

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER 1000071803		PAGE 1 OF 6	
2. CONTRACT NO. SPE300-19-D-3209		3. AWARD/EFFECTIVE DATE 2018 NOV 18		4. ORDER NUMBER		5. SOLICITATION NUMBER SPE300-19-R-X004	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME		6. TELEPHONE NUMBER (No collect calls)		8. SOLICITATION ISSUE DATE 2018 NOV 05	
				9. OFFER DUE DATE/LOCAL TIME			
9. ISSUED BY DLA TROOP SUPPORT DIRECTORATE OF SUBSISTENCE 700 ROBBINS AVENUE PHILADELPHIA PA 19111-5096 USA Local Admin: John Procopio DJP0010 Tel: 216-737-2995 Email: John.Procopio@dlm.mil				10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: _____ % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> EDWOSB NAICS: 311999 <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8 (A) SIZE STANDARD:			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK 18 MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS Net 10 days		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (16 CFR 700) <input type="checkbox"/>		13b. RATING	
				14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP			
15. DELIVER TO SEE SCHEDULE		16. ADMINISTERED BY SEE BLOCK 9 Criticality: PAS: None		16. ADMINISTERED BY CODE SPE300			
17a. CONTRACTOR/ OFFEROR THE MERCHANTS COMPANY DBA MERCHANTS FOODSERVICE 1100 EDWARDS ST HATTIESBURG MS 39401-5511 USA TELEPHONE NO. 6013532461		17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>		18a. PAYMENT WILL BE MADE BY CODE SL4701 DEF FIN AND ACCOUNTING SVC BSM P O BOX 182317 COLUMBUS OH 43218-2317 USA			
18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED. <input type="checkbox"/> SEE ADDENDUM							
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY		22. UNIT	
						23. UNIT PRICE	
						24. AMOUNT	
		See Schedule					
25. ACCOUNTING AND APPROPRIATION DATA				26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$7,000,000.00			
27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED, ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.				27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED, ADDENDA <input type="checkbox"/> ARE <input checked="" type="checkbox"/> ARE NOT ATTACHED.			
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED				29. AWARD OF CONTRACT: REF. <u>Patricia A. Griffith</u> OFFER DATED 2018-Nov-17, YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH, HEREIN IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR 30b. NAME AND TITLE OF SIGNER (Type or Print) ANDREW B. MGRATH PRESIDENT / CEO				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) 31b. NAME OF CONTRACTING OFFICER (Type or Print) Patricia A. Griffith			
30c. DATE SIGNED 11/17/18				31c. DATE SIGNED 2018 NOV 17			

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV. 2/2012)
Prescribed by GSA - FAR (48 CFR) 53.212

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

32a. QUANTITY IN COLUMN 21 HAS BEEN

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

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32c. DATE

32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER

34. VOUCHER NUMBER

35. AMOUNT VERIFIED
CORRECT FOR

36. PAYMENT

37. CHECK NUMBER

☐ PARTIAL ☐ FINAL

☐ COMPLETE ☐ PARTIAL ☐ FINAL

38. S/R ACCOUNT NO.

39. S/R VOUCHER NUMBER

40. PAID BY

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

42a. RECEIVED BY (*Print*)

41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER

41c. DATE

42b. RECEIVED AT (*Location*)

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

42d. TOTAL CONTAINERS

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This is an Indefinite Delivery Contract awarded to The Merchants Company DBA Merchants Foodservice under the authority and FAR 13.5, Simplified Procedure for Commercial Items. All terms and conditions of solicitation SPE300-19-R-X004, including Amendments 001 through 002, and the offer from The Merchants Company DBA Merchants Foodservice dated November 14, 2018 are incorporated by reference into this contract SPE300-19-D-3209.

This contract provides Prime Vendor Full Line Food and Beverage food service support for authorized customers in the Louisiana/Mississippi Area for performance starting November 18, 2018 until approximately 180 days or until the maximum dollar value of \$7,000,000.00 has been met. The maximum dollar value of the Indefinite Delivery Contract is \$7,000,000.00. The guaranteed minimum dollar value is \$700,000.00 (10% of the estimated dollar value, \$7,000,000.00). Once orders up to the guaranteed minimum dollar value have been placed, the Government will have no further ordering obligation under the Indefinite Delivery Contract.

Block #10, Unrestricted should be checked

Block #25, Accounting and Appropriation Data: 97X4930 5CBX 001 S33189

The following clauses listed in the Solicitation and Statement of Work have been updated:

FAR 52.204-7, System for Award Management (OCT 2018)
FAR 52.204-7 (Alternate I), System for Award Management (OCT 2018)
FAR 52.204-13, System for Award Management Maintenance (OCT 2018)
FAR 52.209-7, Information Regarding Responsibility Matters (OCT 2018)
FAR 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (OCT 2018)
FAR 52.212-3, Offeror Representations and Certifications - Commercial Items (OCT 2018)
FAR 52.212-4, Contract Terms and Conditions - Commercial Items (OCT 2018)
FAR 52.212-5, Contract Term and Conditions Required to Implement Statutes or Executive Orders - Commercial Items (OCT 2018)
FAR 52.212-5, (Alternate II) Contract Terms and Conditions Required to Implement Statutes or Executive Orders - Commercial Items (OCT 2018)
FAR 52.219-8, Utilization of Small Business Concerns (OCT 2018)
FAR 52.232-33, Payment by Electronic Funds Transfer - System for Award Management (OCT 2018)
FAR 52.237-11, Accepting and Dispensing Of \$1 Coin (SEP 2008), has been deleted.
FAR 52.244-6, Subcontracts for Commercial Items (OCT 2018)

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CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE300-19-D-3209	PAGE 4 OF 6 PAGES
<p>Part 12 Clauses</p> <p>52.202-1 DEFINITIONS (NOV 2013) FAR</p> <p>52.203-5 COVENANT AGAINST CONTINGENT FEES (MAY 2014) FAR</p> <p>52.203-8 CANCELLATION, RECISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014) FAR</p> <p>52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014) FAR</p> <p>52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (OCT 2010) FAR</p> <p>252.203-7001 PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES (DEC 2008) DFARS</p> <p>52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (APR 2014) FAR</p> <p>252.203-7004 DISPLAY OF HOTLINE POSTERS (OCT 2016) DFARS</p> <p>52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER (MAY 2011) FAR</p> <p>52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014) FAR</p> <p>252.204-7000 DISCLOSURE OF INFORMATION (AUG 2013) DFARS</p> <p>252.204-7009 LIMITATIONS ON THE USE OR DISCLOSURE OF THIRD-PARTY CONTRACTOR REPORTED CYBER INCIDENT INFORMATION (OCT 2016) DFARS</p> <p>252.204-7012 SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (OCT 2016) DFARS</p> <p>252.205-7000 PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS (DEC 1991) DFARS</p> <p>52.211-15 DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS (APR 2008) FAR</p> <p>52.216-22 INDEFINITE QUANTITY (OCT 1995) FAR</p> <p>As prescribed in <u>16.506(e)</u>, insert the following clause:</p> <p>(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.</p> <p>(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."</p> <p>(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.</p> <p>(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after [insert date].</p> <p>(End of clause)</p> <p style="text-align: right;">CONTINUED ON NEXT PAGE</p>		

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Part 12 Clauses (CONTINUED)

252.216-7006 ORDERING (MAY 2011) DFARS

As prescribed in 216.506(a), use the following clause:

- (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 through insert dates.
- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- (c) (1) If issued electronically, the order is considered "issued" when a copy has been posted to the Electronic Document Access system, and notice has been sent to the Contractor.
- (2) If mailed or transmitted by facsimile, a delivery order or task order is considered "issued" when the Government deposits the order in the mail or transmits by facsimile. Mailing includes transmittal by U.S. mail or private delivery services.
- (3) Orders may be issued orally only if authorized in the schedule.

(End of clause)

252.219-7003 SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS)—BASIC (MAR 2016), ALT I (MAR 2016) DFARS

252.226-7001 UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS (SEP 2004) DFARS

52.232-17 INTEREST (MAY 2014) FAR

52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013) FAR

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

52.233-3 PROTEST AFTER AWARD (AUG 1996) FAR

252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENTS (DEC 2012) DFARS

As prescribed in 243.205-71, use the following clause:

- (a) The amount of any request for equitable adjustment to contract terms shall accurately reflect the contract adjustment for which the Contractor believes the Government is liable. The request shall include only costs for performing the change, and shall not include any costs that already have been reimbursed or that have been separately claimed. All indirect costs included in the request shall be properly allocable to the change in accordance with applicable acquisition regulations.
- (b) In accordance with 10 U.S.C. 2410(a), any request for equitable adjustment to contract terms that exceeds the simplified acquisition threshold shall bear, at the time of submission, the following certificate executed by an individual authorized to certify the request on behalf of the Contractor:

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

(Official's Name)

(Title)

- (c) The certification in paragraph (b) of this clause requires full disclosure of all relevant facts, including

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Part 12 Clauses (CONTINUED)

- (1) Certified cost or pricing data, if required, in accordance with subsection 15.403-4 of the Federal Acquisition Regulation (FAR); and
 - (2) Data other than certified cost or pricing data, in accordance with subsection 15.403-3 of the FAR, including actual cost data and data to support any estimated costs, even if certified cost or pricing data are not required.
 - (d) The certification requirement in paragraph (b) of this clause does not apply to
 - (1) Requests for routine contract payments; for example, requests for payment for accepted supplies and services, routine vouchers under a cost-reimbursement type contract, or progress payment invoices; or
 - (2) Final adjustments under an incentive provision of the contract.
- (End of clause)

52.246-16 RESPONSIBILITY FOR SUPPLIES (APR 1984) FAR

Attachments

List of Attachments

File Name	Description
ATTACH_SPE30019D3209 AWARD_DOCUMENT_ SF_1449_SIGNED	SPE30019D3209 AWARD DOCUMENT (SIGNED) - 11-17-2018.pdf

STATEMENT OF WORK (SOW)

LOUISIANA/MISSISSIPPI CONUS PRIME VENDOR
SPE300-19-D-3209

This is an Indefinite Delivery Contract awarded to The Merchants Company DBA Merchants Foodservice under the authority and FAR 13.5, Simplified Procedure for Commercial Items. All terms and conditions of solicitation SPE300-19-R-X004, including Amendments 001 through 002, and the offer from The Merchants Company DBA Merchants Foodservice dated November 14, 2018 are incorporated by reference into this contract SPE300-19-D-3209. This contract provides Prime Vendor Full Line Food and Beverage food service support for authorized customers in the Louisiana/Mississippi Area for performance starting November 18, 2018 until approximately 180 days or until the maximum dollar value of \$7,000,000.00 has been met. The maximum dollar value of the Indefinite Delivery Contract is \$7,000,000.00. The guaranteed minimum dollar value is \$700,000.00 (10% of the estimated dollar value, \$7,000,000.00). Once orders up to the guaranteed minimum dollar value have been placed, the Government will have no further ordering obligation under the Indefinite Delivery Contract.

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

- A. DLA Troop Support intends to enter into a Prime Vendor contract to supply subsistence products to the customers supported by this solicitation. The Contractor is responsible for furnishing the full-line of food and beverage items required for garrison feeding for DoD and non DoD customers. In addition, the Contractor may also be requested to provide related non-food items to some customers.
- B. The Government will utilize Best Value Trade-Off procedures as the means of selecting the awardee. Proposals will be evaluated based on technical factors, past performance, and price, as discussed later in this solicitation.
- C. This solicitation contains the estimated food and beverage requirements for DoD and non-DoD customers in the Louisiana and Mississippi regions.
- D. The contract resulting from this solicitation will be an Indefinite Delivery Contract that provides for an indefinite quantity, within stated limits, of specific supplies or services to be furnished during a fixed period, with deliveries to be scheduled by placing orders with the Contractor (FAR 16.504(a)). This contract includes a performance period from the date of award up to approximately 180 days or until the maximum dollar value of \$7,000,000 has been met.
- E. Estimated Dollar Value, Guaranteed Minimum Dollar Value, and Maximum Dollar Value.

	Guaranteed Minimum	Estimated Contract Value (180 days)	Contract Maximum
180 days	\$700,000.00	\$6,584,456.18	\$7,000,000.00

Guaranteed Minimum Dollar Values: As shown in the above chart, the guaranteed minimum dollar value is 10% of the estimated dollar value for the respective performance period. The Government will issue orders that will collectively meet the guaranteed minimum.

Contract Maximum Dollar Value: The Government may place, and the Contractor must fill, any orders up to, but not exceeding, the contract maximum dollar value (50% of the estimated dollar value) is a firm dollar amount that applies to the entire life of the contract.

Estimated Dollar Values: Any estimated dollar values stated in this solicitation are based on good faith estimates. Estimated dollar values are estimates only and are not guaranteed to be purchased by this contract.

F. Individual Customer Estimates for Approximately 180 Days

Ordering Point	Customers	Vendor Ext Ord Price - 180 days
CGLA01	PORT OF NEW ORLEANS, LA	\$4,057.50
CGMS02	PORT OF PASCAGOULA, MS	\$78,232.16
FM3010	KEESLER NUTRI.FLIGHT MEDICINE	\$144,704.27
FT6171	159TH LOUISIANA ANG	\$1,475.85

FT6241	186TH ARW	\$11,227.17
FT6242	MISSISSIPPI AIR NATIONAL GUARD	\$14,556.99
FT6243	MISSISSIPPI AIR NATIONAL GUARD	\$38,630.18
FT9054	KEESLER AFB, MS	\$2,073,638.20
FT9115	PC TROOP & RED RIVER, BARKSDALE AFB	\$254,485.54
N00206	NAS NEW ORLEANS	\$134,643.46
N47905	FISC JAX DET PASCAGOULA, MS	\$260,592.64
N62604	NCBC-GULFPORT	\$533,036.50
N63043	NAVAL AIR STATION, MERIDIAN	\$580,970.84
NOAAMS	NOAA Ships Pascagoula Mississippi	\$23,848.06
W42NU4	KARLA SELLERS	\$1,372,971.16
W81N0C	CP SHELBY	\$413,911.60
W81R07	CP MCCAIN	\$75,631.20

2. EFFECTIVE PERIOD OF CONTRACT – INDEFINITE QUANTITY CONTRACT

- A. The effective period for this contract is from the award date up to 180 days thereafter.

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 belrecenow).
- B. Attachment 1 – MARKET BASKET ITEMS – PRICE PROPOSAL FOR SPE300-19-R-X004. The Market Basket represents the list of items that will be evaluated under this solicitation. The Market Basket items shall be included in the initial contract catalog at the contract award prices.
Attachment 2 – LOUISIANA/MISSISSIPPI CATALOG OF ITEMS FOR SPE300-19-R-X004. The catalog of items represents a complete list of items that are currently being ordered/will be required under this acquisition.
- C. All item descriptions/specifications are included in the Market Basket. The item description, and unit package size and units-per-purchase-pack are specific and standardized for each Local Stock Number (LSN), and SHALL NOT be modified in any way. If you wish to supply an item that differs in package or pack size, you must identify such difference and request approval to utilize such item under a different LSN.
- D. 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 services' requirements. Detailed guidance and specifications are provided for most standard meat, seafood and poultry items required in the recipes and menus. Processed fruits and vegetables and other miscellaneous food service items are also covered. See Attachment 4 – Joint Subsistence Policy Board**

(JSPB) DOD Menu Standards, and the Website below:

- 1) www.quartermaster.army.mil/jccoe/Operations_Directorate/CSPD/Buyers_Guide/Army-Buyers-Guide-Version-11-Nov-2017.pdf

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

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

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

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

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

4. FRESH FRUITS & VEGETABLES AND MARKET READY ITEMS

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

5. DOMESTIC ITEMS/BERRY AMENDMENT

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

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

Fish, shellfish, and seafood delivered under this contract, or contained in foods delivered under this contract, must be taken from the sea by U.S.-flag vessels or, if not taken from the sea, must be obtained from fishing within the United States. And, any processing or manufacturing of the fish, shellfish, or seafood must be performed on a U.S.-flag vessel or in the United States.

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

6. PRICE DEFINITIONS

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

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

For definitions of Delivered Price and Distribution Price, see ECONOMIC PRICE ADJUSTMENT (EPA) – ACTUAL MATERIAL COSTS FOR SUBSISTENCE DELIVERED PRICE BUSINESS MODEL – DLA TROOP SUPPORT SUBSISTENCE PRIME VENDOR (SPV) CONTIGUOUS UNITED STATES (CONUS), ALASKA, AND HAWAII

For definition of Rebates/Discounts, see paragraph 7 directly below in conjunction with ECONOMIC PRICE ADJUSTMENT (EPA) – ACTUAL MATERIAL COSTS FOR SUBSISTENCE DELIVERED PRICE BUSINESS MODEL – DLA TROOP SUPPORT SUBSISTENCE PRIME VENDOR (SPV) CONTIGUOUS UNITED STATES (CONUS), ALASKA, AND HAWAII

Additionally, for any items that are delivered in individual units (i.e. breaking cases), the distribution price shall be pro-rated based on the number of individual units ordered/delivered.

7. REBATES/DISCOUNTS AND PRICE-RELATED PROVISIONS

- A. All rebates, discounts, and limited discounts designated for the Government, which include any rebates or discounts that are passed on to all customers without specific designation (hereafter referred to as “Rebates/Discounts/Deviations”), including NAPA discounts, food show discounts, early payment discounts (except as identified in paragraph (B) herein), and any other rebates, discounts, or similar arrangements designated by the manufacturer, grower, private label holder, or redistributor, as defined in the Economic Price Adjustment (EPA) clause, to be passed to the Government, shall be passed to the Government via a reduced catalog price (i.e. “off invoice”). Exceptions to this requirement (hereafter referred to as “Exceptions”) are earned income, qualifying early payment discounts, limited discounts designated for customers other than the Government, as defined in (b) below, and any other exceptions to this requirement specifically stated, with reference to this provision, in the solicitation and contract. Any Rebates/Discounts/Deviations that must be passed to the Government and which cannot be applied as an up-front price reduction must be submitted via check 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).

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 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)

- D. 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.
- E. 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.

- F. The website for AbilityOne information, which includes links to Mandatory Food and Non-Food items and manufacturers, is:

www.dla.mil/TroopSupport/Subsistence/FoodServices/AbilityOne.aspx

- G. For mandatory items, there is no customer usage limit required. The customer may order less than one case, when required.
- H. 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).
- I. 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.
- J. 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.
- K. 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.
- L. 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.
- M. 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.
- N. 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.

- O. 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.
- P. 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.
- Q. 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.
- R. 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.
- S. The following criteria should be used in determining if a commercial product is “essentially the same” as an AbilityOne MPL item:
 - i. It has effectively the same form, fit and function.
 - ii. The AbilityOne item and commercial products may be used for the same purpose.
 - iii. The AbilityOne item and commercial products are relatively the same size and a change in size will not affect the use or performance.
 - iv. The appearance, color, texture, or other characteristic of the AbilityOne product and commercial product are not significantly different from one another
- T. 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.
- U. Payments shall be made directly to the NPA source.
- V. Monthly MPL Competing Item Reports are issued for each active Prime Vendor catalog. The monthly MPL Competing Item Reports are sent to the administering Contracting Officer (KO) and Tailored Vendor Logistics Specialist (TVLS). These reports will be reviewed to ensure active catalogs include the MPL items. The KO and TVLS will contact the Prime Vendor of competing item violations in order to ensure the mandatory item will be sourced and cataloged properly and in a timely manner.

9. CENTRAL/NATIONAL CONTRACTS

DLA TROOP SUPPORT reserves the right to issue Indefinite Delivery Type Contracts (IDTCs) to

various suppliers for specific products to be distributed by the Contractor. It may be mandatory for the Contractor to order directly from these contracts. In the event the contracts do not specify the supplier(s) as a mandatory source, these contracts will provide the price ceiling for these items in the same/similar packaging, and if the Contractor chooses to catalog items from another source, other than that of the IDTC, the price charged by the Contractor to the ordering activity will not exceed the IDTC price, plus the Contractor's contract fixed distribution price. At time of award, and at other times when applicable,

DLA TROOP SUPPORT will provide the Contractor with a list and copy of all IDTCs awarded, or it will be posted on the DLA TROOP SUPPORT website, to include their sourcing terms and conditions.

