

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE PAGE OF PAGES  
1 23

2. AMENDMENT/MODIFICATION NO. 0015	3. EFFECTIVE DATE 05/02/2017	4. REQUISITION/PURCHASE REQ. NO. See Block 14	5. PROJECT NO. (If applicable)
6. ISSUED BY DLA TROOP SUPPORT DIRECTORATE OF SUBSISTENCE 700 ROBBINS AVENUE PHILADELPHIA PA 19111-5096	CODE SPE300	7. ADMINISTERED BY (If other than Item 6) CODE	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)	<input checked="" type="checkbox"/>	9A. AMENDMENT OF SOLICITATION NO. SPE30017R0013
	<input checked="" type="checkbox"/>	9B. DATED (SEE ITEM 11) 2016 DEC 02
	<input type="checkbox"/>	10A. MODIFICATION OF CONTRACT/ORDER NO.
	<input type="checkbox"/>	10B. DATED (SEE ITEM 13)
CODE	FACILITY CODE	

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:  
 (a) By completing Items 8 and 15, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

**13. THIS APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

**E. IMPORTANT:** Contractor  is not,  is required to sign this document and return \_\_\_\_\_ copies to issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

See Attached Continuation Sheet(s).

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
15B. CONTRACTOR/OFFEROR	16B. UNITED STATES OF AMERICA
15C. DATE SIGNED	16C. DATE SIGNED
(Signature of person authorized to sign)	(Signature of Contracting Officer)

SECTION I - Solicitation Amendment

1. The following additional clauses are incorporated by reference:

CLAUSE NUMBER	TITLE/DATE
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper (May 2011) FAR
52.204-9	Personal Identity Verification of Contractor Personnel (Jan 2011) FAR
52.204-16	Commercial and Government Entity Code Reporting (Jul 2016) FAR
52.204-17	Ownership or Control of Offeror (Jul 2016) FAR
52.204-18	Commercial and Government Entity Code Maintenance (Jul 2016) FAR
52.204-19	Incorporation by Reference of Representations and Certifications(Dec 2014) FAR
52.204-20	Predecessor of Offeror (Jul 2016) FAR
52.208-9	Contractor Use of Mandatory Sources of Supply or Services (May 2014) FAR
52.209-7	Information Regarding Responsibility Matters (Jul 2013) FAR
252.209-7004	Subcontracting with Firms that are Owned or Controlled by the Government of a Country That is a State Sponsor of Terrorism (Oct 2015) DFARS
52.216-22	Indefinite Quantity (Oct 1995) FAR
52.222-50	Combating Trafficking in Persons (Mar 2015) FAR
52.232-17	Interest (MAY 2014) FAR
52.233-2	Service of Protest (Sep 2006) FAR
52.242-13	Bankruptcy (Jul 1995) FAR
252.243-7001	Pricing of Contract Modifications (Dec 1991) DFARS
52.249-8	Default (Fixed-Price Supply & Service) (Apr 1984) FAR
52.252-6	Authorized Deviation in Clauses (Apr 1984) FAR
52.253-1	Computer Generated Forms (Jan 1991) FAR
252.243-7002	Requests for Equitable Adjustment (DEC 2012) DFARS

2. The following additional clauses are set forth in full text.

Please complete the following clause:

52.215-6 Place of Performance (Oct 1997) FAR

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, intends, does not intend [check applicable block] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance(Street Address, City,  
State, County, Zip Code)  
Respondent

Name and Address of Owner and Operator of  
the Plant or Facility if Other Than Offeror or

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## L09 Reverse Auction (OCT 2016)

