (Aug 2013). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- (34) (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.)
- (35) (i) 52.223-13, Acquisition of EPEAT® -Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514
- (ii) Alternate I (Jun 2014) of 52.223-13.
- (36) (i) 52.223-14, Acquisition of EPEAT® -Registered Television (Jun 2014) (E.O.s 13423 and 13514).
- (ii) Alternate I (Jun 2014) of 52.223-14.
- (37) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).
- (38) (i) 52.223-16, Acquisition of EPEAT® -Registered Personal Computer Products (Jun 2014) (E.O.s 13423 and 13514).
- (ii) Alternate I (Jun 2014) of 52.223-16.
- (39) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging while Driving (Aug 2011) (E.O. 13513).
- (40) 52.225-1, Buy American--Supplies (May 2014) (41 U.S.C. chapter 83).
- (41) (i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
- (ii) Alternate I (May 2014) of 52.225-3.
- (iii) Alternate II (May 2014) of 52.225-3.
- (iv) Alternate III (May 2014) of 52.225-3.
- (42) 52.225-5, Trade Agreements (Nov 2013) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
- (43) 52.225-13, Restrictions on Certain Foreign Purchases (Jun 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- (44) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- (45) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- (46) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- (47) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505), 10 U.S.C. 2307(f)).
- (48) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- (49) 52.232-33, Payment by Electronic Funds Transfer— System for Award Management (Jul 2013) (31 U.S.C. 3332).
- (50) 52.232-34, Payment by Electronic Funds Transfer—Other Than System for Award Management (Jul 2013) (31 U.S.C. 3332).
- (51) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).
- (52) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
- (53) (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 Labor Standards (May 2014) (41 U.S.C. chapter 67.).
- (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards -- Price Adjustment (Multiple Year and Option Contracts) (May 2014) (29 U.S.C.206 and 41 U.S.C. chapter 67).
- (4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards -- Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- (5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67).
- (6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67).
- (7) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495).
- (8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792).
- (9) 52.237-11, Accepting and Dispensing of \$1 Coin (Sep 2008) (31 U.S.C. 5112(p)(1)).

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

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

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

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

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph

(e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (41 U.S.C. 3509).

(ii) 52.219-8, Utilization of Small Business Concerns (Oct 2014) (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.

(iii) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (1) of FAR clause 52.222-17.

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

(v) 52.222-35, Equal Opportunity for Veterans (Jul 2014) (38 U.S.C. 4212).

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

(vii) 52.222-37, Employment Reports on Veterans (Jul 2014) (38 U.S.C. 4212).

(viii) 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.

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

(x) 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)).

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

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

(xiii) 52.222-54, Employment Eligibility Verification (Aug 2013).

(xiv) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

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

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

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

ADDENDUM CONTAINING SUPPLEMENTARY CLAUSES IN FULL TEXT AND BY REFERENCE

**52.212-9002 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT
STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF
COMMERCIAL ITEMS (APR 2014)**

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

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1. FAR 52.203-3, Gratuities (APR 1984)
2. DFARS 252.203-7000, Requirements Relating to Compensation of Former DoD Officials (SEP 2011)
3. DFARS 252.203-7003, Agency Office of the Inspector General (DEC 2012)
4. _____ DFARS [252.203-7005](#), Representation Relating to Compensation of Former DoD Officials (NOV 2011)
5. _____ DFARS [252.204-7011](#), Alternative Line Item Structure (SEP 2011)
6. _____ DFARS [252.204-7012](#), Safeguarding of Unclassified Controlled Technical Information (NOV 2013)
7. _____ DFARS [252.204-7013](#), Limitations on the Use or Disclosure of Information by Litigation Support Solicitation Offerors (FEB 2014)
8. _____ DFARS [252.204-7014](#), Limitations on the Use or Disclosure of Information by Litigation Support Contractors (FEB 2014)
9. _____ DFARS [252.204-7015](#), Disclosure of Information to Litigation Support Contractors (FEB 2014)
10. DFARS 252.205-7000, Provision of Information to Cooperative Agreement Holders (DEC 1991)
11. _____ DFARS [252.209-7001](#), Disclosure of Ownership or Control by the Government of a Terrorist Country
12. _____ DFARS [252.211-7003](#), Item Unique Identification and Valuation (DEC 2013)
13. _____ DFARS [252.211-7006](#), Passive Radio Frequency Identification (SEP 2011)
14. _____ DFARS [252.211-7007](#), Reporting of Government-Furnished Property (AUG 2012)
15. _____ DFARS [252.215-7003](#), Requirements for Submission of Data Other Than Certified Cost or Pricing Data—Canadian Commercial Corporation (JUL 2012)
16. _____ DFARS [252.215-7004](#), Requirement for Submission of Data other Than Certified Cost or Pricing Data—Modifications—Canadian Commercial Corporation (OCT 2013)
17. _____ DFARS [252.215-7007](#), Notice of Intent to Resolicit (JUN 2012)
18. _____ DFARS [252.215-7008](#), Only One Offer (OCT 2013)

19. DFARS 252.219-7003, Small Business Subcontracting Plan (DoD Contracts) (AUG 2012)
20. DFARS [252.219-7004](#), Small Business Subcontracting Plan (Test Program) (JAN 2011)
21. DFARS [252.223-7008](#), Prohibition of Hexavalent Chromium (JUN 2013)
22. DFARS [252.225-7000](#), Buy American—Balance of Payments Program Certificate (JAN 2014)
- a. Alternate I (DEC 2010) of 52.225-7000
23. DFARS 252.225-7001, Buy American and Balance of Payments Program (DEC 2012)
- a. Alternate I (OCT 2010) of 252.225-7001
24. DFARS 252.225-7008, Restriction on Acquisition of Specialty Metals (MAR 2013)
25. DFARS 252.225-7009, Restriction on Acquisition of Certain Articles Containing Specialty Metals (JUN 2013)
26. DFARS [252.225-7010](#), Commercial Derivative Military Article—Specialty Metals Compliance Certificate (JUL 2009)
27. DFARS 252.225-7012, Preference for Certain Domestic Commodities (FEB 2013)
28. DFARS 252.225-7015, Restriction on Acquisition of Hand or Measuring Tools (JUN 2005)
29. DFARS 252.225-7016, Restriction on Acquisition of Ball and Roller Bearings (JUN 2011)
30. DFARS [252.225-7017](#), Photovoltaic Devices (JAN 2014)
31. DFARS [252.225-7018](#), Photovoltaic Devices—Certificate (JAN 2014)
32. DFARS [252.225-7020](#), Trade Agreements Certificate (JAN 2005)
- a. Alternate I (DEC 2010) of 252.225-7020
33. DFARS 252.225-7021, Trade Agreements (OCT 2013)
- a. Alternate II (OCT 2011) of 252.225-7021
34. DFARS [252.225-7023](#), Preference for Products or Services from Afghanistan (SEP 2013)
35. DFARS [252.225-7024](#), Requirement for Products or Services from Afghanistan (SEP 2013)

36. _____ DFARS [252.225-7026](#), Acquisition Restricted to Products or Services from Afghanistan (SEP 2013)
37. _____ DFARS 252.225-7027, Restriction on Contingent Fees for Foreign Military Sales (APR 2003)
38. _____ DFARS 252.225-7028, Exclusionary Policies and Practices of Foreign Governments (APR 2003)
39. _____ DFARS [252.225-7029](#), Acquisition of Uniform Components for Afghan Military or Afghan National Police (SEP 2013)
40. _____ DFARS [252.225-7031](#), Secondary Arab Boycott of Israel (JUN 2005)
41. _____ DFARS [252.225-7035](#), Buy American—Free Trade Agreements—Balance of Payments Program Certificate (NOV 2012)
- a. _____ Alternate I (OCT 2013) of 252.225-7035
- b. _____ Alternate II (NOV 2012) of 252.225-7035
- c. _____ Alternate III (JUN 2012) of 252.225-7035
- d. _____ Alternate IV (NOV 2012) of 252.225-7035
- e. _____ Alternate V (NOV 2012) of 252.225-7035
42. DFARS **252.225-7036**, Buy American --Free Trade Agreements--Balance of Payment Program (DEC 2012)
- a. _____ Alternate I (JUN 2012) of 252.225-7036
- b. _____ Alternate II (NOV 2012) of 252.225-7036
- c. _____ Alternate III (JUN 2012) of 252.225-7036
- d. _____ Alternate IV (NOV 2012) of 252.225-7036
- e. _____ Alternate V (NOV 2012) of 252.225-7036
43. _____ DFARS [252.225-7037](#), Evaluation of Offers for Air Circuit Breakers (JUN 2005)
44. _____ DFARS [252.225-7038](#), Restriction on Acquisition of Air Circuit Breakers (JUN 2005)
45. _____ DFARS [252.225-7040](#), Contractor Personnel Authorized to Accompany U.S. Armed Forces Deployed Outside the United States (FEB 2013)

46. _____ DFARS [252.225-7043](#), Antiterrorism/Force Protection Policy for Defense Contractors Outside the United States (MAR 2006)
47. DFARS 252.226-7001, Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004)
48. _____ DFARS 252.227-7013, Rights in Technical Data – Noncommercial Items (JUN 2013)
49. _____ DFARS 252.227-7015, Technical Data -- Commercial Items (JUN 2013)
50. _____ DFARS 252.227-7037, Validation of Restrictive Markings on Technical Data (JUN 2013),
51. DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports (JUN 2012)
52. _____ DFARS [252.232-7009](#), Mandatory Payment by Governmentwide Commercial Purchase Card (DEC 2006)
53. _____ DFARS [252.232-7010](#), Levies on Contract Payments (DEC 2006)
54. _____ DFARS [252.232-7011](#), Payments in Support of Emergencies and Contingency Operations (MAY 2013)
55. _____ DFARS 252.237-7010, Prohibition on Interrogation of Detainees by Contractor Personnel (JUN 2013)
58. _____ DFARS 252.237-7019, Training for Contractor Personnel Interacting with Detainees (JUN 2013)
57. _____ DFARS [252.239-7017](#), Notice of Supply Chain Risk (NOV 2013)
58. _____ DFARS [252.239-7018](#), Supply Chain Risk (NOV 2013)
59. DFARS 252.243-7002, Requests for Equitable Adjustment (DEC 2012)
60. _____ DFARS [252.244-7000](#), Subcontracts for Commercial Items (JUN 2013)
61. _____ DFARS [252.246-7003](#), Notification of Potential Safety Issues (JUN 2013)
62. _____ DFARS 252.246-7004, Safety of Facilities, Infrastructure, and Equipment for Military Operations (OCT 2010)
63. _____ DFARS 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (JUN 2013)
64. _____ DFARS [252.247-7022](#), Representation of Extent of Transportation by Sea (AUG 1992)

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65. DFARS 252.247-7023, Transportation of Supplies by Sea (JUN 2013).

a. Alternate I (MAR 2000) of 252.247-7023.

b. Alternate III (MAY 2002) of 252.247-7023

66. DFARS 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000)

67. DFARS [252.247-7025](#), Reflagging or Repair Work (JUN 2005)

68. DFARS [252.247-7026](#), Evaluation Preference for Use of Domestic Shipyards – Applicable to Acquisition of Carriage by Vessel for DoD Cargo in the Coastwise or Noncontiguous Trade (NOV 2008)

69. DFARS 252.247-7027, Riding Gang Member Requirements (OCT 2011)

70. DFARS [252.247-7028](#), Application for U.S Government Shipping Documentation/Instructions (JUN 2012)

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

1. DFARS 252.227-7013, Rights in Technical Data – Noncommercial Items (JUN 2013)

2. DFARS 252.227-7015, Technical Data – Commercial Items (JUN 2013)

3. DFARS 252.227-7037, Validation of Restrictive Markings on Technical Data (JUN 2013)

4. DFARS 252.237-7010, Prohibition on Interrogation of Detainees by Contractor Personnel (JUN 2013)

5. DFARS 252.237-7019, Training for Contractor Personnel Interacting with Detainees (JUN 2013)

6. DFARS 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (JUN 2013)

7. DFARS 252.247-7023, Transportation of Supplies by Sea (JUN 2013)

8. DFARS 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000)

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

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(a) Certain supplies or services to be provided under this contract for use by the Government are required by law to be obtained from nonprofit agencies participating in the program operated by the Committee for Purchase From People Who Are Blind or Severely Disabled (the Committee) under 41 U.S.C. 8504. Additionally, certain of these supplies are available from the Defense Logistics Agency (DLA), the General Services Administration (GSA), or the Department of Veterans Affairs (VA). The Contractor shall obtain mandatory supplies or services to be provided for Government use under this contract from the specific sources indicated in the contract schedule.

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

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

(1) National Industries for the Blind
1310 Braddock Place
Alexandria, VA 22314-1691
(703) 310-0500; and

(1) NISH
8401 Old Courthouse Road
Vienna, VA 22182
(571) 226-4660.

252.216-7006 - ORDERING (MAY 2011)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the contract schedule. Such orders may be issued from up to 24 months after the effective date of the contract to coincide with the 24 month base period.

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

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

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

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

FAR 52.216-19 – ORDER LIMITATIONS (OCT 1995)

- (a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than \$50.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
- (b) *Maximum order.* The Contractor is not obligated to honor –
- (1) Any order for a single item in excess of \$10,018,750.00;
 - (2) Any order for a combination of items in excess of \$10,018,750.00; or
 - (3) A series of orders from the same ordering office within 1 day that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.
- (c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.
- (d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 1 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.

FAR 52.216-22 – INDEFINITE QUANTITY (OCT 1995)

- (a) This is an indefinite-quantity contract for the supplies or services specified and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."
- (c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 5 days after the contract expiration date.

52.216-9064 ECONOMIC PRICE ADJUSTMENT (EPA) – ACTUAL MATERIAL COSTS FOR SUBSISTENCE DELIVERED PRICE BUSINESS MODEL – DLA TROOP SUPPORT SUBSISTENCE PRIME VENDOR (SPV) CONTIGUOUS UNITED STATES (CONUS), ALASKA, AND HAWAII (APR 2014)

- (a) Warranties. For the portion of the schedule that is covered by this EPA clause, the Contractor warrants that—
- (1) Contract unit prices covered by this contract do not include allowances for any portion of the contingency covered by this clause; and
 - (2) Price adjustments invoiced under this contract shall be computed in accordance with the provisions of this clause.
- (b) Definitions. As used throughout this clause, the term:
- (1) "Private label holder" means:
 - (i) A manufacturer or grower with whom the contractor holds an ownership and/or financial interest, or ownership and/or financial interest in a specific item(s) produced by a manufacturer or grower; or
 - (ii) An entity holding an intellectual property interest, whether by ownership or license, in the label under which product is being sold in the commercial marketplace; or
 - (iii) An entity holding exclusive marketing and/or sales authority of a product, or one holding property rights in a proprietary product formula.
 - (2) "Redistributor" means an entity independent of the contractor from which the contractor purchases product for purposes of consolidating quantities and/or obtaining a competitive delivered price.
 - (3) "Standard Freight" means the published list price or prevailing market rate for transportation of subsistence and food service operating supplies, *i.e.* the transportation charge for delivery from the manufacturer/grower/private label holder or redistributor to the SPV Contractor. This may include inter-division transfers between the SPV Contractor's warehouses provided the delivered price

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(inclusive of standard freight) of a product at a given time is identical to the delivered price of the same product at the same time to other commercial customers in the SPV Contractor's electronic purchasing system.

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

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

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

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

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

(5) Delivered price.

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

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

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

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

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

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

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

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

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

(c) Price adjustments.

(1) General.

(i) All Contract unit prices shall be fixed and remain unchanged until changed pursuant to this clause or other applicable provision of the contract. Only the delivered price component of the Contract unit price is subject to adjustment under this clause. After the first ordering

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

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

(iii) Updates to the delivered price: All notices and requests for new item delivered prices and price changes shall be submitted weekly, no later than 1:00 PM, Eastern Time on Wednesday to be effective in the following ordering week's ordering catalog prices. The delivered price shall have any and all Government rebates and discounts subtractions made prior to presenting the delivered price to DLA Troop Support. The Contractor shall notify the Contracting Officer of its notice/request in the form of an electronic data interchange (EDI) 832 transaction set. The change notice shall include the Contractor's adjustment in the delivered price component of the applicable Contract unit price. Upon the Contracting Officer's acceptance of such EDI 832 price changes in accordance with paragraph (v) below, the price change transaction sets will post in the next week's ordering catalog and each Contract unit price shall be changed by the same dollar amount of the change in the delivered price in the next week's ordering catalog.

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

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

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

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

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

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

(ii) Changes in the quantities of materials; and

(iii) Increases in unit prices that the Contracting Officer determines are computed incorrectly (i.e. not adhering to the Contract unit price definition in this clause) and/or increases in unit prices that the Contracting Officer determines are not fair and reasonable.

(3) If the Contracting Officer rejects a proposed adjustment for an item because the adjusted unit price cannot be determined fair and reasonable, the Contractor shall have no obligation to fill future orders for such item as of the effective date of the proposed adjustment unless such item is subsequently added to the contract at a Unit Price that is determined fair and reasonable. Alternately, the item may be retained on the catalog at the prior (unadjusted) price for as long as both parties agree to do so.

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

(1) If at any time the Contractor has reason to believe that within the near future a price adjustment under the provisions of this clause will be required that will exceed the current contract ceiling price for any item, the Contractor shall promptly notify the Contracting Officer in writing of the expected increase. In the event the latest actual market price for an item would result in a contract unit price that will exceed the allowable ceiling price under the contract, then the Contractor shall immediately notify the Contracting Officer in writing

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or via its EDI 832 price change request and separate email no later than the time specified in paragraph (c)(1)(iii) above. With either such notification the Contractor shall include a revised ceiling the Contractor believes is sufficient to permit completion of remaining contract performance, along with appropriate explanation and documentation as required by the Contracting Officer.

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

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

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

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

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

FAR 52.217-9 – OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

The Government may extend the term of this contract by written notice to the Contractor within 3 days provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

If the Government exercises this option, the extended contract shall be considered to include this option clause.

The total duration of this contract, including the exercise of any options under this clause, shall not exceed 4 years.

(Note: There will be an up to 1 month (30-day) start-up/implementation period upon award, a (24) month performance period with (1) one twenty four (24) month option period.

52.246-9044 SANITARY CONDITIONS (APR 2014)

(a) Food establishments.

(1) All establishments and distributors furnishing subsistence items under DLA Troop Support contracts are subject to sanitation approval and surveillance as deemed appropriate by the Military Medical Service or by other Federal agencies recognized by the Military Medical Service. The Government does not intend to make any award for, nor accept, any subsistence products manufactured, processed, or stored in a facility which fails to maintain acceptable levels of food safety and food defense, is operating under such unsanitary conditions as may lead to product contamination or adulteration constituting a health hazard, or which has not been listed in an appropriate Government directory as a sanitarily approved establishment when required. Accordingly, the supplier agrees that, except as indicated in paragraphs (2) and (3) below, products furnished as a result of this contract will originate only in establishments listed in the U.S. Army Public Health Command (USAPHC) Circular 40-1, Worldwide Directory of Sanitarily Approved Food

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Establishments for Armed Forces Procurement, (Worldwide Directory) (available at: <http://phc.amedd.army.mil/topics/foodwater/ca/Pages/DoDAApprovedFoodSources.aspx>). Compliance with the current edition of DoD Military Standard 3006A, Sanitation Requirements for Food Establishments, is mandatory for listing of establishments in the Worldwide Directory. Suppliers also agree to inform the Contracting Officer immediately upon notification that a facility is no longer sanitarily approved and/or removed from the Worldwide Directory and/or other Federal agency's listing, as indicated in paragraph (2) below. Suppliers also agree to inform the Contracting Officer when sanitary approval is regained and listing is reinstated.

(2) Establishments furnishing the products listed below and appearing in the publications indicated need not be listed in the worldwide directory. Additional guidance on specific listing requirements for products/plants included in or exempt from listing is provided in Appendix A of the worldwide directory.

(i) Meat and meat products and poultry and poultry products may be supplied from establishments which are currently listed in the "Meat, Poultry and Egg Inspection Directory,] published by the United States Department of Agriculture, Food Safety and Inspection Service (USDA, FSIS), at <http://www/fsis.usda.gov/wps/portal/fsis/topics/inspection/mpi-directory> . The item, to be acceptable, shall, on delivery, bear on the product, its wrappers or shipping container, as applicable, the USDA shield and applicable establishment number. USDA listed establishments processing products not subject to the Federal Meat and Poultry Products Inspection Acts must be listed in the W]orldwide Directory for those items.

(ii) Intrastate commerce of meat and meat products and poultry and poultry products for direct delivery to military installations within the same state (intrastate) may be supplied when the items are processed in establishments under state inspection programs certified by the USDA as being "at least equal to" the Federal Meat and Poultry Products Inspection Acts. The item, to be acceptable, shall, on delivery, bear on the product, its wrappers or shipping container, as applicable, the official inspection legend or label of the inspection agency and applicable establishment number.

(iii) Shell eggs may be supplied from establishments listed in the "List of Plants Operating under USDA Poultry and Egg Grading Programs" published by the USDA, Agriculture Marketing Service (AMS) at <http://www.ams.usda.gov/poultry/grading.htm>.

(iv) Egg products (liquid, dehydrated, frozen) may be supplied from establishments listed in the "Meat, Poultry and Egg Product Inspection Directory" published by the USDA FSIS at http://apps.ams.usda.gov/plantbook/Query_Pages/PlantBook_Query.asp . All products, to be acceptable, shall, on delivery, bear on the product, its wrappers or shipping container, as applicable, the official inspection legend or label of the inspection agency and applicable establishment number.

(v) Fish, fishery products, seafood, and seafood products may be supplied from establishments listed under "U.S. Establishments Approved For Sanitation And For Producing USDC Inspected Fishery Products" in the "USDC Participants List for Firms, Facilities, and Products", published electronically by the U.S. Department of Commerce, National Oceanic and Atmospheric Administration Fisheries (USDC, NOAA) (available at: seafood.nmfs.noaa.gov). All products, to be acceptable, shall, on

delivery, bear on the product, its wrappers or shipping container, as applicable, the full name and address of the producing facility.