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

10. NATIONAL ALLOWANCE PROGRAM AGREEMENT (NAPA) DISCOUNTS

A. Definitions:

1. Agreement Holder: The supplier or manufacturer that has agreed to offer discounts to DLA TROOP SUPPORT on product under DLA TROOP SUPPORT Prime Vendor contracts.
2. National Allowance Program: The program implemented by the DLA Troop Support to maximize the leverage of DLA TROOP SUPPORT's buying power and reduce the overall delivered price under Prime Vendor contracts to the customers of DLA Troop Support.
3. National Allowance Program Agreements (NAPAs): The agreements between DLA Troop Support and suppliers/manufacturers that identify product category allowances. These allowances or discounts were applied prior to the delivered/invoice price of the product. The NAPA does not affect the Contractor's distribution price in any way.

B. DLA TROOP SUPPORT has implemented a NAPA Program as part of the Subsistence Prime Vendor Program. Under the NAPA Program, DLA TROOP SUPPORT will enter into agreements with suppliers/manufacturers offering domestic products. In the event the NAPA Program is updated, the contractor will be required to comply with any successor discount program."

C. Under the NAPA Program, Agreement Holders will:

1. Authorize and consent to allow the Contractor(s) to distribute covered products to ordering activities under the Prime Vendor Program.
2. Offer discounts on the delivered price of the products ordered under Prime Vendor contracts, whereby the price to the customer includes the discount. The discounted price is the price that will be submitted via the 832 catalog transaction.

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

E. Under a contract resulting from this solicitation:

1. The Contractor agrees to catalog and bill the invoice price less the NAPA allowance to the Government, and initiate a bill-back to the Agreement Holder, if any activity orders

any product covered by a NAPA. The Agreement Holder will reimburse allowances to the Contractor within a time period mutually agreeable to the Contractor and the Agreement Holder.

2. DLA TROOP SUPPORT will attempt to facilitate resolution of any such disputes, but DLA Troop Support disclaims any liability under such disputes.
- F. The NAPA Program is for the exclusive use of DLA TROOP SUPPORT customers purchasing product under the resultant contract.
- G. NAPA Tracking Program: The Contractor agrees to comply with the requirements of DLA TROOP SUPPORT's Tracking Program and shall provide the required product information to support the NAPA allowance and sales tracking website. Data shall be submitted as follows:
1. The required information shall be formatted into a flat ASCII data file.
 2. The data file shall be submitted electronically via FTP to <ftp://ftp.one2oneus.com>. To obtain a username and password please contact the contracting officer.
 3. File naming convention of `yyyymmdd[xxxx].txt` should be used when transferring a data file to the ftp site. Where `xxxx` can be used to keep data file names unique if transmitting more than once per day.
 4. The information shall be submitted weekly.
 5. The content of the data file includes a recap of all invoices submitted under all contracts of the prime vendor program for the previous week. The contents of the data file shall include all the information shown in the chart below.
 6. Tracking Program Data Chart:

	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	INVDATA	Prime vendor Invoice Date	10	MM/DD/YYYY
	5	SHIPDATE	Prime vendor Ship Date	10	MM/DD/YYYY
SHIPPING LOCATION	6	RELEASENO	PO Release Number/Call	4	Alpha-Numeric
	7	DODAACNO	DODAAC	6	Alpha-Numeric
	8	CUSTNO	Prime vendor Customer Number	15	Alpha-Numeric
	9	SHIPTONAME	Prime vendor Ship to Name	80	Alpha-Numeric
	10	SHIPTOADD1	Prime vendor Ship to 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
ITEM	14	SHIPTOZIP	Prime vendor Ship to Zip	20	Alpha-Numeric
	15	SHIPTOCOUNTRY	Prime vendor ship to country	25	Alpha-Numeric
	16	PARTNO	Prime vendor Product Part Number	25	Alpha-Numeric
	17	NSN	Government NSN Number	13	Alpha-Numeric
	18	MFGSKU	Manufacturer SKU	20	Alpha-Numeric
	19	MFGUPC	Manufacturer UPC	20	Alpha-Numeric
	20	MFGNAME	Manufacturer Name or Manufacturer Brand Label Name	80	Alpha-Numeric

	21	PVDESC	Prime vendor Product Description	100	Alpha-Numeric
	22	CWITEM	Catch weight Item? (Y/N)	1	Y or N
	23	UNITWT	Case net weight	12	S999999.9999
	24	WUOM	Case net weight unit of measure	3	Alpha
	25	PACKAGE	Packaging description	35	Alpha
QTY	26	QTYINV	Quantity Invoiced / Returned – A negative is a return!	12	S999999.9999
	27	QTYUOM	Quantity invoiced unit of measure	3	Alpha
PRICE	28	UNITPRC	Unit price	12	S999999.9999
	29	UNITPRCUOM	Unit price unit of measure	3	Alpha
	30	UNITPRCCONV	Unit price conversion	12	S999999.9999
	31	EXTPRICE	Extended price	12	S999999.9999
NAPA	32	UNITALLOW	Napa unit allowance amount	12	S999999.9999
	33	ALLOWUOM	Napa unit allowance unit of measure	3	Alpha
	34	ALLOWCONV	Napa unit allowance conversion	12	S999999.9999
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 PER CASE)
 26. This field represents quantity invoiced. (e.g. 2 units = 000002.0000)
 27. This field represents unit of measure of quantity invoiced in field 26 (e.g. CS or LB)
 28. This field represents the unit price (e.g. 000019.99)
 29. This field represents the unit price unit of measure (e.g. LB)
 30. This field represents the unit price conversion factor to quantity unit of measure (field 28). (e.g. 000020.0000) If field 28 is "CS" then this means there are 20 pounds in each case.
 31. This field represents the Extended Price charged for the Quantity Invoiced in field 27. (e.g. \$39.98 = 000039.9800) This is typically calculated by multiplying field 26 times field 28 if field 27 equals field 29.
 32. This is the off-invoice allowance amount. It can be found in the NAPA table. If the product is not subject to a NAPA allowance, then please set this field to

- zero. (e.g. 0000000.3500)
33. This is the allowance unit of measure for field 32. It can be found in the NAPA table. If the product is not subject to a NAPA allowance, then please leave this field blank. (e.g. CS or LB)
 34. This field represents allowance unit of measure conversion factor which is conversion from field 33 to field 27.
 35. All other allowances dollar amount. Such as food show allowances, etc.
 36. Unit of measure for field 35.
 37. All other allowance unit of measure conversion factor which is conversion from field 36 to field 27.
 38. For each item, provide the applicable markup amount. As previously negotiated with DLA TROOP SUPPORT, you have assigned a markup amount to each food category or to each item. This amount should correspond to the unit of measurement of field 27. This is required in order to insure that a NAPA allowance was provided off-invoice.
 39. This field represents unit of measure for field 38.
 40. This field represents Contractor unit distribution price unit of measure conversion factor which converts from field 39 to 27.
 41. This field represents Contractor landed cost for the item shipped.
(e.g. 0000002.5000)
 42. This field represents Contractor landed cost unit of measure. (e.g. CS or LB)
 43. This field represents Contractor landed cost conversion factor which converts from field 42 to 27.

11. CURRENT BRAND NAME ITEMS

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

12. BEVERAGE DISPENSERS

- A. When requested, the Contractor is responsible to furnish all hot and cold beverage dispensing machines, without additional charge to the Government, as well as the beverage products as listed in the STORES Vendor Item Catalog. The upkeep of the machines consisting of, but not limited to, labor, transportation, and supplies required to repair and maintain the equipment, shall be the sole responsibility of the Contractor.
- B. When requested, the Contractor shall be responsible to furnish mechanically refrigerated dispensing machines and heads suitable for use with the Contractor's bag-in-the-box juices and drinks product and mixes. A sufficient number of machines and dispensing heads shall be installed in the customer's facility to accommodate the specific needs of each ordering activity. The Contractor will be responsible to provide a technically qualified service representative to perform maintenance and quality control inspections, as required, and upon notice of the customer of a problem on each dispensing system.

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

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

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

customer preference. It is expected that Soda will be covered under market ready contracts.

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

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

13. INVENTORY REQUIREMENT / NEW ITEMS

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

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

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

- H. All new items need the approval of the individual military services' headquarters prior to stocking the item. New item additions and/or changes to LSNs must be authorized in writing by the Contracting Officer prior to the 832 catalog update transmissions.
- I. When a new item is being added to the catalog to replace an item that is currently on the catalog, inventory of the current cataloged item must be depleted before the new item can be added to the catalog.

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

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

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

K. RAMP UP/ RAMP DOWN:

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

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

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

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

II. PACKAGING AND LABELING/MARKING

- A. All packaging and packing shall be in accordance with good commercial practice. Labeling shall be in accordance with commercial labeling complying with the Federal Food, Drug and Cosmetic Act and regulations promulgated there under (See below, paragraph, II. L.). 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.
- B. Semi-perishable items shall be snugly packed in shipping containers that fully comply with the National Motor Freight Classification and Uniform Freight Classification Code, as applicable.
- C. All raw ground beef items are required to have the fat/lean ratio declared on the label (for example, 85% lean, 90% lean). Any ground beef product not declaring the fat/lean ratio will not be acceptable.
- D. Frozen product must be processed and packed to allow removal of the individual units from the

container without damage to that or other units. The intent is to be able to remove only that amount of product required for current needs, without the necessity of defrosting all units. Meats, poultry, and seafood should be vacuum packed when practicable. In all instances, the packaging must protect the product from freezer burn and contamination.

- E. To ensure that the carrier and the receiving activity properly handle and store items, standard commercial precautionary markings such as “KEEP FROZEN” for frozen items, “KEEP REFRIGERATED” for chilled items, etc. shall be used on all cases when appropriate.
- F. Chill and freeze products must be shipped in refrigerated (Reefer) Vans and appropriately separated per temperature requirements.
- G. To the maximum extent possible, nutritional and ingredient labels shall be placed on the individual package.
- H. Any product that is not labeled with the name and address of the manufacturing establishment must be identified as to its manufacturer by advance written notice to Contracting Officer during implementation of contract/catalog and the listing must be kept current during the life of the contract whenever there is a change/addition to a manufacturer.
- I. **CODE DATES:** All food and beverage products shall be identified with readable dates (open code dates), or coded dates, as determined by the type of product delivered. For semi-perishable, shelf stable items, open dating is preferred but code dating is acceptable. Contractors that do not use open dating shall provide a product code number key to the Account Manager and each customer facility. This product code key is to be issued to each customer as well as the DLA TROOP SUPPORT Account Manager on or before first delivery. Changes to the book are to be made as necessary. It is highly recommended that the Contractor review and update this book on a quarterly basis. Items other than semi-perishable, shelf stable products must have readable, open code dates clearly showing the use by date, date of production, date of processing/pasteurization, sell by date, Best If Used By date, or similar markings.
- J. **TRACEABILITY REQUIREMENTS FOR CONTRACTORS OR CONTRACTOR’S SUPPLIERS RE-PACKAGING AND RE-LABELING PRODUCTS**

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

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

understand and comply with this requirement.

The above requirements are necessary in the event of a food recall (i.e., ALFOODACT) of potentially hazardous products when a recall is issued by a Regulatory Agency and for the Contractor to isolate suspected items in order to notify customers in an expeditious manner whenever products are rated “Red/Critical” during a DLA TROOP SUPPORT audit. The above requirements serve two main

purposes: (1) to protect DLA TROOP SUPPORT’s customers and expeditiously notify them in case of accidental or intentional tempering/contamination, and/or to prevent consumption of unsafe/hazardous products; and (2) to maintain traceability of re-packaged/re-labeled items in order to verify country of origin, approved source requirement during the shelf life cycle of the item in Contractor storage, and the customer's receipt/storage of the item in order to expedite the recall process for all suspected items intended for DLA TROOP SUPPORT’s customers.

- K. All Contractor shipments must be palletized in accordance with good commercial practices. Standard size: 40 x 48 inch pallet, but no higher than 60 inches is acceptable. The Contractor is responsible for the purchase of all pallets. Pallet retrieval and all associated costs shall be the responsibility of the Contractor. Cases are to be stacked according to industry standards, but are to be skillfully built to allow the receiver to out-check/in-check all items on that pallet. Additionally, fragile cases must not have cases above them, but can have them beneath. For example, eggs are not to be packed with cases over these items.

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

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

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

Q. The loadouts require single line items to a pallet. Mixed loads are not permitted.

R. A pallet yard or pallet retrieval system is required and shall be the responsibility of the Contractor.

S. The Contractor shall provide a standardized pre-delivery customer fill rate report in a hard copy and Excel format.

T. The following applies to Cargo Ships only:

1. Pallet height shall be 46" or 48" high.
2. Each Pallet shall be labeled to identify which FIC or NSN is on the pallet to include the quantity and expiration date.
3. One pallet shall contain one line item only where practical, but not to exceed 5 different FIC/NSN's per pallet.

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

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

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

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

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

The following sample label is provided. Actual labels must AT LEAST be the same size as the sample. (Approximately 4" X 4")

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

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

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

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

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

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

- (a) The Contractor warrants that the supplies delivered under this contract comply with the Federal Food, Drug and Cosmetic Act and the Wholesome Meat Act and regulations promulgated there under. This warranty will apply regardless of whether or not the supplies have been:
 - (1) Shipped in interstate commerce,
 - (2) Seized under either Act or inspected by the Food and Drug Administration or Department of Agriculture.
 - (3) Inspected, accepted, paid for or consumed, or any or all of these, provided however, that the supplies are not required to comply with requirements of said Acts and regulations promulgated there under when a specific paragraph of the applicable specification directs otherwise and the supplies are being contracted for military rations, not for resale.
- (b) The Government shall have six months from the date of delivery of the supplies to the government within which to discover a breach of this warranty. Notwithstanding the time at which such breach is discovered, the Government reserves the right to give notice of breach of this warranty at any time within this six-month period or within 30 days after expiration of such period, and any such notice shall preserve the rights and remedies provided herein.
- (c) Within a reasonable time after notice to the Contractor of breach of this warranty, the Government may, at its election:
 - (1) Retain all or part of the supplies and recover from the Contractor, or deduct from the contract price, a sum the Government determines to be equitable under the circumstances;
 - (2) Return or offer to return all or part of the supplies to the Contractor in place and recover the contract price and transportation, handling, inspection and storage costs expended therefore; provided, that if the supplies are seized under either Act or regulations promulgated there under, such seizure, at Government option, shall be deemed a return of supplies within the meaning of this clause and thereby allow the government to pursue the remedy provided herein. Failure to agree to any deduction or recovery provided herein shall be a dispute within the meaning of the clause of this contract entitled "Disputes".
- (d) The rights and remedies provided by this clause shall not be exclusive and are in addition to other rights and remedies provided by law or under this contract, nor shall pursuit of a remedy herein or by law either jointly, severally or alternatively, whether simultaneously or at different times,

constitute an election of remedies.

III. INSPECTION AND ACCEPTANCE

1. POINT OF INSPECTION AND ACCEPTANCE

- A. Inspection and acceptance of products will be performed at destination. The inspection is normally limited to identity, count and condition; however, this may be expanded if deemed necessary by either the military Veterinary Inspector, Dining Facility Manager, Food Service Advisor/Officer, or the Contracting Officer.
- B. All deliveries are subject to Military Veterinary/Medical inspection, if deemed necessary or as requested by the customer/Receiving Officer. The Contractor's delivery vehicles shall be equipped to maintain the appropriate temperatures and product segregation as necessary to deliver products at the proper temperature. Deliveries shall be made in clean, closed vehicles. When transporting food items, the vehicles shall be maintained in good sanitary condition to prevent contamination of the material. Delivery vehicles used to deliver items under this contract shall be subject to military veterinary inspection at destination. In addition, the delivery vehicles will be inspected for cleanliness and condition.
- C. The Government's authorized receiving official at each delivery point is responsible for inspecting and accepting products as they are delivered. The delivery ticket shall not be signed prior to the inspection of each product. All overages/shortages/returns are to be noted on the delivery ticket by the Government's authorized receiving official and the truck driver. The Government's authorized receiving official's signature on the delivery ticket denotes acceptance of the product.
- D. The Contractor shall forward 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 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.

- D. In the event that a product is rejected after delivery is made, the Contractor will pick up the rejected product or make other disposition arrangements deemed acceptable by the customer. Credit due to the ordering activity as a result of the rejected product being returned, will be handled through a receipts adjustment process in STORES. If the vendor has already been paid for the product, a claim will be issued through DLA TROOP SUPPORT's financial system and the Contractor shall promptly pay the claimed amount. In all cases, one (1) copy of the credit memo is to be given to the customer and one (1) copy of the credit memo is to be sent to the DLA TROOP SUPPORT Contracting Officer.
- E. It is a requirement of this Contract that product shall be inspected by the Government upon receipt as promptly as practicable. However, failure to promptly inspect or accept supplies at the time of receipt shall not relieve the Contractor from responsibility, nor impose liability on any of the customers, for nonconforming supplies. When an item is rejected the vendor is to take the food back to its location.
- F. Supplies transported in vehicles which are not sanitary, or which are not equipped to maintain prescribed temperatures, may be rejected without further inspection.

IV. QUALITY ASSURANCE

1. CONTRACTOR'S QUALITY ASSURANCE PROGRAM

- A. The Contractor shall use a Supplier Selection or Certification program to ensure standardized product quality for each item supplied and/or listed in the stock catalogs, regardless of supplier. The product quality shall be equal to that described in the pertinent item specification. Product characteristics shall be standardized to the extent that variations in product appearance, grade, yield, taste, texture, etc. shall be minimized.
- B. The Contractor shall maintain a quality program for the product acquisition, warehousing and distribution to assure the following:
 - 1. Standardized product quality;
 - 2. Wholesome product by veterinary standards
 - 3. The usage of First-Expired, First-Out (FEFO) is preferred; then First-In, First-Out (FIFO)
 - 4. Product shelf life managed and monitored (by date of pack/production of the item);
 - 5. Items are free of damage;
 - 6. Correct items and quantities are selected and delivered;
 - 7. Ensure requirements of the Berry Amendment are met;
 - 8. Customer satisfaction is monitored;
 - 9. Product discrepancies and complaints are resolved and corrective and preventive action is initiated;
 - 10. Manufacturer, FDA, or DoD initiated food recalls are promptly reported to customers and DLA TROOP SUPPORT;
 - 11. Compliance with 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. This policy is expected to be in place in 2020; however, offerors are strongly encouraged to begin adopting responsible antibiotic-use policies prior to this date. More information about this policy can be found at:
www.whitehouse.gov/the-press-office/2015/06/02/fact-sheet-over-150-animal-and-health-stakeholders-join-white-house-effo"

2. PRODUCT QUALITY & SHELF LIFE REQUIREMENTS

For all Customers, acceptance of supplies awarded under this solicitation will be limited to product processed and packed from the latest seasonal pack during the contract period. 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.

4. PRODUCT QUALITY FOR FRESH FRUITS AND VEGETABLES

- i. Shelf-life: All products delivered shall be as fresh as possible and within the Growers/Packers' original shelf life (i.e., Best if Used- by-Date, Expiration Date, or other markings). All products shall be identified with readable open code such as "Best-Used-by- Date," "Sell-by-Date," date of production, or similar marking indicating the end of the guaranteed freshness date.
- ii. For Fresh-Cut Fresh Fruits and Vegetables/Ready-to-Eat Salads/Cole Slaw/etc: Individual bags/containers must be marked with a 14-day shelf life from the date of production. All products must be received by the customer with at least 50% of recommended shelf life remaining. If the manufacturer recommended shelf life is less than 14-days, the Contracting Officer must be notified in advance and approve shelf life. Any deviation for these requirements must be approved prior to customer delivery, in writing, by the Contracting Officer.

