

SF1449 - CONTINUATION SHEET
CONTINUATION OF THE BLOCKS ON PAGE 1 (SF 1449)

BLOCK 8 (continued)

OFFER DUE DATE/LOCAL TIME: 12/17/2019, **3:00 P.M. LOCAL PHILADELPHIA TIME**

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

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

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.

Address and Submit **MAILED OFFER** to:

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

Solicitation Number: **SPE300-20-R-X011**

Opening/Closing Date and Time: **12/06/2019 – 12/17/2019 3:00 P.M.**

Address and Deliver **HAND CARRIED OFFER**, including delivery by commercial carrier, to:

DLA Troop Support
700 Robbins Avenue
ATT: Business Opportunities Office, Bldg 45-C-167
Philadelphia, PA, 19111

Solicitation Number: **SPE300-20-R-X011**

Opening/Closing Date and Time: **12/06/2019 – 12/17/2019 3:00 P.M.**

Notes: 1. All hand carried offers are to be delivered to the Business Opportunities Office between 8:00 AM and 3:00 PM, local Philadelphia time, 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 commercial carrier service “hand carries” the package to the Business Opportunities Office specified above for hand carried offers prior to the scheduled opening/closing time. Package must be plainly marked **ON THE OUTSIDE OF THE COMMERCIAL CARRIER’S ENVELOPE** with the solicitation number, date and time set forth for receipt of offers as indicated in Block 8 of the Standard Form 1449.

2. Examples of “hand carried” offers include: In-person delivery by offerors,

Fed Ex, Airborne, UPS, DHL, Emery, other commercial carrier, USPS Express Mail and USPS Certified Mail.

3. Offerors intending to deliver offers in-person should be advised that the Business Opportunities Office (Bid Room) is located within a secure military installation. In order to gain access to the facility, an escort may be required. The escort will be an employee from the Bid Room. The following are telephone numbers for the Bid Room: (215)737-8511, (215)737-9044, (215)737- 8556, (215)737-0317. It is the offeror’s responsibility to ensure that offers are received at the correct location at the correct time. Please allow sufficient time to complete delivery of hand carried offers.

4. Since the length of time necessary to gain access to the facility varies based on a number of circumstances, it is recommended that you arrive at the installation at least one hour prior to the time the solicitation closes to allow for security processing and to secure an escort.

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

E-mailed offers WILL BE the accepted 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 SF1449 or see 52.212-1, Instructions to Offerors-Commercial Items for information on contacting Dun and Bradstreet.)

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

PRIMARY COMPANY POC/NEGOTIATOR _____

PHONE #: _____

E-MAIL ADDRESS: _____

BLOCK 17B (Continued):

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

AUTHORIZED NEGOTIATORS:

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

BLOCKS 19-24 (CONTINUED):

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

CAUTION NOTICE

THIS IS A SOLICITATION FOR CONUS PRIME VENDOR

THIS SOLICITATION COVERS THE SUBSISTENCE PRIME VENDOR REQUIREMENTS FOR THE SOUTH DAKOTA REGION AND REPRESENTS AN INDEFINITE DELIVERY CONTRACT (IDC) UTILIZING SIMPLIFIED ACQUISITION PROCEDURES, FAR SUBPART 13.5, WHICH WILL RESULT IN A FIXED PRICE CONTRACT SUBJECT TO ECONOMIC PRICE ADJUSTMENT (EPA). THE AWARD WILL BE MADE USING LOWEST PRICE TECHNICALLY ACCEPTABLE (LPTA) PROCEDURES.

LANGUAGE HAS BEEN INCLUDED IN THIS SOLICITATION SOLELY FOR NAVY SHIPS CUSTOMERS. SHOULD NAVY SHIPS CUSTOMER(S) REQUIRE PRIME VENDOR SUPPORT UNDER THIS CONTRACT, THE NAVY SHIPS SPECIFIC LANGUAGE WILL BE APPLICABLE.

THE CONTRACT CLAUSES SECTION OF THIS SOLICITATION INCLUDES THE 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.

THE OFFEROR SHOULD PROVIDE THEIR BEST OFFER UP FRONT IN THE EVENT THAT THE GOVERNMENT MAKES AN AWARD BASED ON THE INITIAL OFFER. 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.

THE CONTRACTING OFFICER MAY USE AN ON-LINE REVERSE AUCTION AS A MEANS OF CONDUCTING PRICE DISCUSSIONS UNDER SOLICITATION SPE300-20-R-X011. DLA TROOP SUPPORT WILL PROVIDE TRAINING TO OFFERORS ON THE REVERSE AUCTION PROCEDURES AND THE ON-LINE AUCTION SYSTEM.

If you plan to submit questions, please send an e-mail with the following information:

- Name of Firm
- Name and Title of Representative
- Address of Firm
- E-Mail Address
- Phone Number
- Size of Business
- Questions

This information may be e-mailed to Darryl Wilson and Patricia Griffith at: darryl.wilson@dla.mil and patricia.griffith@dla.mil.

NOTE: Vendors are encouraged to carefully review the solicitation before Submission.

???? 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 2 copies of the Non-Price Proposal (1 printed copy and 1 CD that contains both documents, a locked PDF file and an editable Microsoft Word file). Prepare and return 2 copies of the Business/Price Proposal (1 printed copy and 1 CD that contains both documents, a locked PDF file and an editable Microsoft Excel file. For the printed copy, each tab of the spreadsheet should be printed separately).	
5	Read 52.212-1 (Instructions to Offerors – Commercial Items), and 52.212-2 (Evaluation – Commercial Items) very carefully to assure you prepare your Non-Price and Business/Price Proposals in accordance with the evaluation criteria?	
6	Submit the Business/Price Proposal on the formatted spreadsheets in accordance with the instructions in the solicitation (1 printed copy and 1 CD that contains both documents, a locked PDF file and an editable Microsoft Excel file. For the printed copy, each tab of the spreadsheet should be printed separately).	
7	Mark your calendar with the date scheduled for submission.	
8	Submit your best offer?	
9	Submit a Small Business Subcontracting Plan if your firm is a large business?	
10	Check your math for accuracy on your Business/Price Proposal?	
11	Identify your authorized negotiators 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	

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

CAUTION - CONTRACTOR CODE OF BUSINESS ETHICS (FEB 2012)

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

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

NOTICE TO OFFERORS

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

Note: If there is a conflict in clauses found in the 1449 and the Statement of Work, the clauses in the Statement of Work take precedence.

CONTRACT CLAUSES

52.212-4, CONTRACT TERMS AND CONDITIONS --COMMERCIAL ITEMS (OCT 2018) is incorporated in this solicitation by reference. Its full text may be accessed electronically at <https://www.acquisition.gov/far/index.html>. Text is available for viewing in Subpart 52.2 Text of Provisions and Clauses, through either the HTML or PDF Format links.

Addendum to 52.212-4:

The following paragraph of 52.212-4 is 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.

- (1) 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.
- (2) The Contracting Officer may at any time, by unilateral written order, make changes within the general scope of this contract in any one or more of the following:
 - (i) method of shipment or packing;
 - (ii) place, manner, or time of delivery.
- (3) If such change causes an increase or decrease in the cost of, or time required for, performance for any part of the work under this contract, the Contracting Officer shall make equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.

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

3. Paragraph (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 vendor. Any changes must be made on the face of the invoice; attachments are not acceptable.
- (4) All invoicing for payment is to be filed electronically using EDI transaction set 810 (see 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, all internal debit/credit transactions must be completed prior to the submission of the invoice. Invoice lines that do not contain the correct invoice data and/or contain incorrect quantities delivered or prices charged will be rejected. The vendor will be responsible for correction and re-submission.
- (6) The same invoice cannot be submitted with different dollar amounts.
- (7) For catch weight items, standard rounding methods must be observed, i.e. < 5: rounded down; = 5 or > 5: rounded up. All weights must be rounded to whole pounds using standard rounding methods. Any line submitted for other than whole numbers will be rejected and require correction and re-submission by the vendor.
- (8) Unit prices and extended prices must be formatted not more than two (2) decimal places to the right of the decimal point. Subsistence Total Order and Receipt Electronic System (STORES) will not accommodate positions of 3 and above beyond the decimal point
- (9) The following address must appear in the "Bill To" or "Payment Will Be Made By" block of the Contractor's invoice:

DFAS – Columbus Center
Attn: DFAS – CO-
P.O. BOX 182317
COLUMBUS, OH 43218-6260
- (10) Each invoice shall contain sufficient data for billing purposes. This includes, but is not limited to:

Contract Number, Call or Delivery Order Number, and Purchase Order Number;

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

- (11) Vendors are required to use the Vendor Reconciliation Tool [see 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 vendor 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, vendors will have availability to view what the customer has or has not receipted, via the website <http://www.troopsupport.dla.mil/subs/recon1.pdf>. The Contractor will have access to "unreconciled" information, i.e. the invoice does not match the receipt because of a quantity or price discrepancy, or because the customer has not posted a receipt. Both invoice information and receipt information will be available for review on the BSM website by the Contractor. While the vendor will not have the capability to update customer receipt information, update capability will be available for unreconciled invoice information for approximately 30 days.
- (11) The Government intends to make payments under the resultant contract by electronic funds transfer (EFT). Reference Clause 52.232-33, "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 \$1350.00 as payment in full for the administrative costs of such repurchase. This assessment of damages for administrative costs shall apply for any termination for cause following which the Government repurchases the terminated supplies or services together with any incidental or consequential damages incurred because of the termination. If it is determined that the Government improperly terminated this contract for cause, 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:

(1) Immediately notify the following personnel:

- (i) Customers that have received the recalled product;
- (ii) DLA TROOP SUPPORT Contracting Officer;
- (iii) DLA TROOP SUPPORT Account Manager; and
- (iv) DLA TROOP SUPPORT Consumer Safety Officer at 215-737-3845

(2) Provide the following information to the DLA TROOP SUPPORT Consumer Safety Officer within three (3) days:

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

(3) The Contractor shall provide a Final Status Report of Recall, when completed, to the DLA TROOP SUPPORT Consumer Safety Officer.”

(4) 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.

Add the following paragraph:

(a) Definitions.

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

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

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

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

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

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

(1) The Offeror has entered all mandatory information, including the unique entity identifier and the EFT indicator, if applicable, the Contractor and Government Entity (CAGE) code, as well as date required by the Federal Funding Accountability and Transparency Act of 2006, into the SAM database;

(2) The Offeror has completed the Core Data, Assertions, and Representations and Certifications, and Points of Contact sections of the registration in the SAM database;

(3) The Government has validated all mandatory data fields to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service. The Offeror will be required to provide consent for TIN validation to the Government as part of the SAM registration process.

(4) The Government has marked the record “Active”.

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

(1) Background

- (i) Contractor Performance Assessment Reporting System (CPARS) is now hosting web-enabled applications that are used to collect and manage a library of automated Contractor performance evaluations that are completed in accordance with FAR Parts 36 and 42. FAR Part 36 identifies the requirements for documenting Contractor performance for architect-engineer and construction contracts while FAR Part 42 identifies requirements for documenting Contractor performance for systems and non-systems acquisitions. The CPARS applications

are designed for UNCLASSIFIED use only. Classified information is not to be entered into these systems. In general, Contractor performance assessments or evaluations provide a record, both positive and negative, for a given contract during a specified period of time. When evaluating Contractor performance each assessment or evaluation is based on objective facts and is supported by program and contract management data, such as cost performance reports, customer comments, quality reviews, technical interchange meetings, financial solvency assessments, construction/production management reviews, Contractor operations reviews, functional performance evaluations, and earned contract incentives.

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

(2) Obtaining a PKI certificate

- (i) 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 vendors who provide digital certificates to DoD's industry partners who are using their own equipment or working in non-Government facilities. A list of ECAs is available at <http://iase.disa.mil/pki/eca/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.

52.212-5 -- Contract Terms and Conditions Required to Implement Statutes or Executive Orders -- Commercial Items. (May 2019)

(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) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.204-23, Prohibition on Contracting for Hardware,

Software, and Services Developed or Provided by Kaspersky Lab and

Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

(3) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015)

(4) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(5) 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 (Oct 2015) (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 (Oct 2018) (Pub. L. 109-282) (31 U.S.C. 6101 note).

(5) [Reserved]

(6) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

(7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

(8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Oct 2015) (31 U.S.C. 6101 note).

(9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) (41 U.S.C. 2313).

(10) [Reserved]

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

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

X (12) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2014) (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.

X (16) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)).

X (17) (i) 52.219-9, Small Business Subcontracting Plan (Aug 2018) (15 U.S.C. 637(d)(4)).

___ (ii) Alternate I (Nov 2016) of 52.219-9.

X (iii) Alternate II (Nov 2016) of 52.219-9.

___ (iv) Alternate III (Nov 2016) of 52.219-9.

___ (v) Alternate IV (Aug 2018) of 52.219-9.

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

___ (19) 52.219-14, Limitations on Subcontracting (Jan 2017) (15 U.S.C. 637(a)(14)).

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

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

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

___ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) (15 U.S.C. 637(m)).

___ (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Dec 2015) (15 U.S.C. 637(m)).

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

X (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jan 2018) (E.O. 13126).

X (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

X (28) (i) 52.222-26, Equal Opportunity (Sep 2016) (E.O. 11246).

___ (ii) Alternate I (Feb 1999) of 52.222-26.

X (29) (i) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).

___ (ii) Alternate I (July 2014) of 52.222-35.

X (30) (i) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

___ (ii) Alternate I (July 2014) of 52.222-36.

___ (31) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).

X (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

X (33) (i) 52.222-50, Combating Trafficking in Persons (JAN 2019)

(22 U.S.C. chapter 78 and E.O. 13627).

___ (ii) Alternate I (Mar 2015) of 52.222-50, (22 U.S.C. chapter 78 and E.O. 13627).

X (34) 52.222-54, Employment Eligibility Verification (Oct 2015). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

___ (35) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

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

___ (36) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O.13693).

___ (37) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).

___ (38) (i) 52.223-13, Acquisition of EPEAT® -Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514)

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

___ (39) (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.

___ (40) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

___ (41) (i) 52.223-16, Acquisition of EPEAT® -Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).

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

X (42) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging while Driving (Aug 2011) (E.O. 13513).

___ (43) 52.223-20, Aerosols (Jun 2016) (E.O. 13693).

___ (44) 52.223-21, Foams (Jun 2016) (E.O. 13696).

___ (45) (i) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).

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

X (46) 52.225-1, Buy American--Supplies (May 2014) (41 U.S.C. chapter 83).

X (47) (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.

X (48) 52.225-5, Trade Agreements (Aug 2018) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

X (49) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

___ (50) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

___ (51) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

___ (52) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

___ (53) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505), 10 U.S.C. 2307(f)).

___ (54) 52.232-30, Installment Payments for Commercial Items (Jan 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

X (55) 52.232-33, Payment by Electronic Funds Transfer--System for Award Management (Oct 2018) (31 U.S.C. 3332).

___ (56) 52.232-34, Payment by Electronic Funds Transfer—Other Than System for Award Management (Jul 2013) (31 U.S.C. 3332).

___ (57) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).

X (58) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

___ (59) 52.242-5, Payments to Small Business Subcontractors (Jan 2017) (15 U.S.C. 637(d)(13)).

___ (60) (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.

___ (iii) Alternate II (Feb 2006) of 52.247-64.

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

[Contracting Officer check as appropriate.]

___ (1) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495)

___ (2) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67.).

___ (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

___ (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards -- Price Adjustment (Multiple Year and Option Contracts) (Aug 2018) (29 U.S.C.206 and 41 U.S.C. chapter 67).

___ (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards -- Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

___ (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-- Requirements (May 2014) (41 U.S.C. chapter 67).

___ (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67).

___ (8) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015) (E.O. 13658).

___ (9) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

___ (10) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792).

(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 (Jan 2019) (41 U.S.C. 3509).

(ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) 52.204-23, Prohibition on Contracting for Hardware,

Software, and Services Developed or Provided by Kaspersky Lab and

Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

- (iv) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (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 \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
- (v) 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.
- (vi) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- (vii) 52.222-26, Equal Opportunity (Sep 2016) (E.O. 11246).
- (viii) 52.222-35, Equal Opportunity for Veterans (Oct 2019) (38 U.S.C. 4212).
- (ix) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
- (x) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).
- (xi) 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.
- (xii) 52.222-41, Service Contract Labor Standards (Aug 2018), (41 U.S.C. chapter 67).
- (xiii) (A) 52.222-50, Combating Trafficking in Persons (Jan 2019) (22 U.S.C. chapter 78 and E.O. 13627).
(B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 E.O. 13627).
- (xiv) 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.)
- (xv) 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)
- (xvi) 52.222-54, Employment Eligibility Verification (Oct 2015) (E. O. 12989).
- (xvii) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).

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

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

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

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

(xxi) 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.

(xxii) 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 TO FAR 52.212-5

**ECONOMIC PRICE ADJUSTMENT (EPA) – ACTUAL MATERIAL COSTS FOR
SUSTINENCE DELIVERED PRICE BUSINESS MODEL – DLA TROOP SUPPORT
SUSTINENCE PRIME VENDOR (SPV) CONTIGUOUS UNITED STATES (CONUS), ALASKA,
AND HAWAII**

(a) Warranties. For the portion of the schedule that is covered by this EPA language, 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 EPA language; and

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

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

(1) “Private label holder” means:

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

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

(iii) An entity holding exclusive marketing and/or sales authority of a product, or one holding property

rights in a proprietary product formula.

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

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

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

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

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

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

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

(5) Delivered price.

(i) Delivered price” means the most recent manufacturer, grower, or private label holder commercial price per unit to the Contractor, inclusive of all standard freight, that is input in the contractor’s purchasing system as the starting basis for its pricing to customers prior to the application of any specific distribution fees, rebates, discounts, limited discounts, or other financial agreements with the Contractor’s customers. The delivered price shall be based on f.o.b. destination delivered using standard freight. The delivered price shall exclude all costs that are to be covered in the distribution price. The SPV Contractor warrants that the delivered price to its delivering warehouse of a product sold at any given time by the SPV Contractor to DLA 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 EPA language or other applicable provision of the contract. Only the delivered price component of the Contract unit price is subject to adjustment under this EPA language. After the first ordering week, if the Contractor's delivered price changes for any or all Contract unit prices, the Contract unit price shall be

changed in the next week's ordering catalog upon the Contractor's request, submitted in accordance with paragraph (iii) below, by the same dollar amount of the change in the delivered price, subject to the limitations in paragraph (d). The price change shall be effective at the beginning of the next ordering week. All ordering catalog unit prices computed in accordance with this EPA language 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 1:30 PM local Philadelphia 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 EPA language 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 EPA language, 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 EPA language, 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 EPA language 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 EPA language) 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 EPA language during the contract period inclusive of any option period(s) shall not exceed 30% for all items except fresh fruits and vegetables (FF&V) and 120% 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 EPA language 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 price increase. In the event the latest actual market price for an item would result in a contract unit price that will exceed the allowable ceiling price under the contract, then the Contractor shall immediately notify the Contracting Officer in writing or via its EDI 832 price change request and separate email no later than the time specified in paragraph (c)(1)(iii) above. With either such notification the Contractor shall include a revised ceiling the Contractor believes is sufficient to permit completion of remaining contract performance, along with appropriate explanation and documentation as required by the Contracting Officer.

(2) If an actual increase in the delivered price would raise a contract unit price for an item above the current ceiling, the Contractor shall have no obligation under this contract to fill future orders for such

items, as of the effective date of the increase, unless the Contracting Officer issues a contract modification to raise the ceiling. If the contract ceiling will not be raised, the Contracting Officer shall so promptly notify the Contractor in writing. After evaluation of a requested actual price increase, if the Contracting Officer authorizes the change in the Contract unit price, the Contractor shall submit an EDI 832 price change. The price change shall be posted for the following week's ordering catalog.

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

(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 EPA language. 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 EPA language.

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

52.204-21 – Basic Safeguarding of Covered Contractor Information Systems (Jun 2016)

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

"Covered contractor information system" means an information system that is owned or operated by a contractor that processes, stores, or transmits Federal contract information.

"Federal contract information" means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government, but not including information provided by the Government to the public (such as on public Web sites) or simple transactional information, such as necessary to process payments.

"Information" means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).

"Information system" means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information (44 U.S.C. 3502).

"Safeguarding" means measures or controls that are prescribed to protect information systems.

(b) Safeguarding requirements and procedures.

(1) The Contractor shall apply the following basic safeguarding requirements and procedures to protect covered contractor information systems. Requirements and procedures for basic safeguarding of covered contractor information systems shall include, at a minimum, the following security controls:

- (i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).
- (ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.
- (iii) Verify and control/limit connections to and use of external information systems.
- (iv) Control information posted or processed on publicly accessible information systems.
- (v) Identify information system users, processes acting on behalf of users, or devices.
- (vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.
- (vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.
- (viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.
- (ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.
- (x) Monitor, control, and protect organizational communications (i.e., information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.
- (xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.
- (xii) Identify, report, and correct information and information system flaws in a timely manner.
- (xiii) Provide protection from malicious code at appropriate locations within organizational information systems.

(xiv) Update malicious code protection mechanisms when new releases are available.

(xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.

(2) *Other requirements.* This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal agencies and departments relating to covered contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.

(c) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial items, other than commercially available off-the-shelf items), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

(End of clause)

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L02 Electronic Order Transmission (SEP 2016)

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

() American National Standards Institute (ANSI) X12 Standards through a DLA transaction services approved value added network (VAN).

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

Email notification requires registration on the DLA Internet Bid Board System (DIBBS) home page at <https://www.dibbs.bsm.dla.mil/>.

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

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

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

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

DLA Troop Support, dlaedigroup@dla.mil

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

52.207-4 -- Economic Purchase Quantity -- Supplies (Aug. 1987)

(a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals or quotes are requested in this solicitation is (are) economically advantageous to the Government.

(b) Each offeror who believes that acquisitions in different quantities would be more advantageous is invited to recommend an economic purchase quantity. If different quantities are recommended, a total and a unit price must be quoted for applicable items. An economic purchase quantity is that quantity at which a significant price break occurs. If there are significant price breaks at different quantity points, this information is desired as well.

OFFEROR RECOMMENDATIONS

<u>ITEM</u>	<u>QUANTITY</u>	<u>PRICE QUOTATION</u>	<u>TOTAL</u>

(c) The information requested in this provision is being solicited to avoid acquisitions in disadvantageous quantities and to assist the Government in developing a data base for future acquisitions of these items. However, the Government reserves the right to amend or cancel the solicitation and resolicit with respect to any individual item in the event quotations received and the Government's requirements indicate that different quantities should be acquired.

(End of Provision)

52.211-17 -- Delivery of Excess Quantities (Sep 1989)

The Contractor is responsible for the delivery of each item quantity within allowable variations, if any. If the Contractor delivers and the Government receives quantities of any item in excess of the quantity called for (after considering any allowable variation in quantity), such excess quantities will be treated as being delivered for the convenience of the Contractor. The Government may retain such excess quantities up to \$250 in value without compensating the Contractor therefor, and the Contractor waives all right, title, or interests therein. Quantities in excess of \$250 will, at the option of the Government, either be returned at the Contractor's expense or retained and paid for by the Government at the contract unit price.

(End of Clause)

C03 Contractor Retention of Supply Chain Traceability Documentation (SEP 2016)

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

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

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

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

(4) The contractor shall immediately make available documentation upon request of the contracting officer. The contracting officer determines the acceptability and sufficiency of

documentation. If the contractor fails to retain or provide the documentation or the contracting officer finds the documentation to be unacceptable, corrective action may be taken including, but not limited to, cancellation of undelivered orders or rejection of delivered supplies.

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252.216-7006 Ordering.

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 Effective date through up to 36 months thereafter.

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

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

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

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

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, 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 \$5,600,000.00;

(2) Any order for a combination of items in excess of \$5,600,000.00; 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 day after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

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.**

(End of Clause)

252.225-7001 Buy American and Balance of Payments Program —BASIC (DEC 2017)

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

"Commercially available off-the-shelf (COTS) item"—

(i) Means any item of supply (including construction material) that is—

(A) A commercial item (as defined in paragraph (1) of the definition of "commercial item" in section 2.101 of the Federal Acquisition Regulation);

(B) Sold in substantial quantities in the commercial marketplace; and

(C) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(ii) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

“Component” means an article, material, or supply incorporated directly into an end product.

“Domestic end product” means—

(i) An unmanufactured end product that has been mined or produced in the United States; or

(ii) An end product manufactured in the United States if—

(A) The cost of its qualifying country components and its components that are mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. The cost of components includes transportation costs to the place of incorporation into the end product and U.S. duty (whether or not a duty-free entry certificate is issued). Scrap generated, collected, and prepared for processing in the United States is considered domestic. A component is considered to have been mined, produced, or manufactured in the United States (regardless of its source in fact) if the end product in which it is incorporated is manufactured in the United States and the component is of a class or kind for which the Government has determined that—

(1) Sufficient and reasonably available commercial quantities of a satisfactory quality are not mined, produced, or manufactured in the United States; or

(2) It is inconsistent with the public interest to apply the restrictions of the Buy American statute; or

(B) The end product is a COTS item.

“End product” means those articles, materials, and supplies to be acquired under this contract for public use.

“Foreign end product” means an end product other than a domestic end product.

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

Australia

Austria

Belgium

Canada

Czech Republic

Denmark

Egypt

Estonia

Finland

France

Germany

Greece

Israel

Italy

Japan

Latvia

Luxembourg

Netherlands

Norway

Poland

Portugal

Slovenia

Spain

Sweden

Switzerland

Turkey

United Kingdom of Great Britain and Northern Ireland.

“Qualifying country component” means a component mined, produced, or manufactured in a qualifying country.

“Qualifying country end product” means—

(i) An unmanufactured end product mined or produced in a qualifying country; or

(ii) An end product manufactured in a qualifying country if —

(A) The cost of the following types of components exceeds 50 percent of the cost of all its components:

(1) Components mined, produced, or manufactured in a qualifying country.

(2) Components mined, produced, or manufactured in the United States.

(3) Components of foreign origin of a class or kind for which the Government has determined that sufficient and reasonably available commercial quantities of a satisfactory quality are not mined, produced, or manufactured in the United States; or

(B) The end product is a COTS item.

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

(b) This clause implements 41 U.S.C chapter 83, Buy American. In accordance with 41 U.S.C. 1907, the component test of the Buy American statute is waived for an end product that is a COTS item (see section 12.505(a)(1) of the Federal Acquisition Regulation). Unless otherwise specified, this clause applies to all line items in the contract.

(c) The Contractor shall deliver only domestic end products unless, in its offer, it specified delivery of other end products in the Buy American □ Balance of Payments Program Certificate provision of the solicitation. If the Contractor certified in its offer that it will deliver a qualifying country end product, the Contractor shall deliver a qualifying country end product or, at the Contractor's option, a domestic end product.

