

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

**BLOCK 8 (CONTINUED)**

OFFER DUE DATE/LOCAL TIME: **04/18/2025 3:00 P.M. LOCAL PHILADELPHIA TIME**

**NOTE:** For offers from Joint Ventures or Partnerships, 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.

**Solicitation Number: SPE300-25-R-0048**

**Opening/Closing Date: 04/18/2025 - 04/18/2025 4:00 P.M. LOCAL PHILADELPHIA TIME**

**BLOCK 9 (CONTINUED)**

E-mailed offers WILL BE the accepted form 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).

Submit emailed offers to the following POCs:

Contracting Officer: Noreen.Killian@dla.mil  
Contract Specialist: Robert.Bush@dla.mil

**BLOCK 17A CONTRACTOR/OFFEROR (CONTINUED):**

Offeror's assigned Unique Entity Identifier Number \_\_\_\_\_ (If you do not have a Unique Entity Identifier number, contact the individual identified in Block 7a of the SF 1449 or see 52.212-1, Instructions to Offerors—Commercial Items (paragraph j) for information on establishing a unique entity identifier.)

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

PRIMARY COMPANY POC/AUTHORIZED NEGOTIATOR \_\_\_\_\_

TITLE #: \_\_\_\_\_

PHONE #: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

FAX NUMBER: \_\_\_\_\_

**BLOCK 17B, REMITTANCE ADDRESS (CONTINUED):**

REMITTANCE WILL BE MADE TO THE ENTITY'S NAME AND ADDRESS THAT THE CONTRACTOR HAS LISTED IN THE SYSTEM FOR AWARD MANAGEMENT (SAM). THE CONTRACTOR'S ENTITY NAME LISTED IN SAM WILL BE CONSIDERED THE OFFEROR UNDER THIS SOLICITATION.

**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.

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**BLOCKS 19-24 - Item No., Schedule of Supplies/Services, Quantity, Unit (Continued)**

## CAUTION NOTICE

## CONTRACTOR CODE OF BUSINESS ETHICS (NOV 2021) DLA TROOP SUPPORT

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

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

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 APPLIES TO THIS ACQUISITION.

### NOTICE TO OFFERORS

**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.**

**THE PRIME VENDOR CONTRACTOR (“CONTRACTOR”) IS RESPONSIBLE FOR FURNISHING THE FULL-LINE OF FOOD AND BEVERAGE ITEMS REQUIRED FOR GARRISON FEEDING. IN ADDITION, THE CONTRACTOR MAY ALSO BE REQUESTED TO PROVIDE RELATED NON- FOOD ITEMS TO SOME CUSTOMERS. PROSPECTIVE OFFERORS ARE HEREBY ADVISED THAT, ALTHOUGH THERE IS A GUARANTEED MINIMUM ON THIS CONTRACT, DLA TROOP SUPPORT CANNOT GUARANTEE THAT ANY OR ALL OF THE CUSTOMERS WILL ORDER ALL OF THEIR SUBSISTENCE AND RELATED NON-FOOD REQUIREMENTS FROM THE SUCCESSFUL CONTRACTOR. ONCE THE GUARANTEED MINIMUM HAS BEEN MET, CUSTOMERS MAY OR MAY NOT CHOOSE TO CONTINUE ORDERING FROM THE CONTRACT. TO A LARGE EXTENT, THEIR DECISION TO CONTINUE ORDERING WILL BE BASED ON THE PERFORMANCE OF THE CONTRACTOR.**

### CONTRACT CLAUSES

**NOTE: FAR 52.212-4, CONTRACT TERMS AND CONDITIONS --COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (Nov 2023)** is incorporated in this solicitation by reference. Its full text may be accessed electronically at <https://www.acquisition.gov/far/index.html> OR eCFR :: 48 CFR Chapter 1 -- Federal Acquisition Regulation (FAR). Text is available for viewing in Subpart 52.2 Text of Provisions and Clauses, through either the HTML or PDF Format links.

<b>FAR 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (JAN 2025)</b>
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(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 products and commercial services:

- (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 Covered Entities (Dec 2023) (Section 1634 of Pub. L. 115-91).
- (3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).
- (4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).

(5) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (Mar 2023) ( 31 U.S.C. 3903 and 10 U.S.C. 3801).

(6) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(7) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Public Laws 108-77 and 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 products and commercial services:

[Contracting Officer check as appropriate.]

☒ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Jun 2020), with Alternate I (Nov 2021) (41 U.S.C. 4704 and 10 U.S.C. 4655).

☒ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Nov 2021) (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) 52.203-17, Contractor Employee Whistleblower Rights (Nov 2023) ( 41 U.S.C. 4712); this clause does not apply to contracts of DoD, NASA, the Coast Guard, or applicable elements of the intelligence community—see FAR 3.900(a).

☒ (5) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jun 2020) (Pub. L. 109-282) ( 31 U.S.C. 6101 note).

☐ (6) [Reserved].

☐ (7) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

☐ (8) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

☒ (9) 52.204-27, Prohibition on a ByteDance Covered Application (Jun 2023) (Section 102 of Division R of Pub. L. 117-328).

☐ (10) 52.204-28, Federal Acquisition Supply Chain Security Act Orders—Federal Supply Schedules, Governmentwide Acquisition Contracts, and Multi-Agency Contracts. (Dec 2023) ( Pub. L. 115–390, title II).

☐ (11) (i) 52.204-30, Federal Acquisition Supply Chain Security Act Orders—Prohibition. (Dec 2023) ( Pub. L. 115–390, title II).

☐ (ii) Alternate I (Dec 2023) of 52.204-30.

☒ (12) 52.209-6, Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded. (Jan 2025) ( 31 U.S.C. 6101 note).

☒ (13) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) ( 41 U.S.C. 2313).

☐ (14) [Reserved].

☐ (15) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Oct 2022) ( 15 U.S.C. 657a).

☐ (16) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2022) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

☐ (17) [Reserved]

☐ (18) (i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2020) (15 U.S.C. 644).

☐ (ii) Alternate I (Mar 2020) of 52.219-6.

☐ (19) (i) 52.219-7, Notice of Partial Small Business Set-Aside (Nov 2020) (15 U.S.C. 644).