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

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

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

E. Level of Product Quality:

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

- a. Identical in respect to packaging when the DoD unit of issue is not described by weights (e.g. pound or ounce).
 - b. Identical for portion/package size and units per pack.
 - c. Equivalent in respect to grade or fabrication.
 - d. Commercial standards should be used to maintain temperatures appropriate for individual produce items during storage and delivery to DLA Troop Support customers.
3. All items must meet or exceed the Government's item description of their assigned Government stock number and the specified US. Grade. Please refer to each Service's buyers guide for further detailed specification on pg.22, paragraph D.

3. SHELF LIFE REQUIREMENTS FOR DAIRY PRODUCTS

- A. Acceptance of supplies awarded under this solicitation will be limited to fresh product.
- B. Commercial standards shall be used to maintain temperatures appropriate for the individual items.
- C. Fluid dairy products and other dairy products shall have sufficient remaining shelf life commensurate with good commercial practice. Each container, carton, etc. shall have visible, legible and understandable "sell-by-date" or equivalent marking.

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

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

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

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

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

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

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

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

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

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

4. ACCEPTANCE REQUIREMENTS FOR FROZEN ITEMS

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

1. Packages must be solid, not soft, upon arrival;
2. Container and wrapping must be intact and in a solid condition;
3. Packages must be free of drip and show no evidence of thawing and re-freezing (i.e. watermarks on boxes; off odor) or dehydration.
4. Cello wrapped packages must not be discolored or show other signs of freezer burn.

5. WARRANTIES

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

6. WAREHOUSING AND SANITATION PROGRAM/STORED PRODUCT PEST MANAGEMENT

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

7. PRODUCT SANITARILY APPROVED SOURCE REQUIREMENTS

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

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

8. SANITARY CONDITIONS

- (a) Food establishments.

(i) All establishments and distributors furnishing subsistence items under DLA Troop Support contracts are subject to sanitation approval and surveillance as deemed appropriate by the Military Medical Service or by other Federal agencies recognized by the Military Medical Service. The Government does not intend to make any award for, nor accept, any subsistence products manufactured, processed, or stored in a facility which fails to maintain acceptable levels of food safety and food defense, 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: www.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 www.fsis.usda.gov/wps/portal/fsis/topics/inspection/mpi-directory . The item, to be acceptable, shall, on delivery, bear on the product, its wrappers or shipping container, as applicable, the USDA shield and applicable establishment number. USDA listed establishments processing products not subject to the Federal Meat and Poultry Products Inspection Acts must be listed in the Worldwide Directory for those items.

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

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

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

(vii) Fish, fishery products, seafood, and seafood products may be supplied from establishments listed

under “U.S. Establishments Approved For Sanitation And For Producing USDC Inspected Fishery Products” in the “USDC Participants List for Firms, Facilities, and Products”, published electronically by the U.S. Department of Commerce, National Oceanic and Atmospheric Administration Fisheries (USDC, NOAA) (available at: seafood.nmfs.noaa.gov). All products, to be acceptable, shall, on delivery, bear on the product, its wrappers or shipping container, as applicable, the full name and address of the producing facility.

(viii) Pasteurized milk and milk products may be supplied from plants having a pasteurization plant compliance rating of 90 percent or higher, as certified by a state milk sanitation officer and listed in

“Sanitation Compliance and Enforcement Ratings of Interstate Milk Shippers” (IMS), published by the U.S. Department of Health and Human Services, Food and Drug Administration (USDHHS, FDA) _ www.fda.gov/Food/GuidanceRegulation/FederalStateFoodPrograms/ucm2007965.htm. These plants may serve as sources of pasteurized milk and milk products as defined in Section I of the “Grade ‘A’ Pasteurized Milk Ordinance” (PMO) published by the USDHHS, FDA at www.fda.gov/Food/GuidanceRegulation/GuidanceDocumentsRegulatoryInformation/Milk/default.htm.

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

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

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

(xii) Subsistence items other than those exempt from listing in the Worldwide Directory, bearing labels reading “Distributed By”, “Manufactured For”, etc., are not acceptable unless the source of manufacturing/processing is indicated on the label or is included/added to the listing of manufacturers provided to the Contracting Officer in accordance with II. PACKAGING AND LABELING/MARKING, H.

(xiii) When the Military Medical Service or other Federal agency acceptable to the Military Medical Service determines the levels of food safety and food defense of the establishment or its products have or may lead to product contamination or adulteration, the Contracting Officer will suspend the work until such conditions are remedied to the satisfaction of the appropriate inspection agency. Suspension of the work shall not extend the life of the contract, nor shall it be considered sufficient cause for the

Contractor to request an extension of any delivery date. In the event the Contractor fails to correct such objectionable conditions within the time specified by the Contracting Officer, the Government shall have the right to terminate the contract in accordance with the “Default” clause of the contract.

(b) Delivery conveyances.

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

9. PRIME VENDOR QUALITY SYSTEMS MANAGEMENT VISITS AND AUDITS

A. QUALITY SYSTEMS MANAGEMENT VISITS (QSMVs)

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

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

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

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

The Contractor must address and take corrective and preventive action to any concerns identified as a result of the QSMV, within the required timeframe as cited in the QSMV report or out brief.

Concerns identified during the QSMV, or Contractor failure to take corrective action in response to QSMV findings, will be grounds for terminating the Contractor's contract. The Government may, at its discretion, take other action to correct the concerns identified during the QSMV such as but not limited to unannounced QSMVs. Such action will not eliminate the Government's right to terminate the Contractor's contract should the identified concerns continue, the Contractor fails to take corrective and preventive action, or the Contractor's corrective action fails to correct the problem.

B. PRIME VENDOR PRODUCT QUALITY AUDITS:

1. Basic Audits

- a. The DLA TROOP SUPPORT Prime Vendor Product Quality Audit Program, covering all Food Classes within the Contractor's catalog (Meat, Poultry, Seafood and Processed Products, and other items, "Miscellaneous" as deemed appropriate) functions as a Service and Quality Assurance check for our DoD customers to ensure the war fighters are receiving products of an optimum quality level. The audit objectives are to ensure:
 - i. Contractor adherence to contract requirements
 - ii. The quality level of the materials supplied is satisfactory and uniform throughout the DLA TROOP SUPPORT-FT Prime Vendor Regions.
 - iii. There is no product misrepresentation or unapproved substitution.
- b. The Audit objectives are accomplished utilizing the expertise of the U.S. Dept. of Agriculture (USDA) Agricultural Marketing Service (AMS) Meat, Poultry and Processed Products Graders, U.S. Dept. of Commerce (USDC) National Marine Fisheries Services and DLA TROOP SUPPORT-FT Quality Assurance personnel. Representatives from the above agencies form the DLA TROOP SUPPORT Prime Vendor Product Quality Audit Team.
- c. The Contractor 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. Additional cost may be incurred by the Contractor if their facility does not have a facility/kitchen or the equipment needed to perform the audit. For additional costs associated with Follow Up Audit/QSMV due to prior audit/QSMV failure, see paragraph 6 below ("Follow Up Audits").

NOTES:

- (1) Since there is no destructive sampling performed during a QSMV, there are no anticipated product costs associated with QSMVs. The Prime Vendor will, however, be responsible for any such costs.
- (2) The Government reserves the right to conduct an unannounced QSMV in

lieu of an initial audit or other audit during contract performance if deemed in the best interest of the Government.

2. Audit Process

- a. The Contractor will be given advance notice of no more than sixty (60) calendar days of an impending audit. Effective upon receipt of the notification, the Contractor will not change or delete items from the contract catalog without first receiving written permission from the Contracting Officer to delete the item(s). The Government reserves the right to conduct unannounced food audits or QSMV.
- b. The DLA Troop Support Quality Audit is typically a three (3) day process. Day one is devoted to sample selection at the Contractor's warehouse and performance of the Joint USDA-AMS/DLA Sanitation /Food Defense Audit. Days two and three encompass the performance of the actual Prime Vendor Product Quality Audit.

NOTE: If a Produce Audit is performed in conjunction with a Prime Vendor 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.
 - i. A Produce Quality Audit is typically a two (2) day process. Day one is devoted to sample selection at the Contractor's warehouse and performance of the GAP/GHP/HACCP Audit. Day two encompasses the performance of the actual Produce Quality audit. Warehouse/storage facilities used by the Contractor to store food products intended for DLA customers will be inspected for sanitation and food defense compliance during Joint Quality Audits performed by USDA-AMS's and DLA Troop Support 's Quality Auditors or by USDA-AMS's Auditors as requested/directed by DLA.
- d. Upon arrival at the Contractor's facility (day one), the Lead Auditor will provide a list of items identified for evaluation and the samples will be selected by a USDA-AMS Auditor. The Lead Auditor will accompany the USDA-AMS during the performance of the GAP/GHP Audits, and conduct a compliance evaluation of the contractors approved Food Defense Plan.
- e. Items selected for evaluation will be segregated from the Contractor's regular inventory and appropriate procedures shall be used to maintain the integrity of the samples. Evidence that the Contractor has replaced or tampered with samples, or otherwise interfered with the audit samples and/or audit process will result in the Contractor failing the audit.
- f. During the Prime Vendor Audit the DLA Troop Support Lead Auditor will assign

an item rating based on compliance with or departure from stated requirements as specified in the DLA Troop Support NSN, LSN, or NAPA catalogs. Items will also be audited to determine compliance with the Berry Amendment, approved source requirements, FDA Retail Food Code, USDA- AMS Warehousing Standards, Good Manufacturing Practice, Food Safety

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

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

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

PRIME VENDOR PRODUCT AUDIT RATINGS (COLOR CODE RATING SYMBOLOGY)

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

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

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

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

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

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

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

NOTES:

- (1) **MAJOR NONCONFORMANCE (BLUE)** = At CONUS locations, only the Contracting Officer, not the customer or the Lead Auditor, has the authority to accept wrong items (not meeting item description cited in DLA TROOP SUPPORT catalogs).

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

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

3. Prime Vendor 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. testweight;
- j. A minimum of 10 large flat baking sheet pans, plastic trays or some type of tubs to place thawed meats;
- k. Cart to move samples around;
- l. Cutting boards (two or three);
- m. Large trash cans with bags;
- n. Power hook-up for 3-4 computers;
- o. Access to a copy machine;
- p. Small box for ground beef samples (Approx. 10 oz.) and dry ice or cold packs for mailing;
- q. Miscellaneous supplies: Paper towels; large heavy-duty plastic trash bags; one-gallon zip-lock storage bags (for microwave cooking); one box of large latex gloves; paper flip chart/easel with markers (RED, BLUE, ORANGE, GREEN, BLACK); cellophane tape; binder clips; and a stapler; and
- r. Optional but considered highly desirable: Cloth towels and floor covering to maintain clean and sanitary floor areas.

4. Sample List/Selection of Samples

The Lead Auditor will provide a list of sample items upon arrival at the Contractor's facility. Two samples for each item will be selected. A pick list/picker stickers, six-month velocity or usage report, and an on-hand inventory quantity report (i.e. number of cases on hand) should be developed for each item after receipt of the list. Warehousing assistance will be required to pull and prepare samples for the audit. Assistance with moving samples from the storage areas to the audit area and also continuous removal of items after review will be required on audit days. Some samples will require tempering/thawing. An area will need to be provided for the sample tempering process with a capacity for at least 10 or more single layer pallets side by side. In order to rapidly temper these items, the warmest area at the facility will be needed. Upon tempering the items will need to be placed in a chilled environment. All samples must be stored in controlled conditions to protect from abuse or tampering. Samples of product may be sent for lab testing to ascertain wholesomeness and safety of a product if determination cannot be made by normal inspection/observation during the audit (food safety issues such as wholesomeness, foreign material, contamination or adulteration, etc.). The meat audit items (approx. 13-20) will be primarily Center of the Plate –Beef and Pork- Steaks, Roasts, Chops, Diced, and Ground items. Ground Beef Bulk and Patties may be sent to the USDA laboratory for Analytical testing- Fat only. The Contractor will need to arrange for the shipping of the samples approximately 4 ounces, except in OCONUS areas where prohibition exists or it is impractical. The seafood items (approx. 13-20) will consist of Fish - Portions, Sticks, Fillets, and Steaks, Shrimp, Lobster, Crab, Clam, Oyster, and Crawfish. Poultry items (approx. 13-20) will also be center of the plate items. Processed Products Fruit and Vegetable will consist of approximately 13-20 Items. Miscellaneous item (others) will consist of approximately 13-20 items. Since the DLA TROOP SUPPORT Prime Vendor Product Quality Audit covers all Food Classes within the catalog (Meat, Poultry, Seafood, Processed Products, and other items, "Miscellaneous" as deemed appropriate), samples of "other" items may be selected to make-up the number of samples required for a commodity when the Contractor's Catalog lists a limited number of items for one or more of the major commodities. A combined rating score will be assigned during the audit (e.g., Seafood/Other).

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

5. Audit Results

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

6. Follow-Up Audits

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

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

NOTES:

- (1) In addition to the cost of product and other expenses, the Contractor is also responsible for the reimbursement of USDA-AMS/USDC's Inspection costs, as well as travel costs, associated with a Follow-Up Audit/QSMV conducted as a result of the Contractor's failure of a prior Quality Audit or QSMV. Since there is no destructive sampling performed during a QSMV, there is no cost of product associated with a QSMV.
- (2) The estimated cost of a Follow-Up Audit includes the current USDA-AMS/USDC fee at the time of the audit/QSMV (FY 2017 fee - \$92.00 per hour); in CONUS, two (2) eight

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

7. Audit Failures

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

V. ORDERING and DELIVERIES & PERFORMANCE

1. START-UP / IMPLEMENTATION PERIOD / TRANSITION PLAN

A. 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; b) complete its ability to fully execute all EDI transactions and interact with STORES; and c) fully populate its complete electronic catalog for customer support. The complete electronic catalog must be submitted via 832 transaction prior to the first order date.

B. At a minimum, the following milestones for implementation will be met by the contractor.

Submit a complete 832 transaction: immediately after contract award
Receive first order: November 18, 2018

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

2. ORDER LEADTIMES

A. Orders, other than Emergency Orders or orders for Special Order items, shall be delivered on a "skip

day” basis (the 2nd day thereafter), at a minimum, e.g. Monday orders shall be delivered no later than Wednesday.

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

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

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

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

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

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

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

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

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

3. EMERGENCY/SAME DAY ORDERS

- A. The Contractor shall fulfill emergency orders, i.e. orders for same-day delivery, as needed. Upon receipt, the Contractor will confirm the validity of the order. The Contractor is responsible for providing the ordering facilities with the name of the Contractor representative responsible for notification of receipt and handling of such emergency service and his/her work and cell phone number.
- B. The time emergency orders must be placed for same-day delivery will be 10:00 a.m. local time. Emergency orders may be changed/cancelled no later than 12:00 p.m. (noon) local time. The Contractor will take all actions to deliver the same day as required.
- C. A STORES order must be placed for all emergency orders to assure proper Contractor invoicing and payment. If STORES is inoperable, the order must be entered into STORES post-delivery.
- D. 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.

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

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

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

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

4. SPECIAL ORDER ITEMS and DELIVERY TERMS

- A. The Contractor is not required to maintain any item/LSN on the contract catalog that has an average usage rate of less than 20 cases (or lesser amount as proposed and awarded) per month. However, there are many items required by the customer that are not subject to this requirement, for example infrequently ordered and seasonal or holiday items. Additionally, certain items that are maintained on the contract catalog may require longer lead-time for the Contractor (e.g. 14-21 days). The Contracting Officer must approve longer order lead-times for such Special Order items (see paragraph F below). These items that the Contractor is not required to maintain on its skip-day delivery catalog, but is required to supply as needed, and approved longer lead-time items, are Special Order items.
- B. For items on the catalog that are specified as Special Order items, with a longer than skip-day order lead-time, customers shall submit separate STORES orders for such items, i.e. all items on a single STORES order shall have the same order lead-time and required delivery date.
- C. For items not maintained on the catalog, when required, the customer will provide written email request to the Contractor, and copy the DLA TROOP SUPPORT Contracting Officer/Contract Specialist and Account Manager, for such Special Order items, to include the item description, LSN if known, quantity and required delivery date. The Contractor shall immediately source the Special Order item(s), and shall provide the request to add the item(s) to the contract catalog to the Account Manager, with a copy to the Contracting Officer/Contract Specialist, within 5 working days of receipt of the customer requirement/request. Annotate "SPECIAL ORDER ITEM" on the request form. The Contractor shall be required to make deliveries of Special Order items, as required, no greater than 21 days (for existing suppliers) after approval by the Contracting Officer of the Contractor's add-item request, or no greater than 45 days from Contracting Officer approval when the item supplier is a new source for the Contractor, i.e. the Contractor does not have an existing Purchase Agreement in place with the new item supplier at the time of the Contracting Officer's approval to add the item.

NOTE: Prior to the Special Order request, the customer must obtain approvals from their

Service HQ for all catalog item additions.

- D. After approval by the Contracting Officer to add the line-item/LSN to the contract catalog, the Contractor shall either; (1) acquire the item and add such item immediately to the catalog, at the approved price, designating the item as a Special Order item with the required, longer order lead- time, or (2) acquire the item and add the line item/LSN to its contract catalog, after receipt of such item, for availability for customer skip-day order.
- E. The Contractor shall be required to maintain a historical spreadsheet of all Special Order items, by LSN and item description and including date(s) added to the catalog, and price(s). This spreadsheet shall be available to all customers and the Government, and is intended to streamline the Special Order process for future, repetitive requirements. The Contractor may be required to implement an additional, separate electronic contract catalog exclusively for Special Order items.
- F. The Contractor may, upon approval from the Contracting Officer, designate certain items as Special Order items, i.e. items that will remain on the order catalog but require longer than skip-day order lead-time. These items shall be designated as “SO” in 832 field REF02 with the corresponding order lead-time in 832 field REF03.

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

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

- G. The Contractor may add a reasonable (7-14 day) lead-time to stock numbered items that have an average monthly case movement of less than 20 cases over a six month period. However, there are many items required by the customer that do not meet this requirement, for example infrequently ordered and seasonal or holiday items. *NOTE: THERE IS THE POSSIBILITY OF INFREQUENT ORDERING BY VISITING SHIPS, CARGO, OR THE MSC. Additionally, certain items that are maintained on the contract catalog may require longer lead-time for the Contractor (e.g. 14-21 days). The Contracting Officer must approve longer order lead-times for such Special Order items (see paragraph F). These items that the Contractor is not required to maintain on its seven day delivery catalog, but is required to supply as needed, and approved longer lead-time items, are Special Order items. * THESE CUSTOMERS (DoDAAC’s) ARE NOT TO BE DELETED OR DEACTIVATED FROM THE CONTRACTOR’S SYSTEM UNLESS AUTHORIZED BY THE CONTRACTING OFFICER.
- H. For items on the catalog that are specified as Special Order items with a longer than 7 day order leadtime, customers shall submit separate STORES orders for such items, i.e. all items on a single STORES order shall have the same order lead-time and required delivery date.
- I. After approval by the Contracting Officer to add the line-item/LSN to the contract catalog, the contractor shall either; (1) acquire the item and add such item immediately to the catalog, at the approved price, designating the item as a Special Order item with the required, longer order lead-time, or (2) acquire the item and add the line item/LSN to its contract catalog, after receipt of such item, for availability for customer seven day order.
- J. The Contractor may, upon approval from the Contracting Officer, designate certain items as Special Order items, i.e. items that will remain on the order catalog but require longer than 7 day order lead-time. These items shall be designated as “SO” in 832 field REF02 with the corresponding order lead-time in 832 field REF03.