(vi) Pasteurized milk and milk products may be supplied from plants having a pasteurization plant compliance rating of 90 percent or higher, as certified by a state milk sanitation officer and listed in "Sanitation Compliance and Enforcement Ratings of Interstate Milk Shippers" (IMS), published by the U.S. Department of Health and Human Services, Food and Drug Administration (USDHHS, FDA) at <http://www.fda.gov/Food/GuidanceRegulation/FederalStateFoodPrograms/ucm2007965.htm>. These plants may serve as sources of pasteurized milk and milk products as defined in Section I of the "Grade 'A' Pasteurized Milk Ordinance" (PMO) published by the USDHHS, FDA at <http://www.fda.gov/Food/GuidanceRegulation/GuidanceDocumentsRegulatoryInformation/Milk/default.htm>.

(vii) Manufactured or processed dairy products only from plants listed in Section I of the "Dairy Plants Surveyed and Approved for USDA Grading Service", published electronically by Dairy Grading Branch, AMS, USDA (available at: <http://www.ams.usda.gov/AMSV1.0/getfile?dDocName=STELPRD3651022>) may serve as sources of manufactured or processed dairy products as listed by the specific USDA product/operation code. Plants producing products not specifically listed by USDA product/operation code must be Worldwide Directory listed (e.g., plant is coded to produce cubed cheddar but not shredded cheddar; or, plant is coded for cubed cheddar but not cubed mozzarella). Plants listed in Section II and denoted as "P" codes (packaging and processing) must be Worldwide Directory listed.

(viii) Oysters, clams and mussels from plants listed in the "Interstate Certified Shellfish Shippers Lists" (ICSSL), published by the USDHHS, FDA at <http://www.fda.gov/food/guidanceregulation/federalstatefoodprograms/ucm2006753.htm>.

(3) Establishments exempt from Worldwide Directory listing. Refer to AR 40-657/NAVSUPINST 4355.4H/MCO P1010.31H, Veterinary/Medical Food Safety, Quality Assurance, and Laboratory Service, for a list of establishment types that may be exempt from Worldwide Directory listing. (AR 40-657 is available from National Technical Information Service, 5301 Shawnee Road, Alexandria, VA 22312 ; 1-888-584-8332 ; or download from web site: http://www.apd.army.mil/pdf/files/r40_657.pdf) For the most current listing of exempt plants/products, see the Worldwide Directory (available at: <http://phc.amedd.army.mil/topics/foodwater/ca/Pages/DoDAApprovedFoodSources.aspx>).

(4) Subsistence items other than those exempt from listing in the Worldwide Directory, bearing labels reading "Distributed By", "Manufactured For", etc., are not acceptable unless the source of manufacturing/processing is indicated on the label or on accompanying shipment documentation.

(5) When the Military Medical Service or other Federal agency acceptable to the Military Medical Service determines the levels of food safety and food defense of the establishment or its products have or may lead to product contamination or adulteration, the Contracting Officer will suspend the work until such conditions are remedied to the satisfaction of the appropriate inspection agency. Suspension of the work shall not extend the life of the contract, nor shall it be considered sufficient cause for the Contractor to request an extension of any delivery date. In the event the Contractor fails to correct such objectionable conditions within the time specified by the Contracting Officer, the

Government shall have the right to terminate the contract in accordance with the "Default" clause of the contract.

(b) Delivery conveyances.

The supplies delivered under this contract shall be transported in delivery conveyances maintained to prevent tampering with and /or adulteration or contamination of the supplies, and if applicable, equipped to maintain a prescribed temperature. The delivery conveyances shall be subject to inspection by the government at all reasonable times and places. When the sanitary conditions of the delivery conveyance have led, or may lead to product contamination, adulteration, constitute a health hazard, or the delivery conveyance is not equipped to maintain prescribed temperatures, or the transport results in product 'unfit for intended purpose', supplies tendered for acceptance may be rejected without further inspection.

**52.246-9045 – FEDERAL FOOD, DRUG AND COSMETIC ACT-WHOLESALE MEAT ACT
(AUG 2008 SUBSISTENCE) – DLAD**

- (a) The Contractor warrants that the supplies delivered under this contract comply with the Federal Food, Drug and Cosmetic Act and the Wholesome Meat Act and regulations promulgated thereunder. This warranty will apply regardless of whether or not the supplies have been:

Shipped in interstate commerce,

Seized under either Act or inspected by the Food and Drug Administration or Department of Agriculture.

Inspected, accepted, paid for or consumed, or any or all of these, provided however, that the supplies are not required to comply with requirements of said Acts and regulations promulgated thereunder when a specific paragraph of the applicable specification directs otherwise and the supplies are being contracted for military rations, not for resale.

- (b) The government shall have six months from the date of delivery of the supplies to the government within which to discover a breach of this warranty. Notwithstanding the time at which such breach is discovered, the government reserves the right to give notice of breach of this warranty at any time within this six-month period or within 30 days after expiration of such period, and any such notice shall preserve the rights and remedies provided herein.
- (c) Within a reasonable time after notice to the Contractor of breach of this warranty, the government may, at its election:

Retain all or part of the supplies and recover from the Contractor, or deduct from the contract price, a sum the government determines to be equitable under the circumstances;

Return or offer to return all or part of the supplies to the Contractor in place and recover the contract price and transportation, handling, inspection and storage costs expended therefore; provided, that if the supplies are seized under either Act or regulations promulgated thereunder, such seizure, at government option, shall be deemed a return of supplies within the meaning of this clause and thereby allow the government to pursue the remedy provided herein. Failure to agree to any deduction or recovery provided herein shall be a dispute within the meaning of the clause of this contract entitled "disputes."

- (d) The rights and remedies provided by this clause shall not be exclusive and are in addition to other rights and remedies provided by law or under this contract, nor shall pursuit of a remedy herein or by law either jointly, severally or alternatively, whether simultaneously or at different times, constitute an election of remedies.

52.204-7 - System for Award Management (Jul 2013)

(a) Definitions. As used in this provision—

“Data Universal Numbering 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 means the 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 System for Award Management records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same concern.

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

- (1) The Offeror has entered all mandatory information, including the DUNS number or the DUNS+4 number, the Contractor and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see Subpart 4.14), into the SAM database; and
- (2) The offeror has completed the Core, Assertions, and Representations and Certification, and Points of contact sections of the registration in the SAM database;
- (3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The Offeror will be required to provide consent for TIN validation to the Government as a part of the SAM registration process.
- (4) The Government has marked the record “Active”.

(b)

(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “DUNS” or “DUNS+4” followed by the DUNS or DUNS+4 number that identifies the offeror’s name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the SAM database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number—

- (i) Via the internet at <http://fedgov.dnb.com/webform> or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or
- (ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

- (i) Company legal business name.
- (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
- (iii) Company physical street address, city, state and Zip Code.
- (iv) Company mailing address, city, state and Zip Code (if separate from physical).
- (v) Company telephone number.
- (vi) Date the company was started.
- (vii) Number of employees at your location.
- (viii) Chief executive officer/key manager.
- (ix) Line of business (industry).
- (x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) Offerors may obtain information on registration at <https://www.acquisition.gov>.

252.204-7004 Alternate A, System for Award Management (FEB 2014)

(a) Definitions. As used in this provision—

“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—

- (1) A code assigned by the Defense Logistics Information Service (DLIS) to identify a commercial or Government entity; or

(2) 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 Numbering 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 FAR 32.11) for the same parent concern.

"Registered in the System for Award Management (SAM) database" means that—

- (1) The contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, and Contractor and Government Entity (CAGE) code into the SAM database; and
- (2) The contractor has completed the Core Data, Assertions, Representations and Certifications, and Points of Contact sections of the registration in the SAM database;
- (3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The Contractor will be required to provide consent for TIN validation to the Government as part of the SAM registration process; and
- (4) The Government has marked the record "Active."

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

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

The following additional clauses are incorporated by REFERENCE:

| CLAUSE Number | Title | Date |
|--------------------|---|-------------|
| FAR 52.203-3 | Gratuities | APR 1984 |
| FAR 52.204-9 | Personal Identity Verification of Contractor Personnel | JAN 2011 |
| FAR 52.232-17 | Interest | MAY 2014 |
| FAR 52.242-13 | Bankruptcy | JUL 1995 |
| FAR 52.242-15 | Stop Work Order | AUG 1989 |
| FAR 52.247-34 | F.O.B. Destination | NOV 1991 |
| FAR 52.251-1 | Government Supply Sources | APR 2012 |
| DFARS 252.203-7000 | Requirements Relating to Compensation of Former DoD Officials | SEP 2011 |
| DFARS 252.203-7002 | Requirement to Inform Employees of Whistleblower Rights | SEP 2013 |
| DFARS 252.203-7003 | Agency Office of the Inspector General | DEC 2012 |
| DFARS 252.205-7000 | Provision of Information to Cooperative Agreement Holders | DEC 1991 |

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|--------------------|---|----------|
| DFARS 252.232-7010 | Levies on Contract Payments | DEC 2006 |
| DFARS 252.209-7004 | Subcontracting with Firms that are Owned or Controlled by the Government of a Terrorist Country | MAR 2014 |
| DFARS 252.219-7003 | Small Business Subcontracting Plan (DoD Contracts) | OCT 2014 |
| DFARS 252.225-7001 | Buy American and Balance of Payments Program | NOV 2014 |
| DFARS 252.225-7002 | Qualifying Country Sources as Subcontractors | DEC 2012 |
| DFARS 252.232-7010 | Levies on Contract Payments | DEC 2006 |
| DFARS 252.225-7012 | Preference for Certain Domestic Commodities | FEB 2013 |
| DFARS 252.225-7021 | Trade Agreements | NOV 2014 |
| DFARS 252.226-7001 | Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns | SEP 2004 |
| DFARS 252.243-7002 | Requests for Equitable Adjustment | DEC 2012 |
| DFARS 252.247-7023 | Transportation of Supplies by Sea | APR 2014 |
| DLAD 52.211-9014 | Contractor Retention of Traceability Documentation | AUG 2012 |
| DLAD 52.246-9039 | Removal of Government Identification from Non-Accepted Supplies | NOV 2011 |
| DLAD 52.215-9006 | AbilityOne, (Formerly Called Javits-Wagner-O'Day Act ("JWOD")) Entity Support – Contractor Reporting | JAN 2013 |
| DLAD 52.247-9012 | Requirements for Treatment of Wood Packaging Material (WPM) | FEB 2007 |

CONTRACT DOCUMENTS, EXHIBITS, REFERENCES & OTHER ATTACHMENTS

STATEMENT OF WORK

- I. SUPPLIES/SERVICES AND PRICES
1. INTRODUCTION

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

- B. This solicitation contains the estimated food and beverage requirements for DoD and non DoD customers in West Texas and New Mexico.
- C. The resulting contracts made against this Solicitation will be an Indefinite Quantity Contract that provides for an indefinite quantity, within stated limits, of specific supplies or services to be furnished during a fixed period, with deliveries to be scheduled by placing orders with the Contractor (FAR 16.504(a)). This contract will be for an up to twenty four (24) month base period with one (1) twenty four (24) month option period.

Estimated Dollar Value/Guaranteed Minimum/Maximum

The guaranteed minimum shall be 25% of the estimated contract dollar value. The contract maximum, including option periods, if invoked, shall be 150% of the estimated contract dollar value.

NOTE: Prospective offerors are advised that the guaranteed minimum dollar value or quantity included in this solicitation and any resultant contract constitutes the Government's legal ordering obligation. Once purchases under the contract meet the guaranteed minimum amount, the Government's legal obligation under the contract is satisfied and the Government is not obligated to place any further orders under the contract. DLA Troop Support does not guarantee that any or all of the customers within the scope of this solicitation/contract will order subsistence and/or related non-food requirements from the successful Contractor.

| | Guaranteed Minimum | Estimated Contract Value | Contract Maximum |
|---------------------------------------|--------------------|--------------------------|------------------|
| Base Period - 24 Months | \$6,000,000.00 | \$24,000,000.00 | \$36,000,000.00 |
| Option 1- 24 Months (if exercised) | \$6,000,000.00 | \$24,000,000.00 | \$36,000,000.00 |
| Total (if both Options are exercised) | \$12,000,000.00 | \$48,000,000.00 | \$72,000,000.00 |

Individual Customer Yearly Estimates

| | |
|----------|-----------------|
| Customer | Annual Estimate |
|----------|-----------------|

| | |
|-------------------------------|------------------------|
| FORT BLISS, TX | \$7,700,000.00 |
| US IMMIGRATION, TX | \$1,300,000.00 |
| HOLLOMAN AFB, NM | \$ 980,000.00 |
| CANNON AFB, NM | \$ 920,000.00 |
| KIRTLAND AFB, NM | \$730,000.00 |
| DAVID CARRASCO JOB CORPS, TX | \$250,000.00 |
| WHITE SANDS MISSILE RANGE, NM | \$119,500.00 |
| USMCRC, NM | \$500.00 |
| TOTAL: | \$12,000,000.00 |

2. EFFECTIVE PERIOD OF CONTRACT – INDEFINITE QUANTITY CONTRACT

The effective period for the base period of the contract is from the award date up to twenty four (24) months thereafter. Note: There will be an up to 1 month (30 day) start-up/implementation period upon award followed by a twenty three (23) month ordering period.

The start-up/implementation period is defined as the timeframe of up to 1 month (or 30 days) which begins immediately after award and ends as the first order is placed. During the start-up/implementation period, the incumbent Contractor will remain the principal source of food and non-food supplies.

The Contractor shall submit a proposed implementation schedule to the Contracting Officer stating the minimum length (in days) the offeror will need to implement a fully functional distribution account, including all EDI transactions (and testing), for all customers covered by this solicitation. Although the defined start-up/implementation timeframe is up to 1 month (or 30 days); the Contractor who receives the award may be afforded less time for start-up/implementation. The Government reserves the right to make final determinations on the length of start-up/implementation period.

3. OPTIONS

This contract includes one (1) twenty four (24) month option period. Acceptance of this option period by the successful Contractor is mandatory.

4. CATALOG & MARKET BASKET ITEMS

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

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Contractor may be required to provide them during the course of contract performance (see paragraph 5 below).

See Attachment 1 for the SPE300-15-R-0010 Price Proposal (12-11-14) this proposal contains the Market Basket, which represents the highest usage and major dollar value items of the total catalog of items that will be required. This Market Basket shall be the initial contract catalog at the contract award price.

NOTE: The market basket represents approximately 40% of the contract dollar value per performance period. The items which comprise this 40% of contract dollars per performance period form the basis of the attached price proposal spreadsheet (Attachment 1). This spreadsheet shows, among other information, a detailed item description and the estimated demand data per performance period for each item. Thus, these items represent the majority of the contract value per performance period and the most important customer needs. DLA Troop Support will evaluate your offered prices, which you enter in this spreadsheet. Please take extreme care to complete this spreadsheet accurately (See instructions on page 149).

See Attachment 2 for the "Texas and New Mexico Current Catalog". These catalogs represent a complete list of items that will be required under this acquisition. The remaining catalog items other than the Market Basket items shall be added post-award at prices determined fair and reasonable.

NOTE:

The complete sample catalog represents the entire scope of the customer's needs at a given moment in time (Attachment 2). This catalog includes detailed item descriptions.

Each catalog evolves over the course of a contract period due to changing customer requirements. Accordingly, the successful offeror must be responsive to customer requests as described throughout this solicitation. In sum, this catalog gives offerors an idea of the complete scope of responsibilities beyond the portion of items evaluated for price in the market basket.

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

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

5. FRESH FRUITS & VEGETABLES AND MARKET READY ITEMS

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

PRODUCT QUALITY FOR FRESH FRUITS AND VEGETABLES

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

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

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

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

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

Level of Product Quality:

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

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

Equivalent in respect to grade or fabrication.

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

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

If, after contract award, the ordering activities have a need for the Contractor to deliver some or all of these items, the Contracting Officer and Contractor will determine the availability and establish a mutually agreed upon start-up period. Items will be priced using the contract Distribution Pricing for

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these categories. Prior to adding the items to the contract, they must be determined to be at a fair and reasonable price by the Contracting Officer.

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

6. DOMESTIC ITEMS/BERRY AMENDMENT

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

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

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

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

7. ABILITYONE MANDATORY ITEMS

The following addresses procedures for updating the DLA Troop Support Subsistence Prime Vendor catalogs for the Subsistence Prime Vendor Ability One Mandatory Procurement List (MPL). Procedures are as follows:

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

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

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

General website:

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<https://www.troopsupport.dla.mil/subs/pv/manprod/index.asp>

Food items website:

https://www.troopsupport.dla.mil/subs/pv/manprod/man_prod.pdf

Non-food items website:

https://www.troopsupport.dla.mil/subs/pv/manprod/man_prod_nonfood.pdf

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

In certain circumstances, there may be a delay in posting and/or email notification to the Prime Vendor. In such circumstances, an MPL provider may provide the Subsistence Prime Vendor with a notification letter from the AbilityOne Commission, issued on AbilityOne Commission Letterhead, as proof of an applicable price or other change. The Subsistence Prime Vendor shall treat such notification from the AbilityOne Commission as if the notification had been provided by DLA Troop Support.

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

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

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

It has effectively the same form, fit and function.

The Ability One and commercial products may be used for the same purpose.

The Ability One and commercial products are relatively the same size and a change in size will not affect the use or performance.

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

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

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

Payments shall be made directly to the MPL designated source.

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

DLA Troop Support AbilityOne Mandatory Procurement List (MPL) 04 December 2014

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The DLA Troop Support Mandatory Procurement List (MPL) includes spices, coffees, bakery mixes, nuts, and dry milk. The MPL of items has been altered on the AbilityOne Procurement List (PL) for use through Subsistence Prime Vendors. Relevant information is provided below:

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The item descriptions for two Pancake & Waffle Mixes listed below (8920-01-E62-4193 & 8920-01-E62-4195) have been changed to match official DLA Troop Support item descriptions. In addition, Point of Contact information for Unistel has been updated.

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Unistel, Continuing Developmental Services

650 Blossom Road, Rochester, NY 14610-1811

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POC: Joe Perdicho

Phone: Direct: 585-341-4712

Toll free: 800-864-7835

Email Address: joseph.perdicho@unistel.org

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LSN: PRODUCT DESCRIPTION: UOM: F.O.B. Origin

| | | | <u>DLA Price:</u> |
|------------------|--|----|--------------------------|
| 8950-01-E62-3516 | ALLSPICE, GRD, 6/16 oz co | CS | \$40.76 |
| 8950-01-E62-3520 | CHIVES, CHOPPED, FREEZE DRIED, 6/1.35 oz co | CS | \$27.93 |
| 8950-01-E62-3510 | CILANTRO, FREEZE DRIED, 6/3.75 oz co | CS | \$30.00 |
| 8950-01-E62-3528 | CLOVES, GRD, 6/16 oz co | CS | \$88.02 |
| 8950-01-E62-3506 | FENNEL SEED, WHL, 6/14 oz co | CS | \$29.42 |
| 8950-01-E62-3522 | SPICE BLD, GARLIC & HERB, SALT FREE, 6/18 oz co | CS | \$36.32 |
| 8950-01-E60-5754 | GARLIC, GRANULATED, California, 12/12 oz co | CS | \$53.08 |
| 8950-01-E60-5753 | GARLIC, GRANULATED, California, 6/25 oz co, 1 lb size co | CS | \$47.04 |
| 8950-01-E60-5751 | GARLIC, PDR, California, 12/16 oz co, 1 lb size co | CS | \$55.82 |
| 8950-01-E60-5752 | GARLIC, PDR, California, 3/5 lb co | CS | \$68.29 |
| 8950-01-E62-3518 | MARJORAM, GRD, 6/11 oz co | CS | \$31.63 |
| 8950-01-E60-5749 | PAPRIKA, GRD, California, 12/16 oz co, 1 lb size co | CS | \$64.72 |
| 8950-01-E60-5750 | PAPRIKA, GRD, California, 24/4.5 oz co | CS | \$60.09 |
| 8950-01-E60-8237 | PEPPER, BLK, CRACKED, 6/16 oz plastic co | CS | \$63.41 |
| 8950-01-E60-8236 | PEPPER, BLK, CRACKED, 6/16 oz metal co | CS | \$72.04 |
| 8950-01-E60-8234 | PEPPER, BLK, CRACKED, 6/18 oz metal co | CS | \$78.46 |
| 8950-01-E60-8235 | PEPPER, BLK, CRACKED, 6/18 oz plastic co | CS | \$69.83 |
| 8950-01-E60-7766 | PEPPER, BLK, GRD, gourmet, 12/16 oz metal co | CS | \$139.89 |
| 8950-01-E60-7767 | PEPPER, BLK, GRD, gourmet, 12/16 oz plastic co | CS | \$122.20 |
| 8950-01-E60-7770 | PEPPER, BLK, GRD, gourmet, 3/5 lb plastic co | CS | \$151.26 |
| 8950-01-E60-7765 | PEPPER, BLK, GRD, gourmet, 48/1.5 oz plastic co | CS | \$58.37 |
| 8950-01-E60-7768 | PEPPER, BLK, GRD, gourmet, 6/18 oz metal co | CS | \$78.46 |

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| 8950-01-E60-7769 | PEPPER, BLK, GRD, gourmet, 6/18 oz plastic co | CS | \$69.83 |
| 8950-01-E60-9996 | PEPPER, BLK, GRD, restaurant grind, 3/5 lb plastic co | CS | \$154.11 |
| 8950-01-E60-9997 | PEPPER, BLK, GRD, restaurant grind, 6/18 oz plastic co | CS | \$71.11 |
| 8950-01-E60-8238 | PEPPER, BLK, WHL, 6/16 oz metal co | CS | \$75.86 |
| 8950-01-E60-8239 | PEPPER, BLK, WHL, 6/16 oz plastic co | CS | \$67.23 |
| 8950-01-E60-8240 | PEPPER, BLK, WHL, 6/18 oz metal co | CS | \$82.55 |
| 8950-01-E60-8241 | PEPPER, BLK, WHL, 6/18 oz plastic co | CS | \$73.92 |
| 8950-01-E62-2180 | PEPPER, RED, CRUSHED, 6/12 oz co | CS | \$30.15 |
| 8950-01-E62-3532 | POPPYSEED, WHL, blue, 6/20 oz co | CS | \$27.24 |
| 8950-01-E62-3508 | ROSEMARY, LEAVES, GRD, 6/11 oz co | CS | \$26.61 |
| 8950-01-E62-3514 | ROSEMARY, LEAVES, WHL, 6/6 oz co | CS | \$24.03 |
| 8950-01-E62-3512 | SAGE, RUBBED, 6/6 oz co | CS | \$28.10 |
| 8950-01-E62-2187 | ONION, GRANULATED, 6/18 oz co | CS | \$36.36 |
| 8950-01-E62-2191 | PEPPER, RED, CRUSHED, 3/3.25 lb co | CS | \$52.14 |
| 8950-01-E62-3524 | SPICE BLD, CARIBBEAN JERK, 6/18 oz co | CS | \$33.73 |
| 8950-01-E62-3526 | SPICE BLD, CHINESE FIVE SPICE, 6/16 oz co | CS | \$40.08 |
| 8950-01-E60-9458 | SPICE BLD, ALL PURPOSE, W/O SALT, 12/10 oz co | CS | \$52.20 |
| 8950-01-E60-9456 | SPICE BLD, ALL PURPOSE, W/O SALT, 12/2.5 oz co | CS | \$22.59 |
| 8950-01-E60-9459 | SPICE BLD, ALL PURPOSE, W/O SALT, 6/20 oz co, 1 lb size co | CS | \$44.74 |
| 8950-01-E60-9460 | SPICE BLD, ALL PURPOSE, W/O SALT, 6/28 oz co, 1 lb size co | CS | \$57.79 |
| 8950-01-E60-9457 | SPICE BLD, ALL PURPOSE, W/O SALT, 6/6.75 oz co | CS | \$23.15 |
| 8950-01-E62-2667 | SPICE BLD, CAJUN STYLE, 6/22 oz co, 1 lb size co | CS | \$32.84 |
| 8950-01-E61- | SPICE BLD, CANADIAN STYLE, FOR BEEF, | CS | \$69.35 |