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

- (1) The contracting officer may use reverse auction as the pricing technique during discussions to receive the final offered prices from each offeror.
- (2) During each round of reverse auction, the system displays the lowest offer price(s) unless the auction instructions are different. All offerors and authorized auction users see the displayed lowest price(s). This disclosure is anonymous and a generic identifier displays for the offeror. Generic identifiers include designators such as "offer A" or "lowest-priced offeror." By submitting a proposal in response to the solicitation, offerors agree to participate in the reverse auction and that their prices may be disclosed, including to other offerors, during the reverse auction.
- (3) An offeror's final auction price at the close of the reverse auction is considered its final price proposal revision. No price revisions will be accepted after the close of the reverse auction, unless the contracting officer decides that further discussions are needed and final price proposal revisions are again requested in accordance with Federal Acquisition Regulation (FAR) 15.307, or the contracting officer determines that it would be in the best interest of the Government to re-open the auction.
- (4) The contracting officer identifies participants to the DLA commercial reverse auction service provider. To be eligible for award and participate, the offeror must agree with terms and conditions of the entire solicitation and the commercial reverse auction service. The reverse auction pricing tool system administrator sends auction information in an email. The reverse auction system designates offers as "lead," meaning the current low price in that auction, or "not lead," meaning not the current low price in that auction. In the event of a tie offer, the reverse auction provider's system designates the first offer of that price as "lead" and the second or subsequent offer of that price as "not lead." If a tie offer is submitted and no evaluation factors other than price were identified in the solicitation or a low-price technically acceptable source selection is being used, the "Not Lead" offeror that submitted the tie offer must offer a changed price; otherwise its offer will be ineligible for award. If evaluation factors in addition to price were listed in the solicitation and a tradeoff source selection is being used, tie offers that are "Not Lead" will be considered and evaluated.
- (5) Offerors unable to enter pricing through the commercial reverse auction service provider's system during a reverse auction must notify the contracting officer or designated representative immediately. The contracting officer may, at their sole discretion, extend or re-open the reverse auction if the reason for the offeror's inability to enter pricing is determined to be without fault on the part of the offeror and outside the offeror's control.
- (6) Training. The commercial reverse auction service provider or government representative conducts training for offerors. Offerors receive training through written material, the commercial reverse auction service provider's website, or other means. Trainers name employees successfully completing the training as a "Trained Offeror." Only trained offerors may engage in a reverse auction. The contracting officer reserves the right to remove the "trained offeror" title from anyone who fails to obey the solicitation or commercial reverse auction service provider terms and conditions.

3. Amendment 0009 (TX/OK), page 2, delete and replace II. PACKAGING AND LABELING/MARKING, H with the following:

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.

4. TX/OK Statement of Work, page 41, Sanitary Conditions, paragraph (4), Delete and replace with the following paragraph:

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. (see change above)

5. Amendment 0009 (TX/OK), Page 2, II. PACKAGING AND LABELING/MARKING delete and replace paragraph C with the following:

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.

6. Amendment 0009 (TX/OK), page 2, number 1, delete and replace with the following:

Prepare and return 3 copies of the Non-Price Proposal (1 printed copy and 1 CD that contains both documents, a locked PDF file and an editable Microsoft Word file). An editable Microsoft Word file is not required for the Food Defense Plan. Prepare and return 3 copies of the Business Proposal (1 printed copy and 1 CD that contains both documents, a locked PDF file and an editable Microsoft Excel file. For the printed copy, each tab of the spreadsheet should be printed separately).

7. Amendment 0004 (TX/OK), page 2, Business Proposal - Volume II, I. Price Proposal, the following sentence is changed from "Offered pricing that is submitted using DLA Troop Support Quote Spreadsheet must be within 45 days prior to the closing date of the solicitation" to "Offered pricing that is submitted using DLA Troop Support Quote Summary Spreadsheet must be within 75 days prior to the closing date of the solicitation". Any other reference to 45 days pertaining to quote summary spreadsheet is hereby revised to 75 days.

8. TX/OK solicitation page 21, clause 252.216-7006 ORDERING (MAY 2011) DFARS is deleted and replaced with:

252.216-7006 ORDERING (MAY 2011) DFARS

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

9. TX/OK solicitation page 21, clause 52.217-09 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000) FAR is deleted and replaced with:

52.217-09 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000) FAR

(a) The Government may extend the term of this contract by written notice to the Contractor within 60 days of the expiration of the base or option period; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 months.

10. TX/OK Solicitation page 32, clause 52.211-9011 DELIVERY TERMS AND EVALUATION (APR 2014) DLAD is deleted and not replaced.

11. TX/OK Statement of Work, page 24, 10. NATIONAL ALLOWANCE PROGRAM AGREEMENT (NAPA) DISCOUNTS, paragraph B, the following sentence is added "In the event the NAPA Program is updated, the contractor will be required to comply with any successor discount program."

12. TX/OK, Statement of Work, page 30, paragraph J: revise reference I.14 to I. 13.

13. TX/OK, Statement of Work, page 37-38, 6. Food Defense, paragraph C, the Note is deleted and replaced with:

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

14. TX/OK, Statement of Work, page 78, 7. Submission Requirements, Non-Price Proposal-Volume I, the first NOTE is deleted and replaced with:

NOTE: Electronic copies of Non-Price Proposals shall be submitted in Microsoft Word and Adobe PDF.