- \_\_\_ (ii) Alternate I (Mar 2020) of 52.219-7.
- X (20) 52.219-8, Utilization of Small Business Concerns (Jan 2025)( 15 U.S.C. 637(d)(2) and (3)).
- X (21) (i) 52.219-9, Small Business Subcontracting Plan (Jan 2025) ( 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 (Jun 2020) of 52.219-9.
- \_\_\_ (v) Alternate IV (Jan 2025) of 52.219-9.
- \_\_\_ (22) (i) 52.219-13, Notice of Set-Aside of Orders (Mar 2020) (15 U.S.C. 644(r)).
- \_\_\_ (ii) Alternate I (Mar 2020) of 52.219-13.
- X (23) 52.219-14, Limitations on Subcontracting (Oct 2022) (15 U.S.C. 657s).
- X (24) 52.219-16, Liquidated Damages—Subcontracting Plan (Sep 2021) (15 U.S.C. 637(d)(4)(F)(i)).
- \_\_\_ (25) 52.219-27, Notice of Set-Aside for, or Sole-Source Award to, Service-Disabled Veteran-Owned Small Business (SDVOSB) Concerns Eligible Under the SDVOSB Program (Feb 2024) (15 U.S.C. 657f).
- \_\_\_ (26) (i) 52.219-28, Postaward Small Business Program Rerepresentation (Jan 2025) (15 U.S.C. 632(a)(2)).
- \_\_\_ (ii) Alternate I (Mar 2020) of 52.219-28.
- \_\_\_ (27) 52.219-29, Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Oct 2022) (15 U.S.C. 637(m)).
- \_\_\_ (28) 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 (Oct 2022) (15 U.S.C. 637(m)).
- \_\_\_ (29) 52.219-32, Orders Issued Directly Under Small Business Reserves (Mar 2020) ( 15 U.S.C. 644(r)).
- \_\_\_ (30) 52.219-33, Nonmanufacturer Rule (Sep 2021) ( 15 U.S.C. 637(a)(17)).
- X (31) 52.222-3, Convict Labor (Jun 2003) (E.O.11755).
- X (32) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jan 2025)( E.O. 13126).
- X (35) (i) 52.222-35, Equal Opportunity for Veterans (Jun 2020) ( 38 U.S.C. 4212).
- \_\_\_ (ii) Alternate I (Jul 2014) of 52.222-35.
- \_\_\_ (37) 52.223
- 37, Employment Reports on Veterans (Jun 2020) ( 38 U.S.C. 4212).
- X (38) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- X (39) (i) 52.222-50, Combating Trafficking in Persons (Nov 2021) (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).
- \_\_\_ (40) 52.222-54, Employment Eligibility Verification (Jan 2025) ( Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR 22.1803.)
- \_\_\_ (41) (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.)
- \_\_\_ (42) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (May 2024) ( 42 U.S.C. 7671, et seq.).
- \_\_\_ (43) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (May 2024) ( 42 U.S.C. 7671, et seq.).
- \_\_\_ (44) 52.223-20, Aerosols (May 2024) ( 42 U.S.C. 7671, et seq.).
- \_\_\_ (45) 52.223-21, Foams (May 2024) ( 42 U.S.C. 7671, et seq.).
- \_\_\_ (46) 52.223-23, Sustainable Products and Services (MAR 2025) (DEVIATION 2025-O0004)) (7 U.S.C. 8102, 42 U.S.C. 6962, 42 U.S.C. 8259b, and 42 U.S.C. 7671l).
- \_\_\_ (47) (i) 52.224-3 Privacy Training (Jan 2017) ( 5 U.S.C. 552 a).

- \_\_\_ (ii) Alternate I (Jan 2017) of 52.224-3.
- \_\_\_X\_ (48) (i) 52.225-1, Buy American-Supplies (Oct 2022) (41 U.S.C. chapter 83).
- \_\_\_ (ii) Alternate I (Oct 2022) of 52.225-1.
- \_\_\_ (49) (i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (NOV 2023) ( 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, 19 U.S.C. chapter 29 (sections 4501-4732), Public Law 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 [Reserved].
- \_\_\_ (iii) Alternate II (Jan 2025) of 52.225-3.
- \_\_\_ (iv) Alternate III (Feb 2024) of 52.225-3.
- \_\_\_ (v) Alternate IV (Oct 2022) of 52.225-3.
- \_\_\_ (50) 52.225-5, Trade Agreements (NOV 2023) ( 19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- \_\_\_X\_ (51) 52.225-13, Restrictions on Certain Foreign Purchases (Feb 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- \_\_\_X\_ (52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).
- \_\_\_ (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- \_\_\_ (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- \_\_\_X\_ (55) 52.226-8, Encouraging Contractor Policies to Ban Text Messaging While Driving (May 2024) ( E.O. 13513).
- \_\_\_X\_ (56) 52.229-12, Tax on Certain Foreign Procurements (Feb 2021).
- \_\_\_ (57) 52.232-29, Terms for Financing of Purchases of Commercial Products and Commercial Services (Nov 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).
- \_\_\_ (58) 52.232-30, Installment Payments for Commercial Products and Commercial Services (Nov 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).
- \_\_\_X\_ (59) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (Oct2018) ( 31 U.S.C. 3332).
- \_\_\_ (60) 52.232-34, Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).
- \_\_\_ (61) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).
- \_\_\_ (62) 52.239-1, Privacy or Security Safeguards (Aug 1996) ( 5 U.S.C. 552a).
- \_\_\_X\_ (63) 52.240-1, Prohibition on Unmanned Aircraft Systems Manufactured or Assembled by American Security Drone Act-Covered Foreign Entities (Nov 2024) (Sections 1821-1826, Pub. L. 118-31, 41 U.S.C. 3901 note prec.).
- \_\_\_ (64) 52.242-5, Payments to Small Business Subcontractors (Jan 2017) (15 U.S.C. 637(d)(13)).
- \_\_\_ (65) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) ( 46 U.S.C. 55305 and 10 U.S.C. 2631).
- \_\_\_ (ii) Alternate I (Apr 2003) of 52.247-64.
- \_\_\_ (iii) Alternate II (Nov 2021) 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 products and commercial services:

[Contracting Officer check as appropriate.]

- \_\_\_ (1) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter67).
- \_\_\_ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41

U.S.C. chapter 67).

\_\_\_ (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (Aug 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

\_\_\_ (4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (May 2014) ( 29U.S.C.206 and 41 U.S.C. chapter 67).

\_\_\_ (5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).

\_\_\_ (6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).

\_\_\_ (7) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022).

\_\_\_ (8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706).

  X   (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792).

\_\_\_ (10) 52.247-69, Reporting Requirement for U.S.-Flag Air Carriers Regarding Training to Prevent Human Trafficking (Jan 2025) ( 49 U.S.C. 40118(g)).

(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, as defined in FAR 2.101, on the date of award of this contract, 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 products or commercial services. 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 (Nov 2021) (41 U.S.C. 3509).

(ii) 52.203-17, Contractor Employee Whistleblower Rights (Nov 2023) ( 41 U.S.C. 4712).