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| 0103 | 6/29 oz co, 1 lb size co | | |
| 8950-01-E60-9461 | SPICE BLD, CHILI PDR, dark, 6/16 oz co, 1 lb size co | CS | \$27.94 |
| 8950-01-E60-9464 | SPICE BLD, CHILI PDR, dark, 6/20 oz co, 1 lb size co | CS | \$31.91 |
| 8950-01-E60-9462 | SPICE BLD, CHILI PDR, light, 6/17 oz co, 1 lb size co | CS | \$27.86 |
| 8950-01-E60-9463 | SPICE BLD, CHILI PDR, light, 6/18 oz co, 1 lb size co | CS | \$28.77 |
| 8950-01-E60-9468 | SPICE BLD, CIN MAPLE SPRINKLES, 6/30 oz co | CS | \$41.33 |
| 8950-01-E62-0115 | SPICE BLD, CURRY PDR, W/O MSG, 6/16 oz co, 1 lb size co | CS | \$29.61 |
| 8950-01-E62-2190 | SPICE BLD, ITALIAN STYLE, 3/28 oz co | CS | \$47.76 |
| 8950-01-E61-6697 | SPICE BLD, ITALIAN STYLE, 6/6.25 oz co | CS | \$29.98 |
| 8950-01-E60-9467 | SPICE BLD, LEMON PEPPER, 6/27 oz co, 1 lb size co | CS | \$41.55 |
| 8950-01-E60-9147 | SPICE BLD, LEMON PEPPER, 6/28 oz co, 1 lb size co | CS | \$42.63 |
| 8950-01-E60-9466 | SPICE BLD, LEMON PEPPER, 6/26 oz co, 1 lb size co | CS | \$40.45 |
| 8950-01-E60-9311 | SPICE BLD, POULTRY, 6/12 oz co, 1 lb size co | CS | \$29.64 |
| 8950-01-E62-0116 | SPICE BLD, SANTA FE, 6/16 oz co, 1 lb size co | CS | \$42.58 |
| 8950-01-E61-0100 | SPICE MIX, TACO, 6/11 oz co | CS | \$28.50 |
| 8950-01-E61-0101 | SPICE MIX, TACO, 6/23 oz co, 1 lb size co | CS | \$48.01 |
| 8950-01-E61-0102 | SPICE MIX, TACO, 6/24 oz co, 1 lb size co | CS | \$49.50 |
| 8950-01-E61-0099 | SPICE MIX, TACO, 6/9 oz co | CS | \$25.52 |
| 8950-01-E62-2182 | BASIL, SWT, LEAVES, WHL, 3/1.62 lb co | CS | \$42.12 |
| 8950-01-E60-9314 | BASIL, SWT, GRD, 6/12 oz co, 1 lb size co | CS | \$32.33 |
| 8950-01-E62-0148 | BAY LEAVES, WHL, 3/8 oz co | CS | \$34.98 |
| 8950-01-E62-0149 | BAY LEAVES, WHL, 6/2 oz co | CS | \$23.77 |
| 8950-01-E60-9471 | CINNAMON, GRD, 3/5 lb co | CS | \$45.56 |

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| 8950-01-E60-9469 | CINNAMON, GRD, 6/15 oz co | CS | \$22.69 |
| 8950-01-E60-9150 | CINNAMON, GRD, 6/16 oz co | CS | \$23.38 |
| 8950-01-E60-9470 | CINNAMON, GRD, 6/18 oz co | CS | \$24.79 |
| 8950-01-E60-9472 | CINNAMON, STICK, WHL, 2.75 in. lg, 6/8 oz co | CS | \$26.25 |
| 8950-01-E62-0111 | CUMIN, GRD, 6/16 oz co, 1 lb size co | CS | \$36.10 |
| 8950-01-E61-0104 | GINGER, GRD, 6/14 oz co | CS | \$37.10 |
| 8950-01-E61-0105 | GINGER, GRD, 6/15 oz co | CS | \$38.77 |
| 8950-01-E60-9152 | GINGER, GRD, 6/16 oz co | CS | \$38.78 |
| 8950-01-E61-8133 | OREGANO, LEAVES, WHL, 3/24 oz co | CS | \$45.13 |
| 8950-01-E61-8129 | OREGANO, LEAVES, WHL, 6/5 oz co | CS | \$27.71 |
| 8950-01-E61-0660 | OREGANO, GRD, 6/12 oz co | CS | \$34.49 |
| 8950-01-E60-9155 | PEPPER, CAYENNE, GRD, 6/14 oz co | CS | \$27.96 |
| 8950-01-E61-0106 | PEPPER, CAYENNE, GRD, 48/1.5 oz co | CS | \$38.26 |
| 8950-01-E61-0107 | PEPPER, CAYENNE, GRD, 6/16 oz co | CS | \$30.22 |
| 8950-01-E61-0108 | PEPPER, RED, GRD, 6/16 oz co, 1 lb size co | CS | \$30.22 |
| 8950-01-E60-9321 | PEPPER, WHITE, GRD, 6/18 oz co | CS | \$66.36 |
| 8950-01-E61-0664 | THYME, GRD, 6/12 oz co, 1 lb size co | CS | \$33.57 |
| 8950-01-E61-8136 | THYME, LEAVES, WHL, 6/6 oz co, 1 lb size co | CS | \$27.50 |
| 8950-01-E62-3530 | TARRAGON, LEAVES, WHL, 6/3.5 oz co | CS | \$34.39 |
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The following are local stock numbers (LSNs) for individual units of the MPL case spices:

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|--------------------|------------------------------------|--------------------|---|
| <u>LSN:</u> | <u>PRODUCT DESCRIPTION:</u> | <u>UOM:</u> | <u>F.O.B. Origin</u> <u>DLA Price:</u> |
| | | | |

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|------------------|---|----|---------|
| 8950-01-E62-3517 | ALLSPICE, GRD, 1/16 oz co (ind unit sale) | EA | \$6.79 |
| 8950-01-E62-3521 | CHIVES, CHOPPED, FREEZE DRIED, 1/1.35 oz co (ind unit sale) | EA | \$4.66 |
| 8950-01-E62-3511 | CILANTRO, FREEZE DRIED, 1/3.75 oz co (ind unit sale) | EA | \$5.00 |
| 8950-01-E62-3529 | CLOVES, GRD, 1/16 oz co (ind unit sale) | EA | \$14.67 |
| 8950-01-E62-3507 | FENNEL SEED, WHL, 1/14 oz co (ind unit sale) | EA | \$4.90 |
| 8950-01-E61-3475 | GARLIC, GRANULATED, California, 1/25 oz co, 1 lb size co (ind unit sale) | EA | \$7.84 |
| 8950-01-E62-3519 | MARJORAM, GRD, 1/11 oz co (ind unit sale) | EA | \$5.27 |
| 8950-01-E61-3230 | PEPPER, BLK, CRACKED, 1/16 oz plastic co (ind unit sale) | EA | \$10.57 |
| 8950-01-E61-3229 | PEPPER, BLK, CRACKED, 1/16 oz metal co (ind unit sale) | EA | \$12.01 |
| 8950-01-E61-3231 | PEPPER, BLK, CRACKED, 1/18 oz plastic co (ind unit sale) | EA | \$11.64 |
| 8950-01-E61-3232 | PEPPER, BLK, CRACKED, 1/18 oz metal co (ind unit sale) | EA | \$13.08 |
| 8950-01-E61-3236 | PEPPER, BLK, GRD, gourmet, 1/1.5 oz plastic co (ind unit sale) | EA | \$1.22 |
| 8950-01-E61-3246 | PEPPER, BLK, GRD, gourmet, 1/16 oz plastic co (ind unit sale) | EA | \$10.18 |
| 8950-01-E61-3226 | PEPPER, BLK, GRD, gourmet, 1/16 oz metal co, 1 lb size co (ind unit sale) | EA | \$11.66 |
| 8950-01-E61-3195 | PEPPER, BLK, GRD, gourmet, 1/18 oz plastic co (ind unit sale) | EA | \$11.64 |
| 8950-01-E61-3233 | PEPPER, BLK, GRD, gourmet, 1/18 oz metal co (ind unit sale) | EA | \$13.08 |
| 8950-01-E61-3237 | PEPPER, BLK, GRD, gourmet, 1/5 lb plastic co (ind unit sale) | EA | \$50.42 |
| 8950-01-E61-5054 | PEPPER, BLK, GRD, restaurant grind, 1/18 oz co (ind unit sale) | EA | \$11.85 |
| 8950-01-E61-3228 | PEPPER, BLK, WHL, 1/16 oz plastic co (ind unit sale) | EA | \$11.21 |
| 8950-01-E61-3227 | PEPPER, BLK, WHL, 1/16 oz metal co (ind unit sale) | EA | \$12.64 |
| 8950-01-E61-3235 | PEPPER, BLK, WHL, 1/18 oz plastic co (ind unit sale) | EA | \$12.32 |
| 8950-01-E61-3234 | PEPPER, BLK, WHL, 1/18 oz metal co (ind unit sale) | EA | \$13.76 |
| 8950-01-E62- | PEPPER, RED, CRUSHED, 1/12 oz co (ind unit | EA | \$5.03 |

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| 1981 | sale) | | |
| 8950-01-E62-3533 | POPPYSEED, WHL, blue, 1/20 oz co (ind unit sale) | EA | \$4.54 |
| 8950-01-E62-3509 | ROSEMARY, LEAVES, GRD, 1/11 oz co (ind unit sale) | EA | \$4.44 |
| 8950-01-E62-3515 | ROSEMARY, LEAVES, WHL, 1/6 oz co (ind unit sale) | EA | \$4.01 |
| 8950-01-E62-3513 | SAGE, RUBBED, 1/6 oz co (ind unit sale) | EA | \$4.68 |
| 8950-01-E62-1887 | ONION, GRANULATED, 1/18 oz co (ind unit sale) | EA | \$6.06 |
| 8950-01-E62-1980 | PEPPER, RED, CRUSHED, 1/3.25 lb co (ind unit sale) | EA | \$17.38 |
| 8950-01-E62-3525 | SPICE BLD, CARIBBEAN JERK, 1/18 oz co (ind unit sale) | EA | \$5.62 |
| 8950-01-E62-3527 | SPICE BLD, CHINESE FIVE SPICE, 1/16 oz co (ind unit sale) | EA | \$6.68 |
| 8950-01-E62-3523 | SPICE BLD, GARLIC & HERB, SALT FREE, 1/18 oz co (ind unit sale) | EA | \$6.05 |
| 8950-01-E61-3456 | SPICE BLD, ALL PURPOSE, W/O SALT, 1/10 oz co (ind unit sale) | EA | \$4.35 |
| 8950-01-E61-3457 | SPICE BLD, ALL PURPOSE, W/O SALT, 1/2.5 oz co (ind unit sale) | EA | \$1.88 |
| 8950-01-E61-3458 | SPICE BLD, ALL PURPOSE, W/O SALT, 1/20 oz co (ind unit sale) | EA | \$7.46 |
| 8950-01-E61-3459 | SPICE BLD, ALL PURPOSE, W/O SALT, 1/28 oz co (ind unit sale) | EA | \$9.63 |
| 8950-01-E61-3460 | SPICE BLD, ALL PURPOSE, W/O SALT, 1/6.75 oz co (ind unit sale) | EA | \$3.86 |
| 8950-01-E62-0154 | SPICE BLD, CAJUN STYLE, 1/22 oz co, 1 lb size co (ind unit sale) | EA | \$5.47 |
| 8950-01-E61-3491 | SPICE BLD, CANADIAN STYLE, FOR BEEF, 1/29 oz co, 1 lb size co (ind unit sale) | EA | \$11.56 |
| 8950-01-E61-3461 | SPICE BLD, CHILI PDR, dark, 1/16 oz co, 1 lb size co (ind unit sale) | EA | \$4.66 |
| 8950-01-E61-3464 | SPICE BLD, CHILI PDR, dark, 1/20 oz co, 1 lb size co (ind unit sale) | EA | \$5.32 |
| 8950-01-E61-3462 | SPICE BLD, CHILI PDR, light, 1/17 oz (ind unit sale) | EA | \$4.64 |
| 8950-01-E61-3463 | SPICE BLD, CHILI PDR, light, 1/18 oz (ind unit sale) | EA | \$4.80 |
| 8950-01-E60-9465 | SPICE BLD, CHILI PDR, light, 1/5 lb co (ind unit sale) | CS | \$24.00 |
| 8950-01-E61-3465 | SPICE BLD, CIN, MAPLE SPRINKLES, 1/30 oz co (ind unit sale) | EA | \$6.89 |

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| 8950-01-E62-2849 | SPICE BLD, CURRY PDR, W/O MSG, 1/16 oz co (ind unit sale) | EA | \$4.94 |
| 8950-01-E62-2847 | SPICE BLD, ITALIAN STYLE, 1/28 oz co (ind unit sale) | EA | \$15.92 |
| 8950-01-E61-6714 | SPICE BLD, ITALIAN STYLE, 1/6.25 oz co, 1 lb size co (ind unit sale) | EA | \$5.00 |
| 8950-01-E61-3469 | SPICE BLD, LEMON PEPPER, 1/28 oz co (ind unit sale) | EA | \$7.11 |
| 8950-01-E61-3468 | SPICE BLD, LEMON PEPPER, 1/27 oz co (ind unit sale) | EA | \$6.93 |
| 8950-01-E61-3481 | PEPPER, CAYENNE, GRD, 1/14 oz (ind unit sale) | EA | \$4.66 |
| 8950-01-E61-3467 | SPICE BLD, LEMON PEPPER, 1/26 oz co (ind unit sale) | EA | \$6.74 |
| 8950-01-E61-6715 | SPICE BLD, POULTRY, 1/12 oz co, 1 lb size co (ind unit sale) | EA | \$4.94 |
| 8950-01-E62-0117 | SPICE BLD, SANTA FE, 1/16 oz co, 1 lb size co (ind unit sale) | EA | \$7.10 |
| 8950-01-E61-3488 | SPICE MIX, TACO, w/o MSG, 1/11 oz co (ind unit sale) | EA | \$4.75 |
| 8950-01-E61-3489 | SPICE MIX, TACO, w/o MSG, 1/23 oz co, 1 lb size co (ind unit sale) | EA | \$8.00 |
| 8950-01-E61-3490 | SPICE MIX, TACO, w/o MSG, 1/24 oz co, 1 lb size co (ind unit sale) | EA | \$8.25 |
| 8950-01-E61-3487 | SPICE MIX, TACO, w/o MSG, 1/9 oz co (ind unit sale) | EA | \$4.25 |
| 8950-01-E62-1982 | BASIL, SWT, LEAVES, WHL, 1/1.62 lb co (ind unit sale) | EA | \$14.04 |
| 8950-01-E62-0109 | BASIL, SWT, GRD, 1/12 oz co, 1 lb size co (ind unit sale) | EA | \$5.39 |
| 8950-01-E61-9727 | BAY LEAVES, WHL, 1/2 oz co (ind unit sale) | EA | \$3.96 |
| 8950-01-E61-6717 | BAY LEAVES, WHL, 1/8 oz co, 1 lb size co (ind unit sale) | EA | \$11.66 |
| 8950-01-E61-3466 | CINNAMON, GRD, 1/15 oz co (ind unit sale) | EA | \$3.78 |
| 8950-01-E61-3470 | CINNAMON, GRD, 1/16 oz co (ind unit sale) | EA | \$3.90 |
| 8950-01-E61-3471 | CINNAMON, GRD, 1/18 oz co (ind unit sale) | EA | \$4.13 |
| 8950-01-E61-3472 | CINNAMON, GRD, 1/5 lb co (ind unit sale) | EA | \$15.19 |
| 8950-01-E61-3473 | CINNAMON, STICK, 2.75 in. lg, 1/8 oz co (ind unit sale) | EA | \$4.38 |
| 8950-01-E62- | CUMIN, GRD, 1/16 oz co (ind unit sale) | EA | \$6.02 |

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| 1985 | | | |
| 8950-01-E61-3476 | GARLIC, PDR, California, 1/16 oz co, 1 lb size co (ind unit sale) | EA | \$4.65 |
| 8950-01-E61-3477 | GARLIC, PDR, California, 1/5 lb co (ind unit sale) | EA | \$22.76 |
| 8950-01-E61-3474 | GARLIC, GRANULATED, California, 1/12 oz co (ind unit sale) | EA | \$4.42 |
| 8950-01-E61-3486 | GINGER, GRD, 1/14 oz co, 1 lb size co (ind unit sale) | EA | \$6.18 |
| 8950-01-E61-3485 | GINGER, GRD, 1/15 oz co, 1 lb size co (ind unit sale) | EA | \$6.46 |
| 8950-01-E61-3484 | GINGER, GRD, 1/16 oz co (ind unit sale) | EA | \$6.46 |
| 8950-01-E61-8132 | OREGANO, LEAVES, WHL, 1/24 oz co (ind unit sale) | EA | \$15.04 |
| 8950-01-E62-2848 | OREGANO, LEAVES, WHL, 1/5 oz co (ind unit sale) | EA | \$4.62 |
| 8950-01-E61-8128 | OREGANO, GRD, 1/12 oz co (ind unit sale) | EA | \$5.75 |
| 8950-01-E61-3478 | PAPRIKA, GRD, domestic, 1/16 oz co, 1 lb size co (ind unit sale) | EA | \$5.39 |
| 8950-01-E61-3479 | PAPRIKA, GRD, domestic, 1/4.5 oz co (ind unit sale) | EA | \$2.50 |
| 8950-01-E61-3480 | PEPPER, CAYENNE, 1/16 oz co (ind unit sale) | EA | \$5.04 |
| 8950-01-E61-3482 | PEPPER, CAYENNE, GRD, 1/1.5 oz co (ind unit sale) | EA | \$0.80 |
| 8950-01-E61-3483 | PEPPER, RED GRD, 1/16 oz co (ind unit sale) | EA | \$5.04 |
| 8950-01-E61-6726 | PEPPER, WHITE, GRD, 1/18 oz co (ind unit sale) | EA | \$11.06 |
| 8950-01-E61-6725 | THYME, GRD, 1/12 oz co, 1 lb size co (ind unit sale) | EA | \$5.60 |
| 8950-01-E61-8137 | THYME, LEAVES, WHL, 1/6 oz co, 1 lb size co (ind unit sale) | EA | \$4.58 |
| 8950-01-E62-3531 | TARRAGON, LEAVES, WHL, 1/3.5 oz co (ind unit sale) | EA | \$5.73 |
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| | | | |
| CW Resources | | | |
| 200 Myrtle Street, New Britain, CT 06053 | | | |

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|--|---|--------------------|---|
| POC: | Bill Blonski | | |
| Phone: | 860-893-0333 x713 | | |
| FAX: | 860-893-0254 | | |
| Email Address: | WBlonski@cwresources.org | | |
| LSN: | <u>PRODUCT DESCRIPTION:</u> | <u>UOM:</u> | <u>F.O.B. Origin</u> <u>DLA Price:</u> |
| 8955-01-E61-3688 | COFFEE, RST, grd, univ bld, 10/39 oz foil resealable co (Maxwell House) | CS | \$119.80 |
| 8955-01-E60-8859 | COFFEE, RST, grd, univ bld, 10/39 oz foil resealable co (RVP/S&D) | CS | \$116.13 |
| | | | |
| | | | |
| Transylvania Vocational Services (TVS) | | | |
| 11 Mountain Industrial Drive, P.O. Drawer 1115, Brevard, NC 28712 | | | |
| POCs: | Cathy McCraw / Nick Galante | | |
| Phone: | 828-884-9804 or 585-857-8106 | | |
| FAX: | 828-884-3102 | | |
| Email Address: | catherinem@tvsinc.org | | |
| | ngalante@tvsfood.com | | |
| LSN: | <u>PRODUCT DESCRIPTION:</u> | <u>UOM:</u> | <u>F.O.B. Origin</u> <u>DLA Price:</u> |
| 8920-01-E62-3505 | CAKE MIX, DEVIL'S FOOD, water prep, 6/5 lb bx | CS | \$48.37 |
| 8920-01-E62-3504 | CAKE MIX, GINGERBREAD, water prep, 6/#10 cn | CS | \$38.70 |
| 8920-01-E62-3503 | CAKE MIX, GINGERBREAD, water prep, 6/5 lb bx | CS | \$36.05 |
| 8920-01-E62- | PANCAKE/WAFFLE MIX, BUTTERMILK, | CS | \$22.10 |