(d) The contract price does not include duty for end products or components for which the Contractor will claim duty-free entry.

(End of clause)

252.232-7011 Payments in Support of Emergencies and Contingency Operations (MAY 2013)

(a) Definitions of pertinent terms are set forth in sections 2.101, 32.001, and 32.902 of the Federal Acquisition Regulation.

(b) Notwithstanding any other payment clause in this contract, the Government will make invoice payments under the terms and conditions specified in this clause. The Government considers payment as being made on the day a check is dated or the date of an electronic funds transfer.

(c) *Invoice payments.*

(1) *Due date.*

(i) Payment will be made as soon as possible once a proper invoice is received and matched with the contract and the receiving/acceptance report.

(ii) If the contract does not require submission of an invoice for payment (e.g., periodic lease payments), the due date will be as specified in the contract.

(2) *Contractor's invoice.* The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice should include the items listed in paragraphs (c)(2)(i) through (c)(2)(x) of this clause.

(i) Name and address of the Contractor.

(ii) Invoice date and invoice number. (The Contractor should date invoices as close as possible to the date of the mailing or transmission.)

(iii) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).

(iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.

(v) Shipping and payment terms (e.g., shipment number and date of shipment, discount for prompt payment terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.

(viii) Taxpayer Identification Number (when required). The taxpayer identification number is required for all payees subject to the U.S. Internal Revenue Code.

(ix) Electronic funds transfer banking information.

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

(B) If electronic funds transfer 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 electronic funds transfer banking information in accordance with the applicable solicitation provision (e.g., FAR 52.232-38, Submission of Electronic Funds Transfer Information with Offer), contract clause (e.g., FAR 52.232-33, Payment by Electronic Funds Transfer—System for Award Management, or FAR 52.232-34, Payment by Electronic Funds Transfer-Other Than System for Award Management), or applicable agency procedures.

(C) Electronic funds transfer banking information is not required if the Government waived the requirement to pay by electronic funds transfer.

(x) Any other information or documentation required by the contract (e.g., evidence of shipment).

(3) *Discounts for prompt payment.* The designated payment office will take cost-effective discounts if the payment is made within the discount terms of the contract.

(4) *Contract financing payment.* If this contract provides for contract financing, the Government will make contract financing payments in accordance with the applicable contract financing clause.

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

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

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

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

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

(D) Contractor point of contact; and

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

(d) This clause is applicable until otherwise notified by the Contracting Officer. Upon notification by issuance of a contract modification, the appropriate FAR Prompt Payment clause in the contract becomes applicable.

(End of clause)

252.246-7003 Notification of Potential Safety Issues (JUN 2013)

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

“Credible information” means information that, considering its source and the surrounding circumstances, supports a reasonable belief that an event has occurred or will occur.

“Critical safety item” means a part, subassembly, assembly, subsystem, installation equipment, or support equipment for a system that contains a characteristic, any failure, malfunction, or absence of which could have a safety impact.

“Safety impact” means the occurrence of death, permanent total disability, permanent partial disability, or injury or occupational illness requiring hospitalization; loss of a weapon system; or property damage exceeding \$1,000,000.

“Subcontractor” means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for the Contractor or another subcontractor under this contract.

(b) The Contractor shall provide notification, in accordance with paragraph (c) of this clause, of—

(1) All nonconformances for parts identified as critical safety items acquired by the Government under this contract; and

(2) All nonconformances or deficiencies that may result in a safety impact for systems, or subsystems, assemblies, subassemblies, or parts integral to a system, acquired by or serviced for the Government under this contract.

(c) The Contractor—

(1) Shall notify the Administrative Contracting Officer (ACO) and the Procuring Contracting Officer (PCO) as soon as practicable, but not later than 72 hours, after discovering or acquiring credible information concerning nonconformances and deficiencies described in paragraph (b) of this clause; and

(2) Shall provide a written notification to the ACO and the PCO within 5 working days that includes—

(i) A summary of the defect or nonconformance;

(ii) A chronology of pertinent events;

(iii) The identification of potentially affected items to the extent known at the time of notification;

(iv) A point of contact to coordinate problem analysis and resolution; and

(v) Any other relevant information.

(d) The Contractor—

(1) Is responsible for the notification of potential safety issues occurring with regard to an item furnished by any subcontractor; and

(2) Shall facilitate direct communication between the Government and the subcontractor as necessary.

(e) Notification of safety issues under this clause shall be considered neither an admission of responsibility nor a release of liability for the defect or its consequences. This clause does not affect any right of the Government or the Contractor established elsewhere in this contract.

(f)(1) The Contractor shall include the substance of this clause, including this paragraph (f), in subcontracts for—

(i) Parts identified as critical safety items;

(ii) Systems and subsystems, assemblies, and subassemblies integral to a system; or

(iii) Repair, maintenance, logistics support, or overhaul services for systems and subsystems, assemblies, subassemblies, and parts integral to a system.

(2) For those subcontracts, including subcontracts for commercial items, described in paragraph (f)(1) of this clause, the Contractor shall require the subcontractor to provide the notification required by paragraph (c) of this clause to—

(i) The Contractor or higher-tier subcontractor; and

(ii) The ACO and the PCO, if the subcontractor is aware of the ACO and the PCO for the contract.

(End of clause)

252.247-7023 Transportation of Supplies by Sea -BASIC (FEB 2019)

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

“Components” means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.

“Department of Defense” (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.

“Foreign-flag vessel” means any vessel that is not a U.S.-flag vessel.

“Ocean transportation” means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.

“Subcontractor” means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract.

“Supplies” means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.

(i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

(ii) “Supplies” includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

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

(b)(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.

(2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if—

(i) This contract is a construction contract; or

(ii) The supplies being transported are—

(A) Noncommercial items; or

(B) Commercial items that—

(1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);

(2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that—

(1) U.S.-flag vessels are not available for timely shipment;

- (2) The freight charges are inordinately excessive or unreasonable; or
- (3) Freight charges are higher than charges to private persons for transportation of like goods.

(d) The Contractor must submit any request for use of foreign-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum—

- (1) Type, weight, and cube of cargo;
- (2) Required shipping date;
- (3) Special handling and discharge requirements;
- (4) Loading and discharge points;
- (5) Name of shipper and consignee;
- (6) Prime contract number; and

(7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

(e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Maritime Administration, Office of Cargo Preference, U.S. Department of Transportation, 400 Seventh Street SW, Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information:

- (1) Prime contract number;
- (2) Name of vessel;
- (3) Vessel flag of registry;
- (4) Date of loading;
- (5) Port of loading;
- (6) Port of final discharge;
- (7) Description of commodity;
- (8) Gross weight in pounds and cubic feet if available;
- (9) Total ocean freight in U.S. dollars; and

(10) Name of steamship company.

(f) If this contract exceeds the simplified acquisition threshold, the Contractor shall provide with its final invoice under this contract a representation that to the best of its knowledge and belief—

(1) No ocean transportation was used in the performance of this contract;

(2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;

(3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all foreign-flag ocean transportation; or

(4) Ocean transportation was used and some or all of the shipments were made on foreign-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

	ITEM DESCRIPTION	CONTRACT LINE ITEMS	QUANTITY
TOTAL			

(g) If this contract exceeds the simplified acquisition threshold and the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of foreign-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

(h) If the Contractor indicated in response to the solicitation provision, Representation of Extent of Transportation by Sea, that it did not anticipate transporting by sea any supplies; however, after the award of this contract, the Contractor learns that supplies will be transported by sea, the Contractor shall—

(1) Notify the Contracting Officer of that fact; and

(2) Comply with all the terms and conditions of this clause.

(i) In the award of subcontracts, for the types of supplies described in paragraph (b)(2) of this clause, including subcontracts for commercial items, the Contractor shall flow down the requirements of this clause as follows:

(1) The Contractor shall insert the substance of this clause, including this paragraph (i), in subcontracts that exceed the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.

(2) The Contractor shall insert the substance of paragraphs (a) through (e) of this clause, and this paragraph (i), in subcontracts that are at or below the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.

(End of clause)

52.252-6 -- Authorized Deviations in Clauses (Apr 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of “(DEVIATION)” after the date of the clause.

(b) The use in this solicitation or contract of any ___N/A___. [*insert regulation name*] (48 CFR ___N/A___) clause with an authorized deviation is indicated by the addition of “(DEVIATION)” after the name of the regulation.

(End of Clause)

L09 Reverse Auction (OCT 2016)

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

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

(2) During each round of reverse auction, the system displays the lowest offer price(s) unless the auction instructions are different. All offerors and authorized auction users see the displayed lowest price(s). This disclosure is anonymous and a generic identifier displays for the offeror. Generic identifiers include designators such as “offer A” or “lowest-priced offeror.” By submitting a proposal in response to the solicitation, offerors agree to participate in the reverse auction and that their prices may be disclosed, including to other offerors, during the reverse auction.

(3) An offeror’s final auction price at the close of the reverse auction is considered its final price proposal revision. No price revisions will be accepted after the close of the reverse auction, unless the contracting officer decides that further discussions are needed and final price proposal revisions are again requested in 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.

(4) The contracting officer identifies participants to the DLA commercial reverse auction service provider. To be eligible for award and participate, the offeror must agree with terms and conditions of the entire solicitation and the commercial reverse auction service. The reverse auction pricing tool system administrator sends auction information in an email. The reverse auction system designates offers as "lead," meaning the current low price in that auction, or "not lead," meaning not the current low price in that auction. In the event of a tie offer, the reverse auction provider's system designates the first offer of that price as "lead" and the second or subsequent offer of that price as "not lead." If a tie offer is submitted and no evaluation factors other than price were identified in the solicitation or a low-price technically acceptable source selection is being used, the "Not Lead" offeror that submitted the tie offer must offer a changed

price; otherwise its offer will be ineligible for award. If evaluation factors in addition to price were listed in the solicitation and a tradeoff source selection is being used, tie offers that are "Not Lead" will be considered and evaluated.

(5) Offerors unable to enter pricing through the commercial reverse auction service provider's system during a reverse auction must notify the contracting officer or designated representative immediately. The contracting officer may, at their sole discretion, extend or re-open the reverse auction if the reason for the offeror's inability to enter pricing is determined to be without fault on the part of the offeror and outside the offeror's control.

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

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

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

(b) Before either party determines ADR inappropriate, that party must discuss the use of ADR with the other party. The documentation rejecting ADR must be signed by an official authorized to bind the contractor (see FAR 52.233-1), or, for the Agency, by the contracting officer, and approved at a level above the contracting officer after consultation with the ADR Specialist and legal counsel. Contractor personnel are also encouraged to include the ADR Specialist in their discussions with the contracting officer before determining ADR to be inappropriate.

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

(End of Provision)

52.233-2 -- Service of Protest (Sep 2006)

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

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

(End of Provision)

52.209-7 – Information Regarding Responsibility Matters (Oct 2018)

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

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

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

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

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

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

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

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

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

(i) In a criminal proceeding, a conviction.

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

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

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

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

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

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

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

252.204-7009 Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information.

As prescribed in [204.7304\(b\)](#), use the following clause:

LIMITATIONS ON THE USE OR DISCLOSURE OF THIRD-PARTY

CONTRACTOR REPORTED CYBER INCIDENT INFORMATION (OCT 2016)

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

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

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

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

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

(1) Marked or otherwise identified in the contract, task order, or delivery order and provided to the contractor by or on behalf of DoD in support of the performance of the contract; or

(2) Collected, developed, received, transmitted, used, or stored by or on behalf of the contractor in support of the performance of the contract.

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

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

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

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

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

(1) The Contractor shall access and use the information only for the purpose of furnishing advice or technical assistance directly to the Government in support of the Government’s activities related

to clause [252.204-7012](#), and shall not be used for any other purpose.

(2) The Contractor shall protect the information against unauthorized release or disclosure.

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

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

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

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

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

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

(End of clause)

252.204-7012 Safeguarding Covered Defense Information and Cyber Incident Reporting (OCT 2016)

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

“Adequate security” means protective measures that are commensurate with the consequences and probability of loss, misuse, or unauthorized access to, or modification of information.

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

“Contractor attributional/proprietary information” means information that identifies the contractor(s), whether directly or indirectly, by the grouping of information that can be traced back to the contractor(s) (e.g., program description, facility locations), personally identifiable information, as well as trade secrets, commercial or financial information, or other commercially sensitive information that is not customarily shared outside of the company.

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

“Covered contractor information system” means an unclassified information system that is owned, or operated by or for, a contractor and that processes, stores, or transmits covered defense information.

“Covered defense information” means unclassified controlled technical information or other information, as described in the Controlled Unclassified Information (CUI) Registry at <http://www.archives.gov/cui/registry/category-list.html>, that requires safeguarding or dissemination controls pursuant to and consistent with law, regulations, and Governmentwide policies, and is—

(1) Marked or otherwise identified in the contract, task order, or delivery order and provided to the contractor by or on behalf of DoD in support of the performance of the contract; or

(2) Collected, developed, received, transmitted, used, or stored by or on behalf of the contractor in support of the performance of the contract.

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

“Forensic analysis” means the practice of gathering, retaining, and analyzing computer-related data for investigative purposes in a manner that maintains the integrity of the data.

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

“Malicious software” means computer software or firmware intended to perform an unauthorized process that will have adverse impact on the confidentiality, integrity, or availability of an information system. This definition includes a virus, worm, Trojan horse, or other code-based entity that infects a host, as well as spyware and some forms of adware.

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

“Operationally critical support” means supplies or services designated by the Government as critical for airlift, sealift, intermodal transportation services, or logistical support that is essential to the mobilization, deployment, or sustainment of the Armed Forces in a contingency operation.

“Rapidly report” means within 72 hours of discovery of any cyber incident.

“Technical information” means technical data or computer software, as those terms are defined in the clause at DFARS [252.227-7013](#), Rights in Technical Data—

Noncommercial Items, regardless of whether or not the clause is incorporated in this solicitation or contract. Examples of technical information include research and engineering data, engineering drawings, and associated lists, specifications, standards, process sheets, manuals, technical reports, technical orders, catalog-item identifications, data sets, studies and analyses and related information, and computer software executable code and source code.

(b) *Adequate security.* The Contractor shall provide adequate security on all covered contractor information systems. To provide adequate security, the Contractor shall implement, at a minimum, the following information security protections:

(1) For covered contractor information systems that are part of an Information Technology (IT) service or system operated on behalf of the Government, the following security requirements apply:

(i) Cloud computing services shall be subject to the security requirements specified in the clause [252.239-7010](#), Cloud Computing Services, of this contract.

(ii) Any other such IT service or system (i.e., other than cloud computing) shall be subject to the security requirements specified elsewhere in this contract.

(2) For covered contractor information systems that are not part of an IT service or system operated on behalf of the Government and therefore are not subject to the security requirement specified at paragraph (b)(1) of this clause, the following security requirements apply:

(i) Except as provided in paragraph (b)(2)(ii) of this clause, the covered contractor information system shall be subject to the security requirements in National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, "Protecting Controlled Unclassified Information in Nonfederal Information Systems

and Organizations" (available via the internet at <http://dx.doi.org/10.6028/NIST.SP.800-171>) in effect at the time the solicitation is issued or as authorized by the Contracting Officer.

(ii)(A) The Contractor shall implement NIST SP 800-171, as soon as practical, but not later than December 31, 2017. For all contracts awarded prior to October 1, 2017, the Contractor shall notify the DoD Chief Information Officer (CIO), via email at osd.dibesia@mail.mil, within 30 days of contract award, of any security requirements specified by NIST SP 800-171 not implemented at the time of contract award.

(B) The Contractor shall submit requests to vary from NIST SP 800-171 in writing to the Contracting Officer, for consideration by the DoD CIO. The Contractor need not implement any security requirement adjudicated by an authorized representative of the DoD CIO to be nonapplicable

or to have an alternative, but equally effective, security measure that may be implemented in its place.

(C) If the DoD CIO has previously adjudicated the contractor's requests indicating that a requirement is not applicable or that an alternative security measure is equally effective, a copy of that approval shall be provided to the Contracting Officer when requesting its recognition under this contract.

(D) If the Contractor intends to use an external cloud service provider to store, process, or transmit any covered defense information in performance of this contract, the Contractor shall require and ensure that the cloud service provider meets security requirements equivalent to those established by the Government for the Federal Risk and Authorization Management Program (FedRAMP) Moderate baseline

(<https://www.fedramp.gov/resources/documents/>) and that the cloud service provider complies with requirements in paragraphs (c) through (g) of this clause for cyber incident reporting, malicious software, media preservation and protection, access to additional information and equipment necessary for forensic analysis, and cyber incident damage assessment.

(3) Apply other information systems security measures when the Contractor reasonably determines that information systems security measures, in addition to those identified in paragraphs (b)(1) and (2) of this clause, may be required to provide adequate security in a dynamic environment or to accommodate special circumstances (e.g., medical devices) and any individual, isolated, or temporary deficiencies based on an assessed risk or vulnerability. These measures may be addressed in a system security plan.

(c) Cyber incident reporting requirement.

(1) When the Contractor discovers a cyber incident that affects a covered contractor information system or the covered defense information residing therein, or that affects the contractor's ability to perform the requirements of the contract that are designated as

operationally critical support and identified in the contract, the Contractor shall—

(i) Conduct a review for evidence of compromise of covered defense information, including, but not limited to, identifying compromised computers, servers, specific data, and user accounts. This review shall also include analyzing covered contractor information system(s) that were part of the cyber incident, as well as other information systems on the Contractor's network(s), that may have been accessed as a result of the incident in order to identify compromised covered defense information, or that affect the Contractor's ability to provide operationally critical support; and

(ii) Rapidly report cyber incidents to DoD at <https://dibnet.dod.mil>.

(2) *Cyber incident report.* The cyber incident report shall be treated as information created by or for DoD and shall include, at a minimum, the required elements at <https://dibnet.dod.mil>.

(3) *Medium assurance certificate requirement.* In order to report cyber incidents in accordance with this clause, the Contractor or subcontractor shall have or acquire a DoD-approved medium assurance certificate to report cyber incidents. For information on obtaining a DoD-approved medium assurance certificate, see

<http://iase.disa.mil/pki/eca/Pages/index.aspx>.

(d) *Malicious software.* When the Contractor or subcontractors discover and isolate malicious software in connection with a reported cyber incident, submit the malicious software to DoD Cyber Crime Center (DC3) in accordance with instructions provided by DC3 or the Contracting Officer. Do not send the malicious software to the Contracting Officer.

(e) *Media preservation and protection.* When a Contractor discovers a cyber incident has occurred, the Contractor shall preserve and protect images of all known affected information systems identified in paragraph (c)(1)(i) of this clause and all relevant monitoring/packet capture data for at least 90 days from the submission of the cyber incident report to allow DoD to request the media or decline interest.

(f) *Access to additional information or equipment necessary for forensic analysis.* Upon request by DoD, the Contractor shall provide DoD with access to additional information or equipment that is necessary to conduct a forensic analysis.

(g) *Cyber incident damage assessment activities.* If DoD elects to conduct a damage assessment, the Contracting Officer will request that the Contractor provide all of the damage assessment information gathered in accordance with paragraph (e) of this clause.

(h) *DoD safeguarding and use of contractor attributional/proprietary information.* The Government shall protect against the unauthorized use or release of information obtained from the contractor (or derived from information obtained from the contractor) under this clause that includes contractor attributional/proprietary information, including such information submitted in accordance with paragraph (c). To the maximum extent practicable, the Contractor shall identify and mark attributional/proprietary information. In making an authorized release of such information, the Government will implement appropriate procedures to minimize the contractor attributional/proprietary information that is included in such authorized release, seeking to include only that information that is necessary for the authorized purpose(s) for which the information is being released.

(i) *Use and release of contractor attributional/proprietary information not created by or for DoD.* Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is not created by or for DoD is authorized to be released outside of DoD—

- (1) To entities with missions that may be affected by such information;
- (2) To entities that may be called upon to assist in the diagnosis, detection, or mitigation of cyber incidents;
- (3) To Government entities that conduct counterintelligence or law enforcement investigations;
- (4) For national security purposes, including cyber situational awareness and defense purposes (including with Defense Industrial Base (DIB) participants in the program at 32 CFR part 236); or
- (5) To a support services contractor (“recipient”) that is directly supporting Government activities under a contract that includes the clause at [252.204-7009](#), Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information.

(j) *Use and release of contractor attributional/proprietary information created by or for DoD.* Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause

that is created by or for DoD (including the information submitted pursuant to paragraph (c) of this clause) is authorized to be used and released outside of DoD for purposes and activities authorized by paragraph (i) of this clause, and for any other lawful Government purpose or activity, subject to all applicable statutory, regulatory, and policy based restrictions on the Government's use and release of such information.

(k) The Contractor shall conduct activities under this clause in accordance with applicable laws and regulations on the interception, monitoring, access, use, and disclosure of electronic communications and data.

(l) *Other safeguarding or reporting requirements.* The safeguarding and cyber incident reporting required by this clause in no way abrogates the Contractor's responsibility for other safeguarding or cyber incident reporting pertaining to its unclassified information systems as required by other applicable clauses of this contract, or as a result of other applicable U.S. Government statutory or regulatory requirements.

(m) *Subcontracts.* The Contractor shall—

(1) Include this clause, including this paragraph (m), in subcontracts, or similar contractual instruments, for operationally critical support, or for which subcontract performance will involve covered defense information, including subcontracts for commercial items, without alteration, except to identify the parties. The Contractor shall determine if the information required for subcontractor performance retains its identity as covered defense information and will require protection under this clause, and, if necessary, consult with the Contracting Officer; and

(2) Require subcontractors to—

(i) Notify the prime Contractor (or next higher-tier subcontractor) when submitting a request to vary from a NIST SP 800-171 security requirement to the Contracting Officer, in accordance with paragraph (b)(2)(ii)(B) of this clause; and

(ii) Provide the incident report number, automatically assigned by DoD, to the prime Contractor (or next higher-tier subcontractor) as soon as practicable, when reporting a cyber incident to DoD as required in paragraph (c) of this clause.

252.232-7003 Electronic Submission of Payment Requests and Receiving Reports (DEC 2018)

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

“Contract financing payment” means an authorized Government disbursement of monies to a contractor prior to acceptance of supplies or services by the Government.

(1) Contract financing payments include—

(i) Advance payments;

(ii) Performance-based payments;

(iii) Commercial advance and interim payments;

(iv) Progress payments based on cost under the clause at Federal Acquisition Regulation (FAR) 52.232-16, Progress Payments;

(v) Progress payments based on a percentage or stage of completion (see FAR 32.102(e)), except those made under the clause at FAR 52.232-5, Payments Under Fixed-Price Construction Contracts, or the clause at FAR 52.232-10, Payments Under Fixed-Price Architect-Engineer Contracts; and

(vi) Interim payments under a cost reimbursement contract, except for a cost reimbursement contract for services when Alternate I of the clause at FAR 52.232-25, Prompt Payment, is used.

(2) Contract financing payments do not include—

(i) Invoice payments;

(ii) Payments for partial deliveries; or

(iii) Lease and rental payments.

“Electronic form” means any automated system that transmits information electronically from the initiating system to affected systems.

“Invoice payment” means a Government disbursement of monies to a contractor under a contract or other authorization for supplies or services accepted by the Government.

(1) Invoice payments include—

(i) Payments for partial deliveries that have been accepted by the Government;

(ii) Final cost or fee payments where amounts owed have been settled between the Government and the contractor;

(iii) For purposes of subpart 32.9 only, all payments made under the clause at 52.232-5, Payments Under Fixed-Price Construction Contracts, and the clause at 52.232-10, Payments Under Fixed-Price Architect-Engineer Contracts; and

(iv) Interim payments under a cost-reimbursement contract for services when Alternate I of the clause at 52.232-25, Prompt Payment, is used.

(2) Invoice payments do not include contract financing payments.

“Payment request” means any request for contract financing payment or invoice payment submitted by the Contractor under this contract or task or delivery order.

“Receiving report” means the data prepared in the manner and to the extent required by Appendix F, Material Inspection and Receiving Report, of the Defense Federal Acquisition Regulation Supplement.

(b) Except as provided in paragraph (d) of this clause, the Contractor shall submit

payment requests and receiving reports in electronic form using Wide Area WorkFlow (WAWF). The Contractor shall prepare and furnish to the Government a receiving report at the time of each delivery of supplies or services under this contract or task or delivery order.

(c) Submit payment requests and receiving reports to WAWF in one of the following electronic formats:

(1) Electronic Data Interchange.

(2) Secure File Transfer Protocol.

(3) Direct input through the WAWF website.

(d) The Contractor may submit a payment request and receiving report using methods other than WAWF only when—

(1) The Contractor has requested permission in writing to do so, and the Contracting Officer has provided instructions for a temporary alternative method of submission of payment requests and receiving reports in the contract administration data section of this contract or task or delivery order;

(2) DoD makes payment for commercial transportation services provided under a Government rate tender or a contract for transportation services using a DoD-approved electronic third party payment system or other exempted vendor payment/invoicing system (e.g., PowerTrack, Transportation Financial Management System, and Cargo and Billing System);

(3) DoD makes payment on a contract or task or delivery order for rendered health care services using the TRICARE Encounter Data System; or

(4) The Governmentwide commercial purchase card is used as the method of payment, in which case submission of only the receiving report in WAWF is required.

(e) Information regarding WAWF is available at <https://wawf.cb.mil/>.

(f) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payment requests.

(End of clause)

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a fixed price, indefinite delivery, indefinite quantity contract subject to economic price adjustment contract resulting from this solicitation.