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

5. ORDER CHANGE and CANCELLATION TIMES

- A. Skip-day purchase orders may be revised, i.e. the required quantity for a line-item(s) may be increased, reduced, or cancelled in its entirety (zero amount), by the customer (by telephone, or receipt-confirmed 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 (i.e. late revisions/cancellations), the Contractor shall not ship/deliver such cancelled items or quantities and shall take all reasonable efforts to sell such residual product(s) to other customers and orders placed under this contract or via commercial sales. In the event that late cancellation of Regular/Special Order item(s), or failure to place a STORES order for a previously requested Regular order/Special Order item(s) results in expiration of shelf-life of such item(s) and a loss to the Contractor, the Contractor shall be entitled to payment for such product loss(es), provided that all of the following conditions occur:
 - 1. The item(s) and quantity was purchased and receipted by the Contractor exclusively for the DLA TROOP SUPPORT ordering customer(s) in accordance with the DLA TROOP SUPPORT customer's written direction;
 - 2. The customer does not order or take delivery of the item or quantity as ordered or requested, and failed to timely revise/cancel the order/request notification in accordance with contract requirements,
 - 3. The Contractor immediately notifies the Contracting Officer of the customer activity(s) failure to order as requested (i.e. for items not previously on the ordering catalog, within 2 weeks of the item going on the catalog; and for long lead-time items on the catalog, within 2-days of late cancellation),
 - 4. The Contractor provides additional written notice to the Contracting Officer when the product has only 45 days or less of shelf-life remaining, to allow for emergency actions within the remaining shelf-life of the item, e.g. discounted commercial sales as authorized by the Contracting Officer, and
 - 5. The Contractor actually incurs the monetary loss and places a claim for such loss. The customer activity that failed to order or to take delivery of such Special Order item(s) as requested or ordered, will be liable for such product loss, and will be billed for any such loss.

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

- A. The Contractor shall be capable of receiving electronic orders via STORES. In conjunction with STORES, the Armed Forces use a food management program to run their dining facilities. In order to be compatible and to take full advantage of its integrated food management function, the current version of STORES includes elements supporting the program. Offerors must have working information technology (IT) systems which are capable of interfacing with STORES in order to be considered for award. Attachment 5 – EDI Implementation Guidelines includes the EDI transaction sets information and specifics.
- B. Subsistence Total Order and Receipt Electronic System (STORES)
1. STORES is the Government's ordering system that is capable of accepting orders from any of the Services'; i.e. Army, Air Force, Navy, or Marines, individual ordering systems and creating Electronic Data Interchange (EDI) orders. In addition, this information is passed to the DLA TROOP SUPPORT Enterprise Business System (EBS) for the purposes of Contractor payment and customer billing. The web link below provides additional EDI information.
 2. Customers will order all of their food and beverage requirements through STORES. Some customers will also be able to order non-food items through STORES. The system will transmit orders to the Contractor. It may be possible during the life of this contract that all customers will have the opportunity to order the non-food items from STORES.
 3. STORES access is required for each Contractor's employee. All STORES users must receive Account Management Provisioning System (AMPS) role approval prior to completing and electronically accepting the electronic user agreement for a STORES account. Detailed instructions on how to gain access to AMPS and STORES can be found in Attachment 6 – STORES – AMPS Customer Vendor Request.
 4. The awardee shall be required to interface with STORES and must be able to support the following EDI transactions:
 - i. 810 – Electronic Invoice
 - ii. 832 – Catalog (Outbound: Vendor to DLA TROOP SUPPORT)
 - iii. 850 – Purchase Order
 - iv. 997 – Functional Acknowledgment
 - v. A complete description of these transaction sets is included in the "STORES EDI Requirements" located at:
http://www.dla.mil/Portals/104/Documents/TroopSupport/Subsistence/STORES_and_EDI_Requirements.pdf or see Attachment 5 – EDI Implementation Guidelines.
 5. The Contractor shall have access to the Internet and be able to send and receive electronic mail (email).
 6. Unit prices and extended prices must be formatted not more than two (2) places to the right of the decimal point. Standard rounding methods must be applied.
 7. The Contractor shall utilize the Government's standard item descriptions and unit package/pack sizes for each catalog LSN in the Electronic Catalog (832 transmission). This data **SHALL NOT** be modified for any LSN.

NOTE: Contractors are highly encouraged to adopt Global Standards One (GS1). The

adoption of GS1 Standards in the Foodservice Industry will greatly improve efficiency, product information, and food safety. The GS1 Standards begin with GS1 identification numbers, for products, using GS1 Global Trade Item Numbers (GTINs). GTINs uniquely distinguish all products (trade items), and logistic units across the supply chain from manufacturer to consumer. GTINs provide the link between the item and databases containing detailed information pertaining to that item. If your trading partners currently use GTINs, please reference Attachment 5 STORES EDI Implementation Guidelines for segment and element instructions.

For more information regarding GS1 and GTINs, please visit the GS1 US website: www.gs1us.org/foodservice or contact:
Julie McGill, Industry Relations Director, Foodservice, GS1, US, T +1 312.463.4032, Ejmcgill@gs1us.org or Dennis Harrison, Senior Vice President, GS1 US, T +1 609.620.4522, Edharrison@gs1us.org.

C. STORES Ordering Process

1. All customers are required to electronically submit every order through the Government's STORES system.
2. If the STORES system is down, the Contractor shall accept the order via 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 5. ORDER CHANGE and CANCELLATION TIMES above. **In this event, the Contractor shall clearly annotate the quantity adjustment on the delivery ticket/invoice, and the customer shall receipt the correct delivered quantity.**

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

- A. A separate STORES order must be placed by the customer for all substitution/replacement items. This order must be placed by 3:00 pm local contractor time on the day prior to the required delivery date.
- B. All orders will be treated on a fill-or-kill basis; there can be no substituting of items. Specifically, a purchase order line item quantity will either be filled (whether in whole or in part) or, if the item is not in stock, it will be reported as a zero fill on the vendor's invoice. If an item is not available, partially or in whole, the

contractor shall notify the customer as soon as the non-availability is known but no later than 24 hours prior to the required delivery date/time. Along with this notification, the contractor shall also provide notification to the customer if there is an item on the existing STORES catalog that may serve as a replacement for the non-available item. If the customer agrees, then the customer will place a separate order for that line item. The replacement item will be delivered along with the rest of the purchase order however it will be invoiced separately, including a separate purchase order number, CLIN, etc. The vendor must show the original item as a zero quantity fill on their first invoice, and the replacement item on the second invoice. The replacement item will be priced at its own catalog price. Invoices must have all the correct information (contract number, purchase order number, CLIN, quantity, price, etc.) in order to be paid. The Contract Specialist/Account Manager shall be copied on the required notification.

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

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

- A. The Contractor shall put a hold on stock upon receipt of Navy customer order, when proper order lead time is provided, i.e, 7 days, 14 days or 21 days. The Contractor shall advise the customer by 12 noon on the day after the order is placed of the hold or non-availability of an item. At this time, if it appears that the Contractor does not expect a stock replenishment (in sufficient time to fulfill the requirement), the Contractor will source a NAVSUP approved suitable replacement. NAVSUP will make the final decision on the acceptability of any replacements.
- B. The Contractor may charge a “restocking fee” for canceled orders resulting from unforeseen circumstances such as pier closures, ceremonies, or weapons load outs.

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

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

- A. Catch-weight items are items for which a weight range per purchase case is acceptable; normally meat items purchased by the pound, e.g. 8905-01-E29-2117, Beef Flank Steak, 11-15 LB.
- B. Non-catch weight items are all other items, which must meet the exact case weight or units per purchase pack.
- C. There shall be zero variation in quantity for non-catch-weight items, i.e. the Government shall not be obligated to accept and purchase any quantities of any item delivered in excess of the exact order quantity.

9. DELIVERY DESTINATIONS AND INSTRUCTIONS

- A. Deliveries shall be F.O.B. destination to all ordering activities and delivery points. All items will be delivered to customer locations, free of damage, with all packaging and packing intact. The Contractor shall remove all excess pallets used for delivery from the CONUS customer’s location. No pallet exchange programs will be available for the customers listed in this solicitation. Deliveries shall be scheduled according to the customer’s timetable as listed below. However, the delivery schedules listed below are subject to change based on customer needs and such changes will be made at no expense to the Government and will not require a contract modification.
- B. Installation delivery routes and stop-off sequence will be coordinated and verified with

the installations on a post award basis by the awardee(s).

- C. All deliveries are subject to military inspection at destination. Delivery vehicles may be required to stop at a central location for inspection before proceeding to the assigned delivery point(s). Additionally, upon completing the delivery (or deliveries) and before the carrier leaves the installation, copies of the delivery tickets/ invoices may be required to be delivered to a central "Accounting Office" activity on the installation after all drops have been made and prior to the carrier's departure from the installation.
- D. Specific delivery point information is provided below. Some installations have more than one delivery point. Pertinent information has been included to explain specific customer delivery requirements, point of contact and instructions.
- E. Products for individual customers/dining facilities must be segregated. Many of the military bases have more than one delivery point. All products shall be segregated by drop-off point. The intent is to provide expeditious off-loading and delivery to the customer.
- F. The Contractor shall also ensure that the personnel loading and delivering the product provide prompt and efficient service to the customer.

CUSTOMERS/DELIVERY POINTS: DELIVERIES/REMARKS

This is a list of all of the customers serviced under this solicitation. See below for a complete listing of all customers supported under this solicitation and their delivery addresses. Refer to page 27 for a list of all the ordering customers and their estimated sales usage.

CUSTOMERS	DELIVERY SCHEDULE
DODAAC: W42NU4 KARLA SELLERS/Fort Polk TISB 7670 Virginia Ave. Fort Polk LA 71459 Poc: Prissy Williams / Lovely Feagins Phone (337) 531-6176 / DSN 863-6176	Delivery: Monday, Wednesday, Friday Delivery Time: 6.00 A.M - 10:00 A.M TISB: 08:00AM - 11:00AM
DODAAC: Z47710 USCG ISC NEW ORLEANS 4400 Dauphine Street New Orleans, LA 70146 Poc: GySgt Jerwon Stephens Phone: x-(504) 467-4933	Delivery: Tuesdays Delivery Time: 07:00AM - 10:00AM
DODAAC: Z30338 / CGLA01 COAST GUARD STATION NEW ORLEANS 201 Hammond Hwy Mertiaire, LA 70005	Delivery: Tuesday, Thursday Delivery Time: 7:00 A.M - 10:00 A.M

Poc: FS1 Donald S. Bisesi Phone: x-(504) 846-6181	
DODAAC: CGLA01 PORT OF NEW ORLEANS, LA 201 Hammond Hwy Mertiaire, LA 70005 Poc: FS1 Donald S. Bisesi Phone: x-(504) 846-6181	Delivery: Tuesday, Thursday Delivery Time: 7:00 A.M - 10:00 A.M
DODAAC: CGMS01 PORT OF GULFPORT, MS 991 23rd Ave Gulfport MS 39501 Poc: FS1 Leroy Anderson Phone: x-(228) 868-3743	Delivery: Tuesday, Thursday Delivery Time: 7:30 A.M - 02:00 P.M
DODAAC: Z30335 COAST GUARD STATION GULFPORT 991 23rd Ave Gulfport MS 39501 Poc: FS1 Leroy Anderson Phone: x-(228) 868-3743	Delivery: Tuesday, Thursday Delivery Time: 7:30 A.M - 02:00 P.M
DODAAC: N63043 NAVAL AIR STATION, MERIDIAN 207 Fuller rd Merdian, MS 39309 Poc: Angela Dixon / Antonio Walker Phone: x-(601) 679-3980	Delivery: Monday, Wednesday, Friday Delivery Time: 6:00AM-10:00 AM
DODAAC: N62604 NCBC-GULFPORT Bldg 121 Gulfport, MS 39501 Poc: CS2 Aaron Goddard Phone: x-(228) 871-3464	Delivery: Monday, Wednesday, Friday Delivery Time: 6:00AM-10:00 AM

DODAAC: N00206 NAS NEW ORLEANS 400 Russell Ave Bldg. 513 Belle Chase, LA 70037 Poc: Steven Hendricks Phone: x-(504) 678-3989	Delivery: Tuesday, Thursday Delivery Time: 7:30 A.M - 02:00 P.M
DODAAC: FT6242 MISSISSIPPI AIR NATIONAL GUARD 141 Military Dr Jackson, MS 39047 Poc: E-7 Betty Rice Phone: x-(601) 405-8286	Delivery: Tuesday, Thursday Delivery Time: 7:00 A.M - 02:00 P.M
DODAAC: FT6241 186TH ARW 6225 M. St Bldg 204 Meridian, MS 39307 Poc: Glindice Wheaton Phone: DSN: 778-9842	Delivery: Tuesday, Thursday Delivery Time: 7:00 A.M - 02:00 P.M
DODAAC: FT9054 KEESLER AFB, MS 611 Parade Lane Keesler AFB, MS 39534 Poc: Roy Jackson / Kenneth Wilcher Phone: DSN: 597-2306 / 597-2946	Delivery: Monday, Wednesday, Friday Delivery Time: 6:00 A.M-11:00 A.M
DODAAC: FT6243 MISSISSIPPI AIR NATIONAL GUARD 4715 Hewes Ave Gulfport, MS 39507 Poc: Trica Smith (228) 214-6156 Poc: CHONDRIA L RUSH, SSgt, MS ANG Phone: (228) 214-6170 DSN: 363-6170	Delivery: Tuesday, Thursday Delivery Time: 7:30 A.M - 02:30 P.M
DODAAC: FM3010 KEESLER NUTRI.FLIGHT MEDICINE	Delivery: Monday, Wednesday, Friday Delivery Time: Starts 6:00 A.M.

301 Fisher St Biloxi, MS 39534 Poc: SSgt Anna Jeffers Phone x-228-376-5055	
DODAAC: FT9115 PC TROOP & RED RIVER, BARKSDALE AFB 331 Curtis Rd Barksdale AFB, LA 71110 Poc: SrA Justin Sowell Phone: x-(318) 456-7227	Delivery: Monday, Wednesday, Friday Delivery Time: Before 11:00 AM
DODAAC: FT9115 PC TROOP & RED RIVER, BARKSDALE AFB 331 Curtis Rd Barksdale AFB, LA 71110 Poc: SrA Devin Wigley (318) 456-4769 Phone: x-(318) 456-4769	Delivery: Monday through Thursday Delivery Time: Before 11:00 AM
DODAAC: FT6171 159TH LOUISIANA ANG Bldg 473, Rm E-116 400 Russell Ave New Orleans, LA 70143 Poc: MSgt Gregory Price 504-391-8539 Poc: TSgt Hughes 504-391-8421	Delivery: Tuesday, Thursday Delivery Time: 7:30 A.M - 02:00 P.M
DODAAC: NOAAMS NOAA Ships Pascagoula Mississippi 151 Watts Ave Pascagoula, MS 39567 Poc: Platon Acob Phone: (228) 352-2060	Delivery: Monday thru Friday Delivery Time: 6:30 A.M - 02:00 P.M
DODAAC: 1333AE NOAA Ships Pascagoula Mississippi 151 Watts Ave Pascagoula, MS 39567 Poc: Margaret Coyle 134452 Phone: (228) 769-7905	Delivery: Monday thru Friday Delivery Time: 6:30 A.M - 02:00 P.M

DODAAC: 134452 NOAA Ships Pascagoula Mississippi 151 Watts Ave Pascagoula, MS 39567 Poc: Mike Sapien - (228) 369-6212 Poc: Margaret Thompson-Coyle 530-526-2629	Delivery: Monday thru Friday Delivery Time: 6:30 A.M - 02:00 P.M
DODAAC: NOAALA NOAA SHIPS/Mayport FISC Poc: David Pierce Phone: (904) 270-5699	Delivery: Monday, Wednesday, Thursday Delivery Time: 6:30 A.M - 02:00 P.M
DODAAC: N47905 FISC JAX DET PASCAGOULA, MS 2000 Jerry St PE Hwy Pascagoula MS 39567 Poc: David Pierce Phone: (904) 270-5699	Delivery: Monday, Wednesday, Thursday Delivery Time: 6:30 A.M - 02:00 P.M
DODAAC: CGMS02 PORT OF PASCAGOULA, MS 100 Singing River Island Pascagoula MS 39595 Poc: FS1 Charles Coleman Phone: (228) 769-5650	Delivery: Monday, Wednesday, Thursday Delivery Time: 6:30 A.M - 02:00 P.M
DODAAC: FT6627 DETACHMENT 1, 307 RED HORSE 307 RED HORSE Poc: TSGT Artie Spiller (210) 925-6052 Phone: x-(210) 925-6052	Delivery: Monday, Wednesday, Friday Delivery Time: Before 11:00 AM
DODAAC: W81N0C CP SHELBY 181 1st Street	Delivery: To Be Advised Delivery Time:

Poc: HICKOX, SSGT, USAF 813-826-4870 Phone: x-813-826-4870	
DODAAC: W81R07 CP MCCAIN Poc: Sgt. Watson Phone: x-(662) 294-0067	Delivery: To Be Advised Delivery Time:
DODAAC: Z30328 USCG, STATION, GRAND ISLE Poc: FOOD SERVICE OFFICER Phone: Not Available	Delivery: To Be Advised Delivery Time:

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.
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. Adding customers outside the contract geographic distribution region:

1. This provision applies to the following customers:
 - i. A new DoD or non-DoD federal customer that is not within the resulting contract's geographic distribution region and for which the Contractor will not accept the customer(s) at the effective contract price.
 - ii. An existing DoD or non-DoD federal customer that is not within the resulting contract's geographic distribution region but has been previously supported on a separate contract covering a separate and distinct geographic distribution region, and for which the Contractor will not accept the customer(s) at the effective contract price.

2. The customers described in paragraph B.1., above, and their foodservice requirements, may be added to any contract resulting from this solicitation as follows:
 - i. In the judgment of the Contracting Officer, the customer(s) at issue is/are located in an area that is considered adjacent or proximal to the geographic distribution region of the resulting contract. In a circumstance where the customer is located in an area that is adjacent or proximal to numerous different existing prime vendor contracts, the decision of which contract is most satisfactory to the Government for purposes of adding the customer(s) will be within the sole discretion of the Contracting Officer, taking into consideration numerous factors, including, but not limited to, those contained in this provision. Further, to that end, it is the Contracting Officer's sole decision as to which existing contractors available in the aforementioned region(s) will be solicited for the support of the customer(s).
 - ii. Complete price proposals to support the potentially new customer(s), to include distribution and delivered prices, will be requested by the Contracting Officer. Prior to any customer being added to the resulting contract, the Contracting Officer shall determine all proposed prices to be fair and reasonable. To this end, negotiations may be required in which the same processes and procedures contained within the instant solicitation may be employed.
- C. Under no circumstances may the resulting contract's maximum dollar value be exceeded as a result of additional requirements of any new customer(s).

11. HOLIDAYS

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

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

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

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

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

12. AUTHORIZED RETURNS

A. The Contractor shall accept returns under the following conditions:

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

13. SHORT SHIPMENTS AND SHIPPING ERRORS

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

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

14. WAREHOUSE/TRANSPORTATION

The offeror must possess a fully functional and operating commercial food distribution warehouse (including distinct temperature-controlled sections for dry, chill and frozen products, and docks for receiving/shipping product) of sufficient size and sufficient open capacity to satisfactorily perform on this contract. The offeror must also have the ability to pick ordered product, stage and wrap in pallets for shipping and transport product in temperature-controlled, temperature recording trucks directly to all the customers listed in the delivery schedule on an ongoing basis fulfilling skip-day schedule as described herein. Attachment 2 – Louisiana/Mississippi Catalog of Items for SPE300-19-R-X004 contains the current line items/SKUs that are being used by the customers. An offeror must have the ability to fulfill all the customers' food supply requirements on a long-term, just-in-time basis in terms of both warehouse and transportations capabilities.