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| 4195 | water prep, 6/5 lb bg | | |
| 8920-01-E62-4196 | PANCAKE/WAFFLE MIX, BUTTERMILK, water prep, leavening pkt, 6/#10 (4 LB) CN | CS | \$28.74 |
| 8920-01-E62-4193 | PANCAKE/WAFFLE MIX, REG, water prep, 6/5 lb bg | CS | \$23.24 |
| 8920-01-E62-4194 | PANCAKE/WAFFLE MIX, REG, water prep, leavening pkt, 6/#10 (4 LB) CN | CS | \$28.03 |
| 8920-01-E62-2147 | ROLL MIX, SWT, w/active dry yeast, water prep, TFF, 6/#10 cn | CS | \$29.77 |
| 8920-01-E62-1756 | ROLL MIX, SWT, w/active dry yeast, water prep, TFF, 6/5 lb bx | CS | \$27.59 |
| 8920-01-E62-1755 | ROLL MIX, CN, w/active dry yeast, water prep, TFF, 6/#10 cn | CS | \$29.77 |
| 8920-01-E62-1754 | ROLL MIX, w/active dry yeast, water prep, TFF, 6/5 lb box | CS | \$27.59 |
| DePaul Industries | | | |
| 2730 N Hayden Island Drive – Bldg. C, Portland, OR 97217 | | | |
| POCs: | Linda Weaklem | | |
| Phone: | 503-288-6507 Main Phone: 503-288-6500 | | |
| FAX: | 866-782-6624 | | |
| Email Address: | lweaklem@depaulindustries.com | | |
| | orders@depaulindustries.com | | |
| <u>LSN:</u> | <u>PRODUCT DESCRIPTION:</u> | <u>UOM:</u> | <u>F.O.B. Origin</u> <u>DLA Price:</u> |
| 8925-01-E62-1746 | ALMONDS, SHL, sl, blanched, US Fancy Gr, 6/2 lb bg | CS | \$80.29 |
| 8925-01-E62-1745 | ALMONDS, SHL, sl, natural, US Fancy Gr, 6/2 lb bg | CS | \$79.05 |
| 8925-01-E62-1747 | ALMONDS, SHL, slivered, blanched, US Fancy Gr, 6/2 lb bg | CS | \$89.16 |
| 8925-01-E62-1748 | WALNUTS, ENGLISH, SHL, halves & pieces, US No. 1 Gr, 6/2 lb bg | CS | \$104.33 |
| 8925-01-E62-1749 | WALNUTS, ENGLISH, SHL, halves & pieces, US No. 1 Gr, 6/2.75 lb bg | CS | \$132.15 |

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| | | | |
| KCARC, Inc. | | | |
| 2525 N. 6th Street, Vincennes, Indiana 47591 | | | |
| | | | |
| POCs: | Jennifer Parker / Bob Harbison | | |
| Phone: | 812-895-0059 | | |
| FAX: | 812-895-0064 | | |
| Email Address: | jparker@knoxcountyarc.com | | |
| | bharbison@knoxcountyarc.com | | |
| | | | |
| <u>LSN:</u> | <u>PRODUCT DESCRIPTION:</u> | <u>UOM:</u> | <u>F.O.B. Origin DLA Price:</u> |
| 8910-01-E62-2997 | MILK, NF, DRY, US Extra GR, fort w/Vit A&D, Gen Purpose, 6/#10 cn | CS | \$77.11 |
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8. REBATES/DISCOUNTS AND PRICE-RELATED PROVISIONS

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

(b) Definitions

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

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

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

the Early Payment Discount is an incentive to encourage payment earlier than the normal payment due date;

the Early Payment Discount is consistent with commercial practice;

the Early Payment Discount is routinely given by the manufacturer/growers/private label holders or redistributors to customers other than the Subsistence Prime Vendor (SPV) Contractor at the same discount rate and under the same conditions as provided to the SPV Contractor;

the Early Payment Discount is not established, requested, or negotiated for the purpose of avoiding giving DLA Troop Support a lower cost or a rebate or in exchange for a higher invoice price;

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

the Contractor actually made the required payment within the time period required to receive the discount.

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

the value-added services are services performed by the Contractor in accordance with commercial practice such as marketing (for example, sales volume incentives earned based on sales of significant quantities to other customers), freight management, consolidated warehousing, or quality assurance, or services providing similar value-added benefit to the manufacturers/growers/ private label holders or redistributors; and,

the income is retained in the normal course of its commercial business; and,

the income does not include manufacturer/grower/private label holder/redistributor-generated Government Rebates and Discounts; and,

the income is paid in exchange for services performed by the Contractor in accordance with commercial practice; and,

the income is properly included in one or more of the earned income categories identified by the offeror, as required in the Submission Requirements section of the Statement of Work.

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

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

9. CONTRACTOR PRICING - CONUS

A. Pricing will be based on the following formula:

$$\text{Contract Unit Price} = \text{Delivered Price} + \text{Distribution Price} - \text{Government Rebates and Discounts}$$

B. Definitions:

"Contract Unit Price" means the total price per unit charged to DLA TROOP SUPPORT for a product delivered to DLA TROOP SUPPORT's customers. The Contract Unit Price consists of three components: Delivered Price plus Distribution Price less Government Rebates and Discounts. The unit price sum of the three component prices shall be rounded up or down as applicable, to the nearest cent.

Delivered price:

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

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

Exception: A Redistributor’s price for a specific manufacturer/grower/private label holder’s product (SKU) may be used as long as the Redistributor’s price for the quantity ordered is equal to or lower than the manufacturer’s/ grower’s/ private label holder’s published price inclusive of Government Rebates and Discounts. Supporting documentation may be required.

Exception: Standard Freight may not apply to drop shipments and FOB Origin pickups.

The Delivered Price includes Standard Freight, meaning the published list price or prevailing market rate for transportation of subsistence and food service operating supplies, i.e. the transportation charge for delivery from the manufacturer/grower/private label holder to the SPV Contractor. This may include inter-division transfers between the SPV Contractor’s warehouses provided the Delivered Price (inclusive of standard freight) of a product at a given time is identical to the Delivered Price of the same product at the same time to other commercial customers in the SPV Contractor’s electronic purchasing system. In the event the SPV Contractor picks up product FOB Origin from

manufacturer/grower/ private label holder, or arranges for delivery transportation from a third party source other than the manufacturer/grower/ private label holder, the Standard Freight charge shall be based on market tariffs/conditions and shall not exceed the lesser of:
the manufacturer/grower/private label holder’s, or manufacturer/grower/private label holder’s carrier’s freight price normally payable by the SPV Contractor for inbound shipments of such products and quantities to the Contractor’s distribution point; or
an average price based on market conditions for freight in the same market for the same type of freight service for like products, shipping methods and quantities.

In rare circumstances, and only with the Contracting Officer’s written approval, the Contractor may use drop shipments, i.e. the product is shipped directly from the manufacturer/grower/private label holder to the customer without the Contractor taking possession. This may involve non-Standard Freight charges such as FedEx, UPS, or the US Postal Service. In such instances the Contracting Officer will determine price reasonableness on the Unit Price inclusive of freight. Likewise, occasionally the Government may elect to pick up product directly from a manufacturer/grower/private label holder/redistributor. In such instances the normal Standard Freight charge from the manufacturer/grower/private label holder/ redistributor to the Contractor will not apply.

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

Government Rebates and Discounts (defined elsewhere in the contract) include National Allowance Price Agreements (NAPA) and food show discounts. The Government will accept additional or greater Government Rebates and Discounts at any time. In accordance with other provisions of the contract (and subject to any exception in those provisions), all Government Rebates and Discounts on particular items which are reflected in the amounts shown on the face of the manufacturer's, grower's or private label holder's invoice (referred to as "off-invoice allowances") or designated to be given to the Contractor by the manufacturer, grower or private label holder, shall be passed by the Contractor to the Government, in the form of an up-front price reduction. The total of these Government Rebates and Discounts shall be reflected via a reduced Subsistence Total Order and Receipt Electronic System (STORES) price, resulting in a lower invoice price to the customer. Any Government Rebates and Discounts that must be passed to the Government and which cannot be applied as an up-front price reduction must be submitted via check payable to the US Treasury, with an attached itemized listing of all customer purchases by line item to include contract number, call number, purchase order number and CLIN number.

Distribution Price: "Distribution Price(s)" means the firm fixed price portion of the Contract Unit Price, offered as a dollar amount per unit of issue, rounded up or down to the nearest cent. The Distribution Price is the only method for the Contractor to bill the Government for all aspects of contract performance other than Delivered Price; including but not limited to, the performance requirements of the SOW for the applicable SPV solicitation and resulting contract. As detailed above in 2. (a), Delivered Price is distinct from and not to be included in the Distribution Price. For both drop shipments and pick-ups, the Contracting Officer may negotiate a reduced Distribution Price with the Contractor since the Contractor is not handling the product.

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

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

C. Price Adjustments:

All Ordering Catalog prices are subject to adjustment in accordance with the Economic Price Adjustment (EPA) clause of the contract. Only the Delivered Price component of the Contract Unit Price is subject to adjustment under the EPA clause. DLA TROOP SUPPORT will accept Contractor offered Delivered Price, Distribution Price, and Contract Unit Price reductions at any time.

All Ordering Catalog prices shall be fixed and remain unchanged through the contract first order week, and thereafter unless changed pursuant to the EPA clause of the contract or reduced by other price reduction provided by the Contractor. Price changes under the EPA clause shall be effective in

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accordance with the provisions of the EPA clause. All Ordering Catalog Contract Unit Prices in effect when an order is placed shall remain in effect for that order through delivery. DLA TROOP SUPPORT will be charged the Contract Unit Price at time of each order regardless of any changes in the Contract Unit Price resulting from application of the EPA clause that occur in any subsequent Ordering Week.

Erroneous prices in the Ordering Catalog will be dealt with in accordance with the provisions of the EPA clause.

10. CENTRAL CONTRACTS

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

11. DISTRIBUTION PRICE CATEGORIES

The items to be procured under this contract shall be broken down into separate food categories for purposes of proposing distribution prices. Offerors must utilize the Government’s food category listing below for their Distribution Prices. Each item in the Market Basket has been assigned a Distribution Price category by the Government; offerors must utilize the Distribution Price category assigned to each item in the Market Basket as part of their Price Proposal. All items within the same Distribution Price Category shall have the same Distribution Price portion of the Contract Unit Price. Distribution Prices shall be formatted to no more than two (2) places to the right of the decimal point, for example \$1.50. Distribution Prices must be based on the UOM as indicated for each category. Distribution Prices must be submitted with your Price Proposal .

NOTE: For any items that are delivered in individual units (i.e. breaking cases), the distribution price shall be pro-rated based on the number of individual units ordered/delivered.
 Example: a spice item is priced at \$1.50/case distribution price, and the product is packed 12 units per case. If a customer orders 1 container, the distribution price is prorated to \$0.13/container for that order.

Distribution Categories

| Category Number | Category Description | UOM |
|-----------------|---|-----|
| 1 | Beef, Raw, Cooked, Frozen/Chilled | LB |
| 2 | Poultry, Raw, Cooked, Frozen/Chilled | LB |
| 3 | Pork, Raw, Cooked, Frozen/Chilled | LB |
| 4 | Mixed meats, Luncheon Meats, Franks, Hot Dogs, Frozen/Chilled | LB |
| 5 | Lamb, Veal and Game, Raw, cooked - Frozen/Chilled | LB |

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| 6 | Seafood, including Fish and Shellfish, Raw, cooked, Frozen/Chilled | LB |
| 7 | Grocery products canned, jar, pouch, sleeve (example: non-meat, meat, fish, soups, sauces, salsa, gravy, brown gravy, bouillon, stock, fruits, vegetables, dry milk - to include baby food) | CS |
| 8 | Fruits and Vegetables, Frozen and Chilled – including further processed refrigerated | CS |
| 9 | Frozen /Chilled Entrees (example: Cordon Bleu, Chicken Kiev, Stuffed Chicken Breasts, Stuffed Pork Chops, Appetizers, Pizza, Burritos, Corn Dogs, Pizza Toppings, Pancakes, French Toast, French Fries, Onion Rings, Hash Browns, Tater Tots, Vegetarian/Vegan - Veggie Burger, Breads, Doughnuts/Cookies/Baked Pretzels, Danish, Pastries, Muffins, Bagels, Loafs, Rolls, Biscuits, Cookie Dough, Pizza Crust, Tortillas, Pie Shells, Bread Dough, Turnovers, Cheesecakes, Cobblers, Specialty Cakes, Cakes, Pies and Other Related Products) | CS |
| 10 | Snack Foods, Baked Goods, Chips/Pretzels (example: Cookies, Crackers, Granola Bars, Energy bars, Toaster Pastries, Snack Cakes, Potato Chips, Corn Chips, Pretzels, Wheat Chips, Popcorn, and other related products) | CS |
| 11 | Confectionary, (example: Candy, Chocolate, Chewing gum, Marshmallows) | CS |
| 12 | Cereal, cold, hot - ready to eat (example: Corn Flakes, Oatmeal, Grits) - to include baby food | CS |
| 13 | Dry Goods, (example: Dry Pasta, Rice, Beans, Bread Crumbs, Corn Meal, Baking Chips, Stuffing, Dry Soups, Croutons, Ice Cream Cones, Taco Shells, Imitation Bacon Bits, Sunflower Seeds, Dried Fruit, Nuts, Coconut, Raisins, Sugars, Low Calorie Sweeteners, Gelatin/Pudding/Desert Mixes, Powdered Creamer, Shelf Stable Creamer, Flour, Corn Starch, Baking Soda, Baking Powder, Yeast, Baking Mixes, Brownie Mix, Roll Mix, Bread Mix, Pancake Mix, Cake Mix, Powder Mixes, Soft Serve Ice Cream, Milk Shake, Frozen Yogurt Mix and other related products) CS Product only | CS |
| 14 | Dry Goods, (example: Rice, Beans, Bread Crumbs/Mix, Corn Meal, Baking Chips, Stuffing, Imitation Bacon Bits, Nuts, Sugars, Flour, Baking/Cake Mixes, and other related products) – Institutional/Bulk size only | LB |
| 15 | Meal Kits, Heater Meals, Sandwich kits | CS |
| 16 | Jams, Jellies, Peanut Butter, Preserves, Honey, Syrups, Icings, Pie Fillings Puddings, Gelatins, Cherries Maraschino, Fruit Toppings, Caramel Topping, Fudge Topping, Sprinkles, Dressings, Processed Grated Parmesan, Olives, Pickles, Relish, Mayonnaise, Mustard, Ketchup, Hot Sauce and Other Condiment Related Products Shortenings, Food Oils, Cooking Spray, vinegar, Cooking Wine, Sherry (except Portion controlled) | CS |
| 17 | Portion Controlled Items, Up to 500 Count Case, Refrigerated or Non-Refrigerated, (example: Jams, Jellies, Peanut Butter, Preserves, Honey, Syrups, Toppings, Dressings, Relish, Mayonnaise, Mustard, Ketchup, Sauces, Dessert Related Products, Hot Sauce, Gelatins, Puddings, Salt and Pepper Packets, Butter/Margarine Spread, Sugars, Low Calorie Sweeteners, Powdered Creamer and Shelf Stable Creamer - individual packets/cup, Coffee, Tea, Cocoa, Hot Chocolate, and Beverage Base Powder – Beverage Powders, individual portion, {example: Sports Drinks, Pink Lemonade, Iced Tea Mix energy and Other | CS |
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| | beverage powder flavors}, and Other Condiment Related Products | |
| 18 | Portion Controlled Items, 501 to 999 Count Case, Refrigerated or Non-Refrigerated, (example: Jams, Jellies, Peanut Butter, Preserves, Honey, Syrups, Toppings, Dressings, Relish, Mayonnaise, Mustard, Ketchup, Sauces, Dessert Related Products, Hot Sauce, Gelatins, Puddings, Salt and Pepper Packets , Butter/ Margarine Spread, Sugars, Low Calorie Sweeteners, Powdered Creamer and Shelf Stable Creamer - individual packets/cup, Coffee, Tea, Cocoa, Hot Chocolate, and Beverage Base Powder – Beverage Powders, individual portion, {example: Sports Drinks, Pink Lemonade, Iced Tea Mix energy and Other beverage powder flavors}, and Other Condiment Related Products | CS |
| 19 | Portion Controlled Items, 1000 to 3000 Count Case, Refrigerated or Non-Refrigerated, (example: Jams, Jellies, Peanut Butter, Preserves, Honey, Syrups, Toppings, Dressings, Relish, Mayonnaise, Mustard, Ketchup, Sauces, Dessert Related Products, Hot Sauce, Gelatins, Puddings, Salt and Pepper Packets, Butter/Margarine Spread, Sugars, Low Calorie Sweeteners, Powdered Creamer and Shelf Stable Creamer - individual packets/cup, Coffee, Tea, Cocoa, Hot Chocolate, and Beverage Base Powder – Beverage Powders, individual portion, {example: Sports Drinks, Pink Lemonade, Iced Tea Mix energy and Other beverage powder flavors}, and Other Condiment Related Products | CS |
| 20 | Portion Controlled Items, > 3000 Count Case, Refrigerated or Non-Refrigerated, (example: Jams, Jellies, Peanut Butter, Preserves, Honey, Syrups, Toppings, Dressings, Relish, Mayonnaise, Mustard, Ketchup, Sauces, Dessert Related Products, Hot Sauce, Gelatins, Puddings, Salt and Pepper Packets , Butter/ Margarine Spread, Sugars, Low Calorie Sweeteners, Powdered Creamer and Shelf Stable Creamer - individual packets/cup, Coffee, Tea, Cocoa, Hot Chocolate, and Beverage Base Powder – Beverage Powders, individual portion, {example: Sports Drinks, Pink Lemonade, Iced Tea Mix, energy and Other beverage powder flavors}, and Other Condiment Related Products | CS |
| 21 | Salads, Prepared, Chilled/Fresh (example: Mixed Greens, Potato Salad, Egg Salad, Tuna Salad, Cole Slaw, Macaroni Salad) | CS |
| 22 | Spices, Seasonings, Salt & Pepper, Spice Blends, Herbs, Flavorings, Extracts and Food coloring | CS |
| 23 | Beverages, Dispenser Required/Bag in Box (example: Soda, Sports Drinks, Juice, Nectar, vegetable, Coffee, Tea, Chocolate, Mixes, Liquid, Soft Serve Ice Cream/Yogurt, Milk Shake and other related products) to include concentrates | CS |
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| | | |
|----|--|----|
| 24 | Beverages, other than BIB (example: Soda, Sports Drinks, Juices, Nectar, vegetable, Coffee, Tea, Chocolate , baby formula, Flavored Water, Energy Drinks, shelf stable - Dairy, UHT, Nutritional Supplements, Dietetic and Other Related Products) to include concentrates | CS |
| 25 | Beverage, Chill/Frozen – (example: Dairy, UHT, ESL, Nutritional Supplements, Dietetic Products, Juices, Nectar, vegetable) | CS |
| 26 | Beverage Base, Powder, other than individual portion count (example: Sports Drinks, Juices, Coffee, tea, Chocolate, baby formula, Pink Lemonade, Iced Tea Mix ,energy drinks and Other Drink Related Products) | CS |
| 27 | Water – 12 Count Case and below, (example: Natural Spring, Purified, Distilled) | CS |
| 28 | Water – 13 to 24 Count Case, (example: Natural Spring, Purified, Distilled) | CS |
| 29 | Water – 25 to 34 Count Case, (example: Natural Spring, Purified, Distilled) | CS |
| 30 | Water – 35 Count Case and above, (example: Natural Spring, Purified, Distilled) | CS |
| 31 | Eggs - shell, Fresh | CS |
| 32 | Egg Product, Liquid, Frozen or Chilled | CS |
| 33 | Ice Cream and Ice cream Novelties (example: bulk, Cones, Sandwiches, Ice Pops, Fruit Bars) | CS |
| 34 | Dairy Products: (example: Cheese, Butter, Margarine, Spreads, Yogurt, Sour Cream, Liquid Creamers, Milk and Other Fresh Dairy Related Products) | CS |
| 35 | Bakery Products, Fresh (example: Bread, Rolls) | LB |
| 36 | Fresh Fruits and Vegetables (FF&V) | CS |
| 37 | Non-Food products -Food Service Operating Supplies (FSOS) | CS |
| 38 | Ice (cubed or cylindrical) | LB |

12. NATIONAL ALLOWANCE PROGRAM AGREEMENT (NAPA) DISCOUNTS

Definitions:

Agreement Holder: The supplier or manufacturer that has agreed to offer discounts to DLA TROOP SUPPORT on product under DLA TROOP SUPPORT Prime Vendor contracts.

National Allowance Program: The program implemented by the DLA Troop Support to maximize the leverage of DLA TROOP SUPPORT’s buying power and reduce the overall delivered price under Prime Vendor contracts to the customers of DLA Troop Support.

National Allowance Program Agreements (NAPAs): The agreements between DLA Troop Support and suppliers/manufacturers that identify product category allowances. These allowances or discounts apply only to the delivered/invoice price of the product. The NAPA does not affect the Contractor’s distribution price in any way.

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

Under the NAPA Program, Agreement Holders will:

Authorize and consent to allow the Contractor(s) to distribute covered products to ordering activities under the Prime Vendor Program.

Offer discounts on the delivered price of the product ordered under Prime Vendor contracts, whereby the price to the customer includes the discount. The discounted price is the price that will be submitted via the 832 catalog transaction.

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

Under a contract resulting from this solicitation:

Within five (5) working days from notification of award, the awardee will contact Margaret Conforto, Program Manager, NAPA Team, 215-737-8461. The NAPA Team will provide general instructions and a password to access the allowances on the NAPA website.

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

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

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

The required information shall be formatted into a flat ASCII data file.

The data file shall be submitted electronically via FTP to <ftp://ftp.one2oneus.com>. To obtain a username and password please contact the contracting officer.

File naming convention of `yyyymmdd[xxxx].txt` should be used when transferring a data file to the ftp site. Where `xxxx` can be used to keep data file names unique if transmitting more than once per day.

The information shall be submitted weekly.

The content of the data file includes a recap of all invoices submitted under all contracts of the prime vendor program for the previous week. The contents of the data file shall include all the information shown in the chart below.