(iii) 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)).

(iv) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities (Dec 2023) (Section 1634 of Pub. L. 115-91).

(v) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(vi) 52.204-27, Prohibition on a ByteDance Covered Application (Jun 2023) (Section 102 of Division R of Pub. L. 117-328).

(vii) (A) 52.204–30, Federal Acquisition Supply Chain Security Act Orders—Prohibition. (Dec 2023) ( Pub. L. 115–390, title II).

(B) Alternate I (Dec 2023) of 52.204–30.

(viii) 52.219-8, Utilization of Small Business Concerns (Jan 2025) ( 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 the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(xi) 52.222-35, Equal Opportunity for Veterans (Jun 2020) (38 U.S.C. 4212).

(xiii) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212).

(xiv) 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.

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

(xvi) (A) 52.222-50, Combating Trafficking in Persons (Nov 2021) (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 and E.O. 13627).

(xvii) 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).

(xviii) 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).

(xix) 52.222-54, Employment Eligibility Verification (Jan 2025) ( E.O. 12989).

(xx) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022).

(xxi) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706).

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

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

(xxiii) 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.



Subtitle A, Part V, Subpart G Note).

(xxiv) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxv) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (Mar 2023) ( 31 U.S.C. 3903 and 10 U.S.C. 3801). Flow down required in accordance with paragraph (c) of 52.232-40.

(xxvi) 52.240-1, Prohibition on Unmanned Aircraft Systems Manufactured or Assembled by American Security Drone Act-Covered Foreign Entities (Nov 2024) (Sections 1821-1826, Pub. L. 118-31, 41 U.S.C. 3901 note prec.).

(xxvii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) ( 46 U.S.C. 55305 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 products and commercial services a minimal number of additional clauses necessary to satisfy its contractual obligations.

**(End of Clause)**

<b>ADDENDUM TO FAR 52.212-4 – CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (NOV 2023)</b>
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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. Please note, additional conditions may apply as determined by the medical authority.

- (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 may 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:

(1) Each delivery will be accompanied by the Contractor's delivery ticket/invoice. Three (3) copies (an original plus two) shall accompany the shipment. The customer shall sign and date 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.

(2) 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.

(3) 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.

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

(5) 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.

(6) 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.

(7) 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

- (8) 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).

- (9) 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:

- (1) DFAS Columbus Center is the payment office for this acquisition.
- (2) All 810 electronic invoices must be submitted with accurate, sufficient, clean data before any payment can be made.
- (3) 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.
- (4) 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 [https://www.stores.dla.mil/stores\\_web/](https://www.stores.dla.mil/stores_web/) - Recon Administration. 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.
- (5) The Government intends to make payments under the resultant contract by electronic funds transfer (EFT). Reference Clause FAR 52.232-33, Payment by Electronic Funds Transfer - System for Award Management (Oct 2018). "Mandatory Information for Electronic Funds Transfer Payment" appearing in the section of this solicitation entitled "Contract Clauses." However, the election as to whether to make payment by check or electronic funds transfer is at the option of the Government.

5. Paragraph (m), *Termination for Cause*. Delete paragraph (m) in its entirety and substitute the following:

(m) Termination for Cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If this contract is terminated in whole or in part for cause, and the supplies or services covered by the contract so terminated are repurchased by the Government, the Government will incur administrative costs in such repurchases.

The Contractor and the Government expressly agree that, in addition to any excess costs of repurchase, or any other damages resulting from such default, the Contractor shall pay, and the Government shall accept, the sum of \$1,350.00 as payment in full for the administrative costs of such repurchase. This assessment of damages for administrative costs shall apply for any termination for cause following which the Government repurchases the terminated supplies or services together with any incidental or consequential damages incurred because of the termination. If it is determined that the Government improperly terminated this contract for 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 [dscpconssafofc@dla.mil](mailto:dscpconssafofc@dla.mil)

(2) Provide the following information to the DLA Troop Support Consumer Safety Officer within three (3) business 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 FAR 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 (wW), 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](http://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. Add: Paragraph (xX), 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 is required for all DoD users accessing CPARS. Effective November 1, 2006, a DoD PKI Certificate is required for all Contractor users accessing CPARS. The requirement for PKI certificates is implemented in accordance with DoD security policy promoting secure electronic transactions.

(2) Obtaining a PKI certificate

- (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 <https://public.cyber.mil/>. Each Contractor employee accessing CPARS will need an Identity Certificate (An Encryption Certificate is not required). The annual cost per certificate may vary based on the approved DoD ECA Vendor, 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.**

**TS16-25 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 (JUN 2017)**

(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
- (ii) 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 130% 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 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.

<b>FAR 52.252-2 – CLAUSES INCORPORATED BY REFERENCE (FEB 1998)</b>
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This contract incorporates one or more clauses by reference, with the same force and effect as if they were

given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

- FAR: [https://www.ecfr.gov/cgi-bin/text-idx?SID=6e9bf6d81b42b0ae243df8c51e13fa62&mc=true&tpl=/ecfrbrowse/Title48/48tab\\_02.tpl](https://www.ecfr.gov/cgi-bin/text-idx?SID=6e9bf6d81b42b0ae243df8c51e13fa62&mc=true&tpl=/ecfrbrowse/Title48/48tab_02.tpl)
- DFARS: <https://www.ecfr.gov/cgi-bin/ECFR?SID=efef3c52b917f6248e7b50687672ed94&mc=true&page=browse>.
- DLAD: <http://www.dla.mil/HQ/Acquisition/Offers/DLAD.aspx>

The following additional clauses are incorporated by REFERENCE:

FAR 52.249-8 Default (Fixed-Price Supply and Service) (APR 1984)  
FAR 52.204-9 Personal Identity Verification of Contractor Personnel (JAN 2011)  
FAR 52.204-16 Commercial and Government Entity Code Reporting (AUG 2020)  
FAR 52.204-19 Incorporation by Reference of Representations and Certifications (DEC 2014)  
FAR 52.208-9 Contractor Use of Mandatory Sources of Supply or Services (MAY 2014)  
FAR 52.219-4 Notice Of Price Evaluation Preference For Hubzone Small Business Concerns (OCT 2022)  
DFARS 252.204-7012 Safeguarding Covered Defense Information and Cyber Incident Reporting (Deviation 2024-O0013 Revision 1)(May 2024)  
DFARS 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 252.225-7002 Qualifying Country Sources as Subcontractors (MAR 2022)  
FAR 52.232-17 Interest (MAY 2014)  
FAR 52.242-13 Bankruptcy (JULY 1995)  
FAR 52.242-15 Stop-Work Order (AUG 1989)  
FAR 52.203-3 Gratuities (APR 1984)  
DFARS 252.204-7003 Control of Government Personnel Work Product (APR 1992)  
DFARS 252.204-7015 Notice of Authorized Disclosure of Information for Litigation Support (JAN 2023)  
DFARS 252.225-7008 Restriction on Acquisition of Specialty Metals (MAR 2013)  
DFARS 252.225-7056 Prohibition Regarding Business Operations with the Maduro Regime (JAN 2023)  
DFARS 52.237-2 Protection of Government Buildings, Equipment, and Vegetation (APR 1984)  
DFARS 252.225-7058 Postaward Disclosure of Employment of Individuals Who Work in the People's Republic of China (JAN 2023)  
DFARS 252.225-7966 Prohibition Regarding Russian Fossil Fuel Business Operations—Representation (Deviation 2024-O0006).  
DFARS 252.225-7967 Prohibition Regarding Russian Fossil Fuel Business Operations (Deviation 2024O0006).