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/>. Additionally, the full text of a DFARS clause may be accessed electronically at this address: <http://farsite.hill.af.mil/vmdfara.htm>

The following additional clauses are incorporated by REFERENCE:

- 52.203-14 Display of Hotline Poster(s) (Oct 2015)
- 52.203-18 Prohibition On Contracting With Entities That Require Certain Internal Confidentiality Agreements Or Statements-Representation (Jan 2017)
- 52.203-19 Prohibition On Requiring Certain Internal Confidentiality Agreements Or Statements (Jan 2017)
- 252.203-7000 Requirements Relating To Compensation Of Former Dod Officials (SEP 2011) DFARS
- 52.204-4 Printed or Copied Double-Sided on Postconsumer Fiber Content Paper (May 2011) FAR
- 52.204-7 System for Award Management (Oct 2018)
- 52.204-9 Personal Identity Verification of Contractor Personnel (Jan 2011) FAR
- 52.227-1 Authorization and Consent (Dec 2007)
- 52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement (Dec 2007)
- 52.204-9000 Contractor Personnel Security Requirements (Jul 2015) DLAD
- 52.204-13 System for Award Management Maintenance (Oct 2018) FAR
- 52.204-16 Commercial and Government Entity Code Reporting (Jul 2016) FAR
- 52.204-17 Ownership or Control of Offeror (Jul 2016) FAR
- 52.204-18 Commercial and Government Entity Code Maintenance (Jul 2016) FAR
- 52.204-19 Incorporation by Reference of Representations and Certifications (Dec 2014) FAR
- 52.204-20 Predecessor of offeror (JUL 2016)
- 252.205-7000 Provision Of Information To Cooperative Agreement Holders (DEC 1991) DFARS
- 52.208-9 Contractor Use of Mandatory Sources of Supply or Services (May 2014) FAR
- 252.209-7004 Subcontracting with Firms that are Owned or Controlled by the Government of a Country That is a State Sponsor of Terrorism (May 2019) DFARS

252.225-7000 Buy American Act--Balance Of Payments Program Certificate —Basic (Nov 2014) DFARS
 252.225-7002 Qualifying Country Sources as Subcontractors (DEC 2017) DFARS
 252.225-7012 Preference For Certain Domestic Commodities (DEC 2017) DFARS
 252.225-7020 Trade Agreements Certificate —Basic (Nov 2014) – DFARS
 52.232-11 Extras (APR 1984)
 52.232-17 Interest (MAY 2014) FAR
 52.232-39 Unenforceability Of Unauthorized Obligations (JUN 2013) FAR
 52.242-13 Bankruptcy (Jul 1995) FAR
 52.242-15 Stop Work Order (AUG 1989) FAR
 252.243-7001 Pricing of Contract Modifications (Dec 1991) DFARS
 52.249-8 Default (Fixed-Price Supply & Service) (Apr 1984) FAR
 252.243-7002 Requests for Equitable Adjustment (DEC 2012) DFARS

There is a clause listed within the SF1449 which is outdated. Therefore the following clause is hereby included within this solicitation and supercedes the duplicated clause within the SF1449:

52.212-3 -- Offeror Representations and Certifications -- Commercial Items (Oct 2018)

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically in the System for Award Management (SAM) accessed through <https://www.sam.gov>. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (u) of this provision.

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

“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—

(6) 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

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

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

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

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

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

- (1) PSC 5510, Lumber and Related Basic Wood Materials;
- (2) Product or Service Group (PSG) 87, Agricultural Supplies;
- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 9630, Additive Metal Materials.

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

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

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

- (1) Are conducted under contract directly and exclusively with the regional Government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

Sensitive technology—

- (1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—
 - (i) To restrict the free flow of unbiased information in Iran; or
 - (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and
- (2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

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

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

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

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

- (1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by--
 - (i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

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

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

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

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

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

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

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

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

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

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

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

(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 in SAM.

(2) The offeror has completed the annual representations and certifications electronically in SAM accessed through <http://www.sam.gov>. After reviewing SAM 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), at the time this offer is submitted and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs __. [Offeror to identify the applicable paragraphs at (c) through (u) of this provision that the offeror has completed for the purposes of this solicitation only, if any. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer. Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on SAM.]

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

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

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

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

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

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

(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.

(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
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[List as necessary]

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

(g)

(1) *Buy American -- 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) or 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

[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.:

[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:

(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; and

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

(4) Have, have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) *The tax liability is finally determined.* The 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 Product

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 is 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

(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) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(2) *Representation.* The offeror represents that—

(i) It [] is, [] is not an inverted domestic corporation; and

(ii) It [] is, [] is not a subsidiary of an inverted domestic corporation.

(o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.

(1) The offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(2) *Representation and Certification.* 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 \$3,500 with Iran’s Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50(U.S.C. 1701 et seq.) (see OFAC’s Specially Designated Nationals and Blocked Persons List at <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>).

(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 unique entity identifier in the solicitation.

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

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

Immediate owner CAGE code: _____

Immediate owner legal name: _____

(Do not use a “doing business as” name)

Is the immediate owner owned or controlled by another entity:

Yes or No.

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

Highest level owner CAGE code: _____

Highest level owner legal name: _____

(Do not use a “doing business as” name)

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

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

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

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

(2) The Offeror represents that--

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

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

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

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

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

Predecessor CAGE code _____ (or mark “Unknown”).

Predecessor legal name: _____.

(Do not use a “doing business as” name).

(s) Reserved.

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

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

than \$7.5 million in Federal contract awards in the prior Federal fiscal year.

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

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

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

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

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

(u)

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

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

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

(End of Provision)

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.)

[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, 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.

(End of Provision)

H05 Prescription: 13.390(e) Contracting officers shall include procurement notes H05 or H06 in IDCs below the SAT RFQs.

H05 Bilateral Indefinite-Delivery Contract (IDC) Below the Simplified Acquisition Threshold (SAT) (SEP 2017)

(1) The Government will award a bilateral IDC below the SAT resulting from this request for quote to the responsible offeror whose offer conforming to the terms and conditions in the request for quote will be most advantageous to the Government, price and other factors considered. The offeror receiving the award is required to sign the basic contract and return the signed contract to the contracting officer.

(2) Price evaluation will be based on the price quoted for the estimated annual demand in the schedule.

(3) Once the guaranteed minimum quantity for the IDC is met, the Government is under no obligation to place additional orders. The Government may place additional orders for the period of performance stated in the basic contract, effective from the date of the basic award. All additional orders will reference the basic contract, which documents the terms and conditions of the IDC. The maximum aggregate value of orders under the IDC below the SAT is stated in the basic contract; the aggregate value of all orders will not exceed the simplified acquisition threshold or, for IDCs below the SAT using FAR Subpart 13.5, the thresholds in 13.500(a).

(4) Pricing of orders. The unit price for orders is based on the price for the quantity range that will cover the total quantity on the order, regardless of destination, if applicable.

STATEMENT OF WORK

I. SUPPLIES/SERVICES AND PRICES

1. INTRODUCTION

- A. 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. The Government will utilize Lowest Price Technically Acceptable procedures as the means of selecting the awardee. Proposals will be evaluated based on technical factors, past performance, and price, as discussed later in this solicitation.
- C. This solicitation contains the estimated food and beverage requirements for DoD and non- DoD customers in the South Dakota Region.
- D. The contract resulting from this solicitation will be an Indefinite Delivery 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 includes a performance period from the date of award up to approximately 250 days or until the maximum dollar value of \$7,000,000.00 has been met, and includes up to a 14 (fourteen) day implementation period.
- E. Guaranteed Minimum Dollar Value, Estimated Dollar Value, and Maximum Dollar Value

	Guaranteed Minimum	Estimated Dollar Value	Contract Maximum
250 days	\$63,375.00	\$633,750.00	\$7,000,000.00

The estimated dollar value of this solicitation is \$633,750.00 for an estimated 250 day performance period. The guaranteed minimum dollar value is 10% of the estimated dollar value, \$63,375.00. The maximum dollar value (inclusive of surge) for this solicitation is \$7,000,000.00. The Government's legal obligation under this contract shall only be that of the guaranteed minimum.

The estimated dollar value stated is based on good faith estimates; this is and estimate only and is not guaranteed to be purchased by this contract.

F. Individual Customer 250 Day Estimates

SHIP-TO DoDAAC	CUSTOMER NAME	ANNUAL ESTIMATES
FT9120	Ellsworth Raiders Cafe	\$560,000.00
W90YD7	Camp Rapids	\$9,750.00
7567J4	Pine Ridge Indian Hospital	\$39,200.00
FT6411	114th ANG	\$24,800.00
	TOTAL SALES	\$ 633,750.00

2. EFFECTIVE PERIOD OF CONTRACT – INDEFINITE QUANTITY CONTRACT

- A. This acquisition contains a performance period of approximately 250-days after contract award, or until the maximum dollar value of \$7M has been met. This solicitation will result in a 250-day Indefinite Delivery Contract (IDC) using Simplified Acquisition Procedures. All prices will be Firm Fixed with an Economic Price Adjustment (EPA) for up to 250-days or until the maximum dollar value of \$7M has been met.
- B. There will be a start-up/implementation period of up to 14 (fourteen) days which begins immediately after award and ends as the first order is placed. During the start-up/implementation period, the incumbent Contractor will remain the principal source of food and non-food supplies. An incumbent Contractor who receives the award may be afforded less time for start-up/implementation if it is mutually agreed upon by both parties.

3. CATALOG & MARKET BASKET ITEMS

- A. This solicitation is for total food and beverage support for garrison foodservice feeding. The successful Offeror shall provide full-line food service items, such as, but not limited to, canned items, dry items, chill items including fresh pre-packaged salads, sandwiches, parfaits, UHT dairy items, frozen bakery products, frozen meats, frozen seafood and poultry, ice cream, eggs and other dairy products, fresh fruits and vegetables and non-food Food Service Operating Supplies. Currently, fresh milk and fresh bread/bakery items do not have stated requirements within this solicitation, but they are within the scope of this procurement and the Contractor may be required to provide them during the course of contract performance (see paragraph 4 below).
- B. Attachment 1 – MARKET BASKET – PRICE PROPOSAL FOR SPE300-20-R-X011. The Market Basket represents the list of items that will be evaluated under this solicitation. The Market Basket items shall be included in the initial contract catalog at the contract award prices.
Attachment 2 – CATALOG OF ITEMS FOR SPE300-20-R-X011. The catalog of items represents a complete list of items that are currently being ordered/will be required under this acquisition.
- C. All item descriptions/specifications are included in the Market Basket. 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.

- D. The Contractor shall be responsible for supplying items that are in compliance with each services' requirements. Detailed guidance and specifications are provided for most standard meat, seafood and poultry items required in the recipes and menus. Processed fruits and vegetables and other miscellaneous food service items are also covered. See Attachment 4 – Joint Subsistence Policy Board (JSPB) DOD Menu Standards, and the Website below:**

https://quartermaster.army.mil/jccoe/Operations_Directorate/CSPD/Buyers_Guide/Army-Buyers-Guide-Version-XII-27-Feb-2019-update.pdf

If there is any conflict in the language between any of the service guides and DLA Troop Support item descriptions, the DLA Troop Support item descriptions take precedence.

- E. The Subsistence homepage (www.dla.mil/TroopSupport/Subsistence.aspx) includes an "Abbreviation List" used for LSN Item Descriptions. This link, "Item Description Abbreviations," is located in the navigation area on the left side of the page, under "Doing Business with Subsistence", then "Technical Operations." 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.

- F. ** THIS LANGUAGE APPLIES TO NAVY SHIPS CUSTOMERS ONLY
APPLICABLE IF DELIVERY WILL BE TO A NAVY SHIPS CUSTOMER**

Navy inventory item requirements are exclusively contained in the Master Load List (MLL). The MLL will represent the Contractor's permanent catalog. The Contractor will only catalog and offer items contained on the MLL. Contractor catalog compliance to the MLL will be 100%. Cataloged items with stock numbers identical to the primary MLL stock number for that item will be considered Exact Matches to the MLL. Cataloged items with stock numbers that do not match the MLL stock number but are confirmed approved by NAVSUP will be considered REPLACEMENT items. Both EXACT MATCHES and REPLACEMENT items will count toward catalog compliance and in fill rate calculations. SUBSTITUTE items, approved by the Food Service Officer or his/her agents to replace not-in-stock (NIS) items, will not count toward fill rate calculation, unless the item is an authorized REPLACEMENT or EXACT MATCH to the MLL. The Contractor will not add or delete inventory items from the catalog without approval from NAVSUP through the Contractor's DLA Troop Support representative. The MLL will be revised by NAVSUP periodically and represents the Contractor's permanent catalog requirement. The revised MLL will be forwarded to the Contractor via DLA Troop Support representative no less than 90 days prior to new MLL implementation. 100% MLL compliance on implementation date is required for the revised MLL. The Contractor is responsible to plan replenishments of items scheduled for removal carefully to prevent excess stock on hand once the updated MLL is in effect.

****END NAVY SHIPS LANGUAGE****

4. FRESH FRUITS & VEGETABLES AND MARKET READY ITEMS

- A. Customers supported under this contract are expected to order their Fresh Fruits and Vegetables from separate produce contracts awarded by DLA Troop Support.
- B. 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.
- C. If, after contract award, the ordering activities have a need for the Contractor to deliver some or all of these items, the Contracting Officer and Contractor will determine the availability and establish a mutually agreed upon start-up period. Items will be priced using the contract Distribution Pricing for these categories. Prior to adding the items to the contract, they must be determined to be at a fair and reasonable price by the Contracting Officer.
- D. If fresh fruits and vegetables and/or market ready items (i.e. fresh bread and dairy items) are currently included or added to the catalog, shelf-life requirements are referenced in: Product Quality & Shelf Life Requirements.

5. DOMESTIC ITEMS/BERRY AMENDMENT

The Berry Amendment, 10 U.S.C. 2533a, as implemented by Defense Federal Acquisition Regulation Supplement (“DFARS”) subpart 225.70, requires the Department of Defense (DoD) to buy food that is grown, reprocessed, reused or produced in the United States. There are several exceptions to this requirement that are available for food items.

One relevant exception to this requirement includes foods, other than fish, shellfish, or seafood, that have been manufactured or processed in the United States, regardless of where the foods (and any component if applicable) were grown or produced.

Fish, shellfish, 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 applies to this acquisition. Therefore, DFARS clause 252.225-7012 is incorporated by reference into this solicitation and the resultant contract.

6. PRICE DEFINITIONS

During Contract Performance, the Contract Unit Price is defined as follows:

Contract Unit Price = Delivered Price - rebates/discounts (Government, including NAPA, or other) + Distribution Price

For definitions of Delivered Price and Distribution Price, see 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

For definition of Rebates/Discounts, see paragraph 7 directly below in conjunction with 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

Additionally, 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.

7. 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 “Rebates/Discounts/Deviations”), 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, or redistributor, as defined in the Economic Price Adjustment (EPA) clause, 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 Rebates/Discounts/Deviations that must be passed to the Government and which cannot be applied as an up-front price reduction must be submitted via check through Pay.gov.

Vendors will go to <https://www.pay.gov/public/form/start/28065129> with the following criteria:

1. Complete DFAS Form 6355
2. Enter Vendor Information
3. Enter Payment Type: Overpayment
4. Enter Payment Funds/Line of Accounting (LOA): 97X4930.5BCX
5. Enter Payment Information* with information from 6-11 below
6. DLA Troop Support Subsistence Directorate
7. 700 Robbins Street, Bldg. 6
8. Philadelphia, PA 19111
9. Cost Center: 5022304
10. G/L Account: 59000600
11. DODAAC: S33189
12. Vendor Contract Number: SPEXXX-19-D-XXXX
13. Vendor Cage Code: XXXXX
14. Enter Amount of Payment

15. Complete Vendor Account information
16. Forward vendor confirmation sheet via email to J8ElectroVendorCks@DLA.MIL

B. Definitions

1. “Limited Discount” (commonly referred to as a “deviation” in industry parlance) means a discount that is identified by the manufacturer, grower, private label holder, or redistributor as being limited to a specific customer.
2. “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.
3. “Qualifying Early Payment Discounts” are discounts that meet the following conditions:
 - (i) the Early Payment Discount is an incentive to encourage payment earlier than the normal payment due date;
 - (ii) the Early Payment Discount is consistent with commercial practice;
 - (iii) the Early Payment Discount is routinely given by the manufacturer, grower, private label holder, or redistributor 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;
 - (iv) the Early Payment Discount is not established, requested, or negotiated for the purpose of avoiding giving DLA Troop Support a lower cost or a rebate or in exchange for a higher invoice price;
 - (v) the Early Payment Discount is no more than 2 percent of the manufacturer’s, grower’s, private label holder’s, or redistributor’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
 - (vi) the SPV Contractor actually made the required payment within the time period required to receive the discount.
4. “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, or redistributors, if the following conditions are met:
 - (i) 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,
 - (ii) the income is retained in the normal course of its commercial business; and,
 - (iii) the income does not include manufacturer, grower, private label holder, or redistributor-generated Rebates/Discounts/Deviations; and,

- (iv) the income is paid in exchange for services performed by the Contractor in accordance with commercial practice; and,
- (v) 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.

C. Price Audits: 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 Rebates/Discounts/Deviations. The Government may also require the Contractor to submit pricing agreements and other documentation to substantiate all Rebates/Discounts/Deviations 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 Rebate/Discount/Deviation or Early Payment Discount should have been passed on to the Government, or if price verifications reveal any instance of overpricing, the Government shall be entitled to a prospective Unit Price reduction and a retroactive refund for the amount of the overcharges or Purported Exception(s), including interest. In the event of any undercharges, if the Contractor can demonstrate to the satisfaction of the Contracting Officer that the undercharges 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. 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, Rebates/Discounts/Deviations, Exceptions, and commercial customer Delivered Prices. The Government may review/audit the SPV Contractor's electronic purchasing system to confirm that the Delivered Price of a product sold at a given time to a DLA Troop Support customer is identical to the Delivered Price used by the SPV Contractor to determine the price of such product sold at the same time to its other customers. Should the Government identify evidence of incorrect pricing, or should other pricing issues arise, the Government reserves the right to conduct more frequent and extensive reviews/audits. Failure to exercise any of these rights shall not constitute a defense or alter the Government's entitlement to any other remedies by contract or by law.

Contractor pricing disclosures shall be treated as proprietary and will not be released outside the Government unless otherwise required by law or as agreed to by the Contractor. As a condition of this contract, the Contractor authorizes, and consents to, the Government communicating directly with the manufacturer, grower, private label holder, or redistributor used by the Contractor to validate that manufacturer's, grower's, private label holder's, or redistributor's pricing, including Delivered Prices and Rebates/Discounts/Deviations as provided to the Government by the Contractor.

8. MANDATORY SOURCES (THE ABILITYONE PROGRAM)

- 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 AbilityOne

Program, which is governed by the U.S. AbilityOne Commission (“the Commission”), formerly known as the Committee for Purchase From People Who are Blind or Severely Disabled (“the Committee”), under the authority of the Javits-Wagner-O’Day (JWOD) Act, 41 U.S.C. §§ 8501 - 8506. These items are referred to as “mandatory source items,” “mandatory items,” “mandatory products,” “mandatory supplies,” “Ability One items,” or other similar names. Any other commercial equivalent product with “essentially the same” product characteristics cannot be sold to the DLA Troop Support customers under this contract.

- B. The mandatory source items, which include food and non-food items, are required to be purchased from specific Non Profit Agency (NPA) manufacturers listed in the DLA Troop Support AbilityOne Mandatory Procurement List (MPL). The MPL may be found on the DLA Troop Support Subsistence AbilityOne website listed below. The listing of required mandatory products and manufacturers are subject to change when directed by the Commission.
- C. The website for AbilityOne information, which includes links to Mandatory Food and Non-Food items and manufacturers, is:

www.dla.mil/TroopSupport/Subsistence/FoodServices/AbilityOne.aspx
- D. For mandatory items, there is no customer usage limit required. The customer may order less than one case, when required.
- E. For mandatory source items, the Prime Vendor shall provide individual units/containers, when required. To permit the sale of individual units/containers in lieu of case quantities, stock numbers have been assigned for individual units/containers, where necessary. This is especially true of the AbilityOne items where the Prime Vendor will order by the case but distribute by the container (often referred to as split case).
- F. For mandatory source items, the Prime Vendor is expected to order in economic quantities in order to minimize costs to DLA Troop Support and its customers. Accordingly, the Prime Vendor shall order no less than one full pallet from each participating NPA. One full pallet may be comprised of a single item or a combination of items offered by the NPA.
- G. For mandatory source items, the Prime Vendor must ensure that, at a minimum, 30 days of stock are on hand to satisfy anticipated customer demand taking into account lead times for delivery from NPA manufacturer to the Prime Vendor. If the Prime Vendor is notified that any mandatory items are not available from the NPA manufacturer, the Prime Vendor must notify the Contracting Officer immediately.
- H. For mandatory source items, the Prime Vendor is required to expeditiously catalog the mandatory products and remove any commercial equivalent product with “essentially the same” product characteristics. If the removal and replacement will take longer than 30 days after notification by the Contracting Officer, the approval of the Contracting Officer must be obtained for the extension. To obtain approval, the Prime Vendor must provide the Contracting Officer with details for the delay, to include details of issues (i.e. outstanding orders, product in the pipeline, etc.) and provide the date when the catalogs will be updated. The Contracting Officer will notify the Subsistence AbilityOne Team.

- I. The Prime Vendor is not authorized to submit catalog changes containing other commercial equivalent products with “essentially the same” product characteristics as the identified mandatory items.
- J. If the customer requests the Prime Vendor to carry other commercially equivalent products with “essentially the same” product characteristics but with a unique packaging requirement that is not currently provided by the NPA manufacturer, the Prime Vendor must notify the NPA manufacturer and the Contracting Officer in order to provide the NPA manufacturer with the opportunity to satisfy the unique packaging requirement being requested. The Prime Vendor’s notification must include the customer’s justification for the unique packaging requirement to include Services’ headquarter approval. Final approval for these items with unique packaging requirements shall be made by the Contracting Officer.
- K. Price and delivery information for the mandatory source item(s) are available directly from the NPA manufacturer(s) listed on the Subsistence website. The Prime Vendor shall make payments directly to the NPA manufacturer(s) making delivery. The current procurement list F.O.B. Origin prices as established by the Commission are included on the Subsistence website for the food and non-food products.
- L. The DLA Troop Support Subsistence Prime Vendor AbilityOne webpage will be updated for the following changes in: prices, ordering information, contractor locations, items (additions and deletions), AbilityOne approved contractors, and purchase exceptions.
- M. The Prime Vendor will be notified via e-mail of changes to the MPL. The e-mail notification will identify the changes to the MPL and alert the Prime Vendor to check the DLA Troop Support Subsistence AbilityOne Program webpage. Additionally, changes to the MPL will be bolded for easy identification. The Prime Vendor shall confirm receipt of this e-mail notification.
- N. In certain circumstances, there may be a delay in posting and/or email notification to the Prime Vendor. When this occurs, a NPA manufacturer may issue the Prime Vendor a notification letter from the AbilityOne Commission, included on AbilityOne Commission letterhead, as proof of an applicable price or other change. The Prime Vendor shall treat such notification from the AbilityOne Commission as if the notification had been provided by DLA Troop Support.
- O. Any other commercial equivalent product with “essentially the same” product characteristics cannot be sold to DLA Troop Support customers under this contract. The Prime Vendor is not authorized to submit catalog changes containing other commercial equivalent products with “essentially the same” product characteristics as those items on the MPL.
- P. The following criteria should be used in determining if a commercial product is “essentially the same” as an AbilityOne MPL item:
 - i. It has effectively the same form, fit and function.
 - ii. The AbilityOne item and commercial products may be used for the same purpose.
 - iii. The AbilityOne item and commercial products are relatively the same size and a change in size will not affect the use or performance.
 - iv. The appearance, color, texture, or other characteristic of the AbilityOne product and commercial product are not significantly different from one another
- Q. The only potential exception to this requirement is identified as follows:

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. The Contracting Officer will notify the Subsistence AbilityOne Team. The Prime Vendor must also notify the NPA manufacturer to provide the NPA manufacturer with the opportunity to satisfy the unique packaging requirement being requested. The Prime Vendor's notification must include the customer's justification for the unique packaging requirement.

- R. Payments shall be made directly to the NPA source.
- S. Monthly MPL Competing Item Reports are issued for each active Prime Vendor catalog. The monthly MPL Competing Item Reports are sent to the administering Contracting Officer (KO) and Tailored Vendor Logistics Specialist (TVLS). These reports will be reviewed to ensure active catalogs include the MPL items. The KO and TVLS will contact the Prime Vendor of competing item violations in order to ensure the mandatory item will be sourced and cataloged properly and in a timely manner.

9. CENTRAL/NATIONAL CONTRACTS

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

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

10. NATIONAL ALLOWANCE PROGRAM AGREEMENT (NAPA) DISCOUNTS

A. Definitions:

1. 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.
2. 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.
3. National Allowance Program Agreements (NAPAs): The agreements between DLA Troop Support and suppliers/manufacturers that identify product category allowances. These allowances or discounts were applied prior to the delivered/invoice price of the product. The NAPA does not affect the Contractor's distribution price in any way.

- B. 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. In the event the NAPA Program is updated, the Contractor will be required to comply with any successor discount program.”
- C. Under the NAPA Program, Agreement Holders will:
1. Authorize and consent to allow the Contractor(s) to distribute covered products to ordering activities under the Prime Vendor Program.
 2. Offer discounts on the delivered price of the products 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.
- D. 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 Agreement Holder).
- E. Under a contract resulting from this solicitation:
1. 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.
 2. DLA TROOP SUPPORT will attempt to facilitate resolution of any such disputes, but DLA Troop Support disclaims any liability under such disputes.
- F. The NAPA Program is for the exclusive use of DLA TROOP SUPPORT customers purchasing product under the resultant contract.
- G. 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:
1. The required information shall be formatted into a flat ASCII data file.
 2. 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.
 3. 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.
 4. The information shall be submitted weekly.
 5. 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 sample Tracking

Program Data chart below.