15. FEMA Order Tracking

1. a) In order to facilitate tracking of shipments for Federal Emergency Management Agency (FEMA) orders, the following information is required within 3 hours of material shipment: commercial bill of lading (CBL), delivery order (DO) number, trailer number, trailer license plate number, trailer license plate state, seal number, origin facility, destination facility, estimated delivery date/time, actual shipped date/time, comments. A sample spreadsheet is attached.
- b) For orders shipped directly to destination by the Prime Vendor, the information shall be emailed to FEMA-TRACC-HQFEMA-TRACC-HQ@fema.dhs.gov with a copy to

Kaitlin.Overstreet@associates.fema.dhs.gov and Kathleen.Bareswilt@associates.fema.dhs.gov

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

2. There is no additional charge to the Government for this addition.

VI. ADDITIONAL PERFORMANCE REQUIREMENTS

1. PERSONNEL

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

2. FOOD DEFENSE

- A. The DLA Troop Support Subsistence Directorate provides world-wide subsistence logistics support during peacetime as well as during regional conflicts, contingency operations, national emergencies, and natural disasters. At any time, the United States Government, its personnel, resources and interests may be the target of enemy aggression to include espionage, sabotage, or terrorism. This increased risk requires DLA TROOP SUPPORT to insure steps are taken to prevent the deliberate tampering and contamination of subsistence items. Such precautions are designed to provide for Food Defense as described by the Food & Drug Administration (FDA) at www.fda.gov/Food/FoodDefense/.
- B. The Contractor must maintain a valid Food Defense Plan that describes what procedures are in place to prevent product tampering and contamination, and assure overall plant security and food safety during the performance period of this contract.

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

- C. The Contractor/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 to www.dla.mil/Portals/104/Documents/TroopSupport/Subsistence/FoodSafety/FoodQuality/food

[defense_check.pdf](#)

The Contracting Officer may conduct ongoing verifications of the Prime Vendors security and food defense system throughout the life of the contract. Failure to maintain an acceptable food defense plan may be considered a breach of contract. DLA Troop Support will conduct Food Defense Audits/reviews during Prime Vendor Product Quality Audits, Unannounced Quality Systems Management Visits and/or other visits to verify the implementation, compliance and effectiveness of the firm's Food Defense Plan.

3. SECURITY MEASURES

A. The following security guidance is also provided:

1. Make sure all boxes, bags, etc. are intact and demonstrate no evidence of tampering. All incoming truck drivers should provide adequate identification upon request. Visitors should also be properly identified and access limited to appropriate areas. Procedures for storing product should adequately control access to eliminate any possibility of product adulteration.
2. Specific Military installations may require trucks to be sealed after each delivery stop. If this is or becomes a requirement, the Contractor shall be responsible for providing the seals and the following procedures shall apply:
 - a. Never leave open trucks unattended, and use bolt-seals when possible to designate loaded trailers.
 - b. Serial coded security seals shall be properly placed on all delivery vehicles and registered/logged in per delivery.
 - c. When split/consolidated deliveries are authorized, the delivery vehicles are required to be sealed after each delivery point with a serial number coded seal.
 - d. The military liaison or designated representative at the drop-off point shall be responsible for cutting the seal, verifying the serial number on the invoice, re-sealing the delivery vehicle with the new seal and annotating the number on the delivery ticket.
 - e. Under no conditions will drivers re-seal delivery vehicle or complete the associated paperwork.
 - f. Split/consolidated deliveries made in conditions other than those cited above are subject to be rejected by the customer.
3. The Contractor will ensure that employee background checks are up to date.
4. Ensure drivers have communication devices available in the event of an emergency and establish emergency phone numbers for them to use.
5. Firms should keep customer routes, etc. on a need to know basis.
6. Review of overall organizational corporate security plans should be conducted to assess or reduce risk. It is important to convey to all warehouse, office and fleet personnel that security should not be taken lightly and any suspected adulteration or evidence of product tampering must be reported immediately.

B. RapidGate/Defense Biometric Identification System (DBIDS)

Many bases may require enrollment in either RapidGate or the Defense Biometric

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

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

C. Force Protection Conditions (FPCON)

The Contractor must be aware of the Department of Defense System and cooperate with all security measures that could be enacted by a specific installation. The Contractor must plan accordingly to ensure all deliveries are made with little or no interruption, assuming the base is accepting deliveries, when higher FPCON levels are enacted. (See Attachment 3 – FPCON for more details.)

D. Information Protection

The Contractor shall maintain, transmit, retain in strictest confidence, and prevent the unauthorized duplication, use and disclosure of information. The Contractor shall prevent unauthorized release of sensitive information, including, but not limited to, receipt, accountability, safeguard, destruction, and investigation of any computer security, internet security, network security, information security, security, computer, network, information, hacking, hacker, exploits, and vulnerabilities. The Contractor shall provide information only to those employees of the Contractor and its subcontractors who have a need to know such information in the performance of their duties under this contract. Information made available to the Contractor by the Government for the performance and administration of this effort shall be used only for those purposes and shall not be used in another way without the written agreement of the Contracting Officer.

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

This solicitation includes items that are critical to support the Department of Defense's ability to conduct contingency operations. These items are designated as the S&S requirements, including the Services' go-to-war

requirements. S&S requirements are reflected in the contract maximum 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, 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 with initial proposal to be reviewed for acceptability (see Other Submission Requirements) and will be invoked, as necessary.

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

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

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

percentage stated in this contract.

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

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

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

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

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

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

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

The following definitions apply:

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

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

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

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

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

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

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

(1) The S&S quantity and delivery requirements can be fully covered within the supplier's resources.

(2) The S&S delivery schedule can be fully covered with early deliveries due to unit pack shipping.

(3) The total S&S quantity and delivery requirements can be met but at a different delivery rate, and the supplier has no cost-effective investment strategy that would improve the capability to deliver according to the quantity and delivery requirements.

(4) The total S&S quantity and delivery requirements can be met but at a different delivery rate, and includes an investment strategy that would improve the supplier's capability to deliver according to the surge quantity option (e.g., the surge quantity option calls for 50% of estimated annual demand quantity or an exact quantity of 20 boxes) every 10 days, and the vendor can meet the schedule starting in the third ordering period but needs Government investment to become capable of meeting deliveries in the first two months).

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

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

(d) Government Investments. Use of Government investment may be considered to address S&S coverage shortfalls as specified under (c)(3) to (7) above only when it is in the Government's best interest. Use of Government investment is limited per clause 52.217-9010. Contracting Officer

(CO) approval is required for any Government investment requests and any investment costs incurred by the supplier without the explicit written approval of the Contracting Officer are the sole responsibility of the supplier.

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

(f) Supplier notification of S&S capability changes. The supplier agrees to maintain S&S capability to produce and/or deliver the S&S quantity identified in the Schedule of supplies in accordance with the approved CAP and S&S terms and conditions throughout the life of the contract. Changes that negatively impact S&S capability must be reported in writing to the Contracting Officer within ten (10) working days after the supplier becomes aware of such an impact. Such notification must include a revised S&S CAP with the supplier's proposed corrective action(s) and date when the supplier can attain the required S&S capability. Refer to 52.217-9007(a) for instructions on submitting changes to the CAP.

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

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

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

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.

“Electronic CAP, or eCAP” means an electronic version of the CAP that the offeror can complete online. The web address and instructions for completing the eCAP are provided in the solicitation.

(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 22% of the supplies for proposed contract from all SB firms (vs. LB firms). Within the subcategories, the Prime Vendor will obtain the minimum percentage for the following goals: 5% from SDB; 5% from WOSB; 3% from SDVOSB firms, and 3% from HZSB firms. Per the DoD Office of Small Business Programs Goals for FY18, refer to: www.medium.com/@BusinessDefense/dod-fy-2018-small-business-procurement-goals-e9ebae1a8927

- B. The Contractor shall ensure that SB, SDB, WOSB, SDVOSB, and HZSB concerns will have an equitable opportunity to compete for subcontracts or as product suppliers on this acquisition as identified in its proposal and accepted by the Government during the performance of this contract.

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

VII. CONTRACT ADMINISTRATION DATA

1. ADMINISTRATION AUTHORITY

- A. The DLA TROOP SUPPORT Prime Vendor Supplier Operations Office will perform administration of the contract. The DLA TROOP SUPPORT Contracting Officer is the only person authorized to approve changes, or modify any requirement of the contract. Notwithstanding any provisions contained elsewhere in the contract, said authority remains solely with the DLA TROOP SUPPORT Contracting Officer.
- B. A Government designated representative at the ordering activity will perform administration of the individual delivery order. This includes approving product substitutions and delivery changes.
- C. In the event the vendor effects any change at the direction of any person other than the DLA TROOP SUPPORT Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made. The Contracting Officer must authorize any modification or costs associated with a change.
- D. Requests for information on matters related to this contract, such as an explanation of terms or contract interpretation, shall be submitted to the DLA TROOP SUPPORT Contracting Officer.

2. CATALOG CHANGES

- A. The market basket of items, along with their respective prices as determined fair and reasonable during the acquisition process, will become the basis of the catalog. It should be noted that this Market Basket represents a minimum of 40% of the customers' requirements. After award 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. Wednesday 1:30pm local Philadelphia time).
- 2. Such notification should provide the LSN, item description, and brand/label.
- 3. When an item is deleted, the notification should include the fully explained reason for the requested deletion, e.g.: customers requested replacement item xxxx, item being discontinued and replaced by xxxxx, insufficient demand (with details), etc.

If a product is no longer required or replaced by a new item due to customer preference, the customers must **draw down** the existing inventory before ordering the new replacement item.

If a product is discontinued by the manufacturer, i.e., such as a pack size, and the pack size change is not acceptable to the customer, the contractor may be required to source another manufacturer's product.

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

C. Price Changes –

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

D. **Catalog Changes**

Submission of 832 catalog transactions for all changes additions, deletes and 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 provide sufficient information to the Contractor to enable it to promptly source the required item. **NOTE: Prior to all requests, the customer must obtain approval from their Service HQ (AF and Navy) and Food Program Manager (Army and Marines) for all catalog item additions.**
- B. The Contractor shall source the item and submit, by email, the fully completed LSN Request Form to add such item(s) to the DLA Troop Support Account Manager within 5 working days of the complete request. The contractor shall copy the DLA Troop Support Contract Specialist. The Local Stock Number (LSN) Request forms, completed in full is available at:

www.dla.mil/TroopSupport/Subsistence/FoodServices/mpanapa/mpa.aspx

- C. Each Contractor request to the Contracting Officer to add new item(s) must include the following documentation: copy of manufacturer's/grower's/private label holder's or Redistributor's original invoice and a screen shot in your electronic purchasing system signifying the delivered price, or a written price quote on the manufacturer's letterhead if the item is not currently in stock, and a copy of the product label. For any new add requests for items which have closed shelf life code dates, the Contractor is required to provide code break data so the Government can determine the product expiration date.
- D. Once an item has been authorized and approved by the Contracting Officer, written notification will represent the Contracting Officer's determination of price reasonableness.
- E. The Contractor shall promptly add the item to the catalog in the first weekly 832 transmission after Contracting Officer approval, and have the item available for order and delivery within 21 days of receipt of such Contracting Officer approval for existing suppliers, or no greater than 45 days from Contracting Officer approval when the item supplier is a new source for the Contractor, i.e. the Contractor does not have an existing Purchase Agreement in place with the new item supplier at the time of the Contracting Officer's approval to add the item.

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

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

4. FILL RATES

Order fill rates shall be calculated by the Contractor on an on-time, per order basis and tracked for monthly submission to the Contracting Officer/Account Manager. To ensure accuracy in the Contractor's reported fill rates, the Government will utilize its own internal data for comparison purposes. The fill rate will be measured in two categories: non catch-weight items and catch-weight items. The required contract purchase order fill rate is 98.5% for non-catch-weight and catch-weight items.

During contract performance, failure to achieve fill rate requirements may have a negative effect on past performance ratings for future acquisitions. Fill rates will be documented in the Contractor Performance Review System (CPARS) and low fill rates may impact past performance evaluations on subsequent acquisitions.

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

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

B. 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.B 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)	
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Code	Reason
C02	Customer Decreased Quantity Or Cancelled (Including Pre-Delivery)
C03	Cancelled Due To Operational Schedule Change
C04	Insufficient Lead Time
C05	Rejected Due To Quality Issues
C07	Other, Caused By Vendor
C08	Other, Customer Issue
C09	Late/Non-Delivery of C02 Canisters (Where applicable)
C10	Vendor Not In Stock Or Short Shipped (No Replacement Ordered)

C11	Vendor Not In Stock Or Short Shipped (Replacement Ordered)
D01	Valid STORES System Issues (Receipt, Catalog, PRF, etc....)
D04	CONUS/OCONUS NIS Approved By The Contracting Officer/COR
V01	Monthly Item Demand Exceeds Average Demand By >300% (OCONUS Only)
V02	Newly Cataloged Item (Insufficient Time For Vendor To Capture Demand History)
V03	Low Shelf Life Item - Frequency Restocking Required
V04	Customer Decreased Quantity Or Cancelled (Including Pre-Delivery)
V05	Customer Based Order Quantity On The Incorrect Unit Of Issue
V06	Customer Did Not Provide Sufficient Ordering Lead Time
V07	Item Being Phased Out (Catalog Timing Issue - Does Not Include Vendor Voluntary Brand Changes)
V08	Catch Weight Adjustment (Customer Orders 100 Lbs Actual Weight Of Product Is 98 Lbs)
V09	Product Recalled
V10	Other (Vendor To Provide Specific Explanation/Backup Documentation For "Other" Exception)
V11	Vendor Not In Stock Or Short Shipped
V12	CONUS/OCONUS NIS Caused by DTS Delay - Approved By The Contracting Officer/COR

Fill Rate Exception Codes (Navy Afloat (Ships) Only)
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Code	Reason
C02	Customer Decreased Quantity Or Cancelled (Including Pre-Delivery)
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)
V01	Monthly Item Demand Exceeds Average Demand By >300% (OCONUS Only)
V02	Newly Cataloged Item (Insufficient Time For Vendor To Capture Demand History)
V04	Customer Decreased Quantity Or Cancelled (Including Pre-Delivery)
V05	Customer Based Order Quantity On The Incorrect Unit Of Issue
V08	Catch Weight Adjustment (Customer Orders 100 Lbs Actual Weight Of Product Is 98 Lbs)
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

[illegible]

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

[illegible]

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

A. Contractor quantity performance will be measured by the number of filled line items accepted by the customer as compared to line items ordered by the customer. The Contractor will provide the customer's signed invoice or receipt document to their local NAVSUP Fleet Logistics Center STORES operator the same day the order was delivered and accepted by the customer.

For catch weight items, the Contractor will meet or exceed the requisition required weight.

****A line item and stock numbered item are the same for the purposes of calculating fill rates.**

$$\text{Line Item Fill Rate} = ((\text{Quantity Accepted})/(\text{Quantity Ordered})) \times 100$$

B. The Contractor will provide a line item fill rate of 98% without substitutions. This is measured by the quantity of each line or stock numbered item accepted divided by the quantity of each line or stock numbered item ordered, all within one order opportunity. It is not necessary to propose a higher fill rate, nor will we evaluate a proposed higher fill rate. During contract performance, higher fill rates may result in a higher Past Performance and Experience rating for option determinations and 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. If a Contractor delivers less than 98% of the customer ordered quantity, the affected line item will be considered not filled for performance reporting purposes only (i. e. Contractor still receives payment for quantity accepted based on submitted invoice, even if line item fill is below 98%). A fill rate below 98% is considered unacceptable and will be counted against the vendor's performance rating. No single line item will be credited for more than 100% fill-rate. The Contractor's performance will be verified against the Subsistence Total Order Requisitioning Electronic System (STORES) for accuracy.

C. The Contractor shall promptly inform the Acquisition Specialist or 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 Government agrees with the justification, the Government will post the exception into its in-house system which will result in the order or line(s) either being excluded from the Government fill-rate calculation or the correct order and receipt quantities being included in the calculation. These excusable instances represent Fill-Rate Exceptions, and are shown below.

Non-conforming cases, e.g. incorrect items (mis-picks) and damaged cases will not be accepted and receipted. The Contractor shall submit its fill-rate report (to include a line by line fill rate) to the DLA Troop Support Contracting Officer. The reports shall be based on order required delivery dates (RDD), not order placement dates. The Government will compare and attempt to reconcile the Government and Contractor's report. The Government's fill-rate report will be the official government record for contract performance evaluation. The Contractor shall submit its hard-copy fill-rate report grouped and sorted by customer DODAAC (first 6 positions of the PO), and then sorted by PO within each DODAAC grouping. Only POs whose Required Delivery Date (RDD) falls within the report period, should be included on the report. In addition to the hard-copy fill rate report, and the aforementioned Vendor Fill Rate Exception Spreadsheet, the Contractor is required to submit an additional spreadsheet which is an electronic version of their hard-copy fill rate data. The Contractor shall use the provided, pre-formatted DLA Troop Support Vendor Fill Rate Line by Line Spreadsheet. Contractors are not permitted to reformat the spreadsheet. Column totals are not desired on this spreadsheet.

The Government fill rate will be the official fill rate.

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

6. FOOD SHOWS

- A. The Contractor is required to advise the Contracting Officer and the Acquisition Specialist of all Food Shows that are conducted throughout the course of the contract. The Contractor is not required to conduct a Food Show specifically for its DLA contract customers; however, the Contracting Officer reserves the right to participate in any Food Show that the Contractor conducts for its general business. Participation may or may not involve customers or DLA personnel attending the Food Show.
- B. Should the Contracting Officer choose to participate,

- 1) Approximately one (1) month prior to the Food Show, the Contractor shall furnish the Contracting Officer and/or Acquisition Specialist the following information:
 - (a) List of manufacturers/brokers attending the Food Show;
 - (b) Map showing the locations of booths;
 - (c) Effective period of any offered allowances, i.e. off-invoice discounts;
 - (d) Statement as to whether the allowances are applicable to all orders placed within the effective period, and
 - (e) Usage report for all customers covered by the contract. This data shall represent the same number of weeks as the effective period of the allowances. The data shall be a consolidation of all customers, and be sorted in booth order sequence. At a minimum the following elements are required:
 - (i) Vendor Part Number;
 - (ii) Description of item;
 - (iii) Usage quantity;
 - (iv) Manufacturer/Brand; and
 - (v) Booth Number of the exhibitor and the products they represent
- 2) At the end of the Food Show allowance period, the Contractor shall submit to the Contracting Officer/Acquisition Specialist a Food Show savings report by customer. This shall be completed within 2 weeks of the end of the allowance period. A total sales report for the same period shall also be submitted.
- 3) Food Show allowances must be passed on to the customers directly as a discounted price. Accordingly, when the applicable items are ordered, the price must reflect the discount if ordered during the specified time frame. The discounted price is the price that is to be submitted via the 832 catalog transmission. All decreases in price must be submitted via the 832 transmission the week prior to the beginning of the allowance period.

7. CUSTOMER SERVICE AND SUPPORT

- A. The Contractor shall treat each and every customer covered under this contract with the same customer service policy given to their commercial and/or other accounts.
- B. The Contractor shall provide at least one (1) full time Customer Service Representative to maintain continuous contact with all the ordering activities. The name of the representative and the phone number, mobile phone number, beeper number, email address, and any other method of communicating with the representative, shall be furnished to the customers after award. If the Customer Service Representative is out of the office there shall be a backup Customer Service Representative that can maintain continuous contact with all the ordering activities.
- C. The customers in this area have periodic food menu board meetings and the Contractor may be invited to attend these meetings. At these meetings, the customers not only review their internal business practices, but the Contractor can utilize this forum to show new products, demonstrate product preparation, provide nutritional information and address any other concerns the customer may have. Contractors shall participate in these meetings as requested.
- D. The Contractor shall hold meaningful interactions with all customers serviced under the resultant contract at a minimum of once per month via customer visits, telephonically, or electronically, in order to maintain open communication and address any issues that may arise. The method of Contractor interaction with the customer may vary according to the needs of the customers, and more than one meaningful contact may be

required per month. The Contractor must document their customer contact/visits and provide a copy to the Contracting Officer upon request.

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

E. NON-ACCEPTABILITY OF GOVERNMENT SURPLUS MATERIAL

(a) Definition.

“Surplus material,” as used in this clause, means new, unused material that was purchased and accepted by the U.S. Government and subsequently sold by the DLA Disposition Services, by Contractors authorized by DLA Disposition Services, or through another Federal Government surplus program. The terms “surplus” and “Government surplus” are used interchangeably in this clause.

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

VIII. SPECIAL CONTRACT REQUIREMENTS

1. NON-COMPETE PROVISION

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.