**CONTRACT DOCUMENTS, EXHIBITS OR ATTACHMENTS**

**LIST OF ATTACHMENTS**

**ATTACHMENT 1** – COLORADO WYOMING CATALOG OF ITEMS FOR SPE300-25-R-0048

**ATTACHMENT 2** - FPCON

**ATTACHMENT 3** - JOINT SUBSISTENCE POLICY BOARD (JSPB) DOD MENU STANDARDS

**ATTACHMENT 4** - EDI IMPLEMENTATION GUIDELINES FOR SUBSISTENCE PRIME  
VENDOR (STORES)

**ATTACHMENT 5** - STORES-AMPS CUSTOMER\_VENDOR\_REQUEST

**ATTACHMENT 6** - FEMA NOTIFICATION SPREADSHEET

**ATTACHMENT 7** – COLORADO WYOMING CUSTOMER DELIVERY SCHEDULE SPE300-  
25-R-0048

**ATTACHMENT 8** - STORES NEW ITEM REQUEST PROCESS FOR CONTRACTORS

**STATEMENT OF WORK****I. SUPPLIES/SERVICES AND PRICES****1. INTRODUCTION**

- A. **Agency Identification:** Defense Logistics Agency (DLA) Troop Support, Subsistence Supply Chain, is the contracting activity. DLA Troop Support intends to enter into a five-hundred and seventy-three (573) day Prime Vendor bridge contract to supply subsistence products to the customers supported by this solicitation. The Contractor will be responsible for furnishing the full- line of food and beverage items required for Garrison Feeding for DoD and Non-DoD customers located in the Colorado Wyoming region. In addition, the Contractor may also be requested to provide related non-food items to some customers.
- B. **Nature of Action:** A Justification and Approval (J&A) action was approved permitting soliciting DLA requirements on an Other than Full and Open Competition basis. The applicable statutory authority permitting other than full and open competition is 10 U.S.C. § 3204(a)(1), as implemented by FAR 6.302-1-Only One Responsible Source and No Other Supplies or Services Will Satisfy Agency Requirements.
- C. **Description of Supplies:** The Government intends to make one award. The bridge contract resulting from this solicitation will be an Indefinite-Delivery, Indefinite-Quantity (IDIQ), fixed price with Economic Price Adjustment (EPA) bridge contract for Prime Vendor support for a period of 573 days. The proposed bridge contract 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)).
- D. Distribution prices will remain constant during this period. An economic price adjustment clause, 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 (JUN 2017) will be utilized in order to allow adjustments based on the delivered price during any tier period. The contract does not provide for any other adjustments to the contract unit price. Each delivery order issued against the resulting contract will, therefore, be a firm fixed price for products for which the unit price is established in the contract.

**E. Estimated Dollar Value, Guaranteed Minimum Dollar Value, and Maximum Dollar Value**

The estimated dollar value of this bridge solicitation is \$11,471,034.00. The guaranteed minimum dollar value is ten percent (10%) of the estimated dollar value, \$1,147,103.00. The maximum total dollar value is 300% of the estimated dollar value, \$34,413,103.00. The Government's legal obligation under this contract shall only be that of the guaranteed minimum.

The estimated dollar values stated are based on good faith estimates; they are estimates only and are not guaranteed to be purchased by this contract.

**F. Individual Customer Annual Estimates**

Customer Name	Annual Estimates
RECRUITING STATION DENVER	5,659.14

BUCKLEY AIR NATIONAL GUARD	18,573.40
CHEYENNE AIR NATION GUARD	37,217.19
PETERSON AFB/ARAGON DINING	84,285.20
CHADWELL DINING F E WARREN AFB	345,536.19
SCHRIEVER AFB	928,107.92
USAF ACADEMY HIGH COUNTRY	716,439.76
MISSILE ALERT F E WARREN AFB	368,963.43
ARMY BRIGADE, FT CARSON	3,306,906.48
COLORADO NATIONAL GUARD HQ	5,494.34
NM ARMY NATL. GUARD - OPRATS ONLY	3,762.14
226TH MP BN NMARNG@PINON CANYON	59.37

**NOTE:** The table above are the estimates and are being shown for informational purposes only and customer conditions could change.

## **2. EFFECTIVE PERIOD OF CONTRACT – FIXED PRICE INDEFINITE DELIVERY INDEFINITE QUANTITY (IDIQ) CONTRACT - ECONOMIC PRICE ADJUSTMENT (EPA)**

- A. The effective period of the contract will be for a term of five hundred and seventy-three (573) days, effective April 21, 2025, through November 14, 2026.

## **3. CATALOG & MARKET BASKET ITEMS**

- A. This solicitation is for total food and beverage support for Garrison Foodservice Feeding. The successful Contractor shall provide full-line food service items, such as, but not limited to, canned items, dry items, chill items, UHT dairy items, frozen bakery products, frozen meats, frozen seafood and poultry, ice cream, eggs and other dairy products, fresh fruits and vegetables and non-food Food Service Operating Supplies. Currently, fresh milk and fresh bread/bakery items do not have stated requirements within this solicitation, but they are within the scope of this procurement and the Contractor may be required to provide them during the course of contract performance (see paragraph 4 below).
- B. All item descriptions/specifications are included in **ATTACHMENT 1: COLORADO WYOMING CATALOG OF ITEMS FOR SPE300-25-R-0048**. 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.
- C. In addition to 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 be responsible for supplying items that are in compliance with each military service's Food Specification Guide or Buyer's Guide. These guides are created



following DoDM 1338.10 (see Attachment 3) guidelines, policies, and procedures. The individual Service Buyer's Guides provide detailed guidance and specifications for most standard meat, seafood and poultry items required in the recipes and menus. Processed fruits and vegetables and other miscellaneous food service items are also covered by these guides. All the Service Buyer's Guides can be found on the following webpage:

<https://www.dla.mil/Troop-Support/Subsistence/Working-with-Subsistence/#services-buyers-guides>

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.