6. Tracking Program Data Chart sample:

	No	Field Name	Field Description	Width	Format
SHIPPING LOCATION HEADER	0	TRANSDATE	Transaction System Date	10	MM/DD/YYYY
	1	CONTNO	Prime vendor DLA TROOP SUPPORT Contract Number	13	Alpha-Numeric
	2	PONO	Customer Purchase Order Number	14	Alpha-Numeric
	3	INVNO	Prime vendor Invoice Number	8	Alpha-Numeric
	4	INVDATA	Prime vendor Invoice Date	10	MM/DD/YYYY
	5	SHIPDATE	Prime vendor Ship Date	10	MM/DD/YYYY
SHIPPING LOCATION	6	RELEASENO	PO Release Number/Call	4	Alpha-Numeric
	7	DODAACNO	DODAAC	6	Alpha-Numeric
	8	CUSTNO	Prime vendor Customer Number	15	Alpha-Numeric
	9	SHIPTONAME	Prime vendor Ship to Name	80	Alpha-Numeric
	10	SHIPTOADD1	Prime vendor Ship to Address1	50	Alpha-Numeric
	11	SHIPTOADD2	Prime vendor Ship to Address 2	50	Alpha-Numeric
	12	SHIPTOCITY	Prime vendor Ship to City	50	Alpha-Numeric
	13	SHIPTOSTATE	Prime vendor Ship to State	20	Alpha-Numeric
	14	SHIPTOZIP	Prime vendor Ship to Zip	20	Alpha-Numeric
	15	SHIPTOCOUNTRY	Prime vendor ship to country	25	Alpha-Numeric
ITEM INFORMATION	16	PARTNO	Prime vendor Product Part Number	25	Alpha-Numeric
	17	NSN	Government NSN Number	13	Alpha-Numeric
	18	MFGSKU	Manufacturer SKU	20	Alpha-Numeric
	19	MFGUPC	Manufacturer UPC	20	Alpha-Numeric
	20	MFGNAME	Manufacturer Name or Manufacturer Brand Label Name	80	Alpha-Numeric
	21	PVDESC	Prime vendor Product Description	100	Alpha-Numeric
	22	CWITEM	Catch weight Item? (Y/N)	1	Y or N
	23	UNITWT	Case net weight	12	S999999.9999
	24	WUOM	Case net weight unit of measure	3	Alpha
	25	PACKAGE	Packaging description	35	Alpha
QTY	26	QTYINV	Quantity Invoiced / Returned – A negative is a return!	12	S999999.9999
	27	QTYUOM	Quantity invoiced unit of measure	3	Alpha
PRICE	28	UNITPRC	Unit price	12	S999999.9999
	29	UNITPRCUOM	Unit price unit of measure	3	Alpha
	30	UNITPRCCONV	Unit price conversion	12	S999999.9999
	31	EXTPRICE	Extended price	12	S999999.9999
NAPA	32	UNITALLOW	Napa unit allowance amount	12	S999999.9999
	33	ALLOWUOM	Napa unit allowance unit of measure	3	Alpha
	34	ALLOWCONV	Napa unit allowance conversion	12	S999999.9999
MOTHER	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
	38	MARKUP	Prime vendor unit distribution price	12	S999999.9999

COST	39	MARKUPUOM	Prime vendor unit distribution price unit of measure	3	Alpha
	40	MARKUPCONV	Prime vendor unit distribution price conversion	12	S999999.9999
	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

1. General Notes concerning formatting fields of data.
 - a. ALPHA-NUMERIC fields are to be left justified and padded with spaces to fill up the required field width.
 - b. DATE fields are to be formatted according to the following: MM/DD/YYYY. The slashes are included in the data value.
 - c. 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-.”
2. Field specific notes concerning data content and formatting. Ordered according to field number within chart above.
 0. 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.
 1. Your DLA TROOP SUPPORT Contract Number (e.g. SP030098D1234) Matching 850/810 EDI document
 2. The Military Base’s Purchase Order Number (e.g. FT906880631234) Matching 850/810 EDI document.
 3. Your invoice number. (e.g. 00012356) Matching 810 EDI document
 4. Your invoice date. (e.g. 31 Jan 2005 = 01/31/2005) Matching 810 EDI document.
 5. Ship date. (e.g. 31 Jan 2005 = 01/31/2005)
 6. Release Number/Call Number from the originating Purchase order (e.g. 063A) Matching 850/810 EDI document.
 7. Department of Defense Activity Address Directory. (e.g. FT9068) Matching 850/810 EDI document.
 8. Contractor assigned customer number. (e.g. 00020)
 9. Ship to location name. Please provide full description of the location. (e.g. FT BLISS/DINING HALL C)
 10. Address line 1 of ship to name.
 11. Address line 2 of ship to name.
 12. City name of ship to name.
 13. State of ship to name.
 14. Zip code of ship to name if applicable
 15. Country of ship to name.
 16. 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.
17. This field represents National Stock Number assigned by DLA TROOP SUPPORT also known as the Customer Part Number. (e.g. 891500E210123)
 18. 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)
 19. 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.
 20. 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.
 21. This field represents Contractor product description. (e.g. CRACKERS 5/1 LB)
 22. This is a flag indicating if the item is a catch weight item. (e.g. "Y")
 23. This is the case net weight of the product shipped. (e.g. 000022.4500)
 24. This is the case net weight unit of measure. (e.g. "LB")
 25. This field represents the packaging description. (e.g. 6 - 5 LB PER CASE)
 26. This field represents quantity invoiced. (e.g. 2 units = 000002.0000)
 27. This field represents unit of measure of quantity invoiced in field 26 (e.g. CS or LB)
 28. This field represents the unit price (e.g. 000019.99)
 29. This field represents the unit price unit of measure (e.g. LB)
 30. 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.
 31. 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.
 32. 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)
 33. 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)
 34. This field represents allowance unit of measure conversion factor which is conversion from field 33 to field 27.
 35. All other allowances dollar amount. Such as food show allowances, etc.
 36. Unit of measure for field 35.
 37. All other allowance unit of measure conversion factor which is conversion from field 36 to field 27.
 38. 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.

39. This field represents unit of measure for field 38.
40. This field represents Contractor unit distribution price unit of measure conversion factor which converts from field 39 to 27.
41. This field represents Contractor landed cost for the item shipped. (e.g. 0000002.5000)
42. This field represents Contractor landed cost unit of measure. (e.g. CS or LB)
43. This field represents Contractor landed cost conversion factor which converts from field 42 to 27.

11. CURRENT BRAND NAME ITEMS

Based on the ordering habits of the customers listed in this solicitation, the current Market Basket and total catalog includes numerous Current Brand Name items. These are items whose manufacturers have offered the Government a discount under the NAPA Program. Alternate items may be offered and accepted upon Contracting Officer approval. This does not preclude future catalog changes during the life of the contract to add competing products based on added value to the customer.

12. BEVERAGE DISPENSERS

- A. When requested, the Contractor is responsible 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. When requested, the Contractor shall be responsible to 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 be responsible to provide a technically qualified service representative to perform maintenance and quality control inspections, as required, and upon notice of the customer of a problem on each dispensing system.

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C. The Contractor will provide a technically qualified service representative to perform maintenance and quality control inspections, as required, when ships are in port and upon notice of the customer of a problem on each dispensing system. Soda dispensing may not be part of this contract based on customer preference. It is expected that Soda will be covered under market ready contracts.

**** END NAVY SHIPS LANGUAGE****

- D. Any equipment or material furnished by the Contractor shall remain the property of the

Contractor and will be returned to the Contractor 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.

13. INVENTORY REQUIREMENT / NEW ITEMS

- A.** The Contractor shall be required to catalog and carry inventory for any item required by customers when the total order quantity for that product for all contract customers is at an average usage rate of 20 cases per month. The Contractor will not normally be required to carry inventory for any item required by customers when the total order quantity for that product for all contract customers is at a rate of less than 20 cases per month. However, they are required to catalog and provide the item.

NOTE: If a contractor has more than one place of performance, the average usage rate of 20 cases per month is based on the total contract usage, not by individual customer or individual place of performance.

- B.** Special Order / Holiday Items are excluded from the 20-case requirement. In addition, specialty items required in support of Child Daycare Centers (CDCs), Youth Centers, Hospitals, and Nutritional Medicine Customers are excluded from the 20-case requirement. Such items include, but are not limited to, the following: baby food, baby formula, nutritional shakes, food for feeding tubes, diced pears, and diced peaches. These items are still required to be cataloged and carried in the Contractors inventory even if the average usage rate is less than 20 cases per month.
- C.** There is no 20-case requirement for Mandatory Product List (AbilityOne) items. The Contractor shall catalog and carry inventory for MPL items when required. (See Paragraph 8, Mandatory Sources -The AbilityOne Program).
- D.** Throughout the period of contract performance, a customer base or dining facility may undergo a new menu initiative or transformation that will result in a significant number of catalog changes and the addition of several new items. Items that are required to support the new menu must be added to the catalog and are excluded from the 20-case requirement for a two-month period from the time of the menu implementation. Menu implementation is the date when all items are available for order on the catalog and the customer begins ordering those items.
- E.** The Contractor shall source and add new items to the catalog within a maximum of 30 days (for new suppliers) (or 21 days for existing suppliers) of notification of the Contracting Officer’s approval of price reasonableness. The Contractor must notify DLA Troop Support and the requesting activity when new items are available for distribution.
- F.** The Contractor will be responsible for notifying the Contracting Officer on a monthly basis if any catalog item is not meeting the 20-case monthly average usage so that the item may be considered for deletion from the catalog.
- G.** The Contractor is encouraged to introduce new food items to the customers, as well

as to show cost effective alternatives to their current choices.

- H. All new items need the approval of the individual military services' 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.
- I. 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.

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J. For Navy-unique items, if after a period of 90 days in stock with zero overall case sales, or if an item is approaching the minimum acceptable shelf-life for delivery, and when removal of an item from the catalog is recommended, the Contractor will bring this to the attention of the Contracting Officer. Disposition of the item will then be resolved by a detailed review of the requirements by the Contractor and the Government. The Contractor will explore all available avenues for resale of non-moving stock, including other commercial and DoD customers.

K. RAMP UP/ RAMP DOWN:

New MLL items will have a 30 day ramp up period prior to the new MLL date. Items scheduled for deletion will have a 60 day ramp down period from the new MLL date, in which both the new and old item will appear on the catalog, in order to reduce the levels of stock on-hand for the deleted item. The Contractor will inform NAVSUP of stock on hand of the deleted item, and the customer will make a reasonable effort to deplete the item prior to ordering the new item.

L. The Contractor is encouraged to show cost effective alternatives to their current choices within the limits of the MLL.

****END NAVY SHIPS LANGUAGE****

M. The Government is not obligated to purchase any items that are required to be cataloged and inventoried pursuant to this section, I.13 – Inventory Requirements/ New Items, or any other part of this solicitation and the resulting contract. The Government's only legal obligation under this indefinite quantity contract is to purchase the guaranteed minimum dollar value (see Statement of Work section I.1.E – Estimated Dollar Value, Guaranteed Minimum Dollar Value, and Maximum Dollar Value and FAR 52.216-22, which is incorporated in this solicitation/contract).

II. PACKAGING AND LABELING/MARKING

- A. 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 (See below, paragraph, II. AB.). Shipping containers shall be in compliance with the National Motor

Freight Classification and Uniform Freight Classification Code. The Contractor shall be responsible for abiding by any applicable packaging, packing, and marking regulations of the various countries in/through which product will be stored/transported. In accordance with USDA-FSIS labeling regulations, all products must be appropriately labeled as follows:

The Principal Display Panel (PDP) showing:

- 1) Product Name
- 2) Handling Statement
- 3) Legend/Establishment Number
- 4) Net Weight Statement

The Information Panel showing:

- 1) Ingredients Statement
- 2) Signature Line
- 3) Nutrition Facts*

Mandatory Safe Handling Instructions Displayed Anywhere on Labeling

* Although the nutritional statement is not mandatory on some items, if nutritional facts are not included on the Information Panel, Contractor must provide the nutritional facts on the manufacturer's technical specification.

- B. Semi-perishable items shall be snugly packed in shipping containers that fully comply with the National Motor Freight Classification and Uniform Freight Classification Code, as applicable.
- C. All raw ground beef items are required to have the fat/lean ratio declared on the label (for example, 85% lean, 90% lean). Any ground beef product not declaring the fat/lean ratio will not be acceptable.
- D. Frozen product must be processed and packed to allow removal of the individual units from the container without damage to that or other units. The intent is to be able to remove only that amount of product required for current needs, without the necessity of defrosting all units. Meats, poultry, and seafood should be vacuum packed when practicable. In all instances, the packaging must protect the product from freezer burn and contamination.
- E. 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.
- F. Chill and freeze products must be shipped in refrigerated (Reefer) Vans and appropriately separated per temperature requirements.
- G. To the maximum extent possible, nutritional and ingredient labels shall be placed on the individual package.
- H. Any product that is not labeled with the name and address of the manufacturing establishment must be identified as to its manufacturer by advance written notice to Contracting Officer during implementation of contract/catalog and the listing must be kept current during the life of the contract whenever there is a change/addition to a manufacturer.

I. **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.

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

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

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

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

K. All Contractor shipments must be palletized in accordance with good commercial

practices. Standard size: 40 x 48 inch pallet, but no higher than 60 inches 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 are to be stacked according to industry standards, but are to be skillfully built to allow the receiver to out-check/in-check all items on that pallet. Additionally, fragile cases must not have cases above them, but can have them beneath. For example, eggs are not to be packed with cases over these items.

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- L. All product must be palletized and placed on the pier at the brow of the ship.
- M. The Contractor will use standard commercial palletization and shrink-wrapping. Pallet height shall not exceed 60" in height including the pallet. Pallet retrieval, and all associated costs, shall be the responsibility of the Contractor. There is no pallet exchange program. The Prime Vendor shall sweep all Navy customers piers for Prime Vendor owned pallets on a daily basis as a minimum, Monday through Friday between 0800-1500 hours (i.e. 8:00 AM-3:00 PM local time) and retrieve Prime vendor owned property. Pallets must be identifiable with the Contractor 's logo or other distinct markings. If pallets are not retrieved before the cut-off times, the base recycle truck driver is required by security regulations to pick up and move pallets to a remote location.
- N. Palletizing for Aircraft Carriers and Resupply Ships must be done by using a two-way wing-type pallet. The commercial wood wing pallet dimensions must be 40"X48"X48" or 48"X40"X48". The Industrial Standard Specification for Wood pallets is the "American Society of Mechanical Engineers (ASME) MH1-Part 9, Part Number MH1-9-05-SW4048." All pads must be commercial fiberboard, 40"X48", positioned on the pallets before loading. Pallet height must NOT exceed 54". The unit load bonding material must consist of strappings: two girth-wise and three lengthwise. Bonding material shall be threaded through the strapping slots on the pallet to form a consolidated, stable cargo, which can be handled as a unit.
- O. The palletized/containerized unit loads require placards. The placards contain identification and contract data markings, which are to be stenciled, printed or labeled on two adjacent sides of the unitized load. The placards contain the stock number, item description, quantity (the number of shipping cases in the unit load), size and unit, the gross weight and cube, the contract and delivery order number, the Contractors name, address and nine digit zip code, and expiration date.
- P. All shipments of flour, sugar, salt and rice must be further packaged in a tri-wall container.
- Q. The loadouts require single line items to a pallet. Mixed loads are not permitted.
- R. A pallet yard or pallet retrieval system is required and shall be the responsibility of the Contractor.
- S. The Contractor shall provide a standardized pre-delivery customer fill rate report in a hard copy and Excel format.
- T. The following applies to Cargo Ships only:
 - 1. Pallet height shall be 46" or 48" high.

2. Each Pallet shall be labeled to identify which FIC or NSN is on the pallet to include the quantity and expiration date.
3. One pallet shall contain one line item only where practical, but not to exceed 5 different FIC/NSN's per pallet.

U. The following applies to Consolidated Delivery/ Replenishment at Sea (CONSOL/ RAS) only:

1. Pallets should be double shrink-wrapped.
2. Pallets must be no more than 40 inches high to include the height of the pallet.
3. Pallets shall not be no more than double stacked, i.e. totaling 80 inches.
4. The Contractor shall provide an estimated pallet count by frozen, dry and chill.

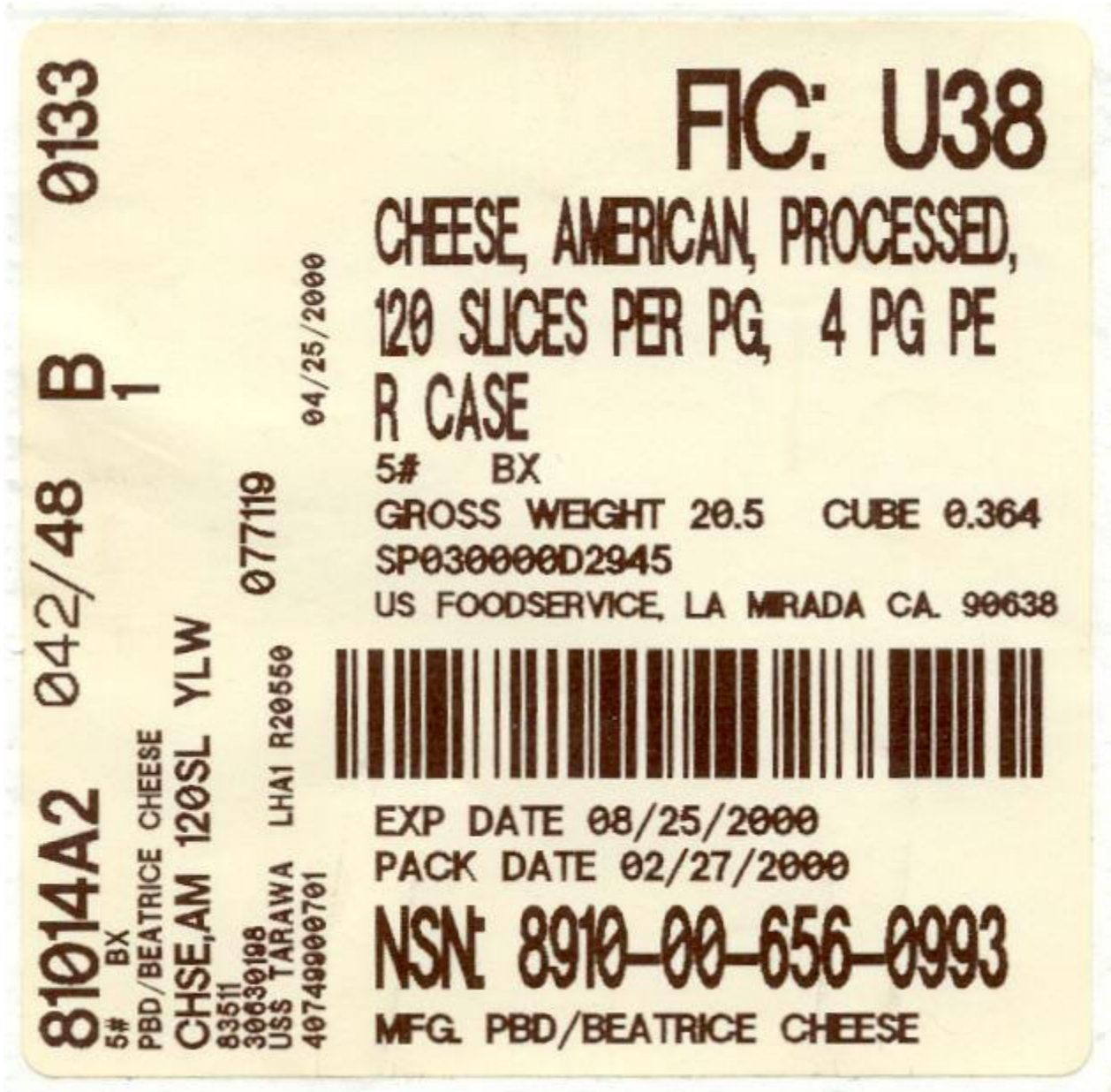
V. The Navy has incorporated a new initiative that adds a bar code of the Stock Number to the label. The bar code is used to receipt product at time of delivery. In addition to the information listed above, the Contractor must provide a bar code on the case label.

The label shall be placed on each case so that the bar code is not wrinkled, wet or wrapped around case corners. It must be suitable for accurate and quick scanning and must include:

1. Requisition or Purchase Order number
2. The Stock Number represented in both human readable and bar coded format. This format shall be Code 128 with no less than 7.5 mil bar. Approximate size to be 3" long by ½" tall.
3. Human readable FIC.
4. When the weight of a packaged item is random or catch-weight, the weight must appear on the label.

The following sample label is provided. Actual labels must AT LEAST be the same size as the sample.

(Approximately 4" X 4")



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

X. All products delivered by the Contractor will have an “open coded” (month/year) “Date of Pack” (DOP) and an “open coded” “Best When Used By Date”, “Sell by Date”, date of production, date of processing/pasteurization or similar marking indicating the end of the guaranteed freshness date.

Y. All beef, pork, lamb, and veal items shall be packaged in a vacuum process, gas flushed and wrapped in polyethylene wrapping, or vacuum packed and received in a frozen state. All poultry and seafood items are to be received in a frozen state. Commercial cartons will be used for all boxed items. **The Contractor should maximize the use of commercial packing that employs sturdy**

containers. Head space shall conform to standard commercial practice. Case weights should not exceed sixty (60) pounds. Case weights for high volume items should not be less than forty (40) pounds. These items will be identified at cataloging. Clarification and changes of high volume items will continue throughout the life of this contract.

Z. Packaging for shipboard stowage may require deviation from standard commercial pack. Product should be snugly packed.

AA. Commercial cartons that fail to hold up under ship board stowage conditions must be changed to ensure product durability.

**** END NAVY SHIPS LANGUAGE****

AB. FEDERAL FOOD, DRUG AND COSMETIC ACT-WHOLESALE MEAT ACT

(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 there under. This warranty will apply regardless of whether or not the supplies have been:

- (1) Shipped in interstate commerce,
- (2) Seized under either Act or inspected by the Food and Drug Administration or Department of Agriculture.
- (3) 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 there under 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:

- (1) 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;
- (2) 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 there under, 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.

III. INSPECTION AND ACCEPTANCE

1. POINT OF INSPECTION AND ACCEPTANCE

- A. Inspection and acceptance of products will be performed at destination. The inspection is normally limited to identity, count and condition; however, this may be expanded if deemed necessary by either the military Veterinary Inspector, Dining Facility Manager, Food Service Advisor/Officer, or the Contracting Officer.
- B. 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.
- C. 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 the truck driver. The Government’s authorized receiving official’s signature on the delivery ticket denotes acceptance of the product.
- D. The Contractor shall forward two (2) copies of the delivery ticket/invoice with the shipment. The receiving official will use the delivery ticket/invoice as the receipt document. Both copies must be signed by the customer and the driver. One copy will remain with the customer and the other copy will go back with the driver to the Prime Vendor facility. No electronic invoice shall be submitted for payment until acceptance is verified.

2. REJECTION PROCEDURES

- A. 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.

- B. 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.
- C. 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 may 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.
- D. 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.
- E. It is a requirement of this Contract that product shall be inspected by the Government upon receipt as promptly as practicable. 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.
- F. Supplies transported in vehicles which are not sanitary, or which are not equipped to maintain prescribed temperatures, may be rejected without further inspection.

IV. QUALITY ASSURANCE

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:

1. Standardized product quality;
2. Wholesome product by veterinary standards
3. The usage of First-Expired, First-Out (FEFO) is preferred; then First-In, First-Out (FIFO)
4. Product shelf life managed and monitored (by date of pack/production of the item);
5. Items are free of damage;
6. Correct items and quantities are selected and delivered;
7. Ensure requirements of the Berry Amendment are met;
8. Customer satisfaction is monitored;
9. Product discrepancies and complaints are resolved and corrective and preventive action is initiated;
10. Manufacturer, FDA, or DoD initiated food recalls are promptly reported to customers and DLA

TROOP SUPPORT;

11. Compliance with Environmental Protection Agency and OSHA requirements;
12. Compliance with FSMA (Food Safety Modernization Act) requirements;
13. Distressed or salvaged items or products shall not be used;
14. 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.
15. Hazard Analysis and Critical Control Point (HAACP), if applicable;
16. 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.

D. All products shall be properly managed by the Prime Vendor to avoid the expiration of product. The Prime Vendor will bear all risk, including associated costs, with product expiration. The Government will not be liable for any expired product costs under this contract.

E. It is the policy of the Federal Government to encourage responsible uses of medically important antibiotics in the meat and poultry supply chain by supporting the emerging market for meat and poultry that has been produced according to responsible antibiotic-use policies, defined as those policies under which meat and poultry producers use medically important antibiotics only under veterinary oversight and only when needed to prevent, control, and treat disease – but not for growth promotion. This

policy is expected to be in place in 2020; however, Contractors are strongly encouraged to begin adopting responsible antibiotic-use policies prior to this date. More information about this policy can be found at:

www.whitehouse.gov/the-press-office/2015/06/02/fact-sheet-over-150-animal-and-health-stakeholders-join-white-house-effo"

2. PRODUCT QUALITY & SHELF LIFE REQUIREMENTS

For all Customers, acceptance of supplies awarded under this solicitation will be limited to product processed and packed from the latest seasonal pack during the contract period. First Expired First Out (FEFO) is the preferred method for the SPV Contractor; however, the First In First Out (FIFO) method is acceptable, 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.

A. Shelf life requirements:

1. 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.
2. 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.
3. 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.

4. PRODUCT QUALITY FOR FRESH FRUITS AND VEGETABLES

- i. 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). All 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.
- ii. For Fresh-Cut Fresh Fruits and Vegetables/Ready-to-Eat Salads/Cole Slaw/etc.: Individual bags/containers must be marked with a 14-day shelf life from the date of production. All products must be received by the customer with at least 50% of recommended shelf life remaining. If the manufacturer recommended shelf life is less than 14-days, the Contracting Officer must be notified in advance and approve shelf life. Any deviation for these requirements must be approved prior to customer delivery, in writing, by the Contracting Officer.

B. 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).

C. 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.

D. It is NOT DLA Troop Support's policy to grant shelf life extensions for SPV CONUS contracts.

E. Level of Product Quality:

1. All items must meet the Government's item description of their assigned Government stock number.
2. When designating an item as a match for the DOD item in the Market Basket listed in the solicitation, the item must be:
 - a. Identical in respect to packaging when the DoD unit of issue is not described by weights (e.g. pound or ounce).
 - b. Identical for portion/package size and units per pack.
 - c. Equivalent in respect to grade or fabrication.
 - d. Commercial standards should be used to maintain temperatures appropriate for individual produce items during storage and delivery to DLA Troop Support customers.
3. All items must meet or exceed the Government's item description of their assigned Government stock number and the specified US. Grade. Please refer to each Service's buyers guide for further detailed specification on Page 72, paragraph D.

3. SHELF LIFE REQUIREMENTS FOR DAIRY PRODUCTS

- A. Acceptance of supplies awarded under this solicitation will be limited to fresh product.
- B. Commercial standards shall be used to maintain temperatures appropriate for the individual items.
- C. 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.

**** THIS LANGUAGE APPLIES TO NAVY SHIPS CUSTOMERS ONLY****
**** APPLICABLE IF DELIVERY WILL BE TO A NAVY SHIPS CUSTOMER****

D. Milk (fresh), Whipping Cream (fresh), Cream (fresh), and Half and Half (fresh), Ice Milk Mix, Fresh (soft serve), Milk Shake Mix, Fresh (direct draw) must have minimum 7 days product shelf life remaining upon delivery.

E. Half and Half (ultra-pasteurized) and Buttermilk must have a minimum 45 shelf life days remaining upon delivery.

F. Whipping Cream (ultra-pasteurized), Cream (ultra-pasteurized) and Eggnog (ultra-pasteurized) must have a minimum 21 days product shelf life remaining upon delivery.

G. Cottage Cheese, cultured, or acidified, normal shelf life, and Cottage Cheese, cultured or acidified, extended shelf life, must have a minimum 21 days product shelf life remaining upon delivery.