(1) Reports received from Contractor

Frequency

(i)	Fill Rate, Non Catch-Weight Items	Monthly
(ii)	Fill Rate, Catch-Weight Items	Monthly
(iii)	Ability One Subcontracting	Monthly
(iv)	Small Business	Monthly
(vi)	Descending Dollar	As Required
(vii)	NAPA Report	Monthly

(viii)	Customer Contact/Visits	As Required
(ix)	Not in Stock (NIS)	Monthly
(x)	Government Rebates and Discounts (General)	Monthly
(xi)	Government Rebates and Discounts (Food Show)	As Required
	(Contractor will report any rebate/discount	
	additions, deletions or changes by item)	
(xii)	Earned Income Categories	(Update as applicable)
(xiii)	Private Label Savings	Quarterly

(v)	Descending Case	As Required
(vi)	Descending Dollar	As Required
(vii)	NAPA Report	Monthly
(viii)	Customer Contact/Visits	As Required
(ix)	Not in Stock (NIS)	Monthly
(x)	Government Rebates and Discounts (General)	Monthly
(xi)	Government Rebates and Discounts (Food Show)	As Required
	(Contractor will report any rebate/discount additions, deletions or changes by item)	
(xii)	Earned Income Categories	(Update as applicable)
(xiii)	Private Label Savings	Quarterly

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

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

(2) Fill Rate:

The Contractor shall submit its monthly fill rate report (to include overall fill rate; non-catch weight item fill rate; and catch-weight item fill rate) to the DLA Troop Support Contracting Officer. The report shall be based on order required delivery dates (RDD), not order placement dates, e.g. the report for March 2017 shall include all orders placed for deliveries covering the period from February 1st through February 28th (or 29th in a leap year). This would normally include orders placed the last day(s) of February 2017. In addition to monthly fill rate reports, more frequent reports may be required on an as needed basis. The Government will compare and attempt to reconcile the Government and Contractor's reports. The Government's fill rate report will be the official government record for contract performance evaluation. The fill rate is calculated by dividing the number of cases accepted by the customer by the number of cases ordered. Miss-picks and damaged cases should not be included in this calculation. The report shall specify fill rates per customer and an overall average fill rate for all customers under the contract for the period being reported. The monthly fill rate reports should specify fill rates grouped by contract number/DODAAC (first six positions of the purchase order)/purchase order number. The date range of the report shall be based on the customer's required delivery date (RDD). Overall discrepancy report shall only include purchase orders that contain less than 100% fill rate and reason code for discrepancy. The Contractor shall submit a separate discrepancy spreadsheet containing a list of Government authorized and verifiable fill rate exceptions using acceptable codes as outlined in the solicitation. Please note that

the fill rate could take up to three months to calculate due to system reconciliation. However, the government's finding will serve as the final rate.

(3) Ability One Subcontracting:

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

(4) Small Business:

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

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

(5) Descending Case Report:

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

(6) Descending Dollar:

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

(7) NAPA Report:

One2One prepares a report summarizing the discrepancies between what savings should have been passed along to the customers in the form of deviated allowances

realized as a result of utilizing NAPAs on a monthly basis per item on each contract. The report is a spreadsheet which lists the contract, the NAPA amount, the manufacturer/broker name, the quantity ordered, and calculates the savings that should have been passed along to the customers versus what savings were actually passed along for a given month. This report is provided to both the Contractor and DLA Troop Support.

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

(8) Customer Contact/Visits

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

(9) Not In Stock:

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

(10) Government Rebates and Discounts:

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

(11) Earned Income Categories:

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

(12) Private Label Savings

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

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

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

3. SUBMITTED PLANS FROM CONTRACTOR

A. All plans submitted as part of the offeror’s Non-Price Proposal shall be incorporated into the resultant contract(s), to include those elements of an offeror’s Non-Price Proposal that exceed solicitation requirements, as well as all Implementation and general Business Plans. Final negotiated prices shall become the baseline catalog prices at the start of the contract and at the time of first order.

LOUISIANA/MISSISSIPPI CONUS SUBSISTENCE PRIME VENDOR CONTRACT SPE300-19-D-3209 CONTRACT CLAUSES

The following clauses are included in the Solicitation and Statement of Work:

SECTION A - SOLICITATION/CONTRACT FORM

TECHNICAL REQUIREMENTS

THIS DOCUMENT INCORPORATES TECHNICAL AND/OR QUALITY REQUIREMENTS (IDENTIFIED BY AN 'R' OR AN 'I' NUMBER IN SECTION B) SET FORTH IN FULL TEXT IN THE DLA MASTER LIST OF TECHNICAL AND QUALITY REQUIREMENTS FOUND ON THE WEB AT:
<http://www.dla.mil/HQ/Acquisition/Offers/eProcurement.aspx>. FOR SIMPLIFIED ACQUISITIONS, THE REVISION OF THE MASTER IN EFFECT ON THE SOLICITATION ISSUE DATE OR THE AWARD DATE CONTROLS. FOR LARGE ACQUISITIONS, THE REVISION OF THE MASTER IN EFFECT ON THE RFP ISSUE DATE APPLIES UNLESS A SOLICITATION AMENDMENT INCORPORATES A FOLLOWON REVISION, IN WHICH CASE THE AMENDMENT DATE CONTROLS.

52.204-16 COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (JUL 2016) FAR

SECTION B - SUPPLIES OR SERVICES AND PRICES OR COSTS

PID Data - Custom Clause

Insert (copy and paste) text for the PID information here
The Market Basket is a sample of the current catalog and a minimum of 40% of the customers' requirements. Additional information can be found under the "CATALOG & MARKET BASKET ITEMS" section of the Statement of Work (SOW) (ATTACHMENT 8 - STATEMENT OF WORK_ SPE300-R-X004.pdf).

SECTION C - SPECIFICATIONS/SOW/SOO/ORD

C03 CONTRACTOR RETENTION OF SUPPLY CHAIN TRACEABILITY DOCUMENTATION (SEP 2016)

SECTION D - PACKAGING AND MARKING

252.211-7006 PASSIVE RADIO FREQUENCY IDENTIFICATION (JUN 2016) DFARS

As prescribed in 211.275-3, use the following clause:

(a) *Definitions*. As used in this clause --
“Advance shipment notice” means an electronic notification used to list the contents of a shipment of goods as well as additional information relating to the shipment, such as passive radio frequency identification (RFID) or item unique identification

(IUID) information, order information, product description, physical characteristics, type of packaging, marking, carrier information, and configuration of goods within the transportation equipment.

“Bulk commodities” means the following commodities, when shipped in rail tank cars, tanker trucks, trailers, other bulk wheeled conveyances, or pipelines:

- (1) Sand.
- (2) Gravel.
- (3) Bulk liquids (water, chemicals, or petroleum products).
- (4) Ready-mix concrete or similar construction materials.
- (5) Coal or combustibles such as firewood.
- (6) Agricultural products such as seeds, grains, or animal feed.

“Case” means either a MIL-STD-129 defined exterior container within a palletized unit load or a MIL-STD-129 defined individual shipping container.

“Electronic Product Code™ (EPC)” means an identification scheme for universally identifying physical objects via RFID tags and other means. The standardized EPC data consists of an EPC (or EPC identifier) that uniquely identifies an individual object, as well as an optional filter value when judged to be necessary to enable effective and efficient reading of the EPC tags. In addition to this standardized data, certain classes of EPC tags will allow user-defined data. The EPC Tag Data Standards will define the length and position of this data, without defining its content.

“EPCglobal®” means a subscriber-driven organization comprised of industry leaders and organizations focused on creating global standards for the adoption of passive RFID technology.

“Exterior container” means a MIL-STD-129 defined container, bundle, or assembly that is sufficient by reason of material, design, and construction to protect unit packs and intermediate containers and their contents during shipment and storage. It can be a unit pack or a container with a combination of unit packs or intermediate containers. An exterior container may or may not be used as a shipping container.

“Palletized unit load” means a MIL-STD-129 defined quantity of items, packed or unpacked, arranged on a pallet in a specified manner and secured, strapped, or fastened on the pallet so that the whole palletized load is handled as a single unit. A palletized or skidded load is not considered to be a shipping container. A loaded 463L System pallet is not considered to be a palletized unit load. Refer to the Defense Transportation Regulation, DoD 4500.9-R, Part II, Chapter 203, for marking of 463L System pallets.

“Passive RFID tag” means a tag that reflects energy from the reader/interrogator or that receives and temporarily stores a small amount of energy from the reader/interrogator signal in order to generate the tag response. The only acceptable tags are EPC Class 1 passive RFID tags that meet the EPCglobal™ Class 1 Generation 2 standard.

“Radio frequency identification (RFID)” means an automatic identification and data capture technology comprising one or more reader/interrogators and one or more radio frequency transponders in which data transfer is achieved by means of suitably modulated inductive or radiating electromagnetic carriers.

“Shipping container” means a MIL-STD-129 defined exterior container that meets carrier regulations and is of sufficient strength, by reason of material, design, and construction, to be shipped safely without further packing (e.g., wooden boxes or crates, fiber and metal drums, and corrugated and solid fiberboard boxes).

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

(i) Are in any of the following classes of supply, as defined in DoD 4140.1-R, DoD Supply Chain Materiel

Management Regulation, AP1.1.11:

- (A) Subclass of Class I - Packaged operational rations.
- (B) Class II - Clothing, individual equipment, tentage, organizational tool kits, hand tools, and administrative and housekeeping supplies and equipment.
- (C) Class IIIP - Packaged petroleum, lubricants, oils, preservatives, chemicals, and additives.
- (D) Class IV - Construction and barrier materials.
- (E) Class VI - Personal demand items (non-military sales items).
- (F) Subclass of Class VIII - Medical materials (excluding pharmaceuticals, biologicals, and reagents - suppliers should limit the mixing of excluded and non-excluded materials).
- (G) Class IX - Repair parts and components including kits, assemblies and subassemblies, reparable and consumable items required for maintenance support of all equipment, excluding medical-peculiar repair parts; and
- (ii) Are being shipped to one of the locations listed at http://www.acq.osd.mil/log/sci/RFID_ship-to_locations.html or to --
- (A) A location outside the contiguous United States when the shipment has been assigned Transportation Priority 1, or to --
- (B) The following location(s) deemed necessary by the requiring activity:

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

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

- (i) Shipments of bulk commodities.
- (ii) Shipments to locations other than Defense Distribution Depots when the contract includes the clause at

FAR 52.213-1, Fast Payment Procedures.

(c) The Contractor shall --

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

(Section 4.9.2) tag placement specifications.

(d) *Data syntax and standards.* The Contractor shall encode an approved RFID tag using the instructions provided in the EPC™ Tag Data

Standards in effect at the time of contract award. The EPC™ Tag Data Standards are available at <http://www.epcglobalinc.org/standards/>.

(1) If the Contractor is an EPCglobal™ subscriber and possesses a unique EPC™ company prefix, the Contractor may use any of the identifiers and encoding instructions described in the most recent EPC™ Tag Data Standards document to encode tags.

(2) If the Contractor chooses to employ the DoD identifier, the Contractor shall use its previously assigned Commercial and Government

Entity (CAGE) code and shall encode the tags in accordance with the tag identifier details located in the DoD Suppliers' Passive RFID Information Guide at <http://www.acq.osd.mil/log/sci/ait.html>. If the Contractor uses a third-party packaging house to encode its tags, the CAGE code of the third-party packaging house is acceptable.

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

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

(End of clause)

SECTION E - INSPECTION AND ACCEPTANCE

52.246-2 INSPECTION OF SUPPLIES FIXED PRICE (AUG 1996) FAR

SECTION F - DELIVERIES OR PERFORMANCE

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

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

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

52.247-34 F.O.B. DESTINATION (NOV 1991) FAR

52.247-60 GUARANTEED SHIPPING CHARACTERISTICS (JAN 2017) FAR

As prescribed in 47.305-16(b)(1), insert the following clause:

(a) The offeror is requested to complete paragraph (a)(1) of this clause, for each part or component which is packed or packaged separately.

This information will be used to determine transportation costs for evaluation purposes. If the offeror does not furnish sufficient data in paragraph (a)(1) of this clause, to permit determination by the Government of the item shipping costs, evaluation will be based on the shipping characteristics submitted by the offeror whose offer produces the highest transportation costs or in the absence thereof, by the Contracting Officer's best estimate of the actual transportation costs. If the item shipping costs, based on the actual shipping characteristics, exceed the item shipping costs used for evaluation purposes, the Contractor agrees that the contract price shall be reduced by an amount equal to the difference between the transportation costs actually incurred, and the costs which would have been incurred if the evaluated shipping characteristics had been accurate.

(1) To be completed by the offeror:

(i) Type of container: Wood Box ☐ Fiber Box ☐, Barrel ☐, Reel ☐, Drum ☐, Other (Specify) ;

(ii) Shipping configuration: Knocked-down ☐, Set-up ☐, Nested ☐, Other (specify) ;

(iii) Size of container: " (Length), × " (Width), × " (Height) = Cubic Ft;

(iv) Number of items per container each;

(v) Gross weight of container and contents Lbs;

(vi) Palletized/skidded [] Yes [] No;

(vii) Number of containers per pallet/skid ;

(viii) Weight of empty pallet bottom/skid and sides Lbs;

(ix) Size of pallet/skid and contents Lbs Cube ;

(x) Number of containers or pallets/skids per railcar *

(A) Size of railcar

(B) Type of railcar

(xi) Number of containers or pallets/skids per trailer *

(A) Size of trailer Ft

(B) Type of trailer

* Number of complete units (line item) to be shipped in carrier's equipment.

(2) To be completed by the Government after evaluation but before contract award:

(i) Rate used in evaluation ;

(ii) Tender/Tariff ;

(iii) Item .

(b) The guaranteed shipping characteristics requested in paragraph (a)(1) of this clause do not establish actual transportation requirements, which are specified elsewhere in this solicitation. The guaranteed shipping characteristics will be used only for the purpose of evaluating offers and establishing any liability of the successful offeror for increased transportation costs resulting from actual shipping characteristics which differ from those used for evaluation in accordance with paragraph (a) of this clause.

(End of clause)

SECTION I - CONTRACT CLAUSES

52.203-14 DISPLAY OF HOTLINE POSTER (OCT 2015) FAR

As prescribed in 3.1004(b), insert the following clause:

(a) Definition.

“United States,” as used in this clause, means the 50 States, the District of Columbia, and outlying areas.

(b) Display of fraud hotline poster(s). Except as provided in paragraph (c).

(1) During contract performance in the United States, the Contractor shall prominently display in common work areas within business segments performing work under this contract and at contract work sites.

(i) Any agency fraud hotline poster or Department of Homeland Security (DHS) fraud hotline poster identified in paragraph (b)(3) of this clause; and

(ii) Any DHS fraud hotline poster subsequently identified by the Contracting Officer.

(2) Additionally, if the Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of the poster(s) at the website.

(3) Any required posters may be obtained as follows:

Poster(s) Obtain from

(Contracting Officer shall insert ---

(i) Appropriate agency name(s) and/or title of applicable Department of Homeland Security fraud hotline poster); and

(ii) The website(s) or other contact information for obtaining the poster(s).)

(c) If the Contractor has implemented a business ethics and conduct awareness program, including a reporting mechanism, such as a hotline poster, then the Contractor need not display any agency fraud hotline posters as required in paragraph (b) of this clause, other than any required DHS posters.

(d) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (d), in all subcontracts that exceed \$5.5 million, except when the subcontract.

(1) Is for the acquisition of a commercial item; or

(2) Is performed entirely outside the United States.

(End of clause)

52.203-18 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS-REPRESENTATION (JAN 2017) FAR

52.203-19 PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS (JAN 2017)FAR

252.203-7002 REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013) DFARS

252.203-7995 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS (NOV 2016) DFARS

52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011) FAR

52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2016) FAR

52.204-14 SERVICE CONTRACT REPORTING REQUIREMENTS (OCT 2016) FAR

52.204-15 SERVICE CONTRACT REPORTING REQUIREMENTS FOR INDEFINITE-DELIVERY CONTRACTS (OCT 2016) FAR

52.204-18 COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (JUL 2016) FAR

52.204-20 PREDECESSOR OF OFFEROR (JUL 2016) FAR

As prescribed in 4.1804(d), insert the following provision:

(a) Definitions. As used in this provision -

“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 (NATO) 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.

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

“Successor” means an entity that has replaced a predecessor by acquiring the assets and carrying out the

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

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

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

Predecessor CAGE code:

Predecessor legal name:

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

(End of provision)

**52.204-21 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS
(JUN 2016) FAR**

252.204-7003 CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992) DFARS

**252.204-7009 LIMITATIONS ON THE USE OR DISCLOSURE OF THIRD-PARTY CONTRACTOR
REPORTED CYBER INCIDENT INFORMATION (OCT 2016) DFARS**

**252.204-7012 SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT
REPORTING (OCT 2016) DFARS**

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

52.211-5 MATERIAL REQUIREMENTS (AUG 2000) FAR

**252.211-7005 SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND
STANDARDS (NOV 2005) DFARS**

As prescribed in 211.273-4, use the following clause:

(a) *Definition.* “SPI process,” as used in this clause, means a management or manufacturing process that has been accepted previously by the Department of Defense under the Single Process Initiative (SPI) for use in lieu of a specific military or Federal specification or standard at specific facilities. Under SPI, these processes are reviewed and accepted by a Management Council, which includes representatives of the Contractor, the Defense Contract Management Agency, the Defense Contract Audit Agency, and the military departments.

(b) Offerors are encouraged to propose SPI processes in lieu of military or Federal specifications and standards cited in the solicitation. A listing of SPI processes accepted at specific facilities is available via the Internet at http://guidebook.dcmam.mil/20/guidebook_process.htm (paragraph 4.2).

(c) An offeror proposing to use an SPI process in lieu of military or Federal specifications or standards cited in the solicitation shall

(1) Identify the specific military or Federal specification or standard for which the SPI process has been accepted;

(2) Identify each facility at which the offeror proposes to use the specific SPI process in lieu of military or Federal specifications or standards cited in the solicitation;

- (3) Identify the contract line items, subline items, components, or elements affected by the SPI process; and
- (4) If the proposed SPI process has been accepted at the facility at which it is proposed for use, but is not yet listed at the Internet site specified in paragraph (b) of this clause, submit documentation of Department of Defense acceptance of the SPI process.
- (d) Absent a determination that an SPI process is not acceptable for this procurement, the Contractor shall use the following SPI processes in lieu of military or Federal specifications or standards:

(Offeror insert information for each SPI process)

SPI Process:

Facility:

Military or Federal Specification or Standard:

Affected Contract Line Item Number, Subline Item Number, Component, or Element:

(e) If a prospective offeror wishes to obtain, prior to the time specified for receipt of offers, verification that an SPI process is an acceptable replacement for military or Federal specifications or standards required by the solicitation, the prospective offeror

(1) May submit the information required by paragraph (d) of this clause to the Contracting Officer prior to submission of an offer; but

(2) Must submit the information to the Contracting Officer at least 10 working days prior to the date specified for receipt of offers.

(End of clause)

252.225-7001 BUY AMERICAN AND BALANCE OF PAYMENTS PROGRAM—BASIC (DEC 2016) DFARS

252.225-7001 BUY AMERICAN AND BALANCE OF PAYMENTS PROGRAM—BASIC (DEC 2016), ALT I (DEC 2016) DFARS

252.225-7002 QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS (DEC 2016) DFARS

252.225-7012 PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (DEC 2017) DFARS

52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013) FAR

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013) DFARS

As prescribed in 232.7004(b), use the following clause:

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

“Department of Defense Activity Address Code (DoDAAC)” is a six position code that uniquely identifies a unit, activity, or organization.

“Document type” means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

“Local processing office (LPO)” is the office responsible for payment certification when payment certification is done external to the entitlement system.

(b) *Electronic invoicing.* The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) *WAWF access.* To access WAWF, the Contractor shall-

(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.acquisition.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-

registration available at this web site.

(d) *WAWF training*. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the “Web Based Training” link on the WAWF home page at <https://wawf.eb.mil/>

(e) *WAWF methods of document submission*. Document submissions may be via web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) WAWF payment instructions. The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

(1) Document type. The Contractor shall use the following document type(s).