- D. The Subsistence homepage <https://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 "Working 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.

#### **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. 4862, 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  
700 Robbins Street, Bldg. 6  
Philadelphia, PA 19111
7. Cost Center: 5022304
8. G/L Account: 59000600
9. DODAAC: S33189
10. Vendor Contract Number: SPEXXX-25-D-XXXX
11. Vendor CAGE Code: XXXXX
12. Enter Amount of Payment
13. Complete Vendor Account information
14. Forward vendor confirmation sheet via email to J8ElectroVendorCks@DLA.MIL

**NOTES:**

1. Offered rebate/discount/deviations/rebates must meet the following conditions:  
If an item(s) containing a rebate/discount/deviation is deleted, changed, or replaced, the Prime Vendor shall notify the Contracting Officer in advance via email with the reason(s) for the proposed action. The Prime Vendor must assign a rebate/discount/deviation with the same benefit as the original offered item for similar or replacement item(s). The rebate/discount/deviation must be provided for the balance of time remaining on the original offered rebate/discount/deviation. The Contracting Officer retains the sole discretion to determine similar or replacement items. If an item containing a rebate/discount/deviation is deleted, changed, or replaced and the discount cannot be applied to a new item, the PV must provide reimbursement to DLA Troop Support for the savings that DLA projects based on the original items' rebate/discount/deviation based on the estimated usage minus the benefit for the quantity of the rebate/discount/deviation already received. This requirement may be waived by the Contracting Officer on a case-by-case basis, for example if the replacement was at not the fault of the contractor.

**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:  
  
<https://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.
- 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. The AbilityOne item and commercial products may be used for the same ~~purpose~~.
  - ii. It has effectively the same form, fit and function.
  - 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 yyyyymmdd[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
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	INVDAT	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 Address 1	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
PRQTY	24	WUOM	Case net weight unit of measure	3	Alpha
	25	PACKAGE	Packaging description	35	Alpha
	26	QTYINV	Quantity Invoiced / Returned – A negative is a return!	12	S999999.9999
	27	QTYUOM	Quantity invoiced unit of measure	3	Alpha
	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
OTHER	35	OTHALLOW	All other allowances	12	S999999.9999
	36	OTHALLOWUOM	All other allowances unit of measure	3	Alpha
	37	OTHALLOWCONV	All other allowances conversion	12	S999999.9999
MAKRUP	38	MARKUP	Prime vendor unit distribution price	12	S999999.9999
	39	MARKUPUOM	Prime vendor unit distribution price unit of measure	3	Alpha
	40	MARKUPCONV	Prime vendor unit distribution price conversion	12	S999999.9999
COST	41	LANDCOST	Prime vendor landed cost	12	S999999.9999
	42	LANDCOSTUOM	Prime vendor landed cost unit of measure	3	Alpha
	43	LANDCOSTCONV	Prime vendor landed cost conversion	12	S999999.9999

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 PERCASE)
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 ensure 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 total catalog includes numerous Current Brand Name items. 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.
- C. 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 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 and based on customers' needs. (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.

- J. The Government is not obligated to purchase any items that are required to be cataloged and inventoried pursuant to this section 13, (Inventory Requirement / 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. E, 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, III. Federal Food, Drug and Cosmetic Act-Wholesale Meat Act). 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, offeror 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/vessels, 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.

### **III. 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.

#### **IV. 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 three (3) copies of the delivery ticket/invoice with the shipment. The receiving official will use the delivery ticket/invoice as the receipt document. All three copies must be signed and dated by the customer and the driver. One copy will remain with the customer and the other two copies 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 to the Government.
- 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, at no cost to the Government.
- F. Supplies transported in vehicles which are not sanitary, or which are not equipped to maintain prescribed temperatures, may be rejected without further inspection.

## **V. 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 EPA 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. The Veterinary Feed Directive (VFD) outlines the process for authorizing use of VFD drugs (animal drugs intended for use in or on animal feed that require the supervision of a licensed veterinarian) and provides veterinarians in all states with a framework for authorizing the use of medically important antimicrobials in feed when needed for specific animal health purposes.

## 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. The SPV Contractor shall use First Expired First Out (FEFO); 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.

**3. PRODUCT QUALITY FOR FRESH FRUITS AND VEGETABLES**

- A. 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.

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 shelflife.
- 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.

#### **4. 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.
- 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-day 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-day product shelf life remaining upon delivery.
- H. Sour Cream must have a minimum 21-day product shelf life remaining upon delivery.
- I. Yogurt must have a minimum 21-day product shelf life remaining upon delivery.
- J. Ice Cream must have a minimum 7-month shelf life remaining upon delivery.

**5. ACCEPTANCE REQUIREMENTS FOR FROZEN ITEMS**

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

**6. WARRANTIES**

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

**7. WAREHOUSING AND SANITATION PROGRAM/STORED PRODUCT PESTMANAGEMENT**

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.

**8. 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 Hazard Analysis Critical Control Point (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.

## 9. 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, is operating under such unsanitary conditions as may lead to product contamination or adulteration constituting a health hazard, or which has not been listed in an appropriate Government directory as a sanitarily approved establishment when required.

Accordingly, the supplier agrees that, except as indicated in paragraphs (2) and (3) below, products furnished as a result of this contract will originate only in establishments listed in the U.S. Army Public Health Command (USAPHC) Circular 40-1, Worldwide Directory of Sanitarily Approved Food Establishments for Armed Forces Procurement, (Worldwide Directory) available at:

<https://phc.amedd.army.mil/topics/foodwater/ca/Pages/DoDAApprovedFoodSources.aspx>.

Compliance with the current edition of DoD Military Standard 3006A, Sanitation Requirements for Food Establishments, is mandatory for listing of establishments in the Worldwide Directory. Suppliers also agree to inform the Contracting Officer immediately upon notification that a facility is no longer sanitarily approved and/or removed from the Worldwide Directory and/or other Federal agency's listing, as indicated in paragraph (2) below. Suppliers also agree to inform the Contracting Officer when sanitary approval is regained, and listing is reinstated.