15. TX/OK, Statement of Work, page 96, ADDENDUM TO FAR 52.212-2, the following paragraph is deleted:

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

And replaced with:

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

16.  
a) TX/OK, Statement of Work, ADDENDUM TO FAR 52.212-2, Evaluation Factors for Award, Non-Price Proposal Evaluation, Section A, Technical Factors I-IV, delete the following language:

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

Replace with the following language:

If more than one facility will be used to store and/or distribute product, the Government will evaluate each entity separately, and then determine a combined rating for this factor.

b) TX/OK, Statement of Work, ADDENDUM TO FAR 52.212-2, Evaluation Factors for Award, Non-Price Proposal Evaluation, Section B, Past Performance, delete the following language:

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

Replace with the following language:

If more than one facility will be used to store and/or distribute product, the Government will evaluate each entity separately, and then determine a combined rating for this factor.

c) TX/OK, Statement of Work, ADDENDUM TO FAR 52.212-2, Evaluation Factors for Award, Non-Price Proposal

Evaluation, Section A, Technical Factors II, Resource Availability, add the following language:

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

17. TX/OK, Statement of Work, ADDENDUM TO FAR 52.212-2, Evaluation Factors for Award, Non-Price Proposal Evaluation, Section A, Technical Factors IV, delete the following language:

The Food Defense Plan will be considered acceptable if the score is greater than or equal to 80 for all nine elements of the DLA and the plan reasonably assures product integrity of all delivered products.

Replace with the following language:

The Food Defense Plan will be considered unacceptable if one of the nine elements of the DLA Troop Support Food Defense Checklist is rated unacceptable.

18. TX/OK solicitation, page 1, Block 10, the NAICS is corrected to read "311999", and the Size Standard is "500".

19. TX/OK, Statement of Work, page 19, paragraph 5. DOMESTIC ITEMS/BERRY AMENDMENT, delete the reference to (Aug 2016) with no replacement.

20. TX/OK, Statement of Work, pages 51-52, paragraph 4. SPECIAL ORDER ITEMS and DELIVERY TERMS, subparagraph C, delete and replace with the following:

For items not maintained on the catalog, when required, the customer will provide written email request to the Contractor, and copy the DLA TROOP SUPPORT Contracting Officer/Contract Specialist and Account Manager, for such Special Order items, to include the item description, LSN if known, quantity and required delivery date. The Contractor shall immediately source the Special Order item(s), and shall provide the request to add the item(s) to the contract catalog to the Account Manager, with a copy to the Contracting Officer/Contract Specialist, within 5 working days of receipt of the customer requirement/request, in accordance with paragraph VI.3.B. below. Annotate "SPECIAL ORDER ITEM" on the request form. The Contractor shall be required to make deliveries of Special Order items, as required, no greater than 21 days (for existing suppliers) after approval by the Contracting Officer of the Contractor's add-item request, or no greater than 45 days from Contracting Officer approval when the item supplier is a new source for the Contractor, i.e. the Contractor does not have an existing Purchase Agreement in place with the new item supplier at the time of the Contracting Officer's approval to add the item.

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

21. TX/OK, Statement of Work, pages 51-52, paragraph 4. SPECIAL ORDER ITEMS and DELIVERY TERMS, subparagraph G, delete with no replacement.

22. TX/OK, Statement of Work, page 53, paragraph 6. SUBSISTENCE TOTAL ORDER AND RECEIPT ELECTRONIC SYSTEM (STORES), subparagraph A., last sentence, "Reference I" is changed to "Attachement 9".

23. TX/OK, Statement of Work, pages 54-55, section C. STORES Ordering Process, paragraph 4 is deleted and replaced with:

"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 5. ORDER CHANGE and CANCELLATION TIMES above. In this event, the Contractor shall clearly annotate the quantity adjustment on the delivery ticket/invoice, and the customer shall receipt the correct delivered quantity."

24. TX/OK, Statement of Work, page 67, paragraph E is deleted and replaced with:

"E. See paragraph VI.4.B above for the calculation of fill rate for catch-weight items."