Tracking Program Data Chart:

| | No | Field Name | Field Description | Width | Format |
|------------|----|------------|---|-------|-------------------|
| HEAD ER | 0 | TRANSDATE | Transaction System Date | 10 | MM/DD/YYYY |
| | 1 | CONTNO | Prime vendor DLA TROOP SUPPORT Contract Number | 13 | Alpha- Numeric |

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| | | | | | |
|----------------------|-------------------|---------------|--|--------|---------------|
| | 2 | PONO | Customer Purchase Order Number | 14 | Alpha-Numeric |
| | 3 | INVNO | Prime vendor Invoice Number | 8 | Alpha-Numeric |
| | 4 | INVDATE | Prime vendor Invoice Date | 10 | MM/DD/YYYY |
| | 5 | SHIPDATE | Prime vendor Ship Date | 10 | MM/DD/YYYY |
| | 6 | RELEASENO | PO Release Number/Call | 4 | Alpha-Numeric |
| | SHIPPING LOCATION | 7 | DODAACNO | DODAAC | 6 |
| 8 | | CUSTNO | Prime vendor Customer Number | 15 | Alpha-Numeric |
| 9 | | SHIPTONAME | Prime vendor Ship to Name | 80 | Alpha-Numeric |
| 10 | | SHIPTOADD1 | Prime vendor Ship to Address1 | 50 | Alpha-Numeric |
| 11 | | SHIPTOADD2 | Prime vendor Ship to Address 2 | 50 | Alpha-Numeric |
| 12 | | SHIPTOCITY | Prime vendor Ship to City | 50 | Alpha-Numeric |
| 13 | | SHIPTOSTATE | Prime vendor Ship to State | 20 | Alpha-Numeric |
| 14 | | SHIPTOZIP | Prime vendor Ship to Zip | 20 | Alpha-Numeric |
| 15 | | SHIPTOCOUNTRY | Prime vendor ship to country | 25 | Alpha-Numeric |
| QTY ITEM INFORMATION | 16 | PARTNO | Prime vendor Product Part Number | 25 | Alpha-Numeric |
| | 17 | NSN | Government NSN Number | 13 | Alpha-Numeric |
| | 18 | MFGSKU | Manufacturer SKU | 20 | Alpha-Numeric |
| | 19 | MFGUPC | Manufacturer UPC | 20 | Alpha-Numeric |
| | 20 | MFGNAME | Manufacturer Name or Manufacturer Brand Label Name | 80 | Alpha-Numeric |
| | 21 | PVDESC | Prime vendor Product Description | 100 | Alpha-Numeric |
| | 22 | CWITEM | Catch weight Item? (Y/N) | 1 | Y or N |
| | 23 | UNITWT | Case net weight | 12 | S999999.9999 |
| | 24 | WUOM | Case net weight unit of measure | 3 | Alpha |
| | 25 | PACKAGE | Packaging description | 35 | Alpha |
| | 26 | QTYINV | Quantity Invoiced / Returned – A negative is a return! | 12 | S999999.9999 |

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| | | | | | |
|-------------|------------|--------------|--|----------------------------|--------------|
| | 27 | QTYUOM | Quantity invoiced unit of measure | 3 | Alpha |
| PRICE | 28 | UNITPRC | Unit price | 12 | S999999.9999 |
| | 29 | UNITPRCUOM | Unit price unit of measure | 3 | Alpha |
| | 30 | UNITPRCCONV | Unit price conversion | 12 | S999999.9999 |
| | 31 | EXTPRICE | Extended price | 12 | S999999.9999 |
| | NAPA ALLOW | 32 | UNITALLOW | Napa unit allowance amount | 12 |
| 33 | | ALLOWUOM | Napa unit allowance unit of measure | 3 | Alpha |
| 34 | | ALLOWCONV | Napa unit allowance conversion | 12 | S999999.9999 |
| OTHER ALLOW | 35 | OTHALLOW | All other allowances | 12 | S999999.9999 |
| | 36 | OTHALLOWUOM | All other allowances unit of measure | 3 | Alpha |
| | 37 | OTHALLOWCONV | All other allowances conversion | 12 | S999999.9999 |
| MARKUP | 38 | MARKUP | Prime vendor unit distribution price | 12 | S999999.9999 |
| | 39 | MARKUPUOM | Prime vendor unit distribution price unit of measure | 3 | Alpha |
| | 40 | MARKUPCONV | Prime vendor unit distribution price conversion | 12 | S999999.9999 |
| COST | 41 | LANDCOST | Prime vendor landed cost | 12 | S999999.9999 |
| | 42 | LANDCOSTUOM | Prime vendor landed cost unit of measure | 3 | Alpha |
| | 43 | LANDCOSTCONV | Prime vendor landed cost conversion | 12 | S999999.9999 |

General Notes concerning formatting fields of data.

ALPHA-NUMERIC fields are to be left justified and padded with spaces to fill up the required field width.

DATE fields are to be formatted according to the following: MM/DD/YYYY. The slashes are included in the data value.

NUMERIC fields are to be formatted as specified and can be right or left justified. Leading zeros are not required but are allowed. Sign must be in front of leftmost number. Trailing spaces are allowed.

The following examples are VALID: "-0000123.4500" "-123.4500" or "-123.45." The following are NOT valid: "- 123.4500" "+123.4500" or "123.4500-."

Field specific notes concerning data content and formatting. Ordered according to field number within chart above.

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Computer system transaction date. The date the transaction was created. This critical field is required to ensure that each week's transmission does not overlap and/or overlook any data. If your organizations data does not allow back dated or future dated invoice dates, then you can use the invoice date for this field.

Your DLA TROOP SUPPORT Contract Number (e.g. SP030098D1234) Matching 850/810 EDI document

The Military Base's Purchase Order Number (e.g. FT906880631234) Matching 850/810 EDI document.

Your invoice number. (e.g. 00012356) Matching 810 EDI document

Your invoice date. (e.g. 31 Jan 2005 = 01/31/2005) Matching 810 EDI document.

Ship date. (e.g. 31 Jan 2005 = 01/31/2005)

Release Number/Call Number from the originating Purchase order (e.g. 063A) Matching 850/810 EDI document.

Department of Defense Activity Address Directory. (e.g. FT9068) Matching 850/810 EDI document.

Contractor assigned customer number. (e.g. 00020)

Ship to location name. Please provide full description of the location. (e.g. FT BLISS/DINING HALL C)

Address line 1 of ship to name.

Address line 2 of ship to name.

City name of ship to name.

State of ship to name.

Zip code of ship to name if applicable

Country of ship to name.

Contractor's part number of the product that shipped. All leading zeros are required. All characters such as dashes are also required if the vendor uses the character in their part number identifier. (e.g. 0012345-24567V) This correlates to the part number submitted on the 810 invoice document.

This field represents National Stock Number assigned by DLA TROOP SUPPORT also known as the Customer Part Number. (e.g. 891500E210123)

Manufacturer's/Supplier's part number of the product. All leading zeros are required. All characters such as dashes are also required if the manufacturer uses the character in their part number identifier. (e.g. 12345)

Manufacturer's UPC or SCC number of the product. The UPC should be formatted as a UPC or SCC. (e.g. 0-54321-12345-9 or 001-54321-12345-9) If your system does not provide the check digit it may be omitted.

This field needs to identify the manufacturer (not necessarily the supplier) of the product. Please indicate the manufacturer or brand name or some code indicating the same. If you use a code please provide an additional listing of those codes and their description. Please note, this is the manufacturer of the product not necessarily who supplied you the product.

This field represents Contractor product description. (e.g. CRACKERS 5/1 LB)

This is a flag indicating if the item is a catch weight item. (e.g. "Y")

This is the case net weight of the product shipped. (e.g. 000022.4500)

This is the case net weight unit of measure. (e.g. "LB")

This field represents the packaging description. (e.g. 6 - 5 LB PER CASE)

This field represents quantity invoiced. (e.g. 2 units = 000002.0000)

This field represents unit of measure of quantity invoiced in field 26 (e.g. CS or LB)

This field represents the unit price (e.g. 000019.99)

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This field represents the unit price unit of measure (e.g. LB)

This field represents the unit price conversion factor to quantity unit of measure (field 28). (e.g. 000020.0000) If field 28 is "CS" then this means there are 20 pounds in each case.

This field represents the Extended Price charged for the Quantity Invoiced in field 27. (e.g. \$39.98 = 000039.9800) This is typically calculated by multiplying field 26 times field 28 if field 27 equals field 29.

This is the off-invoice allowance amount. It can be found in the NAPA table. If the product is not subject to a NAPA allowance then please set this field to zero. (e.g. 0000000.3500)

This is the allowance unit of measure for field 32. It can be found in the NAPA table. If the product is not subject to a NAPA allowance then please leave this field blank. (e.g. CS or LB)

This field represents allowance unit of measure conversion factor which is conversion from field 33 to field 27.

All other allowances dollar amount. Such as food show allowances, etc.

Unit of measure for field 35.

All other allowance unit of measure conversion factor which is conversion from field 36 to field 27.

For each item, provide the applicable markup amount. As previously negotiated with DLA TROOP SUPPORT, you have assigned a markup amount to each food category or to each item. This amount should correspond to the unit of measurement of field 27. This is required in order to insure that a NAPA allowance was provided off-invoice.

This field represents unit of measure for field 38.

This field represents Contractor unit distribution price unit of measure conversion factor which converts from field 39 to 27.

This field represents Contractor landed cost for the item shipped. (e.g. 0000002.5000)

This field represents Contractor landed cost unit of measure. (e.g. CS or LB)

This field represents Contractor landed cost conversion factor which converts from field 42 to 27.

13. BRAND NAME ITEMS

Based on the ordering habits of the customers listed in this solicitation, the current Market Basket and total STORES 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.

14. BEVERAGE DISPENSERS

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

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

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inspections, as required, and upon notice of the customer of a problem on each dispensing system.

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

15. GUARANTEED CASE MINIMUM / NEW ITEMS

The Contractor shall be required to catalog and supply any item required by customers provided the total order quantity for that product for all contract customers is at a minimum rate of 20 cases per month.

The Contractor shall source and add new items to the catalog within a maximum 45 days for new suppliers (or 21 days for existing suppliers) of notification of the Contracting Officer's approval of price reasonableness. The Contractor must notify DLA Troop Support and the requesting activity when new items are available for distribution. The Contractor will be responsible for notifying the Contracting Officer on a monthly basis if any catalog item is not meeting the twenty (20) case monthly usage minimum so that the item may be considered for deletion.

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

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

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

II. PACKAGING AND LABELING/MARKING

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

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

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

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seafood should be vacuum packed when practicable. In all instances the packaging must protect the product from freezer burn and contamination.

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

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

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

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

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

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

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

If processing/production/packaging of the item occurred in more than one establishment/vessel, documentation for each item must also be maintained/provided. These records must maintain traceability of the item to the extent that a lot number/DOP/Code Date of an item can be traced back to the original manufacturers/producers of an end item. The manufacturer/producer and/or the Contractor's item label shall clearly identify the item(s) shelf

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life information (using an open code date) on the exterior of each case. In addition, the Contractor must maintain records of quantities and when and where the re-packaged/re-labeled item(s) were shipped. The Contractor must be able to show/provide DLA TROOP SUPPORT-FTSB's Quality Auditors the documentation for samples selected during Prime Vendor Product Quality Audits or unannounced Quality Systems Management Visits (QSMVs). It is the Contractor's responsibility to notify and ensure their suppliers understand and comply with this requirement.

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

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

III. INSPECTION AND ACCEPTANCE

1. CONTRACTOR'S QUALITY ASSURANCE PROGRAM

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

Standardized product quality;

Wholesome product by veterinary standards

The usage of First-In, First-Out (FIFO) principles and/or First-Expired, First-Out (FEFO);

Product shelf life managed and monitored (by date of pack/production of the item);

Items are free of damage;

Correct items and quantities are selected and delivered;

Ensure requirements of the Berry Amendment are met;

Customer satisfaction is monitored;

Product discrepancies and complaints are resolved and corrective and preventive action is initiated;

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Manufacturer, FDA, or DoD initiated food recalls are promptly reported to customers and DLA TROOP SUPPORT;

Compliance with EPA and OSHA requirements;

Distressed or salvaged items or products shall not be used;

Applicable food products delivered originate from a source listed as a Sanitarily Approved Food Establishment for Armed Forces Procurement and/or listed in the USDA-AMS Good Agricultural Practices (GAP) Verification Directory or the USDA-AMS Good Handling Practices (GHP) Verification Directory for fresh fruits and vegetables, as applicable. Bulk Fresh fruits and vegetables suppliers must be inspected and listed under the USDA-AMS GAP and/or the GHP Directory.

Hazard Analysis and Critical Control Point (HAACP), if applicable;

Commercial standards are used to maintain temperatures appropriate for individual items.

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

2. POINT OF INSPECTION AND ACCEPTANCE

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

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

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

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

3. PRODUCT QUALITY & SHELF LIFE REQUIREMENTS

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

Shelf life requirements:

For annual pack items, products shall be from the latest seasonal pack available, and shall not be older than one year from Date of Pack/Production Date upon receipt at the Contractor facility or the immediate prior year's pack during brief "carry-over" periods in accordance with commercial practice, unless approved in advance by the Contracting Officer.

For items produced with shelf life greater than 90 days, no product shall be delivered to customers with less than 30 days manufacturer's original shelf life remaining unless the customer grants prior written approval to the Contracting Officer who will in turn notify the Contractor.

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

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

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

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

The Contractor submits written notification to the customer regarding over aged product and request customer agreement to receive the product if it is approved for extension by DLA TROOP SUPPORT and Vet Services.

The Contractor submits the extension request paperwork to include Customer agreement, NSN, Item Description, # of Cases, Dollar Value, Price Reduction Offered, Reason/Justification for the request, Manufacturer Letter of Extension, Manufacturer's original expiration date, and Manufacturer's extended expiration date to the Contracting Officer for review/concurrence.

The Contracting Officer as designated, replies to the Contractor with accept/reject of the submitted package and go or no-go for the Vet inspection request.

Vets inspect product (in accordance with their list of priorities) to see if it is wholesome and of adequate quality (consideration should be given to the length of the extension guarantee before Vet approval is granted).

Items that are approved by the Military Inspection Services (Veterinarian/medical personnel) are used by the Contractor.

Level of Product Quality:

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

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

Identical for portion/package size and units per pack.

Equivalent in respect to grade or fabrication.

4. SHELF LIFE REQUIREMENTS FOR DAIRY PRODUCTS

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

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

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

5. ACCEPTANCE REQUIREMENTS FOR FROZEN ITEMS

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

Packages must be solid, not soft, upon arrival;

Container and wrapping must be intact and in a solid condition;

Packages must be free of drip and show no evidence of thawing and re-freezing (i.e. watermarks on boxes; off odor) or dehydration.

Cello wrapped packages must not be discolored or show other signs of freezer burn.

6. WARRANTIES

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

7. REJECTION PROCEDURES

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

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

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

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

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

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

8. FOOD DEFENSE

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

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Food Defense as described by the Food & Drug Administration (FDA) at www.fda.gov/Food/FoodDefense/.

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

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

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

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

Employee Identification

Background checks where applicable

Control of access to plant facility, gates and doors at the facility

Internal Security

Training and security awareness

Product Integrity

Transportation Security

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

9. WAREHOUSING AND SANITATION PROGRAM/STORED PRODUCT PEST MANAGEMENT

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

10. PRODUCT SANITARILY APPROVED SOURCE REQUIREMENTS

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

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

Sanitarily Approved Sources Links:

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| USDA Meat, Poultry and Egg Product Inspection Directory http://www.fsis.usda.gov/wps/portal/fsis/topics/inspection/mpi-directory □ |
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| USDA-AMS Marketing Service - Poultry http://www.ams.usda.gov/poultry/grading.htm |
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| United States Army Public Health Command http://phc.amedd.army.mil/topics/foodwater/Pages/default.aspx |
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| FDA Interstate Milk Shippers List http://www.fda.gov/Food/GuidanceRegulation/FederalStateFoodPrograms/ucm2007965.htm |
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| USDA-AMS Marketing Service - Dairy |
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| http://www.ams.usda.gov/dairy/dypubs.html |
| United States Department of Agriculture (USDA) Dairy Plants Surveyed and Approved for USDA Grading Service. http://apps.ams.usda.gov/dairy/ApprovedPlantList/ |
| Food and Drug Administration (FDA) Interstate Certified Shellfish Shippers List ICSSL http://www.fda.gov/Food/GuidanceRegulation/FederalStateFoodPrograms/ucm2006753.htm |
| FDA Pasteurized Milk Ordinance (2007 Revision) http://www.fda.gov/food/guidanceregulation/guidancedocumentsregulatoryinformation/milk/ucm063876.htm |
| ARMY Publishing Directorate http://www.apd.army.mil |
| DLA Troop Support Food Defense Checklist http://www.troopsupport.dla.mil/subs/fs_check.pdf |
| USDA Meat, Poultry and Egg Product Inspection Directory http://www.fsis.usda.gov/wps/portal/fsis/topics/inspection/mpi-directory |
| U.S. Department of Commerce (USDC), Sanitarily Approved Fish Establishments http://www.seafood.nmfs.noaa.gov/Approved_Facilities.html |
| Dairy Plants Surveyed and Approved for USDA Grading Service http://www.ams.usda.gov/AMSV1.0/getfile?dDocName=STELPRD3641022 |

11. PRIME VENDOR QUALITY SYSTEMS MANAGEMENT VISITS AND AUDITS
A. QUALITY SYSTEMS MANAGEMENT VISITS (QSMVs)

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

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

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

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

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

B. PRIME VENDOR PRODUCT QUALITY AUDITS:

Basic Audits

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

Contractor adherence to contract requirements

The quality level of the materials supplied is satisfactory and uniform throughout the DLA TROOP SUPPORT-FT Prime Vendor Regions.

There is no product misrepresentation or unapproved substitution.

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

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

NOTE:

Since there is no destructive sampling performed during a QSMV, there is no cost of product associated with QSMVs.

The Government reserves the right to conduct an unannounced QSMV in lieu of an initial audit or other audit during the base period and/or any option periods if deemed in the best interest of the Government.

Audit Process

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

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

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

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

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

Upon arrival at the Contractor's facility (day one), the Lead Auditor will provide a list of items identified for evaluation and the samples will be selected by a USDA-AMS Auditor. The Lead Auditor will accompany the USDA-AMS during the performance of the GAP/GHP Audits. Items selected for evaluation will be segregated from the Contractor's regular inventory and appropriate procedures shall be used to maintain the integrity of the samples. Evidence that the Contractor has replaced or tampered with samples, or otherwise interfered with the audit samples and/or audit process will result in the Contractor failing the audit.

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

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

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

PRIME VENDOR PRODUCT AUDIT RATINGS (COLOR CODE RATING SYMBOLOGY)

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

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

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

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

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

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

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

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NOTES:

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

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

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

3. Prime Vendor Audit Preparation

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

Freezer storage area to store samples selected;
Chill area for tempering product for approximately 10 + pallets;
Tables for conducting the audit and demonstration;
Sinks/wash area equipped with sanitizing soap for cleaning knives and equipment;

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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/Test Weights: One digital portion scale able to record product weights in both ounces and grams and capable of measuring down to the nearest hundredth is preferable, and a set of test weights with a recommended weight range of 1.0 ounce to 1 pound; and, one scale able to record product weights for full cases with an approximate weight range of 0 -100 lb. and capable of measuring down to the nearest tenth is preferable and a 25 lbs. test weight;
A minimum of 10 large flat baking sheet pans, plastic trays or some type of tubs to place thawed meats;
Cart to move samples around;
Cutting boards (two or three);
Large trash cans with bags;
Power hook-up for 3-4 computers;
Access to a copy machine;
Small box for ground beef samples (Approx. 10 oz.) and dry ice or cold packs for mailing;
Miscellaneous supplies: Paper towels; large heavy-duty plastic trash bags; one-gallon zip-lock storage bags (for microwave cooking); one box of large latex gloves; paper flip chart/easel with markers (RED, BLUE, ORANGE, GREEN, BLACK); cellophane tape; binder clips; and a stapler; and
Optional but considered highly desirable: Cloth towels and floor covering to maintain clean and sanitary floor areas.

The Contractor may be asked to provide a digital camera with date and time stamp capabilities and a person to take the digital pictures during the audit. If applicable, a copy of the time and date stamped pictures shall be E-Mailed to the DLA TROOP SUPPORT Lead Auditor at the conclusion of the audit. A separate E-Mail shall be submitted to the DLA TROOP SUPPORT Lead Auditor for each food class within a Contractor's catalog which has been audited (Meat, Poultry, Seafood and Processed Products, and other items as deemed appropriate). The destination E-Mail address of the DLA TROOP SUPPORT Lead Auditor will be provided during the audit.

4. Sample List/Selection of Samples

The DLA Troop Support –FTSB Lead Auditor will provide a list of sample items upon arrival at the Contractor's facility. Two samples for each item will be selected. A pick list/picker stickers, six month velocity or usage report, and an on-hand inventory quantity report (i.e. number of cases on hand) should be developed for each item after receipt of the list. Warehousing assistance will be required to pull and prepare samples for the audit. Assistance with moving samples from the storage areas to the audit area and also continuous removal of items after review will be required on audit days. Some samples will require tempering/thawing. An area will need to be provided for the sample tempering process with a capacity for at least 10 or more single layer pallets side by side. In order to rapidly temper these items the warmest area at the facility will be needed. Upon tempering the items will need to be placed in a chilled environment. All samples must be stored in controlled conditions to protect from abuse or tampering. Samples of product may be sent for lab testing to ascertain wholesomeness and safety of a product if determination cannot be made by normal inspection/observation during the audit (food safety issues such as wholesomeness, foreign material, contamination or adulteration, etc.). The meat audit items (approx.13-20) will be primarily Center of

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the Plate –Beef and Pork- Steaks, Roasts, Chops, Diced, and Ground items. Ground Beef Bulk and Patties will be sent to the USDA laboratory for Analytical testing- Fat only. The Contractor will need to arrange for the shipping of the samples approximately 4 ounces, except in OCONUS areas where prohibition exists or it is impractical. The seafood items (approx. 13-20) will consist of Fish - Portions, Sticks, Fillets, and Steaks, Shrimp, Lobster, Crab, Clam, Oyster, and Crawfish. Poultry items (approx. 13-20) will also be center of the plate items. Processed Products Fruit and Vegetable will consist of approximately 13-20 Items. Since the DLA TROOP SUPPORT Prime vendor Product Quality Audit covers all Food Classes within the catalog (Meat, Poultry, Seafood and Processed Products, and other items as deemed appropriate), samples of “other” items may be selected to make-up the number of samples required for a commodity when the Contractor’s Catalog lists a limited number of items for one or more of the major commodities. A combined rating score will be assigned during the audit (e.g., Seafood/Other).

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

5. Audit Results

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

6. Follow-Up Audits

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

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

NOTE:

In addition to the cost of product and other expenses, the Contractor is also responsible for the reimbursement of USDA-AMS/USDC's Inspection costs, as well as travel costs, associated with a Follow-Up Audit/QSMV conducted as a result of the Contractor's failure of a prior Quality Audit or QSMV. Since there is no destructive sampling performed during a QSMV, there is no cost of product associated with a QSMV.