(Contracting Officer: Insert applicable document type(s).

Note: If a “Combo” document type is identified but not supportable by the Contractor's business systems, an “Invoice” (stand-alone) and “Receiving Report” (stand-alone) document type may be used instead.)

(2) Inspection/acceptance location. The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer. (Contracting Officer: Insert inspection and acceptance locations or “Not applicable.”)

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	
Issue By DoDAAC	
Admin DoDAAC	
Inspect By DoDAAC	
Ship To Code	
Ship From Code	
Mark For Code	
Service Approver (DoDAAC)	
Service Acceptor (DoDAAC)	
Accept at Other DoDAAC	
LPO DoDAAC	
DCAA Auditor DoDAAC	
Other DoDAAC(s)	

(*Contracting Officer: Insert applicable DoDAAC information or “See schedule” if multiple ship to/acceptance locations apply, or “Not applicable.”)

(4) Payment request and supporting documentation. The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant backup documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) WAWF email notifications. The Contractor shall enter the e-mail address identified below in the “Send Additional Email Notifications” field of WAWF once a document is submitted in the system. (Contracting

Officer: Insert applicable email addresses or “Not applicable.”)

(g) WAWF point of contact.

(1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact. (Contracting Officer: Insert applicable information or “Not applicable.”)

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

(End of clause)

52.232-7010 LEVIES ON CONTRACT PAYMENTS (DEC 2006) DFARS

52.233-3 PROTEST AFTER AWARD (AUG 1996) FAR

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

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

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

c) The offeror should check here to opt out of this clause:

[] Alternate wording may be negotiated with the contracting officer.

52.242-13 BANKRUPTCY (JUL 1995) FAR

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS (AUG 2018) FAR

Offeror Representations and Certifications -- Commercial Items.

As prescribed in [12.301](#)(b)(2), insert the following provision:

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

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

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

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

“Forced or indentured child labor” means all work or service—

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

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

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

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

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

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

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

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

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

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

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

Sensitive technology—

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

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

- (1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

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

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

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by--

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

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

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

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

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

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

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

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

(2) The management and daily business operations of which are controlled by one or more veterans.

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

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

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

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

(b)

(1) *Annual Representations and Certifications. Any changes provided by the Offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications in SAM.*

(2) The offeror has completed the annual representations and certifications electronically in SAM accessed through <http://www.sam.gov>. After reviewing SAM information, the Offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications--Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), at the time this offer is submitted and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs __. [Offeror to identify the applicable paragraphs at (c) through (u) of this provision that the offeror has completed for the purposes of this solicitation only, if any. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer. Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on SAM.]

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

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

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

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

(4) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is, ☐ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

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

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

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

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

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: _____.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

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

(i) It ☐ is, ☐ is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

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

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

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

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

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

(ii) It ☐ is, ☐ is not a HUBZone joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [*The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: _____.*] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

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

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

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

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

(2) *Affirmative Action Compliance.* The offeror represents that --

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

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

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

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

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

(2) Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

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

(g)

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

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms “Bahrainian, Moroccan, Omani,

Panamanian, or Peruvian end product,” “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” “Free Trade Agreement country end product,” “Israeli end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American--Free Trade Agreements--Israeli Trade Act.”

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

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

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

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

Other Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

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

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

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

Canadian End Products:

Line Item No.:

[List as necessary]

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

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

Canadian or Israeli End Products:

Line Item No.:	Country of Origin:

[List as necessary]

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

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

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

Line Item No.:	Country of Origin:

[List as necessary]

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

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

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

Other End Products

Line Item No.:	Country of Origin:

[List as necessary]

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

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

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

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

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

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

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

(A) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) Examples.

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals Contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed End Product

Listed End Product:	Listed Countries of Origin:

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

☐ (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

☐ (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) ☐ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) ☐ Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Labor Standards. (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

(1) ☐ Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror ☐ does ☐ does not certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

(2) ☐ Certain services as described in FAR 22.1003-4(d)(1). The offeror ☐ does ☐ does not certify that—

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) *Taxpayer identification number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701).* (Not applicable if the offeror is required to provide this information to the SAM database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

☐ TIN:_____.

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government;

(4) Type of organization.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other _____.

(5) Common parent.

☐ Offeror is not owned or controlled by a common parent:

☐ Name and TIN of common parent:

Name _____

TIN _____

(m) *Restricted business operations in Sudan.* By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) Prohibition on Contracting with Inverted Domestic Corporations—

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

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

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

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

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

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

(2) Representation and Certification. Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror—

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,500 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50(U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if—

(i) This solicitation includes a trade agreements certification (e.g., 52.212-3 (g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(p) *Ownership or Control of Offeror.* (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a unique entity identifier in the solicitation.

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

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

Immediate owner CAGE code: _____

Immediate owner legal name: _____

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

Is the immediate owner owned or controlled by another entity:

☐ Yes or ☐ No.

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

Highest level owner CAGE code: _____

Highest level owner legal name: _____

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

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

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

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

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

(2) The Offeror represents that--

(i) It is ☐ is not ☐ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have

lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

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

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

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

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

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

Predecessor legal name: _____.
(Do not use a “doing business as” name).

(s) Reserved.

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

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

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

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

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

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

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

(u)

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

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

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

52.209-7 Information Regarding Responsibility Matters.

As prescribed in [9.104-7\(b\)](#), insert the following provision:

Information Regarding Responsibility Matters (Oct 2018)

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

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

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

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

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

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

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

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

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

(i) In a criminal proceeding, a conviction.

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

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

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

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

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

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

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

(End of provision)

52.204-6 UNIQUE ENTITY IDENTIFIER (OCT 2016) FAR

52.212-2 EVALUATION - COMMERCIAL ITEMS (OCT 2014) FAR

As prescribed in [12.301](#)(c), the Contracting Officer may insert a provision substantially as follows:

Evaluation -- Commercial Items (Oct 2014)

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

[Contracting Officer shall insert the significant evaluation factors, such as

(i) technical capability of the item offered to meet the Government requirement;

(ii) price;

(iii) past performance (see FAR 15.304);

Technical and past performance, when combined, are _____ [Contracting Officer state, in accordance with FAR 15.304, the relative importance of all other evaluation factors, when combined, when compared to price.]

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

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

(End of Provision)

52.212-1 -- Instructions to Offerors -- Commercial Items. (DEVIATION 2018-O0018)

As prescribed in [12.301](#)(b)(1), insert the following provision:

Instructions to Offerors -- Commercial Items (Oct 2018)

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

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

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

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

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

(e) *Multiple offers.* Offerors are encouraged to submit multiple offers presenting alternative terms and conditions, including alternative line items (provided that the alternative line items are consistent with subpart 4.10 of the Federal Acquisition Regulation), or alternative commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

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

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

(2)

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

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

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

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation

concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) *Contract award (not applicable to Invitation for Bids)*. The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) *Multiple awards*. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation.

(1)

(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--

GSA Federal Supply Service Specifications Section

Suite 8100
470 L'Enfant Plaza, SW
Washington, DC 20407
Telephone (202) 619-8925)

Facsimile (202 619-8978).

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites--

(i) ASSIST (<https://assist.dla.mil/online/start/>).

(ii) Quick Search (<http://quicksearch.dla.mil/>).

(iii) ASSISTdocs.com (<http://assistdocs.com>).

(3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by—

(i) Using the ASSIST Shopping Wizard (<https://assist.dla.mil/wizard/index.cfm>);

(ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or

(iii) Ordering from DoDSSP, Building 4 Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697/2197, Facsimile (215) 697-1462.

(4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) *Unique entity identifier.* (Applies to all offers exceeding \$3,500, and offers of \$3,500 or less if the solicitation requires the Contractor to be registered in the System for Award Management (SAM).) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “Unique Entity Identifier” followed by the unique entity identifier that identifies the Offeror's name and address. The Offeror also shall enter its Electronic Funds Transfer (EFT) indicator, if applicable. The EFT indicator is a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the Offeror to establish additional SAM records for identifying alternative EFT accounts (see subpart 32.11) for the same entity. If the Offeror does not have a unique entity identifier, it should contact the entity designated at www.sam.gov for unique entity identifier establishment directly to obtain one. The Offeror should indicate that it is an offeror for a Government contract when contacting the entity designated at www.sam.gov for establishing the unique entity identifier.

Class Deviation 2018-O0018—Micro-Purchase Threshold, Simplified Acquisition Threshold, and Special Emergency Procurement Authority. Effective August 31, 2018. This deviation remains in effect until it is incorporated into the FAR or DFARS, or otherwise rescinded

(j) Unique entity identifier. (Applies to all offers exceeding the micro-purchase threshold and offers at any dollar value if the solicitation requires the Contractor to be registered in the System for Award Management (SAM) database.) * * *

(k) Reserved.

(l) *Debriefing.* If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(1) The agency’s evaluation of the significant weak or deficient factors in the debriefed offeror’s offer.

(2) The overall evaluated cost or price and technical rating of the successful and debriefed offeror and past performance information on the debriefed offeror.

(3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(4) A summary of rationale for award;

(5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of Provision)

52.214-35 SUBMISSION OF OFFERS IN U.S. CURRENCY (APR 1991) FAR

52.214-34 SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991) FAR

52.215-01 INSTRUCTIONS TO OFFERORS - COMPETITIVE ACQUISITION (JAN 2004) FAR

52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013) FAR

C18 SHIPPING INSTRUCTIONS FOR EXPORT AND U.S. TERRITORIES (AUG 2017)

52.247-48 F.O.B. DESTINATION - EVIDENCE OF SHIPMENT (FEB 1999) FAR

52.247-35 F.O.B. DESTINATION, WITHIN CONSIGNEE'S PREMISES (APR 1984) FAR

252.246-7003 NOTIFICATION OF POTENTIAL SAFETY ISSUES (JUN 2013) DFARS

252.246-7000 MATERIAL INSPECTION AND RECEIVING REPORT (MAR 2008) DFARS

52.246-24 LIMITATION OF LIABILITY - HIGH - VALUE ITEM (FEB 1997) FAR

52.246-23 LIMITATION OF LIABILITY (FEB 1997) FAR

52.246-15 CERTIFICATE OF CONFORMANCE (APR 1984) FAR

52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (JUL 2018) FAR

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

52.243-1 CHANGES - FIXED PRICE (AUG 1987) FAR

252.244-7000 SUBCONTRACTS FOR COMMERCIAL ITEMS (JUN 2013) DFARS

252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (APR 2014) DFARS

52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984) FAR

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

As prescribed in 52.107(b), insert the following clause:

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.acquisition.gov/?q=browsefar>

DFARS: <https://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html>

DLAD: <http://www.dla.mil/HQ/Acquisition/Offers/DLAD.aspx>
(End of clause)

52.253-1 COMPUTER GENERATED FORMS (JAN 1991) FAR**252.225-7048 EXPORT CONTROLLED ITEMS (JUN 2013) DFARS****SECTION J - LIST OF ATTACHMENTS**

File Name	Description
ATTACH_ATTACHMENT_1 __MARKET_BASKET __PRICE_PROPOSAL_FOR __SPE300_19_R_X004	ATTACHMENT 1 – MARKET BASKET - PRICE PROPOSAL FO
ATTACH_ATTACHMENT_2 __LOUISIANA_MISSIS SIPPI_CATALOG_OF_ITE MS_FOR_SPE300_19_R_ X004	ATTACHMENT 2 – LOUISIANA - MISSISSIPPI CATALOG O
ATTACH_ATTACHMENT_3 __FPCON	ATTACHMENT 3 - FPCON. pdf
ATTACH_ATTACHMENT_4 __JOINT_SUBSISTENCE __POLICY_BOARD_JSPB __DOD_MENU_STANDAR DS	ATTACHMENT 4 - JOINT SUBSISTENCE POLICY BOARD (J
ATTACH_ATTACHMENT_5 __EDI_IMPLEMENTATIO N_GUIDELINES_FOR_SU BSISTENCE_PRIME_VE NDOR_STORES_	ATTACHMENT 5 - EDI IMPLEMENTATION GUIDELINES FOR
ATTACH_ATTACHMENT_6 __STORES_AMPS_CUS TOMER_VENDOR_REQU EST	ATTACHMENT 6 - STORES-AMPS CUSTOMER_VENDOR_R EQUE
ATTACH_ATTACHMENT_7 __LOUISIANA_MISSISSI PPI_CUSTOMER_LISTIN G_pdf	ATTACHMENT 7 – LOUISIANA-MISSISSIPPI CUSTOMER LI
ATTACH_ATTACHMENT_8 __STATEMENT_OF_WO RK_SPE300_R_X004_pdf	ATTACHMENT 8 - STATEMENT OF WORK_ SPE300-R-X004.

SECTION K - REPRESENTATIONS, CERTIFICATIONS AND STATEMENTS

252.203-7994 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS—REPRESENTATION (NOV 2016) DFARS

52.204-17 OWNERSHIP OR CONTROL OF OFFEROR (JUL 2016) FAR

As prescribed in 4.1804(b), use the following provision:

(a) Definitions. As used in this provision -

“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 (NATO) 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.

“Highest-level owner” means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities

that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

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

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

(c) If the Offeror indicates “has” in paragraph (b) of this provision, enter the following information:

Immediate owner CAGE code:

Immediate owner legal name:

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

Is the immediate owner owned or controlled by another entity?: ☐ Yes or ☐ No.

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

Highest-level owner CAGE code:

Highest-level owner legal name:

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

(End of provision)

52.207-4 -- Economic Purchase Quantity – Supplies.

As prescribed in [7.203](#), insert the following provision:

Economic Purchase Quantity -- Supplies (Aug. 1987)

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

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

OFFEROR RECOMMENDATIONS

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

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

(End of Provision)

SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

252.203-7005 REPRESENTATION RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (NOV 2011) DFARS

52.204-7 SYSTEM FOR AWARD MANAGEMENT (OCT 2016) FAR

252.204-7008 COMPLIANCE WITH SAFEGUARDING COVERED DEFENSE INFORMATION CONTROLS (OCT 2016) DFARS

L01 ELECTRONIC AWARD TRANSMISSION (SEP 2016)

L02 ELECTRONIC ORDER TRANSMISSION (SEP 2016)

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

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

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

Email notification requires registration on the DLA internet bid board system (DIBBS) home page at <https://www.dibbs.bsm.dla.mil/>.

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

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

vanlist-dla.asp.

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

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

DLA Troop Support, dlaedigroup@dla.mil

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

52.216-1 TYPE OF CONTRACT (APR 1984) FAR

The Government contemplates award of a Indefinite Delivery Contract (IDC), firm fixed with an Economic Price Adjustment (EPA) contract resulting from this solicitation.

(End of provision)

L25 EVALUATION OF OFFERS – ECONOMIC PRICE ADJUSTMENT (AUG 2017)

L06 AGENCY PROTESTS (DEC 2016)

52.252-1 -- Solicitation Provisions Incorporated by Reference.

As prescribed in [52.107\(a\)](#), insert the following provision:

Solicitation Provisions Incorporated by Reference (Feb 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

[Insert one or more Internet addresses]

(End of Provision)

252.209-7995 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW-FISCALYEAR 2013 APPROPRIATIONS (DEVIATION 2013-O0006) (APR 2013) (DFARS)

(a) In accordance with sections 8112 and 8113 of Division C and sections 514 and 515 of Division E of the Consolidated and Further Continuing Appropriations Act, 2013,(Pub. L. 113-6), none of the funds made available by that Act for DoD (including Military Construction funds) may be used to enter into a contract with any corporation that --

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government; or (2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that --

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

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

(End of provision)

52.225-25 PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN SANCTIONED ACTIVITIES RELATING TO IRAN - REPRESENTATION AND CERTIFICATION (OCT 2015) FAR

52.211-8 TIME OF DELIVERY (JUN 1997) FAR

As prescribed in [11.404\(a\)\(2\)](#), insert the following clause:

Time of Delivery (Jun 1997)

(a) The Government requires delivery to be made according to the following schedule:

REQUIRED DELIVERY SCHEDULE		
<i>[Contracting Officer insert specific details]</i>		
ITEM NO.	QUANTITY	WITHIN DAYS AFTER DATE OF CONTRACT

The Government will evaluate equally, as regards time of delivery, offers that propose delivery of each quantity within the applicable delivery period specified above. Offers that propose delivery that will not clearly fall within the applicable required delivery period specified above, will be considered nonresponsive and rejected. The Government reserves the right to award under either the required delivery schedule or the proposed delivery schedule, when an offeror offers an earlier delivery schedule than required above. If the offeror proposes no other delivery schedule, the required delivery schedule above will apply.

OFFEROR'S PROPOSED DELIVERY SCHEDULE		
ITEM NO.	QUANTITY	WITHIN DAYS AFTER DATE OF CONTRACT

(b) Attention is directed to the Contract Award provision of the solicitation that provides that a written award or acceptance of offer mailed, or otherwise furnished to the successful offeror, results in a binding contract. The Government will mail or otherwise furnish to the offeror an award or notice of award not later than the day award is dated. Therefore, the offeror should compute the time available for performance beginning with the actual date of award, rather than the date the written notice of award is received from the Contracting Officer through the ordinary mails. However, the Government will evaluate an offer that proposes delivery based on the Contractor's date of receipt of the contract or notice of award by adding

(1) five calendar days for delivery of the award through the ordinary mails, or

(2) one working day if the solicitation states that the contract or notice of award will be transmitted electronically. (The term "working day" excludes weekends and U.S. Federal holidays.) If, as so computed, the offered delivery date is later than the required delivery date, the offer will be considered nonresponsive and rejected.

(End of Clause)

252.209-7004 SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY (OCT 2015) DFARS

52.209-10 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS (NOV 2015) FAR

52.209-1 -- Qualification Requirements

As prescribed in [9.206-2](#), insert the following clause:

Qualification Requirements (Feb 1995)

(a) *Definition.* “Qualification requirement,” as used in this clause, means a Government requirement for testing or other quality assurance demonstration that must be completed before award.

(b) One or more qualification requirements apply to the supplies or services covered by this contract. For those supplies or services requiring qualification, whether the covered product or service is an end item under this contract or simply a component of an end item, the product, manufacturer, or source must have demonstrated that it meets the standards prescribed for qualification before award of this contract. The product, manufacturer, or source must be qualified at the time of award whether or not the name of the product, manufacturer, or source is actually included on a qualified products list, qualified manufacturers list, or qualified bidders list. Offerors should contact the agency activity designated below to obtain all requirements that they or their products or services, or their subcontractors or their products or services, must satisfy to become qualified and to arrange for an opportunity to demonstrate their abilities to meet the standards specified for qualification.

(Name) _____

(Address) _____

(c) If an offeror, manufacturer, source, product or service covered by a qualification requirement has already met the standards specified, the relevant information noted below should be provided.

Offeror's Name _____

Manufacturer's Name _____

Source's Name _____

Item Name _____

Service Identification _____

Test Number _____ (to the extent known)

(d) Even though a product or service subject to a qualification requirement is not itself an end item under this contract, the product, manufacturer, or source must nevertheless be qualified at the time of award of this contract. This is necessary whether the Contractor or a subcontractor will ultimately provide the product or service in question. If, after award, the Contracting Officer discovers that an applicable qualification requirement was not in fact met at the time of award, the Contracting Officer may either terminate this contract for default or allow performance to continue if adequate consideration is offered and the action is determined to be otherwise in the Government's best interests.

(e) If an offeror, manufacturer, source, product or service has met the qualification requirement but is not yet on a qualified products list, qualified manufacturers list, or qualified bidders list, the offeror must submit evidence of qualification prior to award of this contract. Unless determined to be in the Government's interest, award of this contract shall not be delayed to permit an offeror to submit evidence of qualification.

(f) Any change in location or ownership of the plant where a previously qualified product or service was manufactured or performed requires reevaluation of the qualification. Similarly, any change in location or ownership of a previously qualified manufacturer or source requires reevaluation of the qualification. The reevaluation must be accomplished before the date of award.

(End of Clause)

52.204-9000 CONTRACTOR PERSONNEL SECURITY REQUIREMENTS (JUL 2015) DLAD

252.204-7015 NOTICE OF AUTHORIZED DISCLOSURE OF INFORMATION FOR LITIGATION SUPPORT (MAY 2016) DFARS

52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014) FAR

252.203-7000 REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (OCT 2016) DFARS

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMERCIAL ITEMS (JAN 2017), ALT I (FEB 2000) FAR

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMERCIAL ITEMS (JUL 2018) FAR

As prescribed in 12.301(b)(4), insert the following clause:

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

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title

VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).

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

(4) 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 items:

[Contracting Officer check as appropriate].

X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.

C. 2402).

X (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509)).

X (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L.

111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

(4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2016) (Pub. L. 109-282) (31 U.S.C. 6101 note).

(5) Reserved.

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

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

X (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for

Debarment. (Oct 2015) (31 U.S.C. 6101 note).

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

(10) Reserved.

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

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

X (12)(i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

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

(13) Reserved

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

(ii) Alternate I (Nov 2011).

(iii) Alternate II (Nov 2011).

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

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

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

X (16) 52.219-8, Utilization of Small Business Concerns (Nov 2016) (15 U.S.C. 637(d)(2) and (3)).

X (17)(i) 52.219-9, Small Business Subcontracting Plan (Jan 2017) (15 U.S.C. 637(d)(4)).

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

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

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

(v) Alternate IV (Nov 2016) of 52.219-9.

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

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

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

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

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

(23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns

(Dec 2015) (15 U.S.C. 637(m)).

(24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-

Owned Small Business Program (Dec 2015) (15 U.S.C. 637(m)).

- X (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- X (26) 52.222-19, Child Labor --Cooperation with Authorities and Remedies (Jan 2018) (E.O. 13126).
- X (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- X (28) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).
- X (29) 52.222-35, Equal Opportunity for Veterans (Oct 2015)(38 U.S.C. 4212).
- X (30) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
- (31) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).
- X (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- X (33)(i) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).
- (ii) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- X (34) 52.222-54, Employment Eligibility Verification (Oct 2015). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA -Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)).
- (Not applicable to the acquisition of commercially available off-the-shelf items.)
- (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- (36) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).
- (37) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).
- (38)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).
- (ii) Alternate I (Oct 2015) of 52.223-13.
- (39)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).
- (ii) Alternate I (Jun 2014) of 52.223-14.
- (40) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).
- (41)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).
- (ii) Alternate I (Jun 2014) of 52.223-16.
- X (42) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).
- (43) 52.223-20, Aerosols (Jun 2016) (E.O. 13693).
- (44) 52.223-21, Foams (Jun 2016) (E.O. 13693).
- (45)(i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).
- (ii) Alternate I (JAN 2017) of 52.224-3.
- X (46) 52.225-1, Buy American --Supplies (May 2014) (41 U.S.C. chapter 83).
- X (47)(i) 52.225-3, Buy American --Free Trade Agreements --Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
- (ii) Alternate I (May 2014) of 52.225-3.
- (iii) Alternate II (May 2014) of 52.225-3.
- (iv) Alternate III (May 2014) of 52.225-3.
- X (48) 52.225-5, Trade Agreements (Oct 2016) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- X (49) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- (50) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016)

(Section 862, as amended, of the

National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

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

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

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

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

X (55) 52.232-33, Payment by Electronic Funds Transfer --System for Award Management (Jul 2013) (31 U.S.C. 3332).

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

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

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

(59) 52.242-5, Payments to Small Business Subcontractors (Jan 2017)(15 U.S.C. 637(d)(12)).

(60)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

(ii) Alternate I (Apr 2003) of 52.247-64.

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

Contracting Officer check as appropriate.

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

(2) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67).

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

(4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

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

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

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

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

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

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

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

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

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

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR subpart 4.7, Contractor Records

Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination

settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

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

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

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

(ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title

VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) 52.219-8, Utilization of Small Business Concerns (Nov 2016) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

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

(v) 52.222-21, Prohibition of Segregated Facilities (Apr 2015)

(vi) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).

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

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

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

(x) 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.

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

(xii) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O 13627).

Alternate I (Mar 2015) of 52.222-50 (22

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

(xiii) 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).

(xiv) 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).

(xv) 52.222-54, Employment Eligibility Verification (Oct 2015) (E.O. 12989).

(xvi) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).

(xvii) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).

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

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

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

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

(xxi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

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

ADDENDUM

Attachment to 52.212-5(e)(1):

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

(End of clause)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMERCIAL ITEMS (AUG 2018), ALT II (AUG 2018) FAR

As prescribed in 12.301(b)(4)(ii), substitute the following paragraphs (d)(1) and (e)(1) for paragraphs (d)(1) and (e)(1) of the basic clause as follows:

(d)(1) The Comptroller General of the United States, an appropriate Inspector General appointed under section 3 or 8G of the Inspector

General Act of 1978 (5 U.S.C. App.), or an authorized representative of either of the foregoing officials shall have access to and right to --

(i) Examine any of the Contractor's or any subcontractors' records that pertain to, and involve transactions relating to, this contract; and

(ii) Interview any officer or employee regarding such transactions.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), and (c), of this clause, the Contractor is not required to flow down any FAR clause in a subcontract for commercial items, other than --

(i) Paragraph (d) of this clause. This paragraph flows down to all subcontracts, except the authority of the Inspector General under paragraph

(d)(1)(ii) does not flow down; and

(ii) Those clauses listed in this paragraph (e)(1). Unless otherwise indicated below, the extent of the flow down shall be as required by the clause --

(A) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

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

(C) 52.219-8, Utilization of Small Business Concerns (Nov 2016) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

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

(E) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).

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

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

(H) 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.

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

(J) [] 1) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O 13627).

[] 2) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O 13627).

(K) 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).

(L) 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).

(M) 52.222-54, Employment Eligibility Verification (Oct 2015) (Executive Order 12989).

(N) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).

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

(P)(1)52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).

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

(Q) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the

National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note)

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

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

ADDENDUM TO 52.212-4 CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS

52.212-4 CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS (JAN 2017), ALT I (JAN 2017) FAR

When a time-and-materials or labor-hour contract is contemplated, substitute the following paragraphs (a), (e), (i) and (l) for those in the basic clause.

(4) At any time during contract performance, but not later than 6 months (or such other time as may be specified in the contract) after acceptance of the services or materials last delivered under this contract, the Government may require the Contractor to replace or correct services or materials that at time of delivery failed to meet contract requirements. Except as otherwise specified in paragraph (a)(6) of this clause, the cost of replacement or correction shall be determined under paragraph (i) of this clause, but the "hourly rate" for labor hours incurred in the replacement or correction shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified below, the portion of the "hourly rate" attributable to profit shall be 10 percent. The Contractor shall not tender for acceptance materials and services required to be replaced or corrected without disclosing the former requirement for replacement or correction, and, when required, shall disclose the corrective action taken.

[Insert portion of labor rate attributable to profit.]

(D) The following subcontracts for services which are specifically excluded from the hourly rate:

[Insert any subcontracts for services to be excluded from the hourly rates prescribed in the schedule.];

(D) Other Costs. Unless listed below, other direct and indirect costs will not be reimbursed.

(1) Other direct Costs. The Government will reimburse the Contractor on the basis of actual cost for the following, provided such costs comply with the requirements in paragraph (i)(1)(ii)(B) of this clause:

[Insert each element of other direct costs (e.g., travel, computer usage charges, etc. Insert "None" if no reimbursement for other direct costs will be provided. If this is an indefinite delivery contract, the Contracting Officer may insert "Each order must list separately the elements of other direct charge(s) for that order or, if no reimbursement for other direct costs will be provided, insert 'None'."]

(2) Indirect Costs (Material handling, Subcontract Administration, etc.). The Government will reimburse the Contractor for indirect costs on a pro-rata basis over the period of contract performance at the following fixed

price: [Insert a fixed amount for the indirect costs and payment schedule. Insert "\$0" if no fixed price reimbursement for indirect costs will be provided. (If this is an indefinite delivery contract, the Contracting Officer may insert "Each order must list separately the fixed amount for the indirect costs and payment schedule or, if no reimbursement for indirect costs, insert 'None'."]

52.212-4 CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS (JAN 2017) FAR

252.215-7007 NOTICE OF INTENT TO RESOLICIT (JUN 2012) DFARS

252.215-7008 ONLY ONE OFFER (OCT 2013) DFARS

252.215-7011 REQUIREMENTS FOR SUBMISSION OF PROPOSALS TO THE ADMINISTRATIVE CONTRACTING OFFICER AND CONTRACT AUDITOR (JAN 2018) DFARS

L08 USE OF SUPPLIER PERFORMANCE RISK SYSTEM (SPRS) IN PAST PERFORMANCE EVALUATIONS (JUN 2018)

52.215-9022 CONTRACTOR PAST PERFORMANCE EVALUATION CONTRACTOR PAST PERFORMANCE EVALUATION -

INFORMATION FROM AUTOMATED SYSTEMS (FEB 2013) DLAD

52.233-02 SERVICE OF PROTEST (SEP 2006) FAR

(a) Protests, as defined in section 31.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from . [Contracting Officer designate the official or location where a protest may be served on the Contracting Officer.]

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

(End of Clause)

52.204-7 SYSTEM FOR AWARD MANAGEMENT (OCT 2016), ALT I (JUL 2013) FAR

SECTION M - EVALUATION FACTORS FOR AWARD

M05 EVALUATION FACTOR FOR USED, RECONDITIONED, REMANUFACTURED SUPPLIES OR UNUSED FORMER GOVERNMENT SURPLUS PROPERTY (SEP 2016)

(END OF CLAUSES)

The following clauses listed in the Solicitation and Statement of Work have been updated:

FAR 52.204-7, System for Award Management (OCT 2018)

FAR 52.204-7 (Alternate I), System for Award Management (OCT 2018)

FAR 52.204-13, System for Award Management Maintenance (OCT 2018)

FAR 52.209-7, Information Regarding Responsibility Matters (OCT 2018)

FAR 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (OCT 2018)

FAR 52.212-3, Offeror Representations and Certifications – Commercial Items (OCT 2018)

FAR 52.212-4, Contract Terms and Conditions – Commercial Items (OCT 2018)

FAR 52.212-5, Contract Term and Conditions Required to Implement Statutes or Executive Orders – Commercial Items (OCT 2018)

FAR 52.212-5, (Alternate II) Contract Terms and Conditions Required to Implement Statutes or Executive Orders – Commercial Items (OCT 2018)

FAR 52.219-8, Utilization of Small Business Concerns (OCT 2018)

FAR 52.232-33, Payment by Electronic Funds Transfer – System for Award Management (OCT 2018)

FAR 52.237-11, Accepting and Dispensing Of \$1 Coin (SEP 2008), has been deleted.

FAR 52.244-6, Subcontracts for Commercial Items (OCT 2018)

DISTRIBUTION PRICES

CONTRACT

NUMBER:












SPE300-19-D-3209










VENDOR:

MERCHANTS FOODSERVICE

			<i>OFFERED DISTRIBUTION PRICE</i>
Cat. #	Category Description	Unit of Measure	
1	Beef, Raw, Cooked, Frozen/Chilled	LB	
2	Poultry, Raw, Cooked, Frozen/Chilled	LB	
3	Pork, Raw, Cooked, Frozen/Chilled	LB	
4	Mixed meats, Luncheon Meats, Franks, Hot Dogs, Frozen/Chilled	LB	
5	Lamb, Veal and Game, Raw, cooked - Frozen/Chilled	LB	
6	Seafood, including Fish and Shellfish, Raw, cooked, Frozen/Chilled	LB	
7	Grocery products canned, jar, pouch, sleeve (example: non-meat, meat, fish, soups, sauces, salsa, gravy, brown gravy, bouillon, stock, fruits, vegetables, dry milk - to include baby food)	CS	
8	Fruits and Vegetables, Frozen and Chilled – including further processed refrigerated	CS	
9	Frozen /Chilled Entrees (example: Cordon Bleu, Chicken Kiev, Stuffed Chicken Breasts, Stuffed Pork Chops, Appetizers, Pizza, Burritos, Corn Dogs, Pizza Toppings, Pancakes, French Toast, French Fries, Onion Rings, Hash Browns, Tater Tots, Vegetarian/Vegan - Veggie Burger, Breads, Doughnuts/Cookies/Baked Pretzels, Danish, Pastries, Muffins, Bagels, Loafs, Rolls, Biscuits, Cookie Dough, Pizza Crust, Tortillas, Pie Shells, Bread Dough, Turnovers, Cheesecakes, Cobblers, Specialty Cakes, Cakes, Pies and Other Related Products)	CS	
10	Snack Foods, Baked Goods, Chips/Pretzels (example: Cookies, Crackers, Granola Bars, Energy bars, Toaster Pastries, Snack Cakes, Potato Chips, Corn Chips, Pretzels, Wheat Chips, Popcorn, and other related products)	CS	
11	Confectionary, (example: Candy, chocolate, chewing gum, Marshmallows)	CS	
12	Cereal, cold, hot - ready to eat (example: Corn Flakes, Oatmeal, Grits) - to include baby food	CS	

13	Dry Goods, (example: Dry Pasta, Rice, Beans, Bread Crumbs, Corn Meal, Baking Chips, Stuffing, Dry Soups, Croutons, Ice Cream Cones, Taco Shells, Imitation Bacon Bits, Sunflower Seeds, Dried Fruit, Nuts, Coconut ,Raisins, Sugars, Low Calorie Sweeteners, Gelatin/Pudding/Desert Mixes, Powdered Creamer, Shelf Stable Creamer, Flour, Corn Starch, Baking Soda, Baking Powder, Yeast, Baking Mixes, Brownie Mix, Roll Mix, Bread Mix, Pancake Mix, Cake Mix, Powder Mixes, Soft Serve Ice Cream, Milk Shake, Frozen Yogurt Mix and other related products) CS Product only	CS	
14	Reserved		
15	Meal Kits, Heater Meals, Sandwich kits	CS	
16	Jams, Jellies, Peanut Butter, Preserves, Honey, Syrups, Icings, Pie Fillings Puddings, Gelatins, Cherries Maraschino, Fruit Toppings, Caramel Topping, Fudge Topping, Sprinkles, Dressings, Processed Grated Parmesan, Olives, Pickles, Relish, Mayonnaise, Mustard, Ketchup, Hot Sauce and Other Condiment Related Products Shortenings, Food Oils, Cooking Spray, vinegar, Cooking Wine, Sherry (except Portion controlled)	CS	
17	Portion Controlled Items, Up to 500 Count Case, Refrigerated or Non-Refrigerated, (example: Jams, Jellies, Peanut Butter, Preserves, Honey, Syrups, Toppings, Dressings, Relish, Mayonnaise, Mustard, Ketchup, Sauces, Dessert Related Products, Hot Sauce, Gelatins, Puddings, Salt and Pepper Packets , Butter/ Margarine Spread, Sugars, Low Calorie Sweeteners, Powdered Creamer and Shelf Stable Creamer - individual packets/cup, Coffee, Tea, Cocoa, Hot Chocolate, and Beverage Base Powder – Beverage Powders, individual portion, {example: Sports Drinks, Pink Lemonade, Iced Tea Mix energy and Other beverage powder flavors}, and Other Condiment Related Products	CS	
18	Portion Controlled Items, 501 to 999 Count Case, Refrigerated or Non-Refrigerated, (example: Jams, Jellies, Peanut Butter, Preserves, Honey, Syrups, Toppings, Dressings, Relish, Mayonnaise, Mustard, Ketchup, Sauces, Dessert Related Products, Hot Sauce, Gelatins, Puddings, Salt and Pepper Packets , Butter/ Margarine Spread, Sugars, Low Calorie Sweeteners, Powdered Creamer and Shelf Stable Creamer - individual packets/cup, Coffee, Tea, Cocoa, Hot Chocolate, and Beverage Base Powder – Beverage Powders, individual portion, {example: Sports Drinks, Pink Lemonade, Iced Tea Mix energy and Other beverage powder flavors}, and Other Condiment Related Products	CS	

19	Portion Controlled Items, 1000 to 3000 Count Case, Refrigerated or Non-Refrigerated, (example: Jams, Jellies, Peanut Butter, Preserves, Honey, Syrups, Toppings, Dressings, Relish, Mayonnaise, Mustard, Ketchup, Sauces, Dessert Related Products, Hot Sauce, Gelatins, Puddings, Salt and Pepper Packets , Butter/ Margarine Spread, Sugars, Low Calorie Sweeteners, Powdered Creamer and Shelf Stable Creamer - individual packets/cup, Coffee, Tea, Cocoa, Hot Chocolate, and Beverage Base Powder – Beverage Powders, individual portion, {example: Sports Drinks, Pink Lemonade, Iced Tea Mix energy and Other beverage powder flavors}, and Other Condiment Related Products	CS	
20	Portion Controlled Items, > 3000 Count Case, Refrigerated or Non-Refrigerated, (example: Jams, Jellies, Peanut Butter, Preserves, Honey, Syrups, Toppings, Dressings, Relish, Mayonnaise, Mustard, Ketchup, Sauces, Dessert Related Products, Hot Sauce, Gelatins, Puddings, Salt and Pepper Packets , Butter/ Margarine Spread, Sugars, Low Calorie Sweeteners, Powdered Creamer and Shelf Stable Creamer - individual packets/cup, Coffee, Tea, Cocoa, Hot Chocolate, and Beverage Base Powder – Beverage Powders, individual portion, {example: Sports Drinks, Pink Lemonade, Iced Tea Mix, energy and Other beverage powder flavors}, and Other Condiment Related Products	CS	
21	Salads, Prepared, Chilled/Fresh (example: Mixed Greens, Potato Salad, Egg Salad, Tuna Salad, Cole Slaw, Macaroni Salad)	CS	
22	Spices, Seasonings, Salt & Pepper, Spice Blends, Herbs, Flavorings, Extracts and Food coloring	CS	
22a	Spices, Seasonings, Salt & Pepper, Spice Blends, Herbs, Flavorings, Extracts and Food coloring	EA	
23	Beverages, Dispenser Required/Bag in Box (example: Soda, Sports Drinks, Juice, Nectar, vegetable, Coffee, Tea, Chocolate, Mixes, Liquid, Soft Serve Ice Cream/Yogurt, Milk Shake and other related products) to include concentrates	CS	
24	Beverages, other than BIB (example: Soda, Sports Drinks, Juices, Nectar, vegetable, Coffee, Tea, Chocolate , baby formula, Flavored Water, Energy Drinks, shelf stable - Dairy, UHT, Nutritional Supplements, Dietetic and Other Related Products) to include concentrates	CS	
25	Beverage, Chill/Frozen – (example: Dairy, UHT, ESL, Nutritional Supplements, Dietetic Products, Juices, Nectar, vegetable)	CS	
26	Beverage Base, Powder, other than individual portion count (example: Sports Drinks, Juices, Coffee, tea, Chocolate, baby formula, Pink Lemonade, Iced Tea Mix ,energy drinks and Other Drink Related Products)	CS	
27	Water – 12 Count Case and below, (example: Natural Spring, Purified, Distilled)	CS	
28	Water – 13 to 24 Count Case, (example: Natural Spring, Purified, Distilled)	CS	

29	Water – 25 to 34 Count Case, (example: Natural Spring, Purified, Distilled)	CS	
30	Water – 35 Count Case and above, (example: Natural Spring, Purified, Distilled)	CS	
31	Eggs - shell, Fresh	CS	
32	Egg Product, Liquid, Frozen or Chilled	CS	
33	Ice Cream and Ice cream Novelties (example: bulk, Cones, Sandwiches, Ice Pops, Fruit Bars)	CS	
34	Dairy Products: (example: Cheese, Butter, Margarine, Spreads, Yogurt, Sour Cream, Liquid Creamers, Milk and Other Fresh Dairy Related Products)	CS	
35	Bakery Products, Fresh (example: Bread, Rolls)	LB	
36	Fresh Fruits and Vegetables (FF&V)	CS	
37	Non-Food products -Food Service Operating Supplies (FSOS)	CS	
38	Ice (Cubed or cylindrical)	LB	