(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 <https://www.fsis.usda.gov/inspection/establishments/meat-poultry-and-egg-product-inspection-directory>. The item, to be acceptable, shall, on delivery, bear on the product, its wrappers or shipping container, as applicable, the USDA shield and applicable establishment number. USDA listed establishments processing products not subject to the Federal Meat and Poultry Products Inspection Acts must be listed in the 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](http://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://www.fsis.usda.gov/wps/portal/fsis/topics/inspection/mpi-directory>. 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](http://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): <https://www.fda.gov/food/federalstate-food-programs/milk-safety-programs-shippers-list>. 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: <https://www.ams.usda.gov/publications/content/general-specifications-dairy-plants-approved-usda-inspection-and-grading>) 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](http://www.fda.gov/food/guidanceregulation/federalstatefoodprograms/ucm2006753.htm).



(xi) Establishments exempt from Worldwide Directory listing. Refer to AR40-657/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](http://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.

## 10. 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.

The Contractor may undergo an audit at least once per contract period. The audits are conducted as a product cutting. The cost of one Food Audit is estimated at \$19,000.00 (for product cost only). The Contractor will provide samples of catalog items chosen by the Government at a cost of up to \$19,000.00 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 \$2,000. 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:** 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.

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

- 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.

- d. 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.
- e. 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 contractors approved Food Defense Plan.
- f. 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.
- g. During the Prime Vendor Audit the DLA Troop Support Lead Auditor will assign an item rating based on compliance with or departure from stated requirements as specified in the DLA Troop Support NSN, LSN, or NAPA catalogs. Items will also be audited to determine compliance with the Berry Amendment, approved source requirements, FDA Retail Food Code, USDA-AMS Warehousing Standards, Good Manufacturing Practice, Food Safety.

Modernization Act, additional provisions of the Code of Federal Regulations and other applicable standards, regulations, and contract requirements.

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

- h. 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 T 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 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 tub 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 customers are derived from Approved Sources and meet the Berry Amendment requirements (unless otherwise is excluded in the contract/FAR/DFARS 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 2025 fee - \$163 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 \$5,216 (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 (check made payable to the US Department of Treasury) to the Contracting Officer within **45** Calendar days of the request.

#### 7. Audit Failures

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

## VI. ORDERING and DELIVERIES & PERFORMANCE

### 1. START-UP / IMPLEMENTATION PERIOD / TRANSITION PLAN

- A. A start-up/implementation period for the proposed bridge contract begins immediately after award and no later than April 21, 2025.
- 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); 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-transmission at least 14 calendar days prior to the first order date. The Contractor shall submit a proposed implementation schedule to the Contracting Officer within ten (10) days after award highlighting the steps that will be taken to implement a fully functional distribution account, including all EDI transactions (and testing), for all customers covered by this solicitation.

Post award conference: within **14** calendar days of contract award.

Submit a complete 832 transaction: **immediately after contract award**

Submit phase-out plan to Contracting Officer: **immediately after contract award**

Ensure Access to all Bases: **immediately after contract award**

Receive first order: April 21, 2025

- C. 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.
- D. Many bases may require enrollment in either Rapid Gate or the Defense Biometric Identification

System (DBIDS). (See Security Measures, Section VII. 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 2<sup>nd</sup> 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.

## **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 same day the emergency order was placed. 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. The Contractor shall be responsible for completing no more than two Emergency orders per customer, per month, without 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.

## **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 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. Once approved by the Contracting Officer, the Contractor shall immediately source the item. 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 lead-time(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.

## 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 fax, or email) by 12:00pm (noon), Contractor local time, the day prior to delivery. The 12:00 pm (noon) cutoff time does not apply to new orders placed for product substitutions of items that were not-in-stock (see paragraph 7 below.)
- 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 fax, or 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 above (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 ~~are~~:
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.

#### **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 4 - 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.

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 5 - STORES-AMPS CUSTOMER\_VENDOR\_REQUEST**.

3. The awardee shall be required to interface with STORES and must be able to support the following EDI transactions:
  - i. 810 – Electronic Invoice
  - ii. 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](http://www.dla.mil/Portals/104/Documents/TroopSupport/Subsistence/STORES_and_EDI_Requirements.pdf) or see **ATTACHMENT 4 - EDI IMPLEMENTATION GUIDELINES FOR SUBSISTENCE PRIME VENDOR (STORES)**.

4. The Contractor shall have access to the Internet and be able to send and receive electronic mail (email).
5. Unit prices and extended prices must be formatted not more than two (2) places to the right of the decimal point. Standard rounding methods must be applied.
6. 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 4 - 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:  
<https://www.gs1.org/standards industry/foodservice/standards-in-use> 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 fax, email, or phone, and the Contractor shall deliver in accordance with the order required delivery date. In order to assure customer inventory receipting, and prompt Contractor payment and customer billing, the order must still be input by the customer into STORES as soon as possible. **The Contractor shall receive the STORES order and Purchase Order (PO) number before invoicing.** The STORES order generates the Purchase Order numbers and the funding commitment in our financial system. A Purchase Order number is one of the contractually required fields of your invoice, and **if your invoice does not have a Purchase Order number, it will not get paid. If the Contractor does not timely receive a STORES order for prior fax, email, or phone orders, immediately contact your Contracting Officer, Acquisition Specialist, or Account Manager.**
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, Fax, Email Changes to existing STORES Orders:** Customers may only revise the required quantities for the line-items (LSNs) on an existing STORES PO, i.e. customers may require the Contractor to reduce the quantity for, increase the quantity for, or cancel in its entirety (zero quantity), any line-item(s) on an existing STORES order, in accordance with Subsection 5 above. 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.
- 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 list of all the customers to be serviced under this bridge solicitation. See **ATTACHMENT 7 – COLORADO WYOMING CUSTOMER DELIVERY SCHEDULE SPE300-25-R-0048** for a complete listing of all customers supported under this solicitation and their delivery addresses. Refer to Paragraph F. Individual Customer Annual Estimates under Section I. Supplies/Services and Prices for a list of the customers that have placed orders in the last 12 months and their estimated sales usage.