The estimated cost of a Follow-Up Audit includes the current USDA-AMS/USDC fee at the time of the audit/QSMV (FY 2013 fee - \$90.00 per hour); in CONUS, two (2) eight (8) hour days of temporary duty and one (1) or two (2) eight (8) hour day(s) of review/audit time. The total cost of review time is dependent upon the number of auditors/graders needed to perform the Follow-up Audit. For example, one (1) commodity failure will require two (2) USDA-AMS/USDC auditors, two (2) commodity failures will require three (3) USDA-AMS/USDC auditors, and three to four (3-4) commodities failures will require four (4) auditors. Follow-up QSMVs require two USDA-AMS Auditors, regardless of number of commodity failures. In CONUS, the maximum fee charges/cost for 4 days/8hr day is \$2,880 per auditor **plus** reimbursement for actual travel cost (transportation, lodging, per diem, rental car, miscellaneous expenses) as authorized by the Government Joint Travel Regulation. After the Follow-up Audit/QSMV, the Contracting Officer will request for reimbursement of USDA-AMS/USDC's inspection and travel costs associated with the Follow-up Audit/QSMV from the Contractor. Contractor will submit payment (check made payable to the US Department of Treasury) to the Contracting Officer within **45** Calendar days of request.

7. Audit Failures

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

IV. ORDERING and DELIVERIES & PERFORMANCE
1. START-UP / IMPLEMENTATION PERIOD

A start-up/implementation period of up to 1 month (or 30 days) is allowed. The Contractor who receives the award may be afforded less time for start-up/implementation. The Government reserves the right to make final determinations on the length of start-up/implementation period.

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The new contractor's 30-day start-up period is defined as the timeframe which begins immediately after award and ends as the first order is placed. Within this timeframe the new contractor shall be fully operational to support all customers listed in this solicitation. The start-up/implementation period is the period in which the contractor shall source and add, at fair and reasonable prices, the balance of the required catalog items, complete its ability to fully execute all EDI transactions and interact with STORES, and fully populate its complete electronic catalog for customer support. The complete electronic catalog must be submitted via 832 transaction at least two weeks prior to the first order date. The catalog prices will establish the initial catalog and must be held throughout the first ordering week of the contract, if determined fair and reasonable by the Contracting Officer. The Contractor shall submit a proposed implementation schedule to the Contracting Officer within five (5) days after award highlighting the steps that will be taken to implement a fully functional distribution account, including all EDI transactions (and testing), for all customers covered by this solicitation.

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

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

Many of the military bases and secure non-DOD sites may require enrollment in a Government Access Management system (for example: "RapidGate") and will not allow entry without clearance. During the contract start-up/implementation period, the Contractor must contact all customer locations to determine whether enrollment in a security program is required for access to each location. If 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 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 enrollment and must ensure that an enrolled driver is available for all deliveries. The current estimate of enrollment cost is about \$250 per company and \$200 per enrolled employee for one (1) year of access to multiple locations. Security enrollment may vary per organization, so the Contractor should contact those organizations to determine the cost to be incurred. If more than one driver is required, enrollment must be obtained for each driver on each system required. 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 is encountered during the start-up/implementation period, the Contractor MUST contact the Government Access Management System Company and/or the Security Officer at the applicable customer locations to resolve any issues with processing enrollment so that the Contractor will be able to deliver as required.

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Multiple locations may require multiple enrollment security programs currently and/or sometime in the future. In this event, the Contractor is responsible for obtaining all required enrollments and clearances for each of their drivers as soon as they receive notice of such a requirement.

2. ORDER LEADTIMES

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

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

3. EMERGENCY/SAME DAY ORDERS

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

The time emergency orders must be placed for same-day delivery will be determined by award based on **successful offeror's proposal**. Emergency orders may be changed/cancelled no later than time outlined in **successful offeror's proposal**. Regardless of when an emergency order is placed, the Contractor will take all actions to deliver the same day as required.

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

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

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

4. SPECIAL ORDER ITEMS and DELIVERY TERMS

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

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

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For items not maintained on the catalog, when required, the customer will provide written email request to the Contractor, and copy the DLA TROOP SUPPORT Contracting Officer and Account Manager, for such Special Order items, to include the item description, LSN if known, quantity and required delivery date. The Contractor shall immediately source the Special Order item(s), and shall provide the request to add the item(s) to the contract catalog to the Contracting Officer within 5 working days of receipt of the customer requirement/request, in accordance with paragraph V.2.A.1.c herein. Annotate "SPECIAL ORDER ITEM" on the request form. The Contractor shall be required to make deliveries of Special Order items, as required, no greater than 21 days (for existing suppliers) after approval by the Contracting Officer of the Contractor's add-item request, or no greater than 45 days from Contracting Officer approval when the item supplier is a new source for the Contractor, i.e. the Contractor does not have an existing Purchase Agreement in place with the new item supplier at the time of the Contracting Officer's approval to add the item.

NOTE: Prior to the Special Order request, the customer must obtain approvals from their Service HQ for all catalog item additions.

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

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

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

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

5. ORDER CHANGE and CANCELLATION TIMES

Skip-day purchase orders may be revised, i.e. the required quantity for a line-item(s) may be increased, reduced, or cancelled in its entirety (zero amount), by such change made by the customer (by telephone, or receipt-confirmed fax, or email) by 12:00pm (noon), Contractor local time, the day prior to delivery.

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

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

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

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

The item(s) and quantity was purchased and receipted by the Contractor exclusively for the DLA TROOP SUPPORT ordering customer(s) in accordance with the DLA TROOP SUPPORT customer's written direction,;

The customer does not order or take delivery of the item or quantity as ordered or requested, and failed to timely revise/cancel the order/request notification in accordance with contract requirements, The Contractor immediately notifies the Contracting Officer of the customer activity(s) failure to order as requested (i.e. for items not previously on the ordering catalog, within 2 weeks of the item going on the catalog; and for long lead-time items on the catalog, within 2-days of late cancellation),

The Contractor provides additional written notice to the Contracting Officer when the product has only 45 days or less of shelf-life remaining, to allow for emergency actions within the remaining shelf-life of the item, e.g. discounted commercial sales as authorized by the Contracting Officer,

The Contractor actually incurs the monetary loss and places a claim for such loss. The customer activity that failed to order or to take delivery of such Special Order item(s) as requested or ordered, will be liable for such product loss, and will be billed for any such loss.

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

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

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Subsistence Total Order and Receipt Electronic System (STORES)

STORES is the Government's ordering system that is capable of accepting orders from any of the Services'; i.e. Army, Air Force, Navy, or Marines, individual ordering systems and creating Electronic Data Interchange (EDI) orders. In addition, this information is passed to the DLA TROOP SUPPORT Enterprise Business System (EBS) for the purposes of Contractor payment and customer billing. The web link below provides additional EDI information.

Customers will order all of their food and beverage requirements through STORES. Some customers will also be able to order non-food items through STORES. The system will transmit orders to the Contractor. It may be possible during the life of this contract that all customers will have the opportunity to order the non-food items from STORES.

The awardee shall be required to interface with STORES and must be able to support the following EDI transactions:

810 – Electronic Invoice

832 – Catalog (Outbound: Vendor to DLA TROOP SUPPORT)

850 – Purchase Order

997 – Functional Acknowledgment

A complete description of these transaction sets is included in the "STORES EDI Requirements" located at:

https://www.troopsupport.dla.mil/subs/STORES_and_EDI_Requirements.pdf

The Contractor shall have access to the Internet and be able to send and receive electronic mail (email).

Unit prices and extended prices must be formatted not more than two (2) places to the right of the decimal point.

The Contractor shall utilize the Government's standard item descriptions and unit package/pack sizes for each catalog LSN in the Electronic Catalog (832 transmission). This data **SHALL NOT** be modified for any LSN.

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

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

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

C. STORES Ordering Process

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

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

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

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

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

A separate STORES order must be placed for all substitution/replacement items.

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

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

will be priced at its own catalog price. Invoices must have all the correct information (contract number, purchase order number, CLIN, quantity, price, etc.) in order to be paid.

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

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

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

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

9. DELIVERY DESTINATIONS AND INSTRUCTIONS

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

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

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

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

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

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

Delivery Points:

Please see "ATTACHMENT 3 - Texas and New Mexico Delivery Schedule" for a detailed listing of all delivery points.

10. ADDITION OF CUSTOMERS

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Adding customers within the contract geographic distribution region.

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

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

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

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

This provision applies to the following customers:

A new DoD or non-DoD federal customer that is not clearly within the contract geographic distribution region and for which the Contractor will not accept the customer(s) at the effective contract price, A customer(s) located in an area that may be considered adjacent or proximal to the geographic distribution region covered by more than one Contractor.

The above instances may occur when new customers request DLA TROOP SUPPORT prime vendor support or a current Contractor is no longer able to support that proximal customer installation(s). In these latter events, the DLA TROOP SUPPORT will utilize this provision to expeditiously source a Contractor for the customer installation(s).

The customer installations described in paragraph (a) above, and their foodservice requirements, will be added to a Contractor's contract as follows:

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

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

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

11. CUSTOMER SERVICE/VISITS

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

12. HOLIDAYS

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

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

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

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

13. AUTHORIZED RETURNS

The Contractor shall accept returns under the following conditions:

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

14. SHORT SHIPMENTS AND SHIPPING ERRORS

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

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

15. WAREHOUSE/TRANSPORTATION

The offeror must possess a fully functional and operating commercial food distribution warehouse (including distinct temperature-controlled sections for dry, chill and frozen products, and docks for receiving/shipping product) of sufficient size and sufficient open capacity to satisfactorily perform on this contract. The offeror must also have the ability to pick ordered product, stage and wrap in pallets for shipping and transport product in temperature-controlled, temperature recording trucks directly to all the customers listed in the delivery schedule on an ongoing basis fulfilling skip-day schedule as described herein. Attachment 2 contains the current line items/SKUs that are being used by the customers. An offeror must have the ability to fulfill all the customers' food supply requirements on a long-term, just-in-time basis in terms of both warehouse and transportations capabilities.

V. CONTRACT ADMINISTRATION DATA

1. ADMINISTRATION AUTHORITY

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

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

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

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

2. CATALOG CHANGES

The market basket of items, along with their respective prices as determined fair and reasonable during the acquisition process, will become the basis of the catalog. It should be noted that this Market Basket represents a minimum of 40% of the customers' requirements. After award and during the catalog start-up/implementation period, the additional customer required catalog items will be added at prices determined fair and reasonable by the Contracting Officer. The entire customer catalog must be submitted via 832 transaction at least two weeks prior to the first order date. The catalog prices will establish the initial catalog and must be held throughout the first ordering week of the contract, if determined fair and reasonable by the Contracting Officer. Subsequent to implementation of the initial catalog, additional items may be required by customers, and individual items may be deleted. All items added to the catalog must be determined fair and reasonable for price prior to addition. Unless otherwise specified, items catalogued are not considered proprietary. In addition, the following applies to all subsequent weekly 832 updates in the catalog.

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Addition of New Items to the Catalog –

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

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

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

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

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

Each Contractor request to the Contracting Officer to add new item(s) must include the following documentation: copy of manufacturer's/grower's/private label holder's or Redistributor's original invoice and a screen shot in your electronic purchasing system signifying the delivered price, or a written price quote on the manufacturer's letterhead if the item is not currently in stock, and a copy of the product label. If the new item is replacing an current item which is being discontinued by the manufacturer, the Contractor shall provide notification from the manufacturer to the Contracting Officer stating that the original catalogued item is, in fact, being discontinued. For any new add requests for items which have closed shelf life code dates, the Contractor is required to provide code break data so the Government can determine the product expiration date.

The approved price for any/all items as submitted on the LSN Request Form SHALL be the price submitted in the subsequent 832 transmission. Incoming 832 transmissions will be verified for compliance. If circumstances warrant a price change prior to the initial 832 submission, the Contractor must resubmit the new price supported with invoice for approval. Without Contracting Officer approval, prices submitted other than those originally approved will be rejected.

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The LSN Request Form includes a field for the Contractor to suggest a Distribution Category. However, the Contracting Officer will make the final decision on the Distribution Category assigned.

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

The Contractor is required to hold all catalog updates/changes, including all prices, for the weeks of Thanksgiving, Christmas, and New Year's Day. Therefore, the Contractor shall not submit any changes via catalog 832 transactions for those weeks. For example, for Thanksgiving 2014, the Contractor would submit an 832 transaction on Wednesday, 19 November 2014 to update the catalog for the week starting on Sunday, 23 November 2014. However, no 832 transaction would be submitted on Wednesday, 26 November 2014. Therefore, the entire catalog, including all pricing, would remain the same for a two week period, as a new 832 transaction would not be submitted until Wednesday, 03 December 2014. Any catalog changes would take effect that Sunday, 07 December 2014. For Christmas 2014 and New Year's Day 2015, the Contractor would submit an 832 transaction on Wednesday, 17 December 2014 to update the catalog for the week starting on Sunday, 21 December 2014. However, no 832 transaction would be submitted on Wednesday, 24 December or 31 December 2014. Therefore, the entire catalog, including all pricing, would remain the same for a three week period, as a new 832 transaction would not be submitted until Wednesday, 07 January 2015. Any catalog changes would take effect that Sunday, 11 January 2015.

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

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

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

Customer Notification of Catalog Changes, i.e. Adds and Deletes - The Contractor shall notify all contract customers of planned catalog item additions by emailing them copies of the completed Local Stock Number (LSN) Request when they submit same to the DLA TROOP SUPPORT Contracting Officer. The Contractor shall also provide email notification to the DLA TROOP SUPPORT Contracting Officer, and all customers of catalog item LSN additions and deletions no later than the day and time of submission of 832 catalog transactions to DLA TROOP SUPPORT (i.e. Wednesday 2:00pm ET).

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

Price Changes - Price changes will be in accordance with the Economic Price Adjustment (EPA) clause included in this contract. The DLA TROOP SUPPORT Contracting Officer will review all price changes to determine fair and reasonableness when 832 transmission updates are received, but prior to release of catalog to customer. As part of this review, the Contracting Officer may require additional substantiated proof of the cost prior to final approval.

3. FILL RATES

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

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

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

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

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

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

Definitions:

Non catch-weight item: An item which has a specific weight per case, e.g. 8920-01-E09-7315, Cake Mix, Yellow, 6/5 LB BX.

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

Cases accepted: For non catch-weight items, the product quantity that the customer has received and receipted, not including damaged cases, and mis-picks.

Cases ordered: For non catch-weight items, the product quantity requested by a customer.

Pounds accepted: For catch-weight items, the product quantity that the customer has received and receipted, not including damaged cases, and mis-picks.

Pounds ordered: For catch-weight items, the product quantity requested by a customer. However in the event that a catch-weight item is overfilled, and the customer accepts the extra quantity, the 'pounds ordered' will be adjusted to match the 'pounds accepted.' This is to preclude a fill rate greater than 100%.

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

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

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

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

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

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

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

VENDOR SHORT SHIPMENT EXCEPTION CODES:

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

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

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

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

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

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

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

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

V06 - CUSTOMER DID NOT PROVIDE SUFFICIENT ORDERING LEAD TIME I.E., SPECIAL ORDER ITEM - VENDOR EXCEPTION

V07 - ITEM BEING PHASED OUT (CATALOG TIMING ISSUE) - VENDOR EXCEPTION

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

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

V09 - PRODUCT RECALLED - VENDOR EXCEPTION

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

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

business. Participation may or may not involve customers or DLA personnel attending the Food Show.

Should the Contracting Officer choose to participate,

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

List of manufacturers/brokers attending the Food Show;

Map showing the locations of booths;

Effective period of any offered allowances, i.e. off-invoice discounts;

Statement as to whether the allowances are applicable to all orders placed within the effective period, and

Usage report for all customers covered by the contract. This data shall represent the same number of weeks as the effective period of the allowances. The data shall be a consolidation of all customers, and be sorted in booth order sequence. At a minimum the following elements are required:

Vendor Part Number;

Description of item;

Usage quantity;

Manufacturer/Brand; and

Booth Number of the exhibitor and the products they represent

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

Food Show allowances must be passed on to the customers directly as a discounted price.

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

5. CUSTOMER SERVICE AND SUPPORT

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

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

The customers in this area have periodic food menu board meetings and the Contractor may be invited to attend these meetings. At these meetings, the customers not only review their internal business practices, but the Contractor can utilize this forum to show new products, demonstrate

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product preparation, provide nutritional information and address any other concerns the customer may have. Contractors shall participate in these meetings as requested.

The Contractor shall be prepared to conduct periodic visits with all customers serviced under resultant contract.

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

VI. SPECIAL CONTRACT REQUIREMENTS

1. NON-COMPETE PROVISION

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

2. MANAGEMENT REPORTS

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

1) Reports received from Contractor Frequency

| | |
|--|-------------|
| (i) Fill Rate, Non Catch-Weight Items | Monthly |
| (ii) Fill Rate, Catch-Weight Items | Monthly |
| (iii) AbilityOne Subcontracting | Monthly |
| (iv) Small Business | Monthly |
| (v) Descending Case | As Required |
| (vi) Descending Dollar | As Required |
| (vii) NAPA Report | Monthly |
| (viii) Customer Contact/Visits | As Required |
| (ix) Not in Stock (NIS) | Monthly |
| (x) Government Rebates and Discounts | Monthly |
| (xi) Government Rebates and Discounts (Food (Contractor will report any rebate/discount additions, deletions or changes by item) | As Required |

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- (xii) Earned Income Categories
- (xiii) Private Label Savings

(Update as
Quarterly

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

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

2) Fill Rate:

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

3) AbilityOne Subcontracting:

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

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4) Small Business:

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

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

5) Descending Case Report:

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

6) Descending Dollar:

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

7) NAPA Report:

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

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savings were actually passed along for a given month. This report is provided to both the Contractor and DLA Troop Support.

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

8) Customer Contact/Visits

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

9) Not In Stock:

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

10) Government Rebates and Discounts:

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

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

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

11) Earned Income Categories:

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

12) Private Label Savings

- a. **Current Savings:** This section of the report will identify all “private label” items on the contract catalog and the savings (by line item and cumulative) associated with using private label versus national brand names for like items. Likewise, in the event that any private label items cost more than national brand like items, identify these items and dollar amounts.
- b. **Potential Savings:** This section of the report shall identify other items that would be suitable for conversion to private label and the estimated cost savings, projected on a quarterly basis (by line item and cumulative). As part of the Customer Visits, the contractor will recommend items that may be switched from brand name to private label to save the customer money.

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

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

3. SUBMITTED PLANS FROM CONTRACTOR

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

REFERENCE 1: NAPA Holders Listing:

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

REFERENCE 2: LSN Request Form:

<https://www.troopsupport.dla.mil/subs/support/techops/index.asp>

REFERENCE 3: Abbreviations for Subsistence Item Descriptions:

<https://www.troopsupport.dla.mil/subs/abbrev.pdf>

REFERENCE 4: Sample Small Business Subcontracting Plan:

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https://www.troopsupport.dla.mil/subs/sbp_format.pdf

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

ATTACHMENT 1: SPE300-15-R-0010 Price Proposal (12/11/2014)

ATTACHMENT 2: Texas and New Mexico Current Catalog

ATTACHMENT 3: Texas and New Mexico Delivery Schedule

ATTACHMENT 4: EDI implementation Guidelines

SOLICITATION PROVISIONS

FAR 52.212-1 Instructions to Offerors -- Commercial Items (Apr 2014)

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

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

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

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

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

(e) *Multiple offers.* Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

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

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

(2)

(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and—

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

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

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

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

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of

receipt maintained by the installation, or oral testimony or statements of Government personnel.

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

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

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

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

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

(1)

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

GSA Federal Supply Service Specifications Section

Suite 8100
470 L'Enfant Plaza, SW
Washington, DC 20407
Telephone (202) 619-8925)

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Facsimile (202 619-8978).

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

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

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

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

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

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

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

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

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

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

(j) *Data Universal Numbering System (DUNS) Number.* (Applies to offers exceeding \$3,000, and offers of \$3,000 or less if the solicitation requires the Contractor to be registered in the System for Award Management (SAM) database. The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS or DUNS+4 number that identifies the offeror's name and address. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional SAM records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the Internet at <http://fedgov.dnb.com/webform>. An offeror located outside the United States must contact the local Dun and Bradstreet office for DUNS number. The offeror should indicate that it is an offeror for a Government contract when contacting the local Dun and Bradstreet office.

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

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

- (1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
- (2) The overall evaluated cost or price and technical rating of the successful and debriefed offeror and past performance information on the debriefed offeror.
- (3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
- (4) A summary of rationale for award;
- (5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
- (6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

ADDENDUM TO FAR 52.212-1

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

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

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

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

Period of acceptance is 275 days.

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

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

4. Paragraph (f), *Late Offers* is expanded as follows:

Any modification or revision of a proposal or response to requested information, including any final proposal revision, is subject to the same conditions indicated above.

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

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

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

6. Paragraph (m), *Reverse Auction*:

52.215-9023 – REVERSE AUCTION (OCT 2013) – DLAD

The Contracting Officer may utilize on-line reverse auctioning as a means of conducting price discussions under this solicitation. If the Contracting Officer does not conduct a reverse auction, award may be made on the basis of initial offers or following discussions not using reverse auctioning as a pricing technique. If the Contracting Officer decides to use on-line reverse auctioning to conduct price negotiations, the Contracting Officer will notify Offerors of this decision and the following provisions will apply:

(a) The award decision will be made in accordance with the evaluation factors as set forth in the solicitation. The reverse on-line auction will be used as a pricing technique during discussions to establish the final offered prices from each Offeror. These prices will be used in conjunction with the evaluation factors stated elsewhere in the solicitation in order to make the award decision in accordance with the basis for award stated in the solicitation.

(b) Following the decision to conduct discussions using reverse auctioning as a pricing technique, the Contracting Officer or his/her representative will provide Offerors determined to be in the competitive range with information concerning the auction process.

(c) Prior to conducting the reverse auction, the Contracting Officer may hold discussions with the Offerors concerning matters appropriate for discussion, such as issues involving technical proposals or unbalanced pricing.