H. Sour Cream must have a minimum 21 days product shelf life remaining upon delivery.

I. Yogurt must have a minimum 21 days product shelf life remaining upon delivery.

J. Ice Cream must have a minimum 7 months shelf life remaining upon delivery.

****END NAVY SHIPS LANGUAGE****

4. ACCEPTANCE REQUIREMENTS FOR FROZEN ITEMS

- A. In order for frozen items to be accepted by the receiving activity, the following criteria must be observed:
 - 1. Packages must be solid, not soft, upon arrival;
 - 2. Container and wrapping must be intact and in a solid condition;
 - 3. Packages must be free of drip and show no evidence of thawing and re-freezing (i.e. watermarks on boxes; off odor) or dehydration.
 - 4. Cello wrapped packages must not be discolored or show other signs of freezer burn.

5. WARRANTIES

- A. 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.

6. WAREHOUSING AND SANITATION PROGRAM/STORED PRODUCT PEST MANAGEMENT

The Contractor shall develop and maintain a sanitation program and a stored product pest management program for the food and other co-located non-food items that comply with industry standard programs such as the Code of Federal Regulations, Title 21, Part 110, Good Manufacturing Practices (GMPs), Food Safety Modernization Act (FSMA), the Federal Insecticide, Fungicide, and Rodenticide Act, the Food, Drug, and Cosmetic Act of 1938 as well as other pertinent US federal, state and local laws and regulations (and other applicable laws 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.

7. 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 "Sanitary Conditions" below. Warehouse/storage facility used by the Contractor to store food products intended for DLA customers will be inspected for sanitation, FOOD SAFETY AND MODERNIZATION ACT (FSMA), 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.

8. SANITARY CONDITIONS

- (a) Food establishments.
 - (i) 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. An award will not be made to an offeror 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 Establishments for Armed Forces Procurement, (Worldwide Directory) (available at: <https://phc.amedd.army.mil/topics/foodwater/ca/Pages/DoDApprovedFoodSources.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.

(ii) 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.

(iii) 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: www/fsis.usda.gov/wps/portal/fsis/topics/inspection/mpi-directory. In order to be acceptable, an item shall bear on the product, its wrappers, or shipping container (as applicable), the USDA shield and applicable establishment number upon delivery. USDA listed establishments processing products not subject to the Federal Meat and Poultry Products Inspection Acts must be listed in the Worldwide Directory for those items.

(iv) 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.

(v) 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: www.ams.usda.gov/poultry/grading.htm.

(vi) 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:

https://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.

(vii) 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.

(viii) 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:

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: <https://www.fda.gov/Food/GuidanceRegulation/GuidanceDocumentsRegulatoryInformation/Milk/default.htm>

(ix) 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: 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.

(x) Oysters, clams and mussels from plants listed in the “Interstate Certified Shellfish Shippers Lists” (ICSSL), published by the USDHHS, FDA at www.fda.gov/food/guidanceregulation/federalstatefoodprograms/ucm2006753.htm.

(xi) 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:

www.armypubs.army.mil/Search/ePubsSearch/ePubsSearchForm.aspx
For the most current listing of exempt plants/products, see the Worldwide Directory available at:
<https://phc.amedd.army.mil/topics/foodwater/ca/Pages/DoDAApprovedFoodSources.aspx>

(xii) 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 is included/added to the listing of manufacturers provided to the Contracting Officer in accordance with II. PACKAGING AND LABELING/MARKING, H.

(xiii) 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.

9. PRIME VENDOR QUALITY SYSTEMS MANAGEMENT VISITS AND AUDITS

A. QUALITY SYSTEMS MANAGEMENT VISITS (QSMVs)

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

During the QSMV the Government may review/verify one, several or all of the following areas (this list is not all-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 (FEFO, 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:

1. Basic Audits

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

- b. 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.
- c. The Contractor may undergo an audit at least once per contract period. The audits are conducted as a product cutting. The cost of one Prime Vendor Food Audit is estimated at \$11,000.00 (for product cost only). The Contractor will provide samples of catalog items chosen by the Government at a cost of up to \$11,000.00 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 cost for all product during a Prime Vendor Food Audit and Produce Quality Audit shall be incurred by the Contractor. 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 hereby notified that the DLA Troop Support Audit Team may take digital pictures during the audit. Additional cost may be incurred by the Contractor if their facility does not have a facility/kitchen or the equipment needed to perform the audit. For additional costs associated with Follow Up Audit/QSMV due to prior audit/QSMV failure, see paragraph 6 below (“Follow Up Audits”).

NOTES:

- (1) Since there is no destructive sampling performed during a QSMV, there are no anticipated product costs associated with QSMVs. The Prime Vendor will, however, be responsible for any such costs.
- (2) The Government reserves the right to conduct an unannounced QSMV in lieu of an initial audit or other audit during contract performance if deemed in the best interest of the Government.

2. Audit Process

- a. The Contractor will be given advance notice of no more than sixty (60) calendar days of an impending audit. Effective upon receipt of the notification, the Contractor will not change or 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.
- b. 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 Food 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 Food Audit, the Prime Vendor Food Audit portions will occur on days three and four.

- c. 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.
 - i. 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.
- d. 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, and conduct a compliance evaluation of the Contractor's approved Food Defense Plan.
- e. 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.
- f. During the Prime Vendor Food 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.

- g. 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 (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 non-conformances: Domestic source/regulatory/approved source violations; Wrong item; Grade failures or mismatch; Major workmanship/fabrication violations; Major weight/portion control violations; Item shelf life/ expiration date violations; Not latest season pack/crop year violations; Items that exhibit major freezer burn or dehydration, temperature abuse, and/or other off condition that although not likely to result in hazardous or unsafe conditions, the defect and/or combination of defects materially affect the item serviceability for its intended purpose and/or prevents the performance and production of an end item/meal by the customer; and/or Major deviations from packing, packaging, labeling and markings that would necessitate a regulatory market suspension or have a major effect on DLA TROOP SUPPORT's ability to recall the product.

ACTION REQUIRED: Contractor is required to STOP ISSUE of the item, unless otherwise

approved by the Contracting Officer.

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

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

NOTES:

- (1) **MAJOR NONCONFORMANCE (BLUE)** = At CONUS 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 non-conformances 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 Food 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:

- a. Freezer storage area to store samples selected;
- b. Chill area for tempering product for approximately 10 + pallets;
- c. Tables for conducting the audit and demonstration;
- d. Sinks/wash area equipped with sanitizing soap for cleaning knives and equipment;
- e. Water jet spray attachment for the sink;
- f. Pans or work area in close proximity to a sink area to drain/purge from packaged product;
- g. Deep fat fryer;
- h. Microwave;
- i. 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 lbs. and capable of measuring down to the nearest tenth is preferable and a 25 lbs. test weight;
- j. A minimum of 10 large flat baking sheet pans, plastic trays or some type of tubs to place thawed meats;
- k. Cart to move samples around;
- l. Cutting boards (two or three);
- m. Large trash cans with bags;
- n. Power hook-up for 3-4 computers;
- o. Access to a copy machine;
- p. Small box for ground beef samples (Approx. 10 oz.) and dry ice or cold packs for mailing;
- q. 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
- r. Optional but considered highly desirable: Cloth towels and floor covering to maintain clean and sanitary floor areas.

4. Sample List/Selection of Samples

The Lead Auditor will provide a list of sample items upon arrival at the Contractor's facility. Two samples for each item will be selected. A pick list/picker stickers, six-month velocity or usage report, and an on-hand inventory quantity report (i.e. number of cases on hand) should be developed for each item after receipt of the list. Warehousing assistance will be required to pull and prepare samples for the audit.

Assistance with moving samples from the storage areas to the audit area and also continuous removal of items after review will be required on audit days. Some samples will require tempering/thawing. An area will need to be provided for the sample tempering process with a capacity for at least 10 or more single layer pallets side by side. In order to rapidly temper these items, the warmest area at the facility will be needed. Upon tempering the items will need to be placed in a chilled environment. All samples must be stored in controlled conditions to protect from abuse or tampering. Samples of product may be sent for lab testing to ascertain

wholesomeness and safety of a product if determination cannot be made by normal inspection/observation during the audit (food safety issues such as wholesomeness, foreign material, contamination or adulteration, etc.). The meat audit items (approx.13-20) will be primarily Center of the Plate –Beef and Pork- Steaks, Roasts, Chops, Diced, and Ground items. Ground Beef Bulk and Patties may 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. Miscellaneous item (others) 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, Processed Products, and other items, “Miscellaneous” 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, Processed Products, and other “Miscellaneous” items,) as the minimum standard for acceptable performance. The Contractor will be given a 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.

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

NOTES:

- (1) 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.
- (2) The estimated cost of a Follow-Up Audit includes the current USDA-AMS/USDC fee at the time of the audit/QSMV (FY 2019 fee - \$108.00 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 (may vary due to the location and per diem rates 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 (Payment will be made through <https://www.pay.gov/public/form/start/28065129>; See Page 66 for Instructions) to the Contracting Officer within **45** Calendar days of request

7. Audit Failures

As noted herein, Prime Vendor Food 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.

V. ORDERING and DELIVERIES & PERFORMANCE

1. START-UP / IMPLEMENTATION PERIOD / TRANSITION PLAN

- A. A start-up/implementation period of up to 14 (fourteen) days is allowed. An incumbent Contractor who receives the award may be afforded less time for start-up/implementation if it is mutually agreed upon by both parties.
- B. The new Contractor's start-up/implementation 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, at a minimum: a) source and add the balance of the required catalog items at prices determined to be fair and reasonable by the contracting officers and provide supporting documentation such as invoices, specifications, and labels (see more details on what supporting documentation must be submitted in the Addition of New Items to the Catalog section of the Statement of Work on page 123. b) complete its ability to fully execute all EDI transactions and interact with STORES; and c) fully populate its complete electronic catalog for customer support. The complete electronic catalog must be submitted via 832 transaction at least 14 days prior to the first order date. 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. At a minimum, the following milestones for implementation will be met by the Contractor.

Provide implementation plan: within 5 (five) days of contract award

Submit a complete 832 transaction: within 10 (ten) days after contract award

Submit phase-out plan to Contracting Officer: 10 (ten) days after contract award

Ensure Access to all Bases: 9-11 (nine to eleven) days after contract award

Receive first order: up to 13 (days) days immediately after contract award

- C. 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.

During the start-up/implementation period, the incumbent Contractor is expected to maintain inventory at a level to ensure a 98.5% fill rate as required by the contract. Not-in-Stock (NIS) items should be limited.

During this start-up/implementation period, the Contractor shall submit a comprehensive phase-out plan to the Procuring Contracting Officer (PCO) in accordance with the requirements set forth in this SOW/PWS. The services required in the phase-out plan will only be exercised in the event of a transition i.e. at contract end or termination. If the Contractor succeeds itself in a subsequent acquisition for the same or similar services, the phase out plan will not be utilized. The Contractor shall

identify Points of Contact (PoCs) that have the experience, expertise, and authority to execute the plan.

- D. 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.
- E. Many bases may require enrollment in either RapidGate or the Defense Biometric Identification System (DBIDS). (See Security Measures, Section VI. 3).

2. ORDER LEADTIMES

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

**** THIS LANGUAGE APPLIES TO NAVY SHIPS CUSTOMERS ONLY****
****APPLICABLE IF DELIVERY WILL BE TO A NAVY SHIPS CUSTOMER****

A. Routine lead times (in-port ships): Deliveries will be made with a 7-day turnaround (orders placed Monday will be delivered the following Monday.) The customer shall submit their orders by 2:00 p.m. local time for delivery the same day of the following week. Orders with less than a 7-day lead time up to and including same day delivery will be treated as either “emergency orders”, or the order will be filled, without the guarantee of receiving a fill rate of 98%.

B. Other lead times for special circumstances for Navy Ships:

1. For in-port Navy Ships loading out for deployment, the order lead-time shall be 14 days, providing a fill rate of at least 98%.

2. For Visiting Navy Ships (i.e. Ships underway and ordering from other than their home port Contractor catalog) the order lead time shall be 21 days. In the event the visiting Navy Ship cannot provide a 21 day lead-time, the Visiting Ship(s) shall submit orders with the greatest lead-time possible.

C. Customers will receive a 98% fill rate regardless of the number and types of ships ordering consistent with the required lead time.

****END NAVY SHIPS LANGUAGE****

3. EMERGENCY/SAME DAY ORDERS

- A. The Contractor shall fulfill emergency orders, i.e. orders for same-day delivery, as needed. Upon receipt, the Contractor will confirm the validity of the order. 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 work and cell phone number.

- B. The time emergency orders must be placed for same-day delivery will be 10:00 a.m. local time. Emergency orders may be changed/cancelled no later than 12:00 p.m. (noon) local time. The Contractor will take all actions to deliver the same day as required.
- C. 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.
- D. Each customer shall be permitted to make two Emergency orders per month. The Contractor shall be responsible for completing these Emergency orders at no additional charge.
- E. 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.

**** THIS LANGUAGE APPLIES TO NAVY SHIPS CUSTOMERS ONLY****
****APPLICABLE IF DELIVERY WILL BE TO A NAVY SHIPS CUSTOMER****

- A. The Contractor shall fulfill emergency orders, i.e. orders with less than a 7-day lead time up to and including same-day delivery, as needed. The Contractor is responsible for providing the ordering facilities with the name of the Contractor's representative responsible for notification of receipt and handling of such emergency service and his/her phone number and/or pager number.
- B. The offeror is required to submit their plan for handling emergency orders. All emergency order(s) for supplies must be same day service. Expeditious fulfillment of the emergency requirement is imperative. The Contractor shall provide two (2) emergency orders per month per individual DODAAC (ordering activity), at no additional charge to the Government.
- C. The Contractor may experience unscheduled arrival of ships, with only a few hours' notice, as part of normal operations, where the order requirements could more than double from their normal usage on a given day's notice (these will be considered emergency orders).
- D. Emergency orders will not be counted against Fill Rate.

****END NAVY SHIPS LANGUAGE****

4. SPECIAL ORDER ITEMS and DELIVERY TERMS

- A. 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 are not subject to 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.

- B. 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.
- C. 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/Contract Specialist 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 Account Manager, with a copy to the Contracting Officer/Contract Specialist, within 5 working days of receipt of the customer requirement/request. 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.

- D. 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.
- E. 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.
- F. 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.

**** THIS LANGUAGE APPLIES TO NAVY SHIPS CUSTOMERS ONLY****
****APPLICABLE IF DELIVERY WILL BE TO A NAVY SHIPS CUSTOMER****

- G. The Contractor may add a reasonable (7-14 day) lead-time to stock numbered items that have an average monthly case movement of less than 20 cases over a six-month period. However,

there are many items required by the customer that do not meet this requirement, for example infrequently ordered and seasonal or holiday items. *NOTE: THERE IS THE POSSIBILITY OF INFREQUENT ORDERING BY VISITING SHIPS, CARGO, OR THE MILITARY SEALIFT COMMAND (MSC). 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). These items that the Contractor is not required to maintain on its seven-day delivery catalog, but is required to supply as needed, and approved longer lead-time items, are Special Order items. * THESE CUSTOMERS (DoDAAC's) ARE NOT TO BE DELETED OR DEACTIVATED FROM THE CONTRACTOR'S SYSTEM UNLESS AUTHORIZED BY THE CONTRACTING OFFICER.

H. For items on the catalog that are specified as Special Order items with a longer than 7 day order leadtime, 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.

I. 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 seven-day order.

J. 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 7 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.

****END NAVY SHIPS LANGUAGE****

5. ORDER CHANGE and CANCELLATION TIMES

- A. 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 the customer (by telephone, or receipt-confirmed email) by 12:00pm (noon), Contractor local time, the day prior to delivery. The 12:00 pm (noon) cutoff time does not apply to new orders placed for product substitutions of items that were not-in-stock (see paragraph 7 below.)
- B. Orders may be cancelled at the customers' discretion (within the timeframe specified above) including but not limited to the following reasons:
1. Change in requirement
 2. Change in troop location
 3. Change in troop mission
 4. User error on original order
- C. 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 the customer (by telephone, or receipt-confirmed email) and received by the Contractor no later than 3 days (72 hours) after initial order placed (for a change to a Special Order long lead-time items on the catalog);

D. For revisions/cancellations placed after the times specified (i.e. late revisions/cancellations), 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 Regular/Special Order item(s), or failure to place a STORES order for a previously requested Regular order/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:

1. 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;
2. 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,
3. 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),
4. 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, and
5. 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.

**** THIS LANGUAGE APPLIES TO NAVY SHIPS CUSTOMERS ONLY****
****APPLICABLE IF DELIVERY WILL BE TO A NAVY SHIPS CUSTOMER****

A. The Contractor shall advise the customer by 12 noon local Contractor time on the day after the order is placed of the nonavailability of an item. If a customer places an order more than 7 days before the required delivery date, the Contractor must still notify the customer on the day after the order is placed of the non-availability of an item. At this time, if it appears that the Contractor does not expect a stock replenishment (in sufficient time to fulfill the requirement, the Contractor will source a NAVSUP approved suitable replacement. NAVSUP will make the final decision on the acceptability of any replacements.

B. The Contractor will charge no "restocking charge" for canceled orders resulting from unforeseen circumstances such as pier closures, ceremonies, or weapons load outs.

**** END NAVY SHIPS LANGUAGE****

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

A. 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 information technology (IT) systems which are capable of interfacing with STORES in order to be considered for award. Attachment 5 – EDI IMPLEMENTATION GUIDELINES FOR SUBSISTENCE PRIME VENDOR (STORES) includes the EDI transaction sets information and specifics.

B. Subsistence Total Order and Receipt Electronic System (STORES)

1. 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.
2. 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.
3. STORES access is required for each Contractor's employee. All STORES users must receive Account Management Provisioning System (AMPS) role approval prior to completing and electronically accepting the electronic user agreement for a STORES account. Detailed instructions on how to gain access to AMPS and STORES can be found in Attachment 6 – STORES – AMPS Customer_Vendor_Request.
4. The awardee shall be required to interface with STORES and must be able to support the following EDI transactions:
 - i. 810 – Electronic Invoice
 - ii. 832 – Catalog (Outbound: Vendor to DLA TROOP SUPPORT)
 - iii. 850 – Purchase Order
 - iv. 997 – Functional Acknowledgment
 - v. A complete description of these transaction sets is included in the "STORES EDI Requirements" located at:

http://www.dla.mil/Portals/104/Documents/TroopSupport/Subsistence/STORES_and_EDI_Requirements.pdf or see Attachment 5 – EDI IMPLEMENTATION GUIDELINES FOR SUBSISTENCE PRIME VENDOR (STORES).
5. The Contractor shall have access to the Internet and be able to send and receive electronic mail (email).
6. Unit prices and extended prices must be formatted not more than two (2) places to the right of the decimal point. Standard rounding methods must be applied.

7. 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 Global Standards One (GS1). 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 Attachment 5 – EDI IMPLEMENTATION GUIDELINES FOR SUBSISTENCE PRIME VENDOR (STORES). for segment and element instructions.

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

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

C. STORES Ordering Process

1. All customers are required to electronically submit every order through the Government's STORES system.
2. If the STORES system is down, the Contractor shall accept the order via 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 inputted 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 email, or phone orders, immediately contact your Contracting Officer, Acquisition Specialist, or Account Manager.**
3. 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.

- 4. Authorized Telephonic, 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 Section 5. ORDER CHANGE and CANCELLATION TIMES 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. A separate STORES order must be placed by the customer for all substitution/replacement items. This order must be placed by 3:00 pm local Contractor time on the day prior to the required delivery date.
- B. 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 an item is not available, partially or in whole, the Contractor shall notify the customer as soon as the non-availability is known but no later than 24 hours prior to the required delivery date/time. Along with this notification, the Contractor shall also provide notification to the customer if there is an item on the existing STORES catalog that may serve as a replacement for the non-available item. If the customer agrees, then the customer 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. The Contract Specialist/Account Manager shall be copied on the required notification.

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

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

- A. 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. However, the delivery schedules listed below are subject to change based on customer needs and such changes will be made at no expense to the Government and will not require a contract modification.

- B. Installation delivery routes and stop-off sequence will be coordinated and verified with the installations on a post award basis by the awardee(s).
- C. 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.
- D. 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.
- E. 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.
- F. The Contractor shall also ensure that the personnel loading and delivering the product provide prompt and efficient service to the customer.

CUSTOMERS/DELIVERY POINTS: DELIVERIES/REMARKS

This is a current list of the customers serviced under this solicitation. Refer to page 80 for a list of the customers that have placed orders in the last 10 months and their estimated sales usage.

CUSTOMERS	DELIVERY SCHEDULE
FT6411 114th ANG - Joe Foss Field 1201 W. Algonquin St., Sioux Falls, SD 57104 SMSgt Donald (Tim) Wenzel 605-988-5636	1 delivery per month, Wednesday
FT9120 Ellsworth Raiders Café 28 FSS FSVF 2567 Doolittle Drive Bldg. 2106, Ellsworth, AFB, SD 57706 SrA Jessica Stough 605-385-3322 option 5	6am - 9am 3 deliveries (Mon, Wed, & Fri)

756734 Pine Ridge I H S Hospital 607 Indian Health Road E. HWY 18 Pine Ridge, SD 57770-1201 Rickta Brownlow 605-867-3284	1 delivery per week, Thursday (11am - 4pm)
W90YD7 Camp Rapids SD Bldg. 570, 2823 W. Main St, Rapid City, D57702 (delivery address is Bldg 570, 2626 Canyon Lake Drive, Rapid City, SD 57703) CW2 Jeff Urban 605-737-6734	7am - 10am 3 deliveries (Mon, Wed, & Fri) or As Needed

10. ADDITION OF CUSTOMERS

A. Adding customers within the contract geographic distribution region:

1. Additional DoD and non-DoD customers that are within the geographic distribution region covered by this contract are considered to be within the scope of the contract and may be added to the contract without any new acquisition or competition process.
2. In this case, the Contractor shall include the customer(s) at the effective contract prices applicable to that distribution region.
3. The decision as to whether a potential new customer is within the contract region and, thus, will be added to the contract without further competition and at the existing contract prices, shall be within the sole discretion of the Contracting Officer.

B. Adding customers outside the contract geographic distribution region:

1. This provision applies to the following customers:
 - i. A new DoD or non-DoD federal customer(s) that is not within the resulting contract's geographic distribution region.
 - ii. A customer(s) that may be considered adjacent or proximal to the geographic distribution region covered by more than one Contractor.
 - iii. An existing DoD or non-DoD federal customer that is not within the resulting contract's geographic distribution region but has been previously supported on a separate contract covering a separate and distinct geographic distribution region.
2. The customers described in paragraph B.1., above, and their foodservice requirements, may be added to any contract resulting from this solicitation as

follows:

- i. In the judgment of the Contracting Officer, the customer(s) at issue is/are located in an area that is considered adjacent or proximal to the geographic distribution region of the resulting contract. In a circumstance where the customer is located in an area that is adjacent or proximal to numerous different existing prime vendor contracts, the decision of which contract is most satisfactory to the Government for purposes of adding the customer(s) will be at the sole discretion of the Contracting Officer, taking into consideration numerous factors, including, but not limited to, those contained in this provision.
 - ii. Only existing Subsistence Prime Vendor Contractors that are proximal to the new customer(s), i.e. close in distance, will be considered to support the potential customer(s). The Government may use in house records to identify potential Prime Vendors.
 - iii. The decision as to which Prime Vendor Contractors are proximal to the new customer(s) and will be requested to provide a proposal to support such customer(s) will be at the sole discretion of the Contracting Officer.
 - iv. The Contractor selected by the Contracting Officer to support the new customer(s) shall include the customer(s) at the effective contract prices applicable to the current contract.
- C. Under no circumstances may the resulting contract's maximum dollar value be exceeded as a result of additional requirements of any new customer(s).

11. HOLIDAYS

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

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

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

- B. 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.

During the weeks of Thanksgiving, Christmas, and New Year's Day the contracting officer will require that prices be held for the following week.

12. AUTHORIZED RETURNS

- A. The Contractor shall accept returns under the following conditions:
1. Products shipped in error;
 2. Products damaged in shipment;
 3. Products with concealed or latent damage;
 4. Products that are recalled;
 5. Products that do not meet shelf life requirements;
 6. Products that do not meet the minimum quality requirements as defined for the items listed in the Schedule;
 7. Products delivered in unsanitary delivery vehicles;
 8. Products delivered that fail to meet the minimum/maximum specified temperature;
 9. Quantity excess as a result of order input error/and or purchase ratio factor error; and
 10. Any other condition not specified above that is determined a valid reason for return by the Contracting Officer

13. SHORT SHIPMENTS AND SHIPPING ERRORS

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

14. WAREHOUSE/TRANSPORTATION

The offeror must possess a fully functional and operating commercial food distribution warehouse (including distinct temperature-controlled sections for dry, chill and frozen products, and docks for receiving/shipping product) of sufficient size and sufficient open capacity to satisfactorily perform on this contract. The offeror must also have the ability to pick ordered product, stage and wrap in pallets for shipping and transport product in temperature-controlled, temperature recording trucks directly to all the customers listed in the delivery schedule on an ongoing basis fulfilling skip-day schedule as described herein. Attachment 2 – CATALOG OF ITEMS FOR SPE300-20-R-X011 contains the current line items/SKUs that are being used by the customers. An offeror must have the ability to fulfill all the customers' food supply requirements on a long-term, just-in-time basis in terms of both warehouse and transportations capabilities.

15. FEMA Order Tracking

1. a) In order to facilitate tracking of shipments for Federal Emergency Management Agency (FEMA) orders, the following information is required within 3 hours of material shipment: commercial bill of lading (CBL), delivery order (DO) number, trailer number, trailer license plate number, trailer license plate state, seal number,

origin facility, destination facility, estimated delivery date/time, actual shipped date/time, comments. A sample spreadsheet is attached (See Attachment 7 – FEMA NOTIFICATION SPREADSHEET).

b) For orders shipped directly to destination by the Prime Vendor, the information shall be emailed to FEMA-TRACC-HQ@fema.dhs.gov. Individual points of contact at FEMA shall be determined in the future.

c) For orders shipped using trailers provided by DLA Distribution, the information shall be emailed to the DLA Distribution Vendor Shipment Module (VSM) office at delivery@dla.mil

VI. ADDITIONAL PERFORMANCE REQUIREMENTS

1. PERSONNEL:

At a minimum, the Contractor will have ample personnel to accomplish the performance required under the resultant contract. Resource(s) shall be dedicated to ensure customer satisfaction through daily communication with military or non-DoD customers and/or with DLA Troop Support personnel. Resource(s) shall be dedicated to review and receive orders and notify customers of any Not-In-Stock (NIS) and/or substitutions on a daily basis. Resource(s) shall be dedicated to submit invoices in a timely manner and to reconcile any discrepancies with the invoice in the STORES RECON tool. Resource(s) shall be dedicated to the Quality Assurance function identified in this Statement of Work. Resource(s) shall be dedicated to maintaining and submitting required Management Reports. Other resource(s) as required. It is DLA Troop Support experience that more than one (1) dedicated customer service/account manager is necessary to ensure performance required under the resultant contract.