25. TX/OK, Statement of Work, pages 76-77, paragraph 6.I.B. Delete and replace with:

Your Non-Price Proposal and Business Proposal must be submitted in writing, in accordance with the Submission Requirements below. The Non-Price Proposal must be prepared separately in the quantities shown below and shall not be combined with the Business Proposal. Proposals will be evaluated in accordance with the factors listed in the solicitation. The rating methodology for the Non-Price Proposal will be adjectival, i.e., Outstanding, Good, Acceptable, Marginal, and Unacceptable for Section A., Technical Factors. For Section B., Past Performance will be evaluated to establish a performance confidence assessment rating of Substantial Confidence, Satisfactory Confidence, Limited Confidence, No Confidence, or Neutral Confidence. Within these ratings, recency, relevancy, and quality of past performance will be assessed as Recent and Not Recent, and Very Relevant, Relevant, Somewhat Relevant, and Not Relevant, respectively.

26. TX/OK Statement of Work, page 104, delete "252.209-7994 Representation by Corporations Regarding an Unpaid Delinquent Tax Liability or a Felony Conviction under any Federal Law-Fiscal Year 2014 Appropriations."

27. TX/OK Statement of Work, page 106, delete "REMOVAL OF GOVERNMENT IDENTIFICATION FROM NON-ACCEPTED SUPPLIES"

28. TX/OK Statement of Work, page 107, the heading is revised to read "FAR 52.204-21 is incorporated into the heading Basic Safeguarding of Covered Contractor Information System (Jun 2016)."

29. TX/OK solicitation, pages 4-6, delete:

52.212-04 CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS (MAY 2015) FAR (a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights- (1) Within a reasonable time after the defect was discovered or should have been discovered; and (2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item. (b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract. (c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties. (d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract. (e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference. (f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence

with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence. (g) Invoice. (1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include— (i) Name and address of the Contractor; (ii) Invoice date and number; (iii) Contract number, contract line item number and, if applicable, the order number; (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered; (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading; (vi) Terms of any discount for prompt payment offered; (vii) Name and address of official to whom payment is to be sent; (viii) Name, title, and phone number of person to notify in event of defective invoice; and (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract. (x) Electronic funds transfer (EFT) banking information. (A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract. (B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer—Other Than Central Contractor Registration), or applicable agency procedures. (C) EFT banking information is not required if the Government waived the requirement to pay by EFT. PAGE 4 OF 33 PAGES CONTINUATION SHEET REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE300-17-R-0013 (2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR Part 1315. (h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings. (i) Payment.— (1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. (2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR Part 1315. (3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause. (4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made. (5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall— (i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the— (A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment); (B) Affected contract number and delivery order number, if applicable; (C) Affected contract line item or subline item, if applicable; and (D) Contractor point of contact. (ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer. (6) Interest. (i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid. (ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract. (iii) Final decisions. The Contracting Officer will issue a final decision as required by 33.211 if— (A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days; (B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or (C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2). (iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment. (v) Amounts shall be due at the earliest of the following dates: (A) The date fixed under this contract. (B) The date of the first written demand for payment, including any demand for payment resulting from a default termination. (vi) The interest charge shall be computed for the actual number of calendar days

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involved beginning on the due date and ending on- (A) The date on which the designated office receives payment from the Contractor; (B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or (C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor. (vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract. (j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon: (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or (2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination. (k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties. (l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the PAGE 5 OF 33 PAGES CONTINUATION SHEET REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE300-17-R-0013 satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided. (m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience. (n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession. (o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract. (p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items. (q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract. (r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti- Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity. (s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) The schedule of supplies/services. (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause. (3) The clause at 52.212-5. (4) Addenda to this solicitation or contract, including any license agreements for computer software. (5) Solicitation provisions if this is a solicitation. (6) Other paragraphs of this clause. (7) The Standard Form 1449. (8) Other documents, exhibits, and attachments. (9) The specification. (t) Central Contractor Registration (CCR). (1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document. (2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the

contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name. (ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract. (3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract. (4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via CCR accessed through <https://www.acquisition.gov> by calling 1-888-227-2423 or 269-961-5757.

And replaced with:

"52.212-04 Contract Terms and Conditions -- Commercial Items (Jan 2017)

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

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

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

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

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

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

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

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an

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

(g) Invoice.

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

(i) Name and address of the Contractor;

(ii) Invoice date and number;

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) Payment.

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

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

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

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

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

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

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

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

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

(D) Contractor point of contact.