**DELIVERY LOCATIONS**

FACILITY NAME	CUSTOMER_BUILDING	ADDRESS 1	Customer City	Customer State
SSMO FT CARSON	BLDG 2061	5109 SPECKER AVE	FORT CARSON	COLORADO
WARFIGHTER IVY WARRIOR REST	BLDG 9439	10129 WARFIGHTER RD	FORT CARSON	COLORADO
KIOSK OUTPOST	CARSON CAFE	6590 MCGRATH AVE	FORT CARSON	COLORADO
JUNIOR NCO ACADEMY	BLDG 9120	8721 FRANK BALDWIN RD.	FORT CARSON	COLORADO
LAROCHELLE IVY WARRIOR	BLDG 7481	7830 BAD TOELZ RD	FORT CARSON	COLORADO
WOLF IVY WARRIOR REST	BLDG 1444	59 SPECKER AVE	FORT CARSON	COLORADO
STACK IVY WARRIOR REST	BLDG 2330	6811 UTAH BEACH DRIVE	FORT CARSON	COLORADO
CULINARY OUTPOST FOOD TRUCK	BLDG 2461	7098 MCGRATH AVE	FORT CARSON	COLORADO
CULINARY ACADEMY	BLDG 2461		FORT CARSON	COLORADO
ARMY BRIGADE @ PINON CANYON	BLDG 150	36086 U.S. HWY 350	MODEL	COLORADO
143RD @ FORT CARSON, CO	BLDG 150			COLORADO
SSMO/CO ARMY NG IN FT CARSON CO	BLDG 9121	8721 FRANK BALDWIN ROAD	FORT CARSON	COLORADO
HQ 168TH REGIMENT (RTI)		1181 KILMER ST	GOLDEN	COLORADO
BUCKLEY AIR NATIONAL GUARD	BLDG 706	140 SOUTH ASPEN	AURORA	COLORADO
PETERSON AFB/ARAGON DINING	BLDG 440	440 WEST ENT ST.	PETERSON AFB	COLORADO
SCHRIEVER AFB	BLDG 300	300 O'MALLEY AVE STE 13	COLORADO SPRINGS	COLORADO
SCHRIEVER 310/FSS		26 TALON WAY	COLORADO SPRINGS	COLORADO
USAF ACADEMY HIGH COUNTRY	BLDG 5218	5218 CEDAR DRIVE SUITE 100	USAF ACADEMY	COLORADO
USPFO-CO GOLDEN CO	N/A	1181 KILMER STREET	GOLDEN	COLORADO
CHADWELL DINING F E WARREN AFB, BLDG 440 325 10TH CAVALRY AVE. CHEYENNE WY 82005	BLDG 440	325 CALVARY ROAD	CHEYENNE	WYOMING
MISSILE ALERT F E WARREN AFB, 1807 COMMISSARY RD. CHEYENNE, WY 82001	BLDG 837	1807 COMMISSARY ROAD	CHEYENNE	WYOMING
CHEYENNE AIR NATION GUARD	N/A	217 DELL RANGE BLVD		WYOMING
RECRUITING STATION DENVER	SUITE 304	621 EAST 17TH AVE	DENVER	COLORADO
CLB 453 CLR 4 4TH MLG BUCKLEY AFB	N/A	7 N. SNOWMASS ST. STOP 61	AURORA	COLORADO
BTRY Q 5THBN 14THMAR BUCKLEY AFB	N/A	7 NORTH SNOWMASS ST. MS4,	AURORA	COLORADO
226TH MP BN New Mexico ARNG@PINON CANYON	BLDG 350	360 86 US HIGHWAY 350	MODEL	COLORADO
KANSAS ARNG @ Guernsey WY	605 TISA	HWY 26 FREEMONT AVE & SUBLETTE AVE	GUERNSEY	WYOMING
KANSAS ARNG @ Guernsey WY	BLDG 605	HWY 26 FREEMONT AVE & SUBLETTE AVE	GUERNSEY	WYOMING
IOWA ARNG AT GUERNSEY WY_ W7M8				
USPFO ACTIVITY IA ARNG	WHSE 12	7105 NW 70TH AVE	JOHNSTON	IOWA
CP GUERNSEY, WY ARMY NG	BLDG 605	51 S. GUERNSEY HIGHWAY	GUERNSEY	WYOMING

**NOTE:** There are delivery locations listed above that are currently inactive. These locations are subject to become active during the performance period of the contract.

**10. ADDITION OF CUSTOMERS****A. Adding customers within the contract geographic distribution region:**

1. Additional DoD and non-DoD federal government customers that request DLA Troop Support foodservice support will be added on to the contract resulting from this solicitation, without any new acquisition or competition process, if the customer(s) is within the geographic distribution region covered by this contract. This may include Indian Tribal Organizations (ITOs), as determined by the Contracting Officer.
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 potentially 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 DLA Troop Support Contracting Officer.
- B. 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.

**NOTE: Unless otherwise directed by the Contracting Officer, the contractor will not submit 832 catalog transactions during the weeks of Thanksgiving, Christmas, and New Year's Day, meaning that prices will be held until the subsequent two-week pricing period.**

## 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 1** – COLORADO WYOMING CATALOG OF ITEMS FOR SPE300-25-R-0048 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. FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) Order Tracking**

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. See **ATTACHMENT 6** - FEMA NOTIFICATION SPREADSHEET for a sample.

B. For orders shipped directly to destination by the Prime Vendor, the information shall be emailed to [FEMA-TRACC-HQ@fema.dhs.gov](mailto:FEMA-TRACC-HQ@fema.dhs.gov) with a copy to the contracting officer and contract specialist.

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](mailto:delivery@dla.mil).

## **VII. 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 ensuring 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 submitting 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/](http://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. The Food Defense Plan must also be updated annually and submitted to the Contracting Officer for review and acceptability.
- C. The Contractor/Vendor must take all practicable measures that are within its control to deter or prevent tampering or contamination of supplies provided for under this contract solicitation. The Contractor/Vendor must immediately inform DLA Troop Support Subsistence of any attempt or suspected attempt by any party or parties, known or unknown, to tamper with or contaminate subsistence supplies.
- 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:  
[https://www.dla.mil/Portals/104/Documents/TroopSupport/Subsistence/FoodSafety/FoodQuality/food\\_defense\\_check19MAR20.pdf](https://www.dla.mil/Portals/104/Documents/TroopSupport/Subsistence/FoodSafety/FoodQuality/food_defense_check19MAR20.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 and/or ships 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 \$255 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 Fortior Solutions 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 (approximately 4-6 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, Fortior Solutions, 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 pre-enrollment instructions, please visit their websites at DBIDS (dmdc.mil) and [www.fortiorsolutions.com](http://www.fortiorsolutions.com). The New and Existing Customer Enrollment Checklist can be accessed via the following link:

[extension://efaidnbmnnnibpcajpcglefindmkaj/https://eform.rapidgate.com/content/Enrollment\\_Checklist.pdf](https://efaidnbmnnnibpcajpcglefindmkaj/https://eform.rapidgate.com/content/Enrollment_Checklist.pdf)

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 2 – 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 percentage in this solicitation and encompass any possible addition to peacetime quantities. The

objective of this requirement is to obtain contractual coverage to meet the S&S quantities and sustainable accelerated delivery specified in this solicitation. S&S coverage includes access to production capability as well as vendor owned or managed inventory/safety stocks. Offerors will be evaluated on their ability to meet the terms and conditions of the S&S requirements.

S&S/Contingency 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, within first 30 days, 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 (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.