2. FOOD DEFENSE

- A. 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 ensure steps are taken to prevent the deliberate tampering and contamination of subsistence items. Such precautions are designed to provide for Food Defense as described by the Food & Drug Administration (FDA) at www.fda.gov/Food/FoodDefense/.
- B. The Contractor must maintain a valid Food Defense Plan that describes what procedures are in place to prevent product tampering and contamination, and assure overall plant security and food safety during the performance period of this contract.

This Plan must be submitted to the Contracting Officer with initial proposal to be reviewed for acceptability. (See Other Submission Requirements.)

- C. The Contractor 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 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.
- D. Any anticipated change(s) to the accepted Food Defense Plan will be submitted to the Contracting Officer within ten (10) working days after the supplier becomes aware of such change(s) 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 www.dla.mil/Portals/104/Documents/TroopSupport/Subsistence/FoodSafety/FoodQuality/food_defense_check.pdf)

The Contracting Officer may conduct ongoing verifications of the Prime Vendors security and food defense system throughout the life of the contract. Failure to maintain an acceptable food defense plan may be considered a breach of contract. DLA Troop Support 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.

3. SECURITY MEASURES

- A. The following security guidance is also provided:
 - 1. Make sure all boxes, bags, etc. are intact and demonstrate no evidence of tampering. All incoming truck drivers should provide adequate identification upon request. Visitors should also be properly identified and access limited to appropriate areas. Procedures for storing product should adequately control access to eliminate any possibility of product adulteration.
 - 2. Specific Military installations may require trucks to be sealed after each delivery stop. If this is or becomes a requirement, the Contractor shall be responsible for providing the seals and the following procedures shall apply:
 - a. Never leave open trucks unattended, and use bolt-seals when possible to designate loaded trailers.
 - b. Serial coded security seals shall be properly placed on all delivery vehicles and registered/logged in per delivery.
 - c. When split/consolidated deliveries are authorized, the delivery vehicles are required to be sealed after each delivery point with a serial number coded seal.
 - d. The military liaison or designated representative at the drop-off point shall be responsible for cutting the seal, verifying the serial number on the invoice, re-sealing the delivery vehicle with the new seal and annotating the number on the delivery ticket.
 - e. Under no conditions will drivers re-seal delivery vehicle or complete the associated paperwork.
 - f. Split/consolidated deliveries made in conditions other than those

cited above are subject to be rejected by the customer.

3. The Contractor will ensure that employee background checks are up to date.
4. Ensure drivers have communication devices available in the event of an emergency and establish emergency phone numbers for them to use.
5. Firms should keep customer routes, etc. on a need to know basis.
6. Review of overall organizational corporate security plans should be conducted to assess or reduce risk. It is important to convey to all warehouse, office and fleet personnel that security should not be taken lightly and any suspected adulteration or evidence of product tampering must be reported immediately.

B. RapidGate/Defense Biometric Identification System (DBIDS)

Many bases may require enrollment in either RapidGate or the Defense Biometric Identification System (DBIDS). Both RapidGate and DBIDS manages access to Department of Defense (DoD) installations 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 DBIDS, RapidGate, or another security program is required for access to each location. If DBIDS, RapidGate or other security enrollment is required, the Contractor must take all necessary steps to obtain this in time for the start of performance under this contract. Failure to have clearance may result in a vendor being turned away from the base and being unable to complete delivery. The Contractor is responsible for any costs associated with DBIDS or RapidGate enrollment and must ensure that a DBIDS or RapidGate enrolled driver is available for all deliveries. We currently estimate that RapidGate enrollment will cost about \$250 per company and \$200 per enrolled employee for 1 year of access to multiple locations, but the cost of RapidGate or other security enrollment may vary, so the Contractor should contact RapidGate to determine its own costs. If more than one driver is required, DBIDS or RapidGate enrollment must be obtained for each driver. Note that enrollment can take several weeks, so an awardee that is not already enrolled must begin enrollment at the time of award notification at the latest. If difficulty or delay in enrollment in DBIDS or RapidGate is encountered during the start- up/implementation period, the Contractor MUST contact DBID, RapidGate, and/or the Security Officer at the applicable customer locations to resolve any issues with processing DBIDS or RapidGate enrollment so that the Contractor will be able to deliver as required. For additional information regarding DBIDS and RapidGate, including enrollment instructions, please visit their websites at www.dbids.dmdc.mil/DBIDS and www.rapidgate.com.

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

- C. Force Protection Conditions (FPCON)
The Contractor must be aware of the Department of Defense System and cooperate with all security measures that could be enacted by a specific installation. The Contractor must plan accordingly to ensure all deliveries are made with little or no interruption, assuming the base is accepting deliveries, when higher FPCON levels are enacted. (See Attachment 3 – FPCON for more details.)
- D. Information Protection
The Contractor shall maintain, transmit, retain in strictest confidence, and prevent the unauthorized duplication, use and disclosure of information. The Contractor shall prevent unauthorized release of sensitive information, including, but not limited to, receipt, accountability, safeguard, destruction, and investigation of any computer security, internet security, network security, information security, security, computer, network, information, hacking, hacker, exploits, and vulnerabilities.
The Contractor shall provide information only to those employees of the Contractor and its subcontractors who have a need to know such information in the performance of their duties under this contract. Information made available to the Contractor by the Government for the performance and administration of this effort shall be used only for those purposes and shall not be used in another way without the written agreement of the Contracting Officer.

4. SURGE AND SUSTAINMENT (S&S)/CONTINGENCY PLAN REQUIREMENTS

This solicitation includes items that are critical to support the Department of Defense's ability to conduct contingency operations. These items are designated as the S&S requirements, including the Services' go-to-war requirements. S&S requirements are reflected in the contract maximum in this solicitation, and encompass any possible addition to peacetime quantities. The objective of this requirement is to obtain contractual coverage to meet the S&S quantities and sustainable accelerated delivery specified in this solicitation. S&S coverage includes access to production capability as well as vendor owned or managed inventory/safety stocks. Offerors will be evaluated on their ability to meet the terms and conditions of the S&S requirements. S&S/Contingency requirements are defined as follows:

(A) Surge capability means the ability of the supplier to meet the increased quantity and/or accelerated delivery requirements within the first 30 days of a contingency, using production and/or supplier base capabilities, in support of Department of Defense (DOD) contingencies and/or emergency peacetime requirements. This capability includes the ability to ramp-up to meet early delivery or increased requirements (i.e., Surge). Sustainment is defined as the ability to sustain an increased production and delivery pace throughout the contingency for six (6) months or longer. The spectrum of possible contingencies ranges from major theater wars to smaller-scale military operations (i.e., Contingency). This capability also includes the estimated time needed to recover facility(ies) if damaged or otherwise not able to conduct normal operations. A non-exhaustive list of examples of various contingencies is as follows:

Joint Chiefs of Staff (JCS) Logistics Exercises – The Prime Vendor must have the ability to support short term surges in demand, which may increase 150% above the pre-surge average weekly demand (based on an average of the most recent 52 week period). There may be occasions where large increases in quantity will be necessary for short periods of time and on short notice. A surge situation is defined as an increase in military feeding of 150% of peacetime demand for a period of up to 30 days. Rarely, there is sufficient advance notice as to when exercise surges will occur. The Prime Vendor will be required to meet the surge demand in the normal contractual lead times. For the contract resulting from this solicitation, the Prime Vendor will be required to have

the ability to sustain surges of 150% of pre-surge demand levels for 30 days without advance notice. If, for example, an item has a pre-surge demand of 100 cases per week, the Prime Vendor is expected to be able to support 150 cases per week for 30 days during the surge period.

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

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

NOTE: The S&S Capability Assessment Plan (CAP) and the Contingency Plan must be submitted to the Contracting Officer as a separate document with the initial proposal submission and will be invoked, as necessary.

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

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

- (1) The S&S quantity and delivery requirements can be fully covered within the supplier's resources.
- (2) The S&S delivery schedule can be fully covered with early deliveries due to unit pack shipping.
- (3) The total S&S quantity and delivery requirements can be met but at a different delivery rate, and the supplier has no cost-effective investment strategy that would improve the capability to deliver according to the quantity and delivery requirements.
- (4) The total S&S quantity and delivery requirements can be met but at a different delivery rate, and includes an investment strategy that would improve the supplier's capability to deliver up to the maximum percentage stated in this contract.
- (5) The S&S quantity and delivery requirements can be partially covered (the supplier can only provide a fraction of the total quantities specified); however, the supplier has no cost effective investment strategy that would improve the capability to deliver up to the maximum percentage stated in this contract.

(6) The S&S quantity and delivery requirements can be partially covered (the supplier can only provide a portion of the maximum percentage stated in this contract), and includes an investment strategy that would improve the supplier's capability to deliver up to the maximum percentage stated in this contract.

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

(E) Supplier notification of S&S capability changes. The supplier agrees to maintain S&S capability to produce and/or deliver the S&S quantity identified in the Schedule of supplies in accordance with the approved CAP and S&S terms and conditions throughout the life of the contract. Changes that negatively impact S&S capability must be reported in writing to the Contracting Officer within ten (10) working days after the supplier becomes aware of such an impact. Such notification must include a revised S&S CAP with the supplier's proposed corrective action(s) and date when the supplier can attain the required S&S capability.

(F) Government changes, additions and deletions to S&S requirements. The identification of new S&S items in the peacetime schedule or increases in quantities of items already in the S&S schedule will be done through bilateral contract modifications. Deletion of S&S requirements or decreases in quantities will be made by the Government through unilateral contract modifications. The Government reserves the right to obtain S&S requirements from other sources without liability to the supplier. This language does not relieve the supplier of the responsibility to provide, in accordance with the applicable delivery schedule, non-S&S and S&S quantities agreed to in the Schedule and CAP during the contingency.

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

**** THIS LANGUAGE APPLIES TO NAVY SHIPS CUSTOMERS ONLY****

****APPLICABLE IF DELIVERY WILL BE TO A NAVY SHIPS CUSTOMER****

The Navy deploys Carrier or Expeditionary Strike Groups. A Carrier Strike Group will consist of one aircraft carrier, one fast combat support ship (AOE), and three surface combatants, plus one submarine. Expeditionary Strike Groups will consist of one amphibious assault ship (LHA/LHD), two smaller 'L' class amphibious ships, and three

Surface Combatants, plus one submarine.

The following definitions apply:

Surge: The capability to deliver a large increase in order size for multiple units within 96 hours of order receipt and achieve a 98% order fill rate.

Mobilization: During a national emergency/full-scale mobilization, deliver up to 45 days of provisions endurance to all ships in the vendor's region within 30 days of order receipt and achieve a 98% order fill rate.

A surge condition could evolve into full scale mobilization or national emergency where-in consumption could easily increase at any site for a protracted period of time.”

This solicitation includes items that are critical to support the Department of Defense’s ability to conduct contingency operations. These items are designated as the S&S requirements, including the Services’ go-to-war requirements. S&S requirements are identified as “Surge Quantity Option” expressed in a percent or exact quantity in this solicitation, and are in addition to peacetime quantities. The objective of this requirement is to obtain contractual coverage to meet the S&S quantities and sustainable accelerated delivery specified in this solicitation. S&S coverage includes access to production capability as well as vendor owned or managed inventory/safety stocks.

Offerors will be evaluated on their ability to meet the terms and conditions of the S&S requirements. S&S requirements are defined as follows:

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

(b) S&S quantity and accelerated delivery schedule are identified on an individual item basis, based on the Services wartime planning requirements. The surge quantity option is expressed as a percent or an exact number with a sustainable accelerated delivery. The S&S quantity and delivery requirements are above and beyond the peacetime requirements in the schedule of supplies.

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

- (1) The S&S quantity and delivery requirements can be fully covered within the supplier’s resources.
- (2) The S&S delivery schedule can be fully covered with early deliveries due to unit pack shipping.
- (3) The total S&S quantity and delivery requirements can be met but at a different delivery rate, and the supplier has no cost-effective investment strategy that would improve the capability to deliver according to the quantity and delivery requirements.
- (4) The total S&S quantity and delivery requirements can be met but at a different delivery rate, and includes an investment strategy that would improve the supplier’s capability to deliver according to the surge quantity option (e.g., the surge quantity option calls for 50% of estimated annual demand quantity or an exact quantity of 20 boxes) every

10 days, and the vendor can meet the schedule starting in the third ordering period but needs Government investment to become capable of meeting deliveries in the first two months).

(5) The S&S quantity and delivery requirements can be partially covered (the supplier can only provide a fraction of the total quantities specified); however, the supplier has no cost-effective investment strategy that would improve the capability to deliver at the surge quantity option.

(6) The S&S quantity and delivery requirements can be partially covered (the supplier can only provide a portion of the surge quantity option specified), and includes an investment strategy that would improve the supplier's capability to deliver at the surge quantity option.

(d) Government Investments - Use of Government investment may be considered to address S&S coverage shortfalls as specified under (c)(3) to (6) above only when it is in the Government's best interest. Contracting Officer(CO) approval is required for any Government investment requests and any investment costs incurred by the supplier without the explicit written approval of the Contracting Officer are the sole responsibility of the supplier.

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

(f) Supplier notification of S&S capability changes - The supplier agrees to maintain S&S capability to produce and/or deliver the S&S quantity identified in the Schedule of supplies in accordance with the approved CAP and S&S terms and conditions throughout the life of the contract. Changes that negatively impact S&S capability must be reported in writing to the Contracting Officer within ten (10) working days after the supplier becomes aware of such an impact. Such notification must include a revised S&S CAP with the supplier's proposed corrective action(s) and date when the supplier can attain the required S&S capability. Refer to 52.217-9007(a) for instructions on submitting changes to the CAP.

(g) Government changes, additions and deletions to S&S requirements - The identification of new S&S items in the peacetime schedule or increases in quantities of items already in the S&S schedule will be done through bilateral contract modifications. Deletion of S&S requirements or decreases in quantities will be made by the Government through unilateral contract modifications. The Government reserves the right to obtain S&S requirements from other sources without liability to the supplier. This language does not relieve the supplier of the responsibility to provide, in accordance with the applicable delivery schedule, non-S&S and S&S quantities agreed to in the Schedule and CAP during the contingency.

(h) Early or unexpected S&S requirements - The supplier shall support S&S requirements

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

****END NAVY SHIPS LANGUAGE****

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

(1) Definitions.

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

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

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

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

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

5. SMALL BUSINESS EFFORT

- A. During the performance of this contract, the Contractor must achieve Small Business goals identified in its proposal and accepted by the Government.

At a minimum, the Prime Vendor will obtain at least 23% of the supplies for proposed contract from all SB firms (vs. LB firms). Within the subcategories, the Prime Vendor

will obtain the minimum percentage for the following goals: 5% from SDB; 5% from WOSB; 3% from SDVOSB firms, and 3% from HZSB firms. Per the DoD Office of Small Business Programs Goals for FY19, refer to:

https://www.sba.gov/sites/default/files/resources_articles/FY19_Small_Business_Goaling_Guidelines_Draft_2018-08_Final.pdf

- B. The Contractor shall ensure that SB, SDB, WOSB, SDVOSB, and HZSB concerns will have an equitable opportunity to compete for subcontracts or as product suppliers on this acquisition as identified in its proposal and accepted by the Government during the performance of this contract.

This Plan must be submitted to the Contracting Officer with initial proposal to be reviewed for acceptability. (See Other Submission Requirements.)

VII. CONTRACT ADMINISTRATION DATA

1. ADMINISTRATION AUTHORITY

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

- A. 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 fourteen days 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.

B. Customer Notification of Catalog Changes

1. The Contractor shall provide email notification to the DLA TROOP SUPPORT Contracting Officer, and all customers of **any/all** catalog item LSN **additions, deletions, and/or product brand/labels** no later than the day and time of submission of 832 catalog transactions to DLA TROOP SUPPORT (i.e. Wednesday 1:30pm local Philadelphia time).
2. Such notification should provide the LSN, item description, and brand/label.
3. When an item is deleted, the notification should include 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), etc.

If a product is no longer required or replaced by a new item due to customer preference, the customers must **draw down** the existing inventory before ordering the new replacement item.

If a product is discontinued by the manufacturer, i.e., such as a pack size, and the pack size change is not acceptable to the customer, the Contractor may be required to source another manufacturer's product.

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

C. 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 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.

D. Catalog Changes

Submission of 832 catalog transactions for all changes, additions, and/or deletions is required to be submitted by Wednesday 1:30 pm local Philadelphia time.

3. ADDITION OF NEW ITEMS TO THE CATALOG

- A.** When the Government customer requests a new item(s) not inventoried by the

Contractor be added to the contract catalog, the customer shall initiate and provide sufficient information to the Contractor, via the STORES New Item Request Process, to enable the contractor to promptly source the required item. **NOTE: Prior to all requests, the customer must obtain approval from their Service HQ (AF and Navy) and Food Program Manager (Army and Marines) for all catalog item additions.**

- B. The Contractor shall source the item and submit their portion of the New Item Request Process in STORES, the fully completed LSN Request Form, and required documentation to add such item(s). The Local Stock Number (LSN) Request form is available at:

www.dla.mil/TroopSupport/Subsistence/FoodServices/mpanapa/mpa.aspx

- C. Each Contractor request to the Contracting Officer to add new item(s) must include the following documentation: the requesting customer's service approval, 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 written copy of the **manufacturer's** technical specification from the **manufacturer, grower, private label holder, or redistributors**, and clear, legible images of the Principle Display Panel (PDP) and Information Panel from the manufacturer, grower, private label holder, or redistributor. Contractors must ensure that the PDP and Information Panel contain the USDA FSIS mandatory elements:

- i. The Principal Display Panel (PDP) showing:

- Product Name
- Handling Statement
- Legend/Establishment Number
- Net Weight Statement

- ii. The Information Panel showing:

- Ingredients Statement
- Signature Line
- Nutrition Facts*

- iii. Mandatory Safe Handling Instructions Displayed Anywhere on Labeling

* Although the nutritional statement is not mandatory on some items, if nutritional facts are not included on the Information Panel, offeror must provide the nutritional facts on the manufacturer's technical specification.

Contractors must ensure that the **manufacturer's** technical specification contains the following information, where applicable: product name/standard of identity (to include the addition of solution or marinade), brand name, GTIN number, Manufacturer SKU number, Country of Origin, name and address of original manufacturing facility, grade of product, NAMP/IMPS number, state/method of refrigeration (IQF, frozen, etc.), weight, package sizes, tare weight, and manufacturer's stated product shelf life.

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.

- D. Once an item has been authorized and approved by the Contracting Officer, written notification will represent the Contracting Officer's determination of price reasonableness.
- E. 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.
- F. The approved price for any/all items as submitted on the LSN Request Form SHALL be the price submitted in the subsequent 832 transmission. Incoming 832 transmissions will be verified for compliance. If circumstances warrant a price change prior to initial 832 submission, the Contractor must resubmit the new price supported with invoice for approval. Without Contracting Officer approval, prices submitted other than those originally approved will be rejected.
- G. 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.

4. FILL RATES

Order fill rates shall be calculated by the Contractor on an on-time, per order basis and tracked for monthly submission to the Contracting Officer/Account Manager. To ensure accuracy in the Contractor's reported fill rates, the Government will utilize its own internal data for comparison purposes. The fill rate will be measured in two categories: non catch-weight items and catch-weight items. The required contract purchase order fill rate is 98.5% for non-catch-weight and catch-weight items.

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.

- A. 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 fill rate reports will be based on the same formula, and shall not include substitutions, miss-picks, damaged cases, rejected items, etc.

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

- B. The fill rate for catch-weight items shall be calculated as follows and shall not include

substitutions, mis-picks, damaged cases, etc.:

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

C. Definitions:

- (1) 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.
- (2) 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.
- (3) Cases accepted: For non-catch-weight items, the product quantity that the customer has received and receipted, not including damaged cases, and miss-picks.
- (4) Cases ordered: For non-catch-weight items, the product quantity requested by a customer.
- (5) Pounds accepted: For catch-weight items, the product quantity that the customer has received and receipted, not including damaged cases, and miss-picks.
- (6) 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%.

D. 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.

E. 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.

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

G. 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.

H. 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.

- I. 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.

Fill Rate Exception Codes (All Customers Including Navy Land Based)

Code	Reason
C02	Customer Decreased Quantity Or Cancelled (Including Pre-Delivery)
C03	Cancelled Due To Operational Schedule Change
C04	Insufficient Lead Time
C05	Rejected Due To Quality Issues
C07	Other, Caused By Vendor
C08	Other, Customer Issue
C09	Late/Non-Delivery of C02 Canisters (Where applicable)
C10	Vendor Not In Stock Or Short Shipped (No Replacement Ordered)
C11	Vendor Not In Stock Or Short Shipped (Replacement Ordered)
D01	Valid STORES System Issues (Receipt, Catalog, PRF, etc....)
D04	CONUS/OCONUS NIS Approved By The Contracting Officer/COR
V01	Monthly Item Demand Exceeds Average Demand By >300% (OCONUS Only)
V02	Newly Cataloged Item (Insufficient Time For Vendor To Capture Demand History)
V03	Low Shelf Life Item - Frequency Restocking Required
V04	Customer Decreased Quantity Or Cancelled (Including Pre-Delivery)
V05	Customer Based Order Quantity On The Incorrect Unit Of Issue
V06	Customer Did Not Provide Sufficient Ordering Lead Time
V07	Item Being Phased Out (Catalog Timing Issue - Does Not Include Vendor Voluntary Brand Changes)
V08	Catch Weight Adjustment (Customer Orders 100 Lbs Actual Weight Of Product Is 98 Lbs)
V09	Product Recalled
V10	Other (Vendor To Provide Specific Explanation/Backup Documentation For "Other" Exception)
V11	Vendor Not In Stock Or Short Shipped
V12	CONUS/OCONUS NIS Caused by DTS Delay - Approved By The Contracting Officer/COR

Fill Rate Exception Codes (Navy Afloat (Ships) Only)

Code	Reason
C02	Customer Decreased Quantity Or Cancelled (Including Pre-Delivery)
C09	Late/Non-Delivery of C02 Canisters (Where applicable)

order and receipt quantities being included in the calculation. These excusable instances represent Fill-Rate Exceptions, and are shown above.

Non-conforming cases, e.g. incorrect items (mis-picks) and damaged cases will not be accepted and receipted. The Contractor shall submit its fill-rate report (to include a line by line fill rate) to the DLA Troop Support Contracting Officer. The reports shall be based on order required delivery dates (RDD), not order placement dates. The Government will compare and attempt to reconcile the Government and Contractor's report. The Government's fill-rate report will be the official Government record for contract performance evaluation. The Contractor shall submit its hard-copy fill-rate report grouped and sorted by customer DODAAC (first 6 positions of the PO), and then sorted by PO within each DODAAC grouping. Only POs whose Required Delivery Date (RDD) falls within the report period, should be included on the report. In addition to the hard-copy fill rate report, and the aforementioned Vendor Fill Rate Exception Spreadsheet, the Contractor is required to submit an additional spreadsheet which is an electronic version of their hard-copy fill rate data. The Contractor shall use the provided, pre-formatted DLA Troop Support Vendor Fill Rate Line by Line Spreadsheet. Contractors are not permitted to reformat the spreadsheet. Column totals are not desired on this spreadsheet. The Government fill rate will be the official fill rate.

****END NAVY SHIPS LANGUAGE****

6. FOOD SHOWS

- A. The Contractor is required to advise the Contracting Officer and the Acquisition Specialist of all Food Shows that are conducted throughout the course of the contract. The Contractor is not required to conduct a Food Show specifically for its DLA contract customers; however, the Contracting Officer reserves the right to participate in any Food Show that the Contractor conducts for its general business. Participation may or may not involve customers or DLA personnel attending the Food Show.
- B. Should the Contracting Officer choose to participate,
- 1) Approximately one (1) month prior to the Food Show, the Contractor shall furnish the Contracting Officer and/or Acquisition Specialist the following information:
 - (a) List of manufacturers/brokers attending the Food Show;
 - (b) Map showing the locations of booths;
 - (c) Effective period of any offered allowances, i.e. off-invoice discounts;
 - (d) Statement as to whether the allowances are applicable to all orders placed within the effective period, and
 - (e) 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:
 - (i) Vendor Part Number;
 - (ii) Description of item;
 - (iii) Usage quantity;
 - (iv) Manufacturer/Brand; and

(v) Booth Number of the exhibitor and the products they represent

- 2) 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.
- 3) Food Show allowances must be passed on to the customers directly as a discounted price. Accordingly, when the applicable items are ordered, the price must reflect the discount if ordered during the specified time frame. The discounted price is the price that is to be submitted via the 832 catalog transmission. All decreases in price must be submitted via the 832 transmission the week prior to the beginning of the allowance period.

7. CUSTOMER SERVICE AND SUPPORT

- A. 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.
- B. 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. If the Customer Service Representative is out of the office, there shall be a backup Customer Service Representative that can maintain continuous contact with all the ordering activities.
- C. The customers in this area have periodic food menu board meetings and the Contractor may be invited to attend these meetings. At these meetings, the customers not only review their internal business practices, but the Contractor can utilize this forum to show new products, demonstrate product preparation, provide nutritional information and address any other concerns the customer may have. Contractors shall participate in these meetings as requested.
- D. The Contractor shall hold meaningful interactions with all customers serviced under the resultant contract at a minimum of once per month via customer visits, telephonically, or electronically, in order to maintain open communication and address any issues that may arise. The method of Contractor interaction with the customer may vary according to the needs of the customers, and more than one meaningful contact may be required per month. The Contractor must document their customer contact/visits and provide a copy to the Contracting Officer upon request.

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

E. NON-ACCEPTABILITY OF GOVERNMENT

SURPLUS MATERIAL

(a) Definition.

“Surplus material,” as used in this clause, means new, unused material that was purchased and accepted by the U.S. Government and subsequently sold by the DLA Disposition Services, by Contractors authorized by DLA Disposition Services, or through another Federal Government surplus program. The terms “surplus” and “Government surplus” are used interchangeably in this clause.

(b) The Government has determined that offers of surplus material will not be considered for this acquisition.

VIII. SPECIAL CONTRACT REQUIREMENTS**1. NON-COMPETE PROVISION**

The offeror warrants that, upon receiving a contract award, it will not actively promote, encourage, engage, or market any of the customers on this acquisition away from the resultant DLA TROOP SUPPORT contract and onto a full-line food and beverage contract or account of any other Government agency or commercial entity. This prohibition is in effect during the life of the resulting contract, and restricts competition in the specific geographic distribution region that is the subject of this acquisition. A violation of this term may result in the Contracting Officer terminating the contract, documenting this action as part of the awardee’s past performance data, and taking other appropriate recourse as permitted by contract or applicable regulations and law.