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

(6) Interest.

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

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

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

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

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

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

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

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

(A) The date fixed under this contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- (1) The schedule of supplies/services.
- (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause.
- (3) The clause at 52.212-5.
- (4) Addenda to this solicitation or contract, including any license agreements for computer software.
- (5) Solicitation provisions if this is a solicitation.
- (6) Other paragraphs of this clause.
- (7) The Standard Form 1449.
- (8) Other documents, exhibits, and attachments.
- (9) The specification.

(t) System for Award Management (SAM).

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the SAM database to ensure it is current, accurate and complete. Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)

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

notification of its intention to:

(A) Change the name in the SAM database;

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

(C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

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

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

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

(u) Unauthorized Obligations.

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

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

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

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

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

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

ADDENDUM TO FAR 52.212-04 IS HEREBY ADDED TO THE SOLICITATION

Contract Terms and Conditions - Commercial Items

The following paragraph(s) of 52.212-4 are amended as indicated below:

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

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

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

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

(c) Changes.

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

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

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

(3) If such change causes an increase or decrease in the cost of, or time required for, performance for any part of the work under this contract, the Contracting Officer 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:

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

(4) All invoicing for payment is to be filed electronically using EDI transaction set 810 (See 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 30 days after delivery.

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

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

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

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

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

DFAS - Columbus Center  
Attn: DFAS - CO-SEPS  
P.O. BOX 182317  
COLUMBUS, OH 43218-6260

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

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

DoDAAC;

Contract line listed in numeric sequence (also referred to as CLIN order);

Item nomenclature;

LSN;

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

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

(11) Vendors are required to use the Vendor Reconciliation Tool [see 4. (10) below] to identify and correct mismatches between invoices submitted and customers posted receipts. It is the responsibility of the Contractor to adjust as necessary and communicate with the customer or DLA TROOP SUPPORT as needed, in order to resolve any/all discrepancies. In the event of an unresolved payment discrepancy, the vendor must present a signed delivery ticket/invoice.

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

(7) DFAS Columbus Center is the payment office for this acquisition.

(8) All 810 electronic invoices must be submitted with accurate, sufficient, clean data before any payment can be made.

(9) All offerors must have the ability to accept an 820 transaction set from its financial institution. DFAS Columbus will no longer forward a detailed summary of payment(s); this information will only be available from your bank.

(10) Vendor Reconciliation (RECON) Tool: In an effort to improve the payment process, vendors will have availability to view what the customer has or has not receipted, via STORES RECON Tool, [https://www.stores.dla.mil/stores\\_web](https://www.stores.dla.mil/stores_web). 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

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not posted a receipt. Both invoice information and receipt information will be available for review on the RECON tool by the Contractor. While the vendor will not have the capability to update customer receipt information, update capability will be available for unreconciled invoice information for approximately 30 days.

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

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

(m) Termination for Cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If this contract is terminated in whole or in part for cause, and the supplies or services covered by the contract so terminated are repurchased by the Government, the Government will incur administrative costs in such repurchases. The Contractor and the Government expressly agree that, in addition to any excess costs of repurchase, or any other damages resulting from such default, the Contractor shall pay, and the Government shall accept, the sum of \$1350.00 as payment in full for the administrative costs of such repurchase. This assessment of damages for administrative costs shall apply for any termination for cause following which the Government repurchases the terminated supplies or services together with any incidental or consequential damages incurred because of the termination. If it is determined that the Government improperly terminated this contract for cause, such termination shall be deemed a termination for convenience.

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

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

- (1) Immediately notify the following personnel:
  - (i) Customers that have received the recalled product;
  - (ii) DLA TROOP SUPPORT Contracting Officer;
  - (iii) DLA TROOP SUPPORT Account Manager; and
  - (iv) DLA TROOP SUPPORT Consumer Safety Officer at 215-737-3845
- (2) Provide the following information to the DLA TROOP SUPPORT Consumer Safety Officer:
  - (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."

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

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

(10) The Vendor's Non-Price Proposal

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

Add the following paragraph:

(a) Definitions.