(d) Unless auction instructions indicate that only Offeror's rankings will be displayed, the lowest Offeror's price(s) for each round of the reverse auction will be disclosed to other Offerors and anyone else having authorized access to the auction. This disclosure is anonymous, meaning that each Offeror's identity will be concealed from other Offerors (although it will be known to

the Government; only a generic identifier will be used for each Offeror's proposed pricing, such as "Offeror A" or "lowest-priced Offeror"). By submitting a proposal in response to the solicitation, Offerors agree to participate in the reverse auction and that their prices may be disclosed, including to other Offerors, during the reverse auction.

(e) An Offeror's final auction price at the close of the reverse auction will be considered its final price proposal revision. No price revisions will be accepted after the close of the reverse auction, unless the Contracting Officer decides that further discussions are needed and final price proposal revisions are again requested in accordance with Federal Acquisition Regulation (FAR) 15.307, or the Contracting Officer determines that it would be in the best interest of the Government to re-open the auction.

(f) The following requirements apply when the Government uses a commercial web-based product to conduct the reverse auction:

- (1) Each Offeror identified by the Contracting Officer as a participant in the reverse auction will be contacted by Defense Logistic Agency's commercial reverse auction service provider to advise the Offeror of the event and to provide an explanation of the process.
- (2) In order for an Offeror to participate in the reverse auction, such Offeror must agree with terms and conditions of the entire solicitation, including this provision, and agree to the commercial reverse auction service provider's terms and conditions for using its service. Information concerning the reverse auction process and the commercial service provider's terms and conditions is embedded within the email notification sent by the on-line reverse auction pricing tool system administrator.
- (3) Offerors shall secure the passwords and other confidential materials provided by the commercial reverse auction service provider or the Government and ensure they are used only for purposes of participation in the reverse auction. Offerors shall keep their own and other Offeror's pricing in confidence until after contract award.
- (4) The reverse auction system currently in use designates offers as "Lead," meaning the current low price in that auction, or "Not Lead," meaning not the current low price in that auction. In the event of a tie offer, the reverse auction provider's system designates the first offer of that price as "Lead" and the second or subsequent offer of that price as "Not Lead." Offerors shall not submit a tie offer, since this is inconsistent with the purpose of the reverse auction. If a tie offer is submitted and no evaluation factors other than price were identified in the solicitation, the "Not Lead" Offeror that submitted the tie offer must offer a changed price; otherwise its offer will be ineligible for award if their final price in the auction is the tie offer price. If evaluation factors in addition to price were listed in the solicitation, tie offers that are "Not Lead" will be considered and evaluated in accordance with those evaluation factors.
- (5) Any Offerors unable to enter pricing through the commercial reverse auction service provider's system during a reverse auction must notify the Contracting Officer or designated representative immediately. The Contracting Officer may, at his/her sole

discretion, extend or re-open the reverse auction if the reason for the Offeror's inability to enter pricing is determined to be without fault on the part of the Offeror and outside the Offeror's control.

(6) The reverse auction will be conducted using the commercial reverse auction service provider's website as embedded in the email notification. Offerors shall be responsible for providing their own computer and internet connection.

(7) Training:

(i) The commercial reverse auction service provider and/or a Government representative will provide familiarization training to Offerors' employees; this training may be provided through written material, the commercial reverse auction service provider's website, and/or other means.

(ii) An employee of an Offeror who successfully completes the training shall be designated as a "Trained Offeror." Only Trained Offerors may participate in a reverse auction. The Contracting Officer reserves the right to request that Offerors provide an alternate Offeror employee to become a Trained Offeror. The Contracting Officer also reserves the right to take away the Trained Offeror's designation from any Trained Offeror who fails to abide by the solicitation's or commercial reverse auction service provider's terms and conditions.

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.

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

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) *Representation.* The Offeror represents that it—

_____ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

_____ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at [252.247-7024](#), Notification of Transportation of Supplies by Sea.

INSTRUCTIONS FOR PROPOSALS

I. GENERAL INFORMATION

The Government will utilize the Lowest Price Technically Acceptable process as a means of selecting the most qualified vendor to support the needs of the customers listed in this solicitation; i.e. proposals will be evaluated for both technical acceptability for every non-price factor and price reasonableness in accordance with the evaluation criteria outlined in the “Evaluation Factors for Award” section of this solicitation. Accordingly, a written Non-Price Proposal and a written Price Proposal shall be submitted as detailed below. Award will be made on the basis of the lowest evaluated total weighted aggregate price of proposals meeting or exceeding the acceptability standards for all non-price factors.

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

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

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

Proposals will be evaluated for both technical acceptability for every non-price factor and price reasonableness in accordance with the evaluation criteria outlined in the “Evaluation Factors

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for Award” section of this solicitation. The offeror must clearly demonstrate its capability to support the customers’ requirements in the most efficient, cost-effective manner. Proposals will be evaluated in accordance with the factors listed in the solicitation. The rating methodology for the Non-Price Proposal will be Acceptable or Unacceptable.

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

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

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

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

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

SUBMISSION REQUIREMENTS NON-PRICE PROPOSAL – VOLUME I

NOTE: Electronic copies of Non-Price Proposals shall be submitted as Word Documents.

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

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required experience and past performance information below for each participating entity. However, the most relevant experience and past performance data is the information directly related to the offering entity.

SECTION A – TECHNICAL FACTORS
FACTOR I. EXPERIENCE

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

The offeror shall provide the place(s) of performance and the following information for the last twelve (12) months preceding solicitation closing to describe its overall extent of experience as a full-line distributor of foods and operating supplies for institutional feeding:

The annual sales dollar amount

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

The average number of delivery stops (i.e. delivery stops are individual delivery points receiving supplies under delivery orders) made per week

The approximate total number of line items/SKUs currently stocked for delivery

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

FACTOR II. QUALITY CONTROL & QUALITY ASSURANCE PROCEDURES

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

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

FACTOR III. FOOD DEFENSE

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

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

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

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

SECTION B – PAST PERFORMANCE

Customer Satisfaction and Conformance to Contract Requirements

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

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

Contracting Agency / Account Name

Contract Number / Account Identifier

Contracting Officer / point(s) of contact, and phone number(s) and email address(es)

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Annual Dollar Value

Average number of delivery stops (i.e. delivery stops are individual delivery points receiving supplies under a delivery order) per week

Average number of line items/SKUs on the contract/catalog

Instances of problems and the actions taken to resolve and preclude recurrence

Any instances of exceptional performance exceeding requirements

Fill Rate without substitutions

PRICE PROPOSAL – VOLUME II

I. PRICE PROPOSAL

Offerors' proposed pricing shall be in accordance with the Pricing provisions of the contract, i.e.

Contract Unit Price = Delivered price + Distribution Price - Government Rebates and Discounts

Each item in the Market Basket has been assigned a Distribution Price category by the Government; offerors must utilize the Distribution Price category assigned to each item in the Market Basket as part of their Price Proposal.

This market basket of items shall yield the Weighted Aggregate Unit Price which shall determine the low offeror. Specifically, the technically acceptable offeror that provides the lowest verified Weighted Aggregate Unit Price, reflected on J18 of the Totals Tab, shall win the award.

NOTE: The Delivered price portion of the proposed Contract Unit Prices shall be those prices that are in effect two weeks prior to solicitation closing. The government reserves the right to conduct discussions if determined by the Contracting Officer to be necessary. If discussions are determined to be necessary, the Contracting Officer may revise the effective date for the Delivered Price portion of the proposed Contract Unit Price.

The price proposal shall be submitted utilizing the Solicitation Price Proposal Workbook Spreadsheets prepared for this solicitation (attached), and available on the DLA TROOP SUPPORT website :

<https://www.troopsupport.dla.mil/subs/pv/regions/west/pvwest.asp>

If you have any difficulty in locating or downloading the spreadsheet, or have any questions on completing the spreadsheet, please contact the Contracting Officer immediately.

Complete the spreadsheet proposal for the 97 Market Basket items. Each firm must submit their completed spreadsheets on a CD for their Price Proposal. Please name the spreadsheet with the solicitation number and your company name. Please use an Anti-Virus utility to ensure that your CD is virus free before submitting.

The price proposal workbook consists of three tabs: "TOTALS", "MARKET BASKET", and "DISTRIBUTION WORKSHEET."

The TOTALS tab calculates the offeror's aggregate offer, pulling information from the other two tabs.

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The MARKET BASKET tab lists each market basket item along with demand data, measured in cases, for the base and option period(s). YELLOW = VENDOR FILL IN, GREEN = DLA TRP SPT FILL IN.

The DISTRIBUTION WORKSHEET lists each distribution category, along with demand data, measured in cases, for the base and option period(s). The demand data in this tab, for each distribution category, is a compilation of each market basket item in that category.

The solicitation spreadsheets should be filled out as follows:

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

TOTALS:

DLA Troop Support has provided offerors with a tab titled "TOTALS" inside the price proposal workbook. **Offerors do not enter information in this tab.** Rather, this tab calculates the offeror's aggregate offer, based on the information contained in the other two tabs.

These calculations include base and option period(s) as well as quantity adjustments which derive from alternate offers. These calculations rely on the information the offeror enters into the other portions of the spreadsheet; any incorrect information, therefore, will skew this stated total.

After the offeror submits the price proposal, DLA Troop Support will verify the offeror-entered information based on the offeror-submitted documentation: invoices/quotes and specification sheets. DLA must ensure these prices are comparable. Often, quotes contain military specific pricing (bill-backs and/or deviations). Therefore, offerors providing INVOICES may submit military specific pricing to be on the same footing as quotes.

NOTE: This is not the offeror's total evaluated price. The total evaluated price is determined through the process described in this solicitation.

MARKET BASKET:

This sheet includes fields pre-populated by DLA Troop Support, fields to be populated by the offeror, and fields that are formulated to calculate values based on the offeror's submission. Pricing shall be offered in accordance with the pricing provisions of the solicitation i.e. Contract Unit Price = Delivered price + Distribution Price – Government Rebates and Discounts.

1. DLA Troop Support populated fields are as follows (Columns A –D (E&F if applicable), G-K, P-U and X):

| | |
|---|--|
| A | LINE ITEM – item number in the Market Basket |
| B | STOCK # – Local Stock Number (LSN) requirement |
| C | ITEM NAME/DESCRIPTION– basic concept of the item of supply within a specific federal supply class (FSC), the item unit package size, units per purchase pack, and grade or fabrication |
| D | REQUIRED ITEM CHARACTERISTIC – customized grade, quality or trait required or fabrication |
| E | BRAND – mandatory brand name will appear if applicable (e.g.: NAPA, MPL items) |
| F | SKU |
| G | UNADJUSTED ANNUAL QTY (CS) – projected yearly usage data per case |
| H | ANNUAL QTY (CS) – THIS IS AN AUTO FILL COLUMN VENDOR DO NOT FILL - internal use. |
| I | DISTRIBUTION QTY -THIS IS AN AUTO FILL COLUMN – VENDOR DO NOT FILL -internal use. |
| J | Distribution Price Category # – specific Distribution Price Category # (see Distribution Worksheet for full description of each category) DLA TROOP ASSIGNED |
| P | DELIVERED PRICE - THIS IS AN AUTO FILL COLUMN VENDOR DO NOT FILL - internal use. |
| R | DIST. CATEGORY UoM –the corresponding Distribution Price Category to the # listed in column J. |
| S | EVAL. UoM – unit used for evaluation purposes. E.g. offerors will see how DLA will compare offers. E.g. price per pound, can, gallon, etc. |
| T | EVAL UoM \$- For evaluation purposes. Eval the UoM....Offerors will see the price per pound, can, gallon, etc. |
| U | EVAL. UNITS (HISTORIC) – the number of units (shown in column S) that have historically been within the case currently purchased by DLA Troop Support. E.g. For meat items, this will be the number of pounds in a case. |
| X | ANNUAL – the total annual price per year |

NOTES:

All offered items must be a very close match to the solicited LSN specification requirements to include item description, unit package size, units per purchase pack, grade or fabrication. If the offeror's proposed item does not closely adhere to the current requirement, **it will not be considered an acceptable item.**

Meat items **shall** meet all the general and detailed requirements of the Government's item description in accordance with the IMPS or NAMPS equivalent. Regarding fat limitations, unless otherwise

specified, the maximum average fat thickness shall be 0.25 inch, and trim, weight and thickness tolerances shall be as the specified quality grade.

***** NOTE: IF MANDATORY ITEMS ARE PART OF THIS MARKET BASKET, DLA TROOP SUPPORT IS ONLY LOOKING FOR THE OFFEROR TO FILL IN THE DISTRIBUTION FEE ON THESE ITEMS. Offerors are to use the most current DLA Troop Support AbilityOne Mandatory Procurement List (MPL) in their price proposal spreadsheet.

The Offeror shall complete the following fields for each line item (Columns E,F,L,M,N,O and V):

- E BRAND – VENDOR TO FILL IN PROPOSED ITEM . If mandatory brand name appears, quote must match that item if applicable (e.g.: NAPA, MPL items)
- F SKU – VENDOR TO FILL IN PROPOSED SKU
- L POUND PRICE – VENDOR TO FILL WITH AN “X” – if the quote or invoice shows price per LB – vendor to enter price per pound then mark this column with an “X” (see column M)
- M ACTUAL MATERIAL COST (CS) – most recent manufacturer, grower or private label holder commercial **price per case** that is input in the Contractor’s purchasing system as the starting basis for its pricing to customers prior to the application of any specific standard freight, distribution fees, rebates, discounts, limited discounts, or other financial agreements with the Contractor’s various customers. (If bought by the case and SS already states CS- this is that price per case, IF BOUGHT BY THE POUND-MARK AN “X” IN COLUMN L). All quotes or Invoices should reflect proper price as noted on price proposal Spreadsheet. Alternatively, if an offeror substantiates its price with a quote for a catch weight item, the Evaluation Units per Case shall be the average case size for that item.
- N Standard Freight (CS) – transportation charge per case for delivery from the manufacturer/grower/private label holder to the SPV Contractor (may also include inter-division transfers between the SPV Contractor’s warehouses)
- O MILITARY PRICING / BILLBACK PER CASE (INVOICES ONLY): VENDOR TO FILL- if bill back or special military pricing applies vendor can state the bill back per case in this column. IF INVOICE DOES NOT SPECIFICALLY STATE THAT IT CONTAINS THE SPECIAL MILITARY SPECIFIC PRICING (BILL BACKS or

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DEVIATIONS), VENDOR MUST PROVIDE SUPPORTING DOCUMENTATION.

V EVAL. UNITS PER CASE – if an alternate size variance per case or unit package size or units per purchase pack is offered, it will be filled in by the vendor.

NOTE:

Prices must not extend more than two (2) places to the right of the decimal point. Standard rounding methods should be observed.

For catch weight items, the Evaluation Units per Case shall be the number of units per case on the offeror's invoice used to substantiate the line item. If an offeror substantiates its price with a quote for a catch weight item, the Evaluation Units per Case shall be the average case size for that item.

The items on the spreadsheet represent the contract market basket, i.e. the highest usage items as well as items listed under the Basic Daily Food Allowance (BDFA) listing. These items will represent the initial contract contractor catalog, at the prices proposed and awarded (reduced by the application of all applicable Government Rebates and Discounts). This means that the Contract Unit Prices in the initial contract order catalog shall be equal to or less than the awarded unit prices and this catalog will initiate the catalog baseline prices. Estimated annual quantities for the items are for information and evaluation purposes only.

If an offeror carries a variety of brands for the same item, the price submitted shall be for the lowest price, technically acceptable, item that meets the Government's minimum requirements, except that Brand Name/NAPA items must be priced according to the exact Brand Name/SKU/NAPA that is listed in the Market Basket, as specified. The inclusion of required Brand Name/NAPA items on the initial contract catalogs does not preclude future catalog changes during the life of the contract to add competing products based on added value to the customer.

NOTE: DO NOT deduct NAPA, Food Show or any other Government Rebates and Discounts from the delivered price on your price proposal. However, the actual Contract Unit Prices in the awarded contract order catalog shall include and be reduced by all applicable Government Rebates and Discounts.

DISTRIBUTION WORKSHEET:

DLA Troop Support prepopulated fields are as follows (Columns B – F):

B Cat. # – Distribution Price category number
 C Category Description – description of the food category
 E Distribution Price Category Unit of Measure – unit used to calculate the quantity in its respective category
 F # Items in Category – number of items in the Market Basket that are cataloged within a specific Distribution Price category

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The Offeror shall complete the following fields for the Distribution Price categories (Columns G, H):

- G Base Distribution Category Price – fixed Distribution Price per UoM (Column E) for the base period
- H Option 1 Distribution Category Price – fixed Distribution Price per UoM (Column E) for the option 1 period

NOTES:

The Distribution Prices must be offered as a dollar amount. Distribution Prices offered as a percentage are not acceptable.

Prices must not extend more than two (2) places to the right of the decimal point.

Option pricing shall be provided for the Distribution Price portion of the Contract Unit Price only. Acceptance of the option is mandatory, and if an offeror does not submit option terms or indicate acceptance, the offeror's proposal may be rejected.

Prepopulated field correlated to the Market Basket quantities (Column K):

- K Annual Quantity (Adjusted) – annual quantity per UoM (Column E) for all items in the Market Basket that are cataloged within a specific category

Fields that will be calculated are as follows (Columns L, M and N):

- L Base Total Distribution – total Distribution Price per Distribution Price category for the base period (Column G * Column K)/12*L3
- M Option 1 Total Distribution – total Distribution Price per Distribution Price category for the option 1 period (Column H * Column K)/12*M3

The awarded Distribution Prices shall remain fixed for each applicable contract ordering period. Proposed Distribution Prices may remain the same, increase, or decrease for the option period.

The offeror shall input SOL # and Company name in cells D4 and D5.

II. SUPPORTING PRODUCT INFORMATION

Invoice/Quotes:

ALL offered Delivered prices in the Price Proposal spreadsheet must be substantiated with either an invoice or a quote. Due to the commercial nature of the items being evaluated, the Government expects offerors to have many of the market basket items in stock as part of its regular business and

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to therefore submit invoices to substantiate Delivered Price. For each line item in the market basket, you are required to provide two copies of the manufacturer's/grower's/private label holder's or Redistributor's invoice for the last product received AND two copies of a screen shot of the Delivered Price in your electronic purchasing system. In lieu of invoices, two copies of a written quote from the manufacturer/grower/private label holder may be submitted. Your submission of copies is an acknowledgment that all copies provided are true, correct, and unaltered.

Solicitation states: "The Contract unit price consists of three components: delivered price plus distribution price less Government rebates and discounts." Since offerors may submit invoices and/or quotes for items, DLA must ensure these prices are comparable. Often, quotes contain military specific pricing (bill-backs and/or deviations). Therefore, offerors providing INVOICES may submit military specific pricing to be on the same footing as quotes.

NOTE: THIS DOES NOT APPLY TO NAPA DISCOUNTS. ALL OFFERED PRICES SHALL REMAIN GROSS NAPA.

The Government reserves the right to verify the validity of all invoices and quotes. In particular, quoted prices will be compared to Delivered Prices submitted by other offerors, and any quotes that appear too low will be verified for validity. Methods of verification may include but are not limited to communicating with the manufacturer/grower/private label holder or redistributor and checking published price lists and/or market prices. Evidence of fraudulent invoices and/or quotes may preclude award. Evidence of fraudulent invoices and/or quotes discovered after award may result in contract termination. An invoice or quote from an incumbent Contractor for an item currently on the contract catalog(s) for the solicitation should match the current contract Delivered Price. However if a quoted price on a current contract item is lower, the Contractor shall apply that quote to the current contract catalog and reduce the Unit Price of the item on the following weekly EDI price update. That Unit Price will be retained for the entire effective period of the quote. A quote must include the following:

The manufacturer/grower/private label holder's letterhead;
Date price quote was supplied;
Time period price quote is effective;
Quantity covered by price quote;
Manufacturer part number;
Manufacturer's point of contact, including name, title, address, and phone number;
Early payment terms.

NOTES:

The quantity covered by the price quote should be the Delivered Price for the anticipated individual purchase order quantity that would be placed by the offeror for supplies, NOT for the estimated total quantity over the contract period. Unless the quote certifies that prices will remain fixed for an extended period of the contract (e.g. 6 months), the quote shall be for a delivered quantity no greater than 1/12th the annual estimated quantity for the line item. If the quote is for the entire estimated quantity and the offeror certifies the price will remain fixed for the quote's specified period, the line

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item price shall not be increased under the Economic Price adjustment clause during such period of the contract.

The invoice or quote for each proposed item shall include the solicitation line item number and be collated in sequential numerical order. All invoices/quotes shall identify the delivered price by Unit of Measure. Two separate copies (preferably in folder or booklet form) of the invoices/quotes are to be included with your offer.

In the event of award based on initial offers, i.e. award without negotiations, the submission of insufficient or incorrect manufacturer invoices and/or quotes may make an offeror ineligible for award. In the event that negotiations are conducted prior to award, the submission and subsequent failure to correct insufficient or incorrect manufacturer invoices and/or quotes may make an offeror ineligible for award.

Technical Descriptions

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

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

Each technical description must be labeled with the corresponding market basket line item number and its corresponding NSN/LSN.

***** NOTE: THE FOUR MANDATORY ITEMS THAT ARE PART OF THIS MARKET BASKET FOR TEXAS AND NEW MEXICO ONLY REQUIRE THE OFFEROR TO FILL IN THE DISTRIBUTION FEE ON THESE ITEMS THEREFORE NO INVOICE/QUOTE IS NEEDED ON THOSE FOUR ITEMS.

Offerors are to use prices from the most current DLA Troop Support AbilityOne Mandatory Procurement List (MPL) on their price proposal. Please check the DLA TROOP SUPPORT website at the time of closing on this solicitation.

https://www.troopsupport.dla.mil/subs/pv/manprod/man_prod.asp

III. EARNED INCOME

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

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

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FAR 52.212-2 – EVALUATION—COMMERCIAL ITEMS (OCT 2014)

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

The following factors shall be used to evaluate offers:

NON-PRICE FACTORS

Technical Factors

Experience

Quality Control (QC) & Quality Assurance (QA) Procedures

Food Defense

Past Performance

PRICE FACTORS

Weighted Aggregate Unit Price (composed of Weighted Aggregate Distribution Price plus Aggregate Delivered Price). Note: Award will be made on the basis of the lowest evaluated total weighted aggregate price of proposals meeting or exceeding the acceptability standards for all non-price factors.

(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.