2. MANAGEMENT REPORTS

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	Weekly & Monthly
(ii) Fill-Rate, Catch-Weight Items	Weekly & Monthly
(iii) AbilityOne Subcontracting	Monthly
(iv) Vendor Catalog	Weekly
(v) Small Business	Monthly
(vi) Descending Case	Monthly
(vii) Descending Dollar	Monthly
(viii) NAPA Report	Monthly
(ix) Customer Visits	Monthly
(x) Not-in-Stock (NIS)	Monthly
(xi) Government Rebates (General)	Monthly
(xii) Government Rebates (Food Show)	As Required

(xiii) Earned Income Categories	(Update as applicable)
(xiv) Private Label Savings	Quarterly

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

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

(2) Fill Rate:

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, e.g. the report for November 2019 shall include all orders placed for deliveries covering the period from October 1st through October 31st. This would normally include orders placed the last day(s) of October 2019. In addition to monthly fill rate reports, more frequent reports may be required on an as needed basis. The Government will compare and attempt to reconcile the Government and Contractor's reports. The Government's fill rate report will be the official Government record for contract performance evaluation. The fill rate is calculated by dividing the number of cases accepted by the customer by the number of cases ordered. Miss-picks and damaged cases should not be included in this calculation. The report shall specify fill rates per customer and an overall average fill rate for all customers under the contract for the period being reported. The monthly fill rate reports should specify fill rates grouped by contract number/DODAAC (first six positions of the purchase order)/purchase order number. The date range of the report shall be based on the customer's required delivery date (RDD). Overall discrepancy report shall only include purchase orders that contain less than 100% fill rate and reason code for discrepancy. The Contractor shall submit a separate discrepancy spreadsheet containing a list of Government authorized and verifiable fill rate exceptions using acceptable codes as outlined in the solicitation. Please note that the fill rate could take up to three months to calculate due to system reconciliation. However, the Government's finding will serve as the final rate.

(3) Ability One Subcontracting:

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

(4) Small Business:

This report shall list all products manufactured and/or supplied by small business, small disadvantaged business, minority owned small business, women-owned small business, women owned small disadvantaged business, HUBZone small business, veteran owned small business, service disabled veteran owned small business, and 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. It provides visibility of regularly purchased line items, in terms of quantity, from most to least.

(6) Descending Dollar:

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

(7) NAPA Report:

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

The Contractor is responsible for addressing each discrepancy shown on this report within one week of receiving the report from One2One. If the

Contractor has not passed along all savings due to the customer, and does not successfully show a reason why these savings were not given (such as an error in Government data), the Government is entitled to receive the total dollar amount shown on the discrepancy report. The Government reserves the right to make final determinations on all discrepancies.

(8) Customer Contact/Visits

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

(9) Not In Stock:

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

(10) Government Rebates and Discounts:

a. General: The Contractor shall provide a monthly report identifying any and all Government Rebates and Discounts received by the Contractor, and the amount passed on to the Government. The Contractor must indicate the type of Government Rebates and Discounts received by the Contractor, whether they are being passed on to the Government customers consistent with its Business/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 Business/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

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.

4. LIST OF ATTACHMENTS:

- ATTACHMENT 1 – MARKET BASKET - PRICE PROPOSAL FOR SPE300-20-R-X011
- ATTACHMENT 2 – CATALOG OF ITEMS FOR SPE300-20-R-X011
- ATTACHMENT 3 - FPCON
- ATTACHMENT 4 – JOINT SUBSISTENCE POLICY BOARD (JSPB) DOD MENU STANDARDS
- ATTACHMENT 5 – EDI IMPLEMENTATION GUIDELINES FOR SUBSISTENCE PRIME VENDOR (STORES)
- ATTACHMENT 6 – STORES-AMPS CUSTOMER_VENDOR_REQUEST
- ATTACHMENT 7 – FEMA NOTIFICATION SPREADSHEET
- ATTACHMENT 8 – LIST OF CUSTOMERS

SOLICITATION PROVISIONS

52.212-1 -- Instructions to Offerors -- Commercial Items. (DEVIATION 2018-O0018)**Instructions to Offerors -- Commercial Items (Oct 2018)**

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

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

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

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

(d) *Product samples.* When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall

be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

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

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

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

(2)

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

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

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

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

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

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

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

day on which normal Government processes resume.

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

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

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

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

(1)

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

GSA Federal Supply Service Specifications Section

Suite 8100
470 L'Enfant Plaza, SW
Washington, DC 20407
Telephone (202) 619-8925)

Facsimile (202 619-8978).

(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, 0733 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.

Class Deviation 2018-O0018—Micro-Purchase Threshold, Simplified Acquisition Threshold, and Special Emergency Procurement Authority. Effective August 31, 2018. This deviation remains in effect until it is incorporated into the FAR or DFARS, or otherwise rescinded

*(j) Unique entity identifier. (Applies to all offers exceeding the micro-purchase threshold and offers at any dollar value if the solicitation requires the Contractor to be registered in the System for Award Management (SAM) database.) * * **

(k) Reserved.

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

- (1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
- (2) The overall evaluated cost or price and technical rating of the successful and debriefed offeror and past performance information on the debriefed offeror.
- (3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
- (4) A summary of rationale for award;
- (5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
- (6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable

authorities were followed by the agency.

(End of Provision)

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:

Additionally, offers shall be prepared in accordance with, and include the information detailed at, Instructions for Proposals, below. Email or faxed offers are authorized for the initial closing in 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 60 days.

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

Alternate commercial items may not be considered for award on this acquisition. Offerors may take exception to the solicitation's requirements and present alternative terms and conditions.

However, if such exception(s) or alternative terms and conditions are deemed unacceptable, the offeror's proposal may be eliminated from further consideration for award.

4. Paragraph (f), *Late Submissions, Modifications, Revisions and Withdrawals of Offers* is revised to add the following:

(2)

(D) It was sent by U.S. Postal Service Express Mail Next Day Service-Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals.

5. INSTRUCTIONS FOR PROPOSALS

I. GENERAL INFORMATION

- A. 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 based on technical factors, past performance, and price in accordance with the evaluation criteria outlined in the "Evaluation Factors for Award" section of this solicitation. Accordingly, a written Non-Price Proposal and a written Business/Price Proposal shall be submitted as

detailed below.

- B. Your Non-Price Proposal and Business/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 Business/Price Proposal. Proposals will be evaluated in accordance with the factors listed in the solicitation. The rating methodology for the Non-Price Proposal will be Acceptable and Unacceptable for Section A., Technical Factors. For Section B., Past Performance will be evaluated to establish recency, relevancy, and quality of past performance and will be assessed as Recent and Not Recent; Relevant, or Not Relevant; and Acceptable and Unacceptable, respectively. Past Performance will then be assigned an overall rating of Acceptable or Unacceptable.

WRITTEN VOLUME/ TITLE/ NO. OF COPIES

I. Non-Price Proposal (1 printed copy and 1 CD that contains both a locked PDF file and an editable Microsoft Word file)

II. Business/Price Proposal (1 printed copy and 1 CD that contains both a locked PDF file and an editable Microsoft Excel file. For the printed copy, each tab of the spreadsheet should be printed separately.)

Evaluations for each volume of the proposal will be performed exclusive of one another. Therefore, the Non-Price Proposal shall contain no reference to business/pricing data. However, if your proposal offers benefits that have a quantitative and measureable dollar value to the Government, you may describe and detail such value. Conversely, the Business/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, Business/Price Proposal. Each volume shall be bound separately and labeled accordingly.

Proposals will be evaluated based on technical factors, past performance, and price in accordance with the evaluation criteria outlined in the “Evaluation Factors for Award” section of this solicitation. The offeror must clearly demonstrate its capability to support the customers’ requirements in the most efficient, cost-effective manner. Proposals will be evaluated in accordance with the factors listed in the solicitation.

- C. In order to receive full consideration, firms are encouraged to ensure that the information provided in the Non-Price Proposal is factual and complete. To ensure that a complete and accurate evaluation of this proposal is made, **please address the factors in the same order and format as presented in the solicitation sections entitled Submission Requirements and Non-Price Proposal Evaluation Criteria.** Failure to do so may result in the Evaluation Panel overlooking important information. Continuation sheets shall clearly identify the solicitation number and the offeror’s name on each page.
- D. Offerors may provide additional technical information that will enhance the proposal; however, overly elaborate proposals that contain information not pertinent to this acquisition are not desired. The Non-Price Proposal must provide, at a minimum, the information requested in the section entitled Submission Requirements. The Non-Price Proposal must demonstrate the offeror’s ability to meet the Government’s requirements as set forth in the solicitation. Failure to provide information as requested in any of the

non-price factors identified in the solicitation section entitled Submission Requirements may be considered a “no response” and may result in a deficiency finding and warrant an “Unacceptable” rating for the applicable factor. Failure to provide the information requested may cause an offeror’s proposal to be determined unacceptable and eliminated from further consideration for award.

- E. **The Government reserves the right to verify any information presented in the Non-Price and Business/Price Proposals.** Site visits to assess the accuracy of the information provided in an offeror’s proposal may be conducted by the Defense Contract Management Agency or other personnel during the evaluation process.

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

WARNING: If an offeror takes exception to any of the solicitation’s requirements, the offeror’s proposal may be eliminated from further consideration for award.

6. SUBMISSION REQUIREMENTS NON-PRICE PROPOSAL – VOLUME I

Electronic copies of Non-Price Proposals shall be submitted in Microsoft Word and Adobe PDF format. Proposals must be submitted using Times New Roman font, size 12, on pages not exceeding 8.5 by 11 inches in size and with at least one inch margins along all four sides of the pages. Proposal responses for each of the following factors, Factor I, Factor II, and the Past Performance Factor, may not exceed 25 single-sided pages for each individual factor. Proposal responses to the Surge and Sustainment/Contingency Plan and Small Business Effort requirements must also not exceed 25 single-sided pages for each plan. There is no page limitation for proposal responses to the Food Defense Plan requirement. Any information submitted in excess of the 25 page limitation for any factor or submission requirement will not be reviewed. Nonconformance with the instructions provided in this section, or any attempt to circumvent the format requirements or page limitations in this section, may result in rejection of the proposal.

NOTE: The page limitations discussed in this section apply to the submission of initial proposals. In the event discussions are conducted, these page limitations and format requirements may be adjusted or relaxed in order to ensure, among other things, meaningful discussions are conducted.

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

Non-Price Proposal – Volume I**SECTION A – TECHNICAL FACTORS****FACTOR I – RESOURCE AVAILABILITY (Cash Flow, Warehouse Capacity, Equipment, and Personnel)****Submission Requirement**

1. The offeror must describe its financial capability to perform during contract implementation period and throughout the life of a resultant contract (i.e., bank commitment letter, financial strength of your firm, etc.). If additional finances will be required, discuss the intended method and the lead time required to obtain.
2. The offeror will discuss how it intends to meet the quantity demand requirements of this solicitation in terms of the size of your facilities. State your current warehouse capacity for frozen, chilled, and dry storage that will be available for use to fulfill the requirements of this solicitation. Please state the current capacity and how much additional capacity will be available to fulfill the requirements of this solicitation. Provide clearly marked photographs of each warehouse and a diagram of the layout.
3. The offeror will discuss in detail any proposed upgrades which will be necessary in support of their warehouse facilities. The offeror will provide detailed information and specific timelines regarding its need to upgrade their proposed warehouse facilities to meet solicitation requirements; i.e., food storage (racking/material handling equipment/etc.), food defense (fencing/lighting/security cameras/etc.), quality control, etc.
4. The offeror must identify the quantity, type and location of the distribution equipment resources (i.e., trucks, material handling equipment, etc.) that it will utilize to meet the requirements of this solicitation. For each item, identify if it is leased or owned. For leased equipment, provide a copy of the lease agreement or memorandum of understanding. If additional equipment/resources will be required to handle the proposed contract, discuss the intended method and the lead-time required to obtain. Identify your plan for maintaining and servicing the vehicles and equipment.
5. The offeror will identify all key point of contact personnel, including their foodservice experience and roles and responsibilities that will be used during the implementation period and performance of the contract to ensure the requirements of the Statement of Work are fully executed. The offeror will identify if new personnel will have to be hired as a result of receiving the contract and the timeframe required to hire each new employee and fully train him or her. Backup personnel should be identified for each role.

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

FACTOR II – QUALITY CONTROL, ASSURANCE AND WAREHOUSE

MANAGEMENT SYSTEM (WMS) PROCEDURES

Submission Requirement

1. Identify and discuss the automated Warehouse Management System (WMS) that will be used in the performance of the proposed contract. Describe how the warehouse management system(s) is used to assure that the correct items, in the correct quantities, with adequate shelf-life remaining, are picked and shipped for delivery. Include a thorough discussion of the inventory control system to include how it relates to receipts, storage and outbound movement/delivery of products. Include in the discussion how the system operates to identify low and depleted items that will ensure the reordering of items will be restocked in a timely manner.
2. Discuss the quality control procedures to be used under proposed contract. Describe how the quality control/assurance procedures are used to assure that the correct items, in the correct quantities, with adequate shelf-life remaining, are picked and shipped for delivery. Include in your discussion the procedures used during purchase, receipt, storage and outbound movement/delivery of product as well as proper temperature control. Include in the discussion the procedures used to control shelf life and proper shelf life dating for normally inventoried items. Discuss the procedures and methods used to ensure the correct open "Date of Pack" designation is used on case labels. Discuss what procedures will be used to ensure that shipped product(s) meet the "minimum shelf- life remaining" requirements of the Statement of Work. Include the criteria for acceptance or rejection, and removal of product from inventory; how inspections and results are documented; and the method for identifying the inspection status of approved and rejected product.
3. Discuss your firm's inventory rotation methods, monitoring procedures, methodology of identifying and correcting discrepancies in inventory management and order preparation.
4. Identify the position of the person that will be assigned the responsibility for ensuring quality procedures are monitored and the authority they will have to make decisions.

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

SECTION B – PAST PERFORMANCE

The offeror shall provide the information required below for the minimum of three (3) and the maximum of five (5) contracts or customer accounts performed during the period of 12/17/2016 through the date that offers must be submitted under this solicitation. The offeror will describe its overall extent of experience as a full-line distributor of foods and operating supplies for institutional feeding.

The referenced accounts/contracts should be those that best approximate or exceed the scope of the DLA Troop Support contract being solicited. Offerors who have performed on a DLA Troop Support Subsistence Prime Vendor contract(s) within the time period stated above shall include the DLA Troop Support contract(s) among the referenced contracts/accounts. These DLA contracts shall be included in the three (3) to five (5) contracts requested. Additionally, the offeror shall provide the same information for any other federal government

contract(s) with socioeconomic provisions and that such contracts may be in addition to the three (3) to five (5) contracts as long as it does not exceed three (3) additional contracts.

The following information is required for all of the contracts or customer accounts submitted during the time frame from 12/17/2016 through the date that offers must be submitted under this solicitation.

- a. Contracting Agency / Account Name
- b. Contract Number / Account Identifier
- c. Contracting Officer / point(s) of contact, and phone number(s) and email address(es)
- d. Annual Sales Dollar Amount
- e. Average number of customers currently serviced as a full-line distributor of foods and operating supplies for institutional feeding per week.
- f. Average number of delivery stops (i.e. delivery stops are individual delivery points receiving supplies under delivery orders) made per week
- g. Average number of line items/SKUs on the contract/catalog
- h. Instances of problems and the actions taken to resolve and preclude recurrence
- i. Any instances of exceptional performance exceeding requirements
- j. Annual Fill Rate without substitutions
- k. Annual Socioeconomic performance (goals and actuals)

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

BUSINESS/PRICE PROPOSAL – VOLUME II

I. MARKET BASKET PRICE PROPOSAL

- A. For purposes of submitting a proposal, offeror's pricing shall be as follows:

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

NOTE: DO NOT deduct NAPA, Food Show or any other applicable Rebates / Discounts / Deviations from the delivered price in your Market Basket Price Proposal. However, the actual Contract Unit Prices in the awarded contract shall include and be reduced by all applicable Rebates / Discounts / Deviations.

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.

Offered pricing that is submitted must be within 75 days prior to the closing date of the solicitation.

Offered pricing should reflect the most recent manufacturer/grower/private label holder/redistributor commercial price per unit to the Contractor, inclusive of all standard freight, that is input in the Contractor's purchasing system as the starting basis for its pricing to customers prior to the application of any specific distribution fees, rebates, discounts, limited discounts, or other financial agreements with the Contractor's customers.

- B. The price proposal shall be submitted utilizing the Solicitation Price Proposal Workbook Spreadsheets ("Spreadsheet") prepared for this solicitation, and available on the DIBBS website, www.dibbs.bsm.dla.mil/, named "ATTACHMENT 1 – MARKET BASKET - PRICE PROPOSAL FOR SPE300-20-R-X011.xlsm." **If you have any difficulty in locating or downloading the spreadsheet, or have any questions on completing the spreadsheet, please contact the Contracting Officer immediately.**

Complete the spreadsheet proposal for the items in the Market Basket. The Market Basket is a subset of the entire existing catalog and it includes items from each distribution category and / or items with significant usage. The complete catalog is provided as "ATTACHMENT 2 - CATALOG OF ITEMS FOR SPE300-20-R-X011". The successful awardee must add all items contained in the complete catalog, and in the Market Basket, to the initial contract catalog in accordance with the CATALOG CHANGES section in the Statement of Work.

Complete the spreadsheet proposal for the 88 Market Basket items.

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

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

If the date of the invoice is more than 75 days from the solicitation closing date, an explanation should be provided.

C. The price proposal workbook consists of five tabs: "TOTALS," "ITEM INFORMATION," "DISTRIBUTION," "ALTERNATE," and "ITEM PRICING."

1. The TOTALS tab displays a chart calculating the offeror's Aggregate Total, pulling information from the Item Pricing tab, which includes entered Distribution Prices.

2. The ITEM INFORMATION tab lists each market basket item along with demand data, measured in an applicable Evaluation Unit of Measure ('EVAL UoM').

NOTE: For the purpose of the proposal, the Unit of Measure (UOM) may be defined as the unit of purchase/sale by the manufacturer and prime vendor offeror, and the Unit of Issue (UOI) is the unit of purchase/sale by the Government.

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

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

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

D. The Market Basket Price Proposal spreadsheet shall be filled out as follows:

This sheet includes fields pre-populated by DLA Troop Support; fields to be populated by the offeror and fields that are formulated to calculate values based on each offeror's submission. After the offeror submits the price proposal, DLA Troop Support will verify the offeror-entered information based on the offeror-submitted documentation: manufacturer's specification sheets, and an invoice or quote for each market basket item. (See II. Supporting Product Information below.)

NOTES:

1. The offeror shall not add any columns or rows, or otherwise modify any cell positions in any of the Market Basket Price Proposal spreadsheet.
2. All cells highlighted in "yellow" shall be filled in by the offeror.

TOTALS TAB:

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

a. DLA Troop Support populated fields include:

Unless otherwise identified in paragraph b. or c. below, all fields are pre-populated by DLA Troop Support.

b. The Offeror shall complete the following field:

I7 Offeror Name

c. The following Fields contain the formula that calculates the Aggregate Total:

J14 Offeror's Total Aggregate Price

J15 Offeror's Total Weighted Aggregate Price

ITEM INFORMATION TAB:

This sheet contains the item description for each solicited market basket line item.

All offered items should be an exact match to the solicited requirements. If the item you are offering is not an exact match, the alternate tab should be completed. See paragraph "G" below.

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

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

- B. STOCK/LSN # – (DLA Troop Support fill in) Local Stock Number (LSN) requirement. DLA's stock number which is on the current contract.
- C. ITEM DESCRIPTION – (DLA Troop Support fill in) DLA's item description which is on the current contract.
- D. GRADE/TRAIT – (Offeror fill in) This is additional information to clarify item description.
- E. CURRENT BRAND – (Both DLA Troop Support and Offeror fill in) The brand of the item. If the block is highlighted yellow, the offeror must fill in the brand you are providing. If the block is not highlighted, this indicates that the customer is currently using this brand. If a brand is indicated by DLA, the item is a NAPA product or a Mandatory Procurement List item. Mandatory Procurement List items will be clearly identified in column F. If providing an alternate brand/item, see NOTE below.
- F. MANUFACTURER SKU – (Both DLA Troop Support and Offeror fill in) The Manufacturer Stock Keeping Unit (SKU) for the proposed item. If the block is highlighted yellow, the offeror must fill in the SKU you are providing. If the block is not highlighted, this indicates that the customer is currently using this SKU. If providing an alternate see NOTE below.
- G. ALTERNATE Y OR N? - (Offeror fill in) Indicate if you are offering an alternate item, to include brand, size, pack, etc.
- NOTE:** Alternate brands/items may be offered. If you are offering an alternate brand/item, leave fields E and F blank and enter the information on the “ALTERNATE TAB.”
- H. CURRENT WAREHOUSE ITEM? Y OR N? (Offeror fill in) Indicate whether or not the item is currently in stock.
- I. DISTRIBUTION PRICE CATEGORY NUMBER – (DLA Troop Support fill in) The distribution category to which the market basket item belongs. The government will entertain discussion concerning the assignment of the Distribution Price Category Number; however, the government reserves the right to all final assignments.
- J. DISTRIBUTION CATEGORY UNIT OF MEASURE (UoM) – (DLA Troop Support fill in) The unit of measure of the distribution price; ex. Protein items are priced per pound; spices are priced per case or each; grocery and frozen (most items) are priced per case. See Distribution tab.
- K. UNADJUSTED 200 DAY QTY (BASED ON DIST. CATEGORY UoM) – (DLA Troop Support fill in) Annual demand quantities, based on the Distribution Category UoM, for the market basket items.
- L. 200 DAY QUANTITY - ADJUSTED FOR OFFERED EVALUATION UNIT - (DLA Troop Support fill in) Annual demand quantities, based on the Distribution Category UoM, for the market basket items. This will automatically adjust based on the offer. For a smaller case, this will calculate a proportionally larger number of cases and vice-versa. This will ensure that DLA can accurately compare all offered items. Please note, just because this number can be derived, the Contracting Officer may choose to not accept an alternate item size. In this situation, an offeror will have to obtain an item closer to the market basket requirement.

M. EVALUATION UNIT OF MEASURE (UoM) – (DLA Troop Support fill in) Unit used for evaluation purposes on each line item.

N. HISTORIC EVALUATION UNITS PER CASE – (DLA Troop Support fill in) The number of units contained in the case as currently purchased by DLA Troop Support. For meat items, this will be the number of pounds in a case.

O. OFFERED EVALUATION UNITS PER CASE – (Offeror fill in) The number of units contained in the case as identified by the offeror. This is the number of pounds (LB) per case, each (EA) per case, etc. If offering the actual requirement, this number should match the number in column O. If offering a different unit, column L will be adjusted.

DISTRIBUTION PRICING TAB

The Distribution Category Price is the Distribution Price that is applicable to the same UOM for all items that fall in that product distribution category. The distribution price must be offered as a dollar amount. Distribution prices offered as a percentage of the delivered price are not acceptable.

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

NOTE – If an offeror does not provide Distribution Prices for each Distribution Price Category per the instructions on the Distribution Pricing Tab; the Price Proposal may be considered to be non-responsive, and the offer may not be considered for award.

A. This column is blank.

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

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

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

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

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

G. This column is blank .

H. 200 DAY QUANTITY (ADJUSTED) IN UNIT OF MEASURE – (DLA Troop Support fill in) This is the annual quantity from column M in the "Item Information Tab".

I. AGGREGATE DISTRIBUTION TOTAL- (DLA Troop Support Formula) This is the total distribution amount for each item in the market basket.

ALTERNATE TAB

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

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

ITEM PRICING TAB

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

- A. LINE ITEM – (DLA Troop Support fill in) The line number which will identify each item in the Market Basket.
- B. STOCK/LSN # – (DLA Troop Support formula) Local Stock Number (LSN) requirement. DLA's stock number which is on the current contract. This will be pulled from “Item Information” Tab, Column B.
- C. ITEM DESCRIPTION – (DLA Troop Support formula) DLA's item description which is on the current contract. This description will be pulled from “Item Information” Tab, Column C.
- D. EVALUATION UNIT OF MEASURE (UoM) – (DLA Troop Support formula) Unit used for

evaluation purposes on each line item. This unit will be pulled from “Item Information” Tab, Column N.

E. OFFERED EVALUATION UNITS PER CASE – (DLA Troop Support formula) The number of units contained in the case as identified by the offeror. This number will be pulled from “Item Information” Tab, Column P.

F. This column is blank.

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

H. This column is blank.

NOTE: Delivered Price is I + J.

I. MATERIAL COST - (Offeror fill in) The product price that the offeror is charged by the manufacturer, grower, private label holder, or redistributor (as applicable). For purposes of submitting a proposal, do not deduct NAPA or any applicable rebates. The pricing in this column should match the documentation provided with proposal.

J. STANDARD FREIGHT (IF NOT INCLUDED IN MATERIAL COST) – (Offeror fill in) The cost of transportation from the manufacturer/grower/private label holder or redistributor to offeror’s facility. If the material cost does not include freight from the manufacturer/grower/private label holder or redistributor to the offeror’s facility, the offeror will include their freight charge in this block.

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

K. 200 DAY QUANTITY – ADJUSTED FOR OFFERED EVALUATION UNIT – (DLA Troop Support fill in) Demand quantities, based on the Distribution Category, on an annual basis for the offered item. This will automatically adjust based on the offer. For a smaller case, this will calculate a proportionally larger number of cases and vice-versa. This will ensure that DLA can accurately compare all offered items. This number is pulled from the value calculated on the ITEM INFORMATION Tab (Column M).

L. DISTRIBUTION CATEGORY UNIT OF MEASURE (UoM) – (DLA Troop Support fill in) The unit of measure used for evaluation purposes on each line item. This number is pulled from the ITEM INFORMATION Tab (Column K).

M. This column is blank.

N. DELIVERED PRICE (Based on Distribution Category Unit of Measure) – (DLA Troop Support fill in) This Field calculates the price of the item delivered to the offeror’s facility in terms of the Distribution Category Unit of Measure (COLUMN L). This price includes Material Cost plus any applicable Standard Freight.

O. This column is blank.

P. OFFERED DISTRIBUTION PRICE – (DLA Troop Support formula) This is the Distribution Price applicable to this item. This number is pulled from DISTRIBUTION Tab (Column F).

Q. This column is blank

R. OFFERED UNIT PRICE – (DLA Troop Support Formula) This is the delivered price (column N) plus the distribution price (column P). All fields are based on Distribution Category Unit of Measure..

S. This column is blank

T. AGGREGATE DELIVERED PRICE TOTAL- (DLA Troop Support Formula) This is the total amount for the quantity in column K multiplied by the delivered price for each item in the market basket

U. This column is blank.

V. AGGREGATE DISTRIBUTION PRICE TOTAL – (DLA Troop Support Formula) This is the total amount for the quantity in column K multiplied by the offered distribution price for each item in the market basket.

W. This column is blank

X. AGGREGATE PRICE TOTAL- (DLA Troop Support Formula) This is the total amount for each item in the market basket.

D. OTHER PRICING INFO

1. Estimated quantities for the Market Basket items are for information and evaluation purposes only.
2. Prices must not extend more than two (2) places to the right of the decimal point. Standard rounding methods must be observed. For example, a price of \$2.215 or higher must be rounded up to \$2.22 and a price of \$2.214 or lower must be rounded down to \$2.21. All Government calculated numbers will be so rounded.
3. The items on the spreadsheet represent the market basket and will be the basis of the initial contract vendor catalog. The prices on the initial vendor contract catalog will be the prices proposed and awarded, reduced by the application of all applicable rebates/discounts/deviations, for example, NAPA. This means that the Contract Unit Prices in the initial contract vendor catalog shall be equal to or less than the awarded unit prices and this catalog will initiate the catalog baseline prices.
4. Meat items shall meet all the general and detailed requirements of the Government's item description in accordance with the Institutional Meat Purchasers Specifications (IMPS) or National Association of Meat Purveyors (NAMPS) equivalent. Regarding fat limitations, unless otherwise specified, the maximum average fat thickness shall be 0.25 inch, and trim, weight and thickness tolerances shall be as the specified quality grade.

5. The awarded distribution prices for the performance period shall remain firm-fixed during the respective period.

II. SUPPORTING PRODUCT INFORMATION

A. Substantiating Documentation

- 1) ALL offered Delivered prices in the Market Basket 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 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 / OR two copies of a screen shot of the Delivered Price in your electronic purchasing system. If item is not regularly stocked, provide two copies of a written quote from the manufacturer/grower/private label holder or redistributor. Your submission of copies is an acknowledgment that all copies provided are true, correct, and unaltered.

In addition to an invoice or a quote, DLA Troop Support will accept purchase orders to substantiate delivered prices in the Market Basket Price Proposal spreadsheet. A purchase order must include the following:

- a. Date – the date of the purchase order must be within 75 days prior to the closing date of the solicitation
- b. Item description
- c. Delivered price by Unit of Measure inclusive of freight
- d. Manufacturer/grower/private label holder/redistributor's identification
- e. Part number and/or manufacture number

Manufacturer's technical specifications are still required as part of Supporting Product Information that shall be submitted by the offeror.

- 2) The Government reserves the right to verify the validity of all invoices and quotes. 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. A quote must include the following:

- a. The manufacturer/grower/private label holder/redistributor's letterhead;
- b. Date price quote was supplied;
- c. Time period price quote is effective;
- d. Quantity covered by price quote;
- e. Manufacturer part number;
- f. Manufacturer's point of contact, including name, title, address, and phone number;
- g. Early payment terms.

NOTES:

- (1) 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

Contractor 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 item price shall not be increased under the Economic Price adjustment clause during such period of the contract.

- (2) 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.
- (3) 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.

B. Manufacturer's Technical Specifications

1. In order to assure the offered item is the appropriate item being solicited, the offeror shall provide a written copy of the **manufacturer's** technical specification from the manufacturer/grower/private label holder/ or redistributor and clear, legible images of the Principle Display Panel (PDP) and Information Panel from the **manufacturer, grower, private label holder, or redistributor** for the item it will deliver, for ALL items in the market basket. Offerors must ensure that the PDP and Information Panel contain the USDA FSIS mandatory elements:

- a. The Principal Display Panel (PDP) showing:
 - Product Name
 - Handling Statement
 - Legend/Establishment Number
 - Net Weight Statement
- b. The Information Panel showing:
 - Ingredients Statement
 - Signature Line
 - Nutrition Facts*
- c. Mandatory Safe Handling Instructions Displayed Anywhere on Labeling

* Although the nutritional statement is not mandatory on some items, if nutritional facts are not included on the Information Panel, offeror must provide the nutritional facts on the manufacturer's technical specification.

Offerors must ensure that the **manufacturer's** technical specification contains the following information, where applicable: product name/standard of identity (to include the addition of solution or marinade), brand name, GTIN number, Manufacturer SKU number, Country of Origin, name and address of original manufacturing facility, grade of product, NAMP/IMPS number, state/method of refrigeration (IQF, frozen, etc.), weight, package sizes, tare weight, and manufacturer's stated product shelf life.

2. The manufacturer's supporting documentation will be used to determine if the item

offered meets the item description as set forth in the solicitation.

3. Each manufacturer's technical specification must be labeled with the corresponding market basket line item number and its corresponding LSN.

C. DLA Troop Support CONUS ITEM COVER SHEET

1. Use a cover sheet for each line item in the Market Basket. In addition each invoice or quote and the item manufacturer's technical specification must be labeled with the corresponding Market Basket line item number and its corresponding LSN. Submit the cover sheet, invoice or quote, and the manufacturer's technical specification in the item number sequence.
2. The cover sheet must be completed, signed, and dated by the offeror. The Offeror shall complete the fields as identified below:

- (1) Market Basket Item Number
- (2) Market Basket Stock Number/LSN

(3) FOB Destination from manufacturer, grower, private label holder, redistributor to PV warehouse
Delivered Price per UoM

----OR-----

FOB Origin from manufacturer, grower, private label holder, redistributor to PV warehouse
FOB Manufacturer/grower/private label holder/redistributor Price per UoM
Freight Price per UoM (Show freight calculations, if necessary)
Total Delivered Price per Unit of Measure (UoM)

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.

IV. OTHER SUBMISSION REQUIREMENTS:

In addition to the submission requirements for Non-Price Proposal Volume I and Business Proposal Volume II, offerors are also required to submit a Food Defense Checklist/Plan, Surge and Sustainment/Contingency Plan, and Small Business Effort. The Food Defense Checklist/Plan, Surge and Sustainment/Contingency Plan, and Small Business Effort will be evaluated on an acceptable/unacceptable basis. These requirements will not be a part of the Lowest Price Technically Acceptable analysis, however, these other submission requirements will be evaluated on an Acceptable/Unacceptable basis. Any offeror that receives an Unacceptable rating on any individual, Other Submission Requirement will still be eligible for award. In the event an offeror with any unacceptable Food Defense Checklist/Plan, Surge and Sustainment/Contingency Plan, and/or Small Business Effort receives the award, the awardee shall submit an acceptable plan within 60 days of

award. Failure to submit an acceptable plan within 60 days of award will, at the Contracting Officer's discretion, result in a termination of the contract.

1. FOOD DEFENSE CHECKLIST/PLAN

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 latest DLA Troop Support Food Defense Checklist, is available at:

www.dla.mil/Portals/104/Documents/TroopSupport/Subsistence/FoodSafety/FoodQuality/food_defense_check14MAR18.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 plan, and a separate Food Defense Plan for each facility must be submitted.

2. SURGE AND SUSTAINMENT/CONTINGENCY PLAN

The offeror shall submit a Capability Assessment Plan (CAP) that describes the method and capability to meet the contract maximum ceiling identified in this solicitation. The CAP must show how the ceiling will be supported. This demand level is indicative of the requirements that could be submitted during a surge/sustainment event. The offeror must address the amount of increased demands that can be handled for surge (first 15 days) and identify the length of time the offeror would require to ramp up. The offeror must indicate the length of time this increased pace can be sustained, but no more than the maximum ceiling or contract performance period. The CAP should describe and/or include all aspects of their supply chain management. For example, if normal resupply is 30-45 days, the offeror should state how this time would be decreased by 50% to meet ongoing surge requirements.

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

- a. Agreements with suppliers and service providers to assist in meeting increased surge requirements
- b. Evidence of ability to utilize additional suppliers or Subcontractors, as needed
- c. Ability to access additional warehouse and distribution facilities, if necessary, to include labor and transportation (delivery vehicles),
- d. Description of logistical technology with regard to asset visibility.

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

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

NOTE: If more than one facility will be used to store or distribute product this must be clearly indicated in the plan, and a separate plan of action for each facility must be submitted.

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

(1) Each offeror must describe in its proposal its ability to meet the S&S accelerated delivery specified for items critical to support the Department of Defense in conducting contingency operations. These S&S items are identified in Section C with quantities expressed as a Monthly Wartime Rate (MWR) or in a D1-D6 schedule. The S&S quantity and delivery requirements are in addition to peacetime quantities. S&S requirements may be met through access to production capability as well as contractor-owned or contractor-managed inventory or safety stocks.

(2) Each offeror must include in its basic proposal a brief description of how it will ramp up to meet accelerated delivery and increased quantities (i.e., surge) and sustain an increased production and delivery pace throughout the contingency (i.e., sustainment). Additionally, each offeror must provide a separate capability assessment plan (CAP) to document its detailed technical approach for covering S&S requirements.

(3) If the CAP recommends some type of Government investment, offerors must include their plan for refreshing or replacing S&S material consumed to ensure a continued surge capability. The CAP must include an exit strategy that describes the transition and ramp-down of S&S assets and any remaining Government investment not consumed before contract expiration.

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

Offerors must submit the CAP for items identified with surge requirements in Section C of the solicitation. The CAP must—

(1) Outline the offeror's method of addressing the S&S requirements, whether defined as a percentage of annual demands or by individual line items. If the S&S quantity or delivery requirements cannot be met, the offeror must identify the shortfall and provide the best value solutions to include a proposed strategy to offset the shortfall.

(2) Describe how the offeror will reduce peacetime production lead times by 50% to meet S&S requirements.

(3) Provide letters of commitment or other agreements from suppliers and service providers (e.g., additional equipment or warehouse space) confirming they can meet S&S requirements.

(4) Provide a plan to continue operations from an alternate facility in the event the primary facility is damaged or otherwise unable to operate at full capacity.

(5) Identify competing priorities for the same resources, and ensure that meeting surge delivery requirements is independent of any other contracts or production requirements.

- (6) Identify the lead time for providing required S&S capability.
 (7) If applicable, include an exit strategy describing how to transition and ramp-down S&S assets and any Government investment.

3. SMALL BUSINESS EFFORT – This is a separate and distinct requirement than the Small Business Subcontracting Plan that is required in accordance with FAR 52.219-9. This small business effort requirement is meant to address product only, that is product delivered under any resultant contract. The Subcontracting Plan required by FAR 52.219-9 should address the use of small business entities throughout your business.

A. Small Business Product Utilization

Both large and small business Contractors must indicate what portion of the contract will be sourced from both Large Business (LB) and Small Business (SB). Under the portion to be sourced from Small Business, each subcategory (i.e., Small Business, Small Disadvantaged Business (SDB), Women-Owned Small Business (WOSB), Service-Disabled Veteran-Owned Small Business (SDVOSB), and HUBZone Small Business (HZSB) concerns) must address goals in terms of percentages and total dollars. This information must be provided for the performance period of the contract.

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

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

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

The Prime Vendor will obtain at least 23% of the supplies for proposed contract from all SB firms (vs. LB firms) as indicated in the DoD Office of Small Business Programs pertaining to current subcontracting goals. Within the subcategories, the Prime Vendor will obtain the minimum percentage for the following goals: 23% from SB, 5% from SDB, 5% from WOSB, 3% from SDVOSB firms, and 3% from HZSB firms.

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

	Dollars		Percent
Total Contract Price:	\$1,000,000		100%
Total to be Subcontracted:	\$900,000		90%
To Large Business:	\$630,000		70%
To Small Business:	\$270,000		30%
SB:	\$63,000		10%
SDB:	\$63,000		7%
WOSB:	\$45,000		5%
SDVOSB:	\$36,000		4%
HZSB:	\$36,000		4%

*Note: Total Contract Price cannot be equal to Total to be Subcontracted

Notes:

- (1) Please ensure offeror dollars are not included in the total subcontracted dollar value. The total contract value and total subcontract value must not be the same.
- (2) When calculating figures for the chart above, the business size of the manufacturer, grower, private label holder is to be considered, NOT the business size of the broker/agent that may have supplied the product to the Prime Vendor.
- (3) Performance on prior contracts in sourcing and assisting SB, SDB, SDVOSB, WOSB, or HUBZone firms will be part of past performance evaluation.

B. Organizational Efforts

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

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

The Contractor shall describe how it will cooperate in required studies or surveys in order to allow the Government to determine the extent of subcontracting opportunities identified for this acquisition. The Contractor must demonstrate a knowledge of, and more preferably a working relationship with local, state, and/or federal organizations whose mission it is to promote SB, SDB, WOSB, SDVOSB, and HZSB firms.

Note: Large business Contractors are also required to submit the SB, SDB, WOSB, SDVOSB, and HZSB Subcontracting plan information as required by the most recent version of FAR 52.219-9, “Small Business Subcontracting Plan” (which requires the offeror to address 15 points), in addition to the information that is a requirement of this section of the proposal. The subcontracting plan required by the FAR clause can incorporate all costs, direct and indirect, associated with this proposal. If an individual contract Subcontracting Plan is submitted, the plan must contain separate SB, SDB, WOSB, SDVOSB, and HZSB subcontracting percentages and dollar levels for the performance period.

V. NAVY SHIPS CUSTOMERS’ RESTOCKING CHARGE

The Contractor shall identify any restocking charges, LB and/or CS, that may be associated with holding stock for a Navy Ships’ customer(s) and the order is subsequently cancelled. (Refer to Statement of Work (SOW), Paragraph V. Order and Deliveries & Performance, Paragraph 7. NOT IN STOCK (NIS) AND ORDERS FOR SUBSTITUTIONS). If a restocking charge is identified, the charge will be noted as a distribution category 39a, for UOM LB items, and 39b, for UOM CS items, in any resultant contract.

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

FAR 52.212-2, “EVALUATION – COMMERCIAL ITEMS,” (Oct 2014)***ADDENDUM TO FAR 52.212-2***

FAR 52.212-2, “Evaluation – Commercial Items,” (Oct 2014), is revised as follows:

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

The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be the most advantageous to the Government, price and other factors considered. In making the award decision, the Government will use the Lowest Price Technically Acceptable (LPTA) source selection process. The award will be made to the offeror with the lowest evaluated price and a technically acceptable proposal. Offerors will be individually evaluated and rated against the following factors:

Section A. NON-PRICE PROPOSAL – TECHNICAL FACTORS

Factor I. Resource Availability (Cash Flow, Warehouse Capacity, Equipment, and Personnel)

Factor II. Quality Control, Assurance, and Warehouse Management System/Procedures

Section B. NON-PRICE PROPOSAL – PAST PERFORMANCE FACTOR

BUSINESS/PRICE PROPOSAL – PRICE FACTOR

Total Evaluated Price (Weighted Aggregate Total Price)

Any offeror that receives an Unacceptable rating on any individual, Other Submission Requirement will still be eligible for award. In the event an offeror with any unacceptable Food Defense Checklist/Plan, Surge and Sustainment/Contingency Plan, and/or Small Business Effort receives the award, the awardee shall submit an acceptable plan within 60 days of award. Failure to submit an acceptable plan within 60 days of award will, at the Contracting Officer’s discretion, result in a termination of the contract.

NOTE: Any exceptions to the terms and conditions of the solicitation may render the proposal ineligible for award.

2. Paragraph (b), is hereby revised in its entirety as follows: **The Government will evaluate offers for award purposes by adding the Weighted Aggregate Distribution Price and the Aggregate Delivered Price to arrive at the Weighted Aggregate Total Price. The Weighted Aggregate Total Price will be used to evaluate each offeror’s Market Basket Price Proposal.**

3. Add paragraph (d) as follows:

(d) Evaluation Procedures:

(1) Summary

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

(2) Evaluation Process

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

- (ii) *Price Evaluation Process* – Each proposal will be evaluated against the requirements of, and in accordance with the terms of, the solicitation. The Government will evaluate the initial proposals and if applicable, revised proposals, in accordance with FAR 15.4, “Contract Pricing.” The Government will evaluate offerors’ pricing on the items in the Market Basket contained as referenced in Attachment 1 - MARKET BASKET - PRICE PROPOSAL FOR SPE300-20-R-X011.

The Government will evaluate offers for award purposes by adding the Weighted Aggregate Distribution Price and the Aggregate Delivered Price to arrive at the Weighted Aggregate Total Price. The Weighted Aggregate Total Price will be used to evaluate each offeror’s Market Basket Price Proposal.

(3) Selection Process

The final non-price and price evaluation reports will be furnished to the Contracting Officer by the Non-Price and Price (i.e. Business) Proposal evaluators. An 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

SECTION A – TECHNICAL FACTORS

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

The Government will evaluate the offeror’s resources i.e., financial, warehouse capacity, equipment, and personnel available to successfully meet the requirements of this solicitation. If necessary, DLA Troop Support may utilize the Defense Contract Management Agency (DCMA) for review, including a review of financial capability.

NOTE: If more than one facility will be used to store and/or distribute product, the Government will evaluate each entity separately, and then determine a combined rating for this factor.

FACTOR II, QUALITY CONTROL, ASSURANCE, AND WAREHOUSE MANAGEMENT SYSTEM PROCEDURES

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

NOTE: If more than one facility will be used to store and/or distribute product, the Government will evaluate each entity separately, and then determine a combined rating for this factor.

SECTION B – PAST PERFORMANCE

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

In establishing what is recent for past performance, consideration shall be given to those

contracts provided in the time period of 12/17/2016 through the date that offers must be submitted under this solicitation. The offeror will describe its overall extent of experience as a full-line distributor of foods and operating supplies for institutional feeding.

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

South Dakota Region	
Maximum Dollar Value	\$7,000,000.00
Average number of customers ordering per week	3
Average number of delivery points per week	3
Approximate Number of Line Items/SKUs	511

In establishing how well the contractor performed (i.e. quality of performance) on the present/past contracts, the Government will evaluate the offeror's record of Past Performance through its written proposal, Government in-house records (if applicable), and the information provided by the points of contact or references designated by the offeror. Government in-house records will be considered more reliable than information provided by other sources. Government in-house records include, but are not limited to, Past Performance Information Retrieval System (PPIRS)/ Contractor Performance Assessment Reporting System (CPARS), DLA Troop Support Prime Vendor Product Quality Audit scores, Quality System Management Visit (QSMV) reports, destination inspection reports, information received through the Subsistence Total Order and Receipt Electronic System (STORES), and Customer Surveys.

NOTE 1: The Government may contact the offeror's listed references to confirm the provided information and survey the performance of the offeror. The Government may also obtain and use past performance information from publicly-available, non-confidential sources in addition to sources identified by the offeror.

NOTE 2: If more than one facility will be used to store and/or distribute product, the Government will evaluate each entity separately, and then determine a combined rating for this factor.

NOTE 3: In the case of an offeror without a record of relevant past performance or for whom information on past performance is not available or so sparse that no meaningful past performance rating can be reasonably assigned, the offeror may not be evaluated favorably or unfavorably on past performance (see FAR 15.305(a)(2)(iv)). Therefore, the offeror shall be assigned a "Neutral Confidence" rating.

BUSINESS/PRICE PROPOSAL EVALUATION

I. BUSINESS/PRICE PROPOSAL

For purposes of the Business/Price Proposal Evaluation, Weighted Aggregate Distribution Price and Aggregate Delivered Price are considered equal. This equality is accounted mathematically by applying a weighting factor of 11.5 (based on 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 Total Price. The Weighted Aggregate Total Price will be used to evaluate each offeror's Market Basket Price Proposal. These totals are shown on the ATTACHMENT 1 spreadsheet, TOTALS Tab.

II. SUPPORTING PRODUCT INFORMATION

C. Substantiating Documentation

- 3) 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 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 / OR two copies of a screen shot of the Delivered Price in your electronic purchasing system. If item is not regularly stocked, provide two copies of a written quote from the manufacturer/grower/private label holder or redistributor. Your submission of copies is an acknowledgment that all copies provided are true, correct, and unaltered.
- 4) The Government reserves the right to verify the validity of all invoices and quotes. 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. A quote must include the following:
 - a. The manufacturer/grower/private label holder/redistributor's letterhead;
 - b. Date price quote was supplied;
 - c. Time period price quote is effective;
 - d. Quantity covered by price quote;
 - e. Manufacturer part number;
 - f. Manufacturer's point of contact, including name, title, address, and phone number;
 - g. Early payment terms.

NOTES:

- (4) 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 item price shall not be increased

- under the Economic Price adjustment clause during such period of the contract.
- (5) 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.
 - (6) 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.

D. Manufacturer's Technical Specifications

1. In order to assure the offered item is the appropriate item being solicited, the offeror shall provide a written copy of the **manufacturer's** technical specification from the manufacturer/grower/private label holder/ or redistributor and clear, legible images of the Principle Display Panel (PDP) and Information Panel from the **manufacturer, grower, private label holder, or redistributor** for the item it will deliver, for ALL items in the market basket. Offerors must ensure that the PDP and Information Panel contain the USDA FSIS mandatory elements:
 - a. The Principal Display Panel (PDP) showing:
 - Product Name
 - Handling Statement
 - Legend/Establishment Number
 - Net Weight Statement
 - b. The Information Panel showing:
 - Ingredients Statement
 - Signature Line
 - Nutrition Facts*
 - d. Mandatory Safe Handling Instructions Displayed Anywhere on Labeling

* Although the nutritional statement is not mandatory on some items, if nutritional facts are not included on the Information Panel, offeror must provide the nutritional facts on the manufacturer's technical specification.

Offerors must ensure that the **manufacturer's** technical specification contains the following information, where applicable: product name/standard of identity (to include the addition of solution or marinade), brand name, GTIN number, Manufacturer SKU number, Country of Origin, name and address of original manufacturing facility, grade of product, NAMP/IMPS number, state/method of refrigeration (IQF, frozen, etc.), weight, package sizes, tare weight, and manufacturer's stated product shelf life.

2. The manufacturer's supporting documentation will be used to determine if the item offered meets the item description as set forth in the solicitation.
3. Each manufacturer's technical specification must be labeled with the corresponding market basket line item number and its corresponding LSN.

C. DLA Troop Support CONUS ITEM COVER SHEET

1. Use a cover sheet for each line item in the Market Basket. In addition each invoice or quote and the item manufacturer's technical specification must be labeled with the corresponding Market Basket line item number and its corresponding LSN. Submit the cover sheet, invoice or quote, and the manufacturer's technical specification in the item number sequence.
2. The cover sheet must be completed, signed, and dated by the offeror. The Offeror shall complete the fields as identified below:

- (1) Market Basket Item Number
- (2) Market Basket Stock Number/LSN

(3) FOB Destination from manufacturer, grower, private label holder, redistributor to PV warehouse
Delivered Price per UoM

---OR---

FOB Origin from manufacturer, grower, private label holder, redistributor to PV warehouse

FOB Manufacturer/grower/private label holder/redistributor Price per UoM
Freight Price per UoM (Show freight calculations, if necessary)
Total Delivered Price per Unit of Measure (UoM)

OTHER SUBMISSION REQUIREMENT EVALUATION:

In addition to the Non-Price Proposal Volume I and the Business/Price Proposal Volume II, offerors are also required to submit a Food Defense Plan, Surge and Sustainment/Contingency Plan, and Small Business Effort Plan. The Food Defense Plan, Surge and Sustainment/Contingency Plan, and Small Business Effort will be evaluated on an ACCEPTABLE / UNACCEPTABLE basis. These requirements will not be a part of the Lowest Price Technically Acceptable analysis; however, these other submission requirements will be evaluated on an Acceptable/Unacceptable basis. Any offeror that receives an Unacceptable rating on any individual, Other Submission Requirement will still be eligible for award. In the event an offeror with any unacceptable Food Defense Checklist/Plan, Surge and Sustainment/Contingency Plan, and/or Small Business Effort receives the award, the awardee shall submit an acceptable plan within 60 days of award. Failure to submit an acceptable plan within 60 days of award will, at the Contracting Officer's discretion, result in a termination of the contract.

1. FOOD DEFENSE/CHECKLIST/PLAN

The Food Defense Plan will be evaluated against DLA Troop Support's Food Defense Checklist. A Food Defense Plan will be considered acceptable if the evaluated score is greater than or equal to 80 for all elements of the DLA Troop Support Food Defense Checklist and the plan reasonably assures the integrity of all delivered products. The entire Food Defense Plan will be considered unacceptable if one of the nine elements of the DLA Troop Support Food Defense Checklist is rated unacceptable.

2. SURGE AND SUSTAINMENT/CONTINGENCY PLAN

The Government will evaluate each offeror's Capability Assessment Plan (CAP) in order to determine their ability to meet increased quantity and/or accelerated delivery requirements, using production and or supplier base capabilities, in support of DoD contingencies and/or emergency peacetime requirements. This capability includes both the ability to ramp up to meet early delivery or increased requirements (i.e., Surge), as well as to sustain an increased production and delivery pace throughout the contingency (i.e., Sustainment). The Government will also evaluate the offeror's ability to meet the surge ceiling of 150% within 15 days and provide detailed answers to all questions in the CAP as well as information relating to the setting up of a secondary facility if the primary facility is damaged (i.e., Contingency).

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

(1) Capability Assessment Plan (CAP) Evaluation: The CAP will be reviewed and assessed for responsiveness, completeness, and technical merit. The CAP must demonstrate (i) the offeror's ability to provide the full S&S quantity and meet the delivery requirements as specified in the solicitation; (ii) the technical merits of the proposed solutions to any identified shortfalls in S&S quantity and/or delivery requirements; and (iii) the ability to achieve the solutions without Government investment. If the CAP includes Government investment, the evaluation includes plans to refresh or replace S&S material and related exit strategy to ensure the Government's continued surge capability.

(2) S&S Past Performance History: The quality and extent of the offeror's historical surge support performance will be considered as part of the overall past performance evaluation. In the absence of or in addition to historical S&S capability support, the contracting officer may consider other relevant performance history that demonstrates the offeror's ability to respond to and sustain higher than normal production rates or faster than normal delivery requirements, or both.

(3) The contracting officer will include the S&S price in the overall price evaluation.

3. SMALL BUSINESS EFFORT

The Government will evaluate the offeror's Small Business Effort/Extent of Participation to ensure that SB, SDB, WOSB, SDVOSB, and HZSB firms are used as both suppliers and subcontractors in support of this Prime Vendor Contract. The Government will evaluate the participation levels in terms of the percentages and dollar values for the performance period. The offeror's plan must show that, at a minimum, the offeror will meet the DoD Office of Small Business Small Business Program Goals for FY19 in order to be considered acceptable. Additionally, the Government will evaluate Organizational Efforts to ensure the actions that the offeror will take to ensure equitable opportunity for, and further the opportunities for SB, SDB, WOSB, SDVOSB, and HZSB firms.