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

"Commercial and Government Entity (CAGE) Code" means-

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

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

"Unique Entity Identifier" means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See [www.sam.gov](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 (w), Contractor Performance Assessment Reporting System (CPARS):

(1) Background

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

(ii) Effective October 1, 2006, a Department of Defense (DoD) Public Key

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

(2) Obtaining a PKI certificate

(i) Contractors who do not work at a Department of Defense facility may purchase a DoD PKI certificate from one of three External Certificate Authorities (ECAs). The ECAs are vendors who provide digital certificates to DoD's industry partners who are using their own equipment or working in non-government facilities. A list of ECAs is available at <http://iase.disa.mil/pki/eca/certificate.html>. Each Contractor employee accessing CPARS will need an Identity Certificate (An Encryption Certificate is not required). Certificate prices range in from \$99 - \$115 per certificate per year, with volume discounts at some ECAs.

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

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

(1) Background

(2)

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

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

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

(2) Obtaining a PKI certificate

(i) 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.

(ii) Each Contractor employee accessing STORES will need an Identity Certificate (An Encryption Certificate is not required). Certificate prices are various amounts per certificate per year, with volume discounts at some ECAs. Each Contractor must fully comply with the DoD requirement to implement PKI in order for our information systems to remain secure and viable. The DoD website for ECA enrollment:

<http://iase.disa.mil/pki/eca/certificate.html>

## Section II - Questions and Answers

The Answers in Section II are provided for clarification purposes only and do not change the solicitation requirements. In the event of any discrepancy between the Answers provided in Section II and the solicitation documents, the solicitation documents will take precedence.

The Answers included in this Section are in response to relevant Questions submitted regarding this solicitation. Please note, some Questions may have been consolidated for convenience and/or revised to remove sensitive, misleading, irrelevant or extraneous information.

1. Reference: Texas/Oklahoma Amendment 0009, page15, Question 26 was previously answered with the following:

"Any offered rebates, discounts, deviation must be effective during the ordering period of the contract in order to be evaluated."

1a. Question: Please clarify. Does this mean that the rebates, discounts, deviation must be effective for the entire duration of the base term period and all subsequent option periods? This is problematic as it is highly unlikely a supplier would extend a significant allowance for up to 5 years. (Even NAPA's can be, and are, modified on a monthly basis. What is an important evaluative metric is the combined return to net of the duration of the allowance effective period and the normal AP cost (delivered price).

Answer: Rebates/discounts/deviations are not required to be effective for the entire duration of the base term period and all subsequent option periods. As previously stated, in order to be considered for proposal evaluation purposes, rebates/discounts/deviations must be valid during the performance period of the contract. A rebate/discount/deviation will be considered in the evaluation only for the number of days that the rebate/discount/deviation is valid. See subsection Q. of the "Item Information Tab" which requires the Offeror to fill in the number of days the rebate/discount/deviation is valid.

2. Reference: Texas/Oklahoma Amendment 0009, pages 22- 23, Question 60 and Questions 61 (a) - (e) and the answers provided by DLA addressed the requirement for "providing the source of manufacturing/processing on shipment documentation." Specifically paragraph H, "Any product that is not labeled with the name and address of the manufacturing establishment must Include accompanying shipment documentation that identifies the name and address of the actual manufacturer "

2a Question: This is not feasible in commercial practice (waiver notwithstanding) and is not necessary for recall/traceability, given modern methods of identifying recalled product that may have been delivered to a customer. This has not been a problem in the past; technological advance, system processes and manufacturing procedures continue to improve in this area of "traceability." This requirement adds undue complexity to the supply chain. A solution to this requirement is unavailable today and any future solution will involve substantial research, programming and, ultimately - cost.

Please consider revising the language to accommodate what is practicable in today's world - any offeror should describe their recall and traceability system in detail and acceptability of such must be determined by the Contracting Officer.

Answer: Changes to II. PACKAGING AND LABELING/MARKING, paragraph H and Sanitary Conditions, paragraph (4) have been updated in this amendment (see above change). A listing of manufacturers must be provided in advance to the Contracting Officer in lieu of providing with the shipping document.

3. Question:

Further define unauthorized personnel as it relates to contractor and/or

other. Does this include SPV subcontractors that have signed a non-disclosure agreement?

Answer: If the SPV desires to have subcontractors privy to their Food Defense Plans, it should be addressed in their plans the circumstances of why/how they are granted access. To clarify, the non-disclosure agreements are for general knowledge of what may take place at a contractor's facility, not for access to a contractor's food defense strategy.