ADDENDUM TO FAR 52.212-2

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

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

Any exceptions to the terms and conditions of the solicitation may render the proposal ineligible for award. Under Lowest Price Technically Acceptable process, award will be made on the basis of the lowest evaluated* price of proposals meeting or exceeding the acceptability standards for all

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non-price factors. All non-price factors are of equal importance. Offerors must be technically acceptable in every non-price factor in order for the entire proposal to be rated technically acceptable. A Technically Acceptable proposal is defined as meeting or exceeding the acceptability standards for all non-price factors.

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

2. Paragraph (b) is hereby expanded to read as follows: “Total price” as used in this paragraph means “Total Evaluated Price” and is the Weighted Aggregate Unit Price for the basic requirement and each option period.

3. Add paragraph (d) as follows:

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

NON-PRICE FACTORS:

Technical Factors

Experience - (see Non-Price Proposal, Volume I, page 145).

Quality Control (QC) and Quality Assurance (QA) Procedures – (see Non-Price Proposal, Volume I, page 146)

Food Defense – (see Non-Price Proposal, Volume I, page 146)

Past Performance – (see Non-Price Proposal, Volume I, page 147)

PRICE FACTORS:

Weighted Aggregate Distribution Price

Aggregate Distribution Price is obtained by multiplying each distribution price of each of the items listed in the Market Basket by its estimated quantity, and totaling the results for all distribution prices of the items listed in the Market Basket for the base period and each option period. The Aggregate Distribution Price is then multiplied by a weighting factor of 11.5 to arrive at the Weighted Aggregate Distribution Price. Note: the weighting factor is applied only to the overall aggregate of Distribution Price (not on a line item basis), and is to be used for evaluation purposes only.

Aggregate Delivered Price

The Aggregate Delivered Price is obtained by multiplying the Delivered Price of each of the items listed in the Market Basket by its estimated quantity, and totaling the results for all Delivered Prices of the items listed in the Market Basket for the base period and option periods.

Weighted Aggregate Unit Price

Weighted Aggregate Unit Price is obtained by adding the Weighted Aggregate Distribution Price and the Aggregate Delivered Price for the base period and option periods. This Weighted Aggregate Unit Price will be used to determine the lowest evaluated price to the Government.

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4. Add paragraph (e) as follows:

(e) Evaluation Procedures:

Summary

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

Evaluation Process

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

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

Price Evaluation Process – Each proposal will be evaluated against the requirements of, and in accordance with the terms of, the solicitation. The Government will evaluate limited pricing data with the initial proposals and during discussions, in accordance with FAR 15.4, “Contract Pricing.” Included in this process is the evaluation of options. The Government will evaluate offeror’s pricing on the items in the Market Basket of items contained as referenced in Attachment 1 - “SPE300-15-R-0010 Price Proposal (12-11-14)”

SEE PRICE PROPOSAL EVALUATION ON PAGE 161.

Selection Process

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

**EVALUATION FACTORS FOR AWARD
NON-PRICE PROPOSAL EVALUATION**

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

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

SECTION A – TECHNICAL FACTORS

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

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

FACTOR I. EXPERIENCE

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

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

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

| | |
|---|-----------------|
| Texas and New Mexico | |
| Total Annual Dollar Value | \$12,000,000.00 |
| Average number of Customers ordering per week | 8 |
| Average number of Delivery Points per week | 30 |
| Approximate Number of Line | 980 |

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| | |
|------------|--|
| Items/SKUs | |
|------------|--|

FACTOR II. QUALITY CONTROL & QUALITY ASSURANCE PROCEDURES

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

FACTOR III. FOOD DEFENSE

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

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

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

SECTION B – PAST PERFORMANCE

Customer Satisfaction and Conformance to Contract Requirements

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

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

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

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

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

PRICE PROPOSAL EVALUATION

I. PRICE PROPOSAL

For purposes of the Price Proposal Evaluation, Weighted Aggregate Distribution Price and Aggregate Delivered Price are considered equal. This equality is accounted for mathematically by applying a weighting factor of 11.5 (based on current Government data) to the Aggregate Distribution Price.

Each offeror's total evaluated price will be calculated by adding the Weighted Aggregate Distribution Price and the Aggregate Delivered Price to arrive at the Weighted Aggregate Unit Price. The Weighted Aggregate Unit Price will be used to evaluate each offeror's price proposal.

Although Aggregate Weighted Unit Prices will be used as the evaluation factor for the Price Proposals, individual line items will be reviewed to determine if offered prices are accurate and fair and reasonable. As part of this review, prices will be assessed to ensure competitive pricing. If any line items are not found to be fair and reasonable, they may be subject to negotiations and/or may require supporting documentation.

Invoices and/or quotes will be individually evaluated in accordance with the submission requirements.

Of the 38 Distribution Categories, a limited number may not be represented among the Market Basket line items. These categories are being included in the event that such items may be required during contract performance.

II. SUPPORTING PRODUCT INFORMATION

The Government will examine all of the offerors' product invoices and technical data sheets to compare against the solicitation line item descriptions to determine whether proposed items meet the solicited requirements, and that the Delivered Prices are in accordance with the terms and conditions of the solicited pricing provisions. Proposed item qualifications and substitutes will be shared and evaluated with the Government's customers to determine their acceptability.

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

If an insignificant number of items differ from the schedule of item descriptions, those items will be eliminated from the evaluation of all offerors;

Single-serve items with minute quantity differences may be evaluated without adjustment, as any additional quantity provides no additional value;

Larger, generally case size items, with pack-quantity differences may be evaluated on a per-pound or similar basis; and,

IMPORTANT: DLA Troop Support will evaluate all offered items proportionally to the corresponding market basket item on a unit of measure (“UoM”) basis. For items that strictly conform to the original solicited item, DLA will not adjust offered quantities. DLA will not adjust delivered UoM prices. DLA, however, shall correct submitted delivered prices which do not match offerors’ supporting documentation. DLA shall adjust the UoM quantities for any acceptable alternate items which result in a pack size difference. This quantity adjustment will be on a pro-rata basis to the original item: larger acceptable items shall result in smaller quantities and smaller acceptable items shall result in larger quantities. Ultimately, DLA shall ensure that each offeror’s UoM quantity represents the same aggregate amount (measured in evaluation units) as the original market basket line item.

If a significant number of items differ from the schedule of item descriptions, the offeror may be eliminated from the competitive range or may be deemed ineligible for award.

52.212-3 -- OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS (NOV 2014)

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically via the System for Award Management (SAM) website accessed through <http://www.acquisition.gov>. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (p) 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.

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

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

“Inverted domestic corporation”, as used in this section, means a foreign incorporated entity which is treated as an inverted domestic corporation under [6 U.S.C. 395\(b\)](#), *i.e.*, a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, 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—

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- (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.

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“Sensitive technology”—

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

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act ([50 U.S.C. 1702\(b\)\(3\)](#)).

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

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in [38 U.S.C. 101\(2\)](#), with a disability that is service-connected, as defined in [38 U.S.C. 101\(16\)](#).

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

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

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

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

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

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

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

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

“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 SAM website.

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

After reviewing the SAM database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR [4.1201](#)), except for paragraphs _____.

[Offeror to identify the applicable paragraphs at (c) through (p) 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 electronically on SAM.]

(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, that it [] is, [] is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

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

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

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

(ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: _____.]

Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

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

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

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

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

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

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

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

(i) It [] is, [] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material 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)(10)(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 Certificate.* (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American—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—Supplies.”

(2) Foreign End Products:

Line Item No. Country of Origin

[List as necessary]

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

(g)(1) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate*. (Applies only if the clause at FAR [52.225-3](#), Buy American—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, Panamanian, 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—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—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—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

| 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—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—Free Trade Agreements—Israeli Trade Act”:

Canadian End Products:

Line Item No.

| Line Item No. |
|---------------|
| _____ |
| _____ |
| _____ |

[List as necessary]

(3) *Buy American—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:

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(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—Free Trade Agreements—Israeli Trade Act”:

Canadian or Israeli End Products:

Line Item No. Country of Origin

| | |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

[List as necessary]

(4) *Buy American—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 clause of this solicitation entitled “Buy American-Free Trade Agreements-Israeli Trade Act”:

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

Line Item No. Country of Origin

| | |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

[List as necessary]

(5) *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 statute. 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;

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(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 Labor Standards*(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

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(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 Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) *Taxpayer Identification Number (TIN)* ([26 U.S.C. 6109](#), [31 U.S.C. 7701](#)). (Not applicable if the offeror is required to provide this information to the SAM database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of [31 U.S.C. 7701\(c\) and 3325\(d\)](#), reporting requirements of [26 U.S.C. 6041, 6041A, and 6050M](#), and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government ([31 U.S.C. 7701\(c\)\(3\)](#)). If the resulting contract is subject to the payment reporting requirements described in FAR [4.904](#), the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) *Taxpayer Identification Number (TIN)*.

TIN: _____.

TIN has been applied for.

TIN is not required because:

Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization.*

- Sole proprietorship;
- Partnership;
- Corporate entity (not tax-exempt);
- Corporate entity (tax-exempt);
- Government entity (Federal, State, or local);
- Foreign government;
- International organization per 26 CFR 1.6049-4;
- Other _____.

(5) *Common parent.*

- Offeror is not owned or controlled by a common parent;
- Name and TIN of common parent:
Name _____.
TIN _____.

(m) *Restricted business operations in Sudan.* By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) *Prohibition on Contracting with Inverted Domestic Corporations.*

(1) *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.

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

(1) The Offeror represents that it o has or o does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph

(2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

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

Immediate owner CAGE code: _____.

Immediate owner legal name: _____.

(Do not use a “doing business as” name)

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

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

Highest-level owner CAGE code: _____.

Highest-level owner legal name: _____.

(Do not use a “doing business as” name)

(End of provision)

Alternate I (Oct 2014). As prescribed in [12.301\(b\)\(2\)](#), add the following paragraph (c)(11) to the basic provision:

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

_____ Black American.

_____ Hispanic American.

_____ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

_____ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, Republic of Palau, Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

_____ Subcontinent 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.

ADDENDUM

ATTACHMENT TO FAR 52.212-3

252.225-7000 – BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM CERTIFICATE
(NOV 2014) DFARS

(a) *Definitions.* “Commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “foreign end product,” “qualifying country,” “qualifying country end product,” and

CONTINUED ON NEXT PAGE

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

(b) *Evaluation.* The Government—

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

(2) Will evaluate offers of qualifying country end products without regard to the restrictions of the Buy American statute or the Balance of Payments Program.

(c) *Certifications and identification of country of origin.*

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

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

(ii) For end products other than COTS items, components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

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

Line Item Number

Country of Origin

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

Line Item Number

Country of Origin (If known)

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

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

CONTINUED ON NEXT PAGE

(b) Evaluation. The Government—

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

Will consider only offers of end products that are U.S.-made, qualifying country, or designated country end products unless—

There are no offers of such end products;

The offers of such end products are insufficient to fulfill the Government's requirements; or

A national interest waiver has been granted.

(c) Certification and identification of country of origin.

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

The following supplies are other nondesignated country end products:

| Line Item Number | Country of Origin |
|------------------|-------------------|
| | |
| | |

FAR 52.216-1 – TYPE OF CONTRACT (APR 1984)

The Government contemplates award of an indefinite delivery indefinite quantity, fixed price with economic price adjustment contract resulting from this solicitation.

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.

FAR 52.215-6 – PLACE OF PERFORMANCE (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, intends, does not intend [*check applicable block*] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks “intends” in paragraph (a) of this provision, it shall insert in the following spaces the required information:

CONTINUED ON NEXT PAGE

| 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 |
|--|---|
| | |
| | |
| | |

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

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address:
<http://farsite.hill.af.mil/>.

252.209-7994 Representation by Corporations Regarding an Unpaid Delinquent Tax Liability or a Felony Conviction under any Federal Law—Fiscal Year 2014 Appropriations.
 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW—FISCAL YEAR 2014 APPROPRIATIONS
 (DEVIATION 2014-O0004) (OCTOBER 2013)

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

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

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

(b) The Offeror represents that—

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

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

The following additional provisions are incorporated by reference:

| Provision Number | Title/Date |
|------------------|---|
| 252.209-7001 | Disclosure of Ownership or Control by the Government of a Terrorist Country (JAN 2009) – DFARS |
| 52.233-9000 | Agency Protests (NOV 2011) – DLAD |
| 52.225-25 | Prohibition on Contracting with Entities Engaging in Sanctioned Activities Relating to Iran—Representation and Certification (DEC 2012) – FAR |

Part 12 Clauses

CLAUSES ADDED TO PART 12 BY ADDENDUM

- 252.203-7002 REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013) DFARS**
- 252.204-7003 CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992) DFARS**
- 252.204-7012 SAFEGUARDING OF UNCLASSIFIED CONTROLLED TECHNICAL INFORMATION (NOV 2013) DFARS**
- 52.211-9000 GOVERNMENT SURPLUS MATERIAL (AUG 2014) DLAD**

(c) With respect to the surplus material being offered, the Offeror represents that:

(1) The material is new, unused, and not of such age or so deteriorated as to impair its usefulness or safety.

Yes [] No []

The material conforms to the technical requirements cited in the solicitation (e.g., Commercial and Government Entity (CAGE) code and part number, specification, etc.).

Yes [] No []

The material conforms to the revision letter/number, if any is cited.

Yes [] No [] Unknown []

If no, the revision offered does not affect form, fit, function, or interface.

Yes [] No [] Unknown []

The material was manufactured by:

(Name)

(Address)

(2) The Offeror currently possesses the material. **Yes [] No []**

If no, the Offeror must attach or forward to the Contracting Officer an explanation as to how the offered quantities will be secured. If yes, the Offeror purchased the material from a Government selling agency or other source. **Yes [] No []** If yes, provide the information below:

| Government Selling Agency | Contract Number | Contract Date (Month, Year) |
|---------------------------|-----------------|-----------------------------|
| | | |

| | | |
|--|--|--|
| | | |
| | | |

| Other Source | Address | Date Acquired (Month, Year) |
|--------------|---------|--------------------------------|
| | | |
| | | |
| | | |
| | | |

(3) The material has been altered or modified. **Yes [] No []**
 If yes, the Offeror must attach or forward to the Contracting Officer a complete description of the alterations or modifications.

(4) The material has been reconditioned. **Yes [] No []**
 If yes, (i) the price offered includes the cost of reconditioning/refurbishment. **Yes [] No []**; and (ii) the Offeror must attach or forward to the Contracting Officer a complete description of any work done or to be done, including the components to be replaced and the applicable rebuild standard. The material contains cure-dated components. **Yes [] No []**
 If yes, the price includes replacement of cure-dated components. **Yes [] No []**

(5) The material has data plates attached. **Yes [] No []**
 If yes, the Offeror must state below all information contained thereon, or forward a copy or facsimile of the data plate to the Contracting Officer.

(6) The offered material is in its original package. **Yes [] No []**
 (If yes, the Offeror has stated below all original markings and data cited on the package; or has attached or forwarded to the Contracting Officer a copy or facsimile of original package markings.)

| Contract Number | National Stock Number (NSN) | Commercial and Government Entity (Cage) Code |
|-----------------|--------------------------------|--|
| | | |
| | | |
| | | |
| | | |

| Part Number | Other Markings/Data |
|-------------|---------------------|
| | |
| | |
| | |
| | |

(7) The Offeror has supplied this same material (National Stock Number) to the Government before. **Yes [] No []**
 If yes, (i) the material being offered is from the same original Government contract number as that provided previously. **Yes [] No []**; and (ii) state below the Government Agency and contract number under which the material was previously provided:

| Agency | Contract Number |
|--------|-----------------|
| | |
| | |
| | |

(8) The material is manufactured in accordance with a specification or drawing. **Yes [] No []**
 If yes, (i) the specification/drawing is in the possession of the Offeror. **Yes [] No []**; and (ii) the Offeror has stated the applicable information below, or forwarded a copy or facsimile to the Contracting Officer. **Yes [] No []**

| Specitication/Drawing Number | Revision (if any) | Date |
|---------------------------------|-------------------|------|
| | | |
| | | |
| | | |
| | | |

(9) The material has been inspected for correct part number and for absence of corrosion or any obvious defects. **Yes [] No []**
 If yes, (i) Material has been re-preserved. **Yes [] No []**;

- (ii) Material has been repackaged. **Yes [] No []** ;
 (iii) Percentage of material that has been inspected is _____% and/or number of items inspected is _____; and (iv) a written report was prepared. **Yes [] No []** If yes, the Offeror has attached it or forwarded it to the Contracting Officer. **Yes [] No []**
 (d) The Offeror agrees that in the event of award and notwithstanding the provisions of the solicitation, inspection and acceptance of the surplus material will be performed at source or destination subject to all applicable provisions for source or destination inspection.
 (e) The Offeror has attached or forwarded to the Contracting Officer one of the following, to demonstrate that the material being offered was previously owned by the Government (Offeror check which one applies):
 For national or local sales, conducted by sealed bid, spot bid or auction methods, a solicitation/Invitation For Bid and corresponding DLA Distribution Services 1427, Notice of Award, Statement and Release Document.
 For DLA Distribution Services Commercial Venture (CV) Sales, the shipment receipt/delivery pass document and invoices/receipts used by the original purchaser to resell the material.
 For DLA Distribution Services Recycling Control Point (RCP) term sales, the statement of account or billing document.
 For property sold under the exchange or sale regulation, conducted by sealed bid, auction or retail methods, a solicitation/Invitation for Bid and corresponding DLA Distribution Services Form 1427.
 When the above documents are not available, or if they do not identify the specific NSN being acquired, a copy or facsimile of all original package markings and data, including NSN, Commercial and Government Entity (CAGE) code and part number, and original contract number. (This information has already been provided in paragraph (c)(6) of this clause. **Yes [] No []**)
 When none of the above are available, other information to demonstrate that the offered material was previously owned by the Government.

Describe and/or attach.

52.232-9010 ACCELERATED PAYMENTS TO SMALL BUSINESS (APR 2014) DLAD

52.247-9012 REQUIREMENTS FOR TREATMENT OF WOOD PACKAGING MATERIAL (WPM) (FEB 2007) DLAD

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)

52.253-01 COMPUTER GENERATED FORMS (JAN 1991) FAR

252.225-7048 EXPORT CONTROLLED ITEMS (JUN 2013) DFARS

(a) *Definition.* "Export-controlled items," as used in this clause, means items subject to the Export Administration Regulations (EAR) (15 CFR Parts 730-774) or the International Traffic in Arms Regulations (ITAR) (22 CFR Parts 120-130). The term includes:

- (1) "Defense items," defined in the Arms Export Control Act, 22 U.S.C. 2778(j)(4)(A), as defense articles, defense services, and related technical data, and further defined in the ITAR, 22 CFR Part 120.
- (2) "Items," defined in the EAR as "commodities", "software", and "technology," terms that are also defined in the EAR, 15 CFR 772.1.

(b) The Contractor shall comply with all applicable laws and regulations regarding export-controlled items, including, but not limited to, the requirement for contractors to register with the Department of State in accordance with the ITAR. The Contractor shall consult with the Department of State regarding any questions relating to compliance with the ITAR and shall consult with the Department of Commerce regarding any questions relating to compliance with the EAR.

(c) The Contractor's responsibility to comply with all applicable laws and regulations regarding export-controlled items exists independent of, and is not established or limited by, the information provided by this clause.

(d) Nothing in the terms of this contract adds, changes, supersedes, or waives any of the requirements of applicable Federal laws, Executive orders, and regulations, including but not limited to—

- (1) The Export Administration Act of 1979, as amended (50 U.S.C. App. 2401, *et seq.*);
- (2) The Arms Export Control Act (22 U.S.C. 2751, *et seq.*);
- (3) The International Emergency Economic Powers Act (50 U.S.C. 1701, *et seq.*);
- (4) The Export Administration Regulations (15 CFR Parts 730-774);
- (5) The International Traffic in Arms Regulations (22 CFR Parts 120-130); and
- (6) Executive Order 13222, as extended.

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

CONTINUED ON NEXT PAGE

(End of clause)

Attachments

List of Attachments

| Description | File Name |
|---|---|
| ATTACH.Texas and New Mexico current Catalog | Copy of Texas and New Mexico Current Catalog.xlsx |
| ATTACH.SPE30015R0010 Price Proposal | SPE300-15-R-0010 Price Proposal (12-11-14).xlsm |
| ATTACH.EDI guidelines | STORES_EDI_Guidelines.docx |
| ATTACH.Texas and New Mexico delivery Schedule | Texas and New Mex Delivery Schedule.docx |

Part 12 Provisions

52.212-03 OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS (MAY 2014) FAR

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically via <https://www.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.

(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 _____**.

CONTINUED ON NEXT PAGE

[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 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 |
|---------------|-------------------|
| | |
| | |
| | |

(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 |
|---------------|-------------------|
| | |
| | |
| | |

(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 2013), ALT I (MAY 2014) FAR

As prescribed in 12.301(b)(2), add the following paragraph (c)(12) to the basic provision:

(12) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c)(8) of this provision.)

The offeror shall check the category in which its ownership falls:

- Black American.
- Hispanic American.
- Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).
- Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).
- Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).
- Individual/concern, other than one of the preceding.

PROVISIONS ADDED TO PART 12 BY ADDENDUM

252.203-7005 REPRESENTATION RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (NOV 2011) DFARS

252.209-7998 REPRESENTATION REGARDING CONVICTION OF A FELONY CRIMINAL VIOLATION UNDER ANY FEDERAL OR STATE LAW (DEVIATION 2012-O0007) (MAR 2012)

(a) In accordance with section 514 of Division H of the Consolidated Appropriations Act, 2012, none of the funds made available by that Act may be used to enter into a contract with any corporation that was convicted of a felony criminal violation under any Federal or State law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government.

(b) The Offeror represents that it is is not a corporation that was convicted of a felony criminal violation under a Federal or State law within the preceding 24 months.

(End of provision)

252.209-7999 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION 2012-O0004) (JAN 2012)

(a) In accordance with sections 8124 and 8125 of Division A of the Consolidated Appropriations Act, 2012, (Pub. L. 112-74) none of the funds made available by that Act may be used to enter into a contract with any corporation that—

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

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

CONTINUED ON NEXT PAGE

(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)

52.211-9011 BUSINESS SYSTEMS MODERNIZATION (BSM) DELIVERY TERMS AND EVALUATION (MAY 2006) DLAD

52.233-9000 AGENCY PROTESTS (NOV 2011) DLAD

52.252-01 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998) - FAR

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.dla.mil/Acquisition> and <http://farsite.hil.af.mil/> .

(End of Provision)