**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. Offerors' S&S CAP must be approved by the Contracting Officer prior to award.

- (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 catalog of items 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.



**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. The Contractor must achieve Small Business goals identified in proposal and accepted by the Government during the performance period of this contract.

At a minimum, the Prime Vendor will obtain at least 23.17% of the supplies for proposed contract from all SB firms (vs. LB firms) as indicated the DoD Office of Small Business Programs pertaining to subcontracting goals for FY25. Within the subcategories, the Prime Vendor will obtain the minimum percentage for the following goals: 5% from SDB, 5% from WOSB, 5% from SDVOSB firms, and 3% from HUBZone firms.

- 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 for approval.

## **VIII. 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. 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 thirty 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. weekly, no later than 1:30 PM local Philadelphia time on Wednesday**).
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.
4. 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.
5. 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.

**NOTE:** During the weeks of Thanksgiving, Christmas, and New Year's Day the Contracting Officer **may** require that prices be held for the following week.

D. Catalog Changes

Submission of 832 catalog transactions for all changes, additions, deletes and/or additions is required to be submitted by Wednesday 1:30pm 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.

The Contractor shall source the item and submit their portion of the New Item Request Process in STORES. See **ATTACHMENT 8 – STORES NEW ITEM REQUEST PROCESS FOR CONTRACTORS**.

**NOTE:** The Contractor will be required to support new item requests submitted by customers, as well as submit replacement item requests within STORES as future menu requirements change.

- B. Each Contractor request to the Contracting Officer to add new item(s) must include the following documentation: copy of manufacturer's/grower's/private label holder's or Redistributor's original invoice and a screen shot in your electronic purchasing system signifying the delivered price, or a written price quote on the manufacturer's letterhead if the item is not currently in stock, and a written copy of the **manufacturer's** technical specification from the **manufacturer, grower, private label holder, or redistributor's**, and clear, legible images of the Principal 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.

- C. Once an item has been authorized and approved by the Contracting Officer, written notification will represent the Contracting Officer's determination of price reasonableness.
- D. 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.
- E. The approved price for any/all items as submitted on the LSN Request Form WILL 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.

- F. 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 Land Base/ Non-Navy ship customers and 98.0% for Navy ship customers.

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. 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%.

- C. 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.
- D. See paragraph VII.4.A above for the calculation of fill rate for catch-weight items.
- 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

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

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\*\*\*This is an example of the pre-formatted DLA Troop Support Vendor Fill Rate PO Summary Spreadsheet.

## 5. FOOD SHOWS

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- 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.

## **6. 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 meetings 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,” 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.

- (a) The Government has determined that offers of surplus material will not be considered for this acquisition.

## **IX. SPECIAL CONTRACT REQUIREMENTS**

### **1. NON-COMPETE PROVISION**

- A. 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

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

	Report Received from Contractor	Frequency
(i)	Fill Rate, Non-Catch-Weight Items	Weekly & Monthly
(ii)	Fill Rate, Catch-Weight Items	Weekly & Monthly
(iii)	Ability One Subcontracting	Monthly
(iv)	<b>Vendor Catalog (832 Transmission)</b>	<b>Weekly</b>
(v)	Small Business	Monthly
(vi)	Descending Case	Monthly
(vii)	Descending Dollar	Monthly
(viii)	NAPA Report	Monthly
(ix)	Customer Contact/Visits	Monthly
(x)	<b>Not in Stock (NIS)</b>	<b>Monthly &amp; As Required</b>
(xi)	Government Rebates and Discounts (General)	Monthly
(xii)	Government Rebates and Discounts (Food Show) (Contractor will report any rebate/discount additions, deletions, or changes by item)	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:

### (1) 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 March 2020 shall include all orders placed for deliveries covering the period from February 1st through February 28<sup>th</sup> (or 29<sup>th</sup> in a leap year). This would normally include orders placed the last day(s) of February 2020. 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 the 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.

**(2) AbilityOne 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.

**(3) Vendor Catalog (832 Transmission):**

The Contractor will submit the 832 Transmission weekly. This weekly transmission will include approved new item additions and/or deletes, and price changes for existing cataloged items. This transmission may also include PRF, Prime Vendor product number changes, NAPA LSN updates, for existing cataloged items.

**(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 allowance 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. The Contracting Officer may request a NIS report as required during the month.

**(10) Government Rebates and Discounts:**

- a. General: The Contractor shall provide a monthly report identifying any and all Government Rebates and Discounts received by the Contractor, and the amount passed on to the Government. The Contractor must indicate the type of Government Rebates and Discounts received by the Contractor, whether they are being passed on to the Government customers consistent with its Price Proposal, whether they are of limited or special duration, and the amount that has been passed on to the Government, in the form of an upfront price reduction.
  - (i) This report should summarize the savings passed along to the customers in the form of general Government Rebates and Discounts. List each customer, the amount, the manufacturer/broker name, and quantity ordered. General Government Rebate and Discount figures should be listed per customer, per contract and per manufacturer.
- b. Food Show: This report should show a detailed break out of all savings received at your Food Show. This report is not a monthly requirement but is based on the timing of your Food Show. List each customer, the Food Show amount, the manufacturer/broker name, and quantity ordered. Food Show Government Rebates and Discounts should be listed per customer, per contract, and per manufacturer. The total should be per customer and per contract.

**NOTE:** Offered rebate/discount/deviations/rebates must meet the following conditions:

If an item(s) containing a rebate/discount/deviation is deleted, changed, or replaced, the Prime Vendor shall notify the Contracting Officer in advance via email with the reason(s) for the proposed action. The Prime Vendor must assign a rebate/discount/deviation with the same benefit as the original offered item for similar or replacement item(s). The rebate/discount/deviation must be provided for the balance of time remaining on the original offered rebate/discount/deviation. The Contracting Officer retains the sole discretion to determine similar or replacement items. If an item containing a rebate/discount/deviation is deleted, changed, or replaced and the discount cannot be applied to a new item, the PV must provide reimbursement to DLA Troop Support for the savings that DLA projects based on the original items' rebate/discount/deviation based on the estimated usage minus the benefit for the quantity of the rebate/discount/deviation already received. This requirement may be waived by the Contracting Officer on a case-by-case basis, for example if the replacement was at not the fault of the contractor.

**(11) Earned Income Categories:**

Any changes, additions or deletions to those categories identified by the contractor in their price proposal that occur during bridge 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 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.

## **2. SUBMITTED PLANS FROM CONTRACTOR**

- A. All plans submitted under this solicitation shall be incorporated into the resultant bridge contract. Final negotiated prices shall become the baseline catalog prices at the start of the bridge contract and at the time of first order.