4. Question:

Amendment 0009 (TX/OK), Page 2 states the following:

SECTION I - Solicitation Amendment

1. TX/OK solicitation, page 7, number 4 is deleted and replaced with the following:

Prepare and return 3 copies of the Non-Price Proposal (1 printed copy and 1 CD that contains both documents, a locked PDF file and an editable Microsoft Word file).

Knowing the sensitive/highly confidential nature and need to maintain the integrity of the Food Defense Plan, we request this document be only submitted in a locked PDF format in lieu of a locked PDF file and an editable Microsoft Word file?

Answer: The Food Defense Plan does not have to be submitted in an editable Microsoft Word file, language has been updated via this amendment.

5. Question:

Amendment 0009 TX/OK, Page 2 states the following:

II. PACKAGING AND LABELING/MARKING

C. All 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.

The above states all ground beef product and does not differentiate between raw, parcooked, or pre-cooked/fully cooked ground beef products. The declaration of fat/lean ratio is the commercial industry standard for raw ground beef, not par-cooked or precooked/fully cooked ground beef products. Please verify this statement is only referenced for raw ground beef products.

Answer: That requirement is for raw product only, language to paragraph C has been updated in this amendment, see above.

6. Question:

Amendment 0009 TX/OK, page 6 states, in part, the following:

TX/OK solicitation, page 43, IV. QUALITY ASSURANCE, 9. PRIME VENDOR

QUALITY SYSTEMS MANAGEMENT VISITS AND AUDITS, paragraph B. 1. Basic Audits, subparagraphs a. and c., delete and replace with the following:

c. The Contractor will 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 \$11,000.00 (for product cost only). The Contractor will provide samples of catalog items chosen by the government at a cost of up to \$11,000.00 per audit. In addition to this amount, if a Produce Quality Audit is performed the Contractor will also provide produce sample items at a cost of up to \$1,500. The 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.

Referencing the statement concerning digital pictures, will this be limited to only the area that products are prepared (kitchen) and presented (meeting area)? No cameras or photographs are allowed within the warehouse areas of our facility.

Answer: The pictures, if taken, will be of the products NOT the facility. Photos may be taken of the products case labels, contents while inside the case, and when taken outside of the case. In addition, there may be pictures taken during the audit of the auditors in action.

7. Reference: Amendment 0009 TX/OK, page 11 states the following:

Section III - Questions and Answers

1. Question: Define the NAPA timeframe.

Answer: NAPA prices have been included on the revised pricing spreadsheet for the month of February 2017.

7a. Question: With NAPA allowances being an integral part of the solicitation market basket pricing, will the February 2017 NAPA allowances be required to be in place the first shipping week (regardless if the NAPA allowance still exists), or the most current NAPA allowances at the time of the first shipping week?

Answer: For post award administrative purposes, the NAPA allowances in effect at the time the first catalog is created will be used to establish contract pricing.

7b. Question:

After the initial shipping period and once a manufacturer/grower/SPV discount/rebate/deviation expires, will this generate an automatic price increase to DLA Troop Support on the weekly SPV catalog submission?

Answer: All weekly price updates are reviewed in accordance with Clause 52.216-9064 Economic Price Adjustment (EPA) - Actual Material Costs For Subsistence Delivered Price Business Model - DLA Troop Support Subsistence Prime Vendor (SPV) Contiguous United States (Conus), Alaska, And Hawaii (Apr 2014).

7c. Question: Will this trigger a F&R evaluation for this/these prices increasing?

Answer: All weekly price updates are reviewed in accordance with DLAD Clause 52.216-9064 Economic Price Adjustment (EPA) - Actual Material Costs For Subsistence Delivered Price Business Model - DLA Troop Support Subsistence Prime Vendor (SPV) Contiguous United States (Conus), Alaska, And Hawaii (Apr 2014).

Please explain how DLA Troop Support will flag these items as to not trigger an automatic price increase.

7d. Answer: We will not flag these items. All weekly price updates are reviewed in accordance with DLAD Clause 52.216-9064 Economic Price Adjustment (EPA) - Actual Material Costs For Subsistence Delivered Price Business Model - DLA Troop Support Subsistence Prime Vendor (SPV) Contiguous United States (Conus), Alaska, And Hawaii (Apr 2014).

8. Question: With the extension of the closing date, does the vendor have to go out and get updated quotes?

Answer:

For purposes of ensuring offered prices submitted using the DLA Troop Support Quote Sheet remain valid, language has been revised to read, "must be within 75 days prior to the closing date of the solicitation" via this amendment.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED