

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b>				1. REQUISITION NUMBER QC12349009012	PAGE 1 OF 98
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER SPM300-13-R-0040	6. SOLICITATION ISSUE DATE 2/14/2013
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Carletta Walker-Owens		b. TELEPHONE NUMBER (No collect calls) (215)737-8054	8. OFFER DUE DATE/ LOCAL TIME 3/28/2013
9. ISSUED BY DLA TROOP SUPPORT DIRECTORATE OF SUBSISTENCE 700 ROBBINS AVE. PHILADELPHIA, PA 19111-5092		CODE SPM300	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> EMERGING SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: SIZE STANDARD:		
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>	
15. DELIVER TO SEE ATTACHED SCHEDULE OF DELIVERY.		CODE	16. ADMINISTERED BY SAME AS BLOCK 9.		
17a. CONTRACTOR/OFFEROR CODE		FACILITY CODE	18a. PAYMENT WILL BE MADE BY DFAS COLUMBUS CENTER ATTN: DFAS-BVDP (SL4701) P.O. BOX 369031 COLUMBUS, OH 43236-9031		
TELEPHONE NO.		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY	22. UNIT	23. UNIT PRICE
	Fresh Milk and Dairy items for customers in the New Mexico area see schedule of items  Term of Contact: June 16, 2013 - June 11, 2016  <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>				
25. ACCOUNTING AND APPROPRIATION DATA			26. TOTAL AWARD AMOUNT (For Govt. Use Only)		
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA		<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED			
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA		<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED			
<input type="checkbox"/> 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			<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:		
30a. SIGNATURE OF OFFEROR/CONTRACTOR			31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		
30b. NAME AND TITLE OF SIGNER (Type or print)		30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (Type or print)		31c. DATE SIGNED
			Margaret Whearty		

**Table of Contents for Solicitation SPM300-13-R-0040**

**Continuation of Blocks on the SF 1449 ..... 5**

1. Block 8: .....5

2. Block 9: .....5

3. Block 10: .....6

4. Block 17A: .....6

5. Block 17B: .....6

6. Authorized Negotiators: .....6

7. Blocks 19-24: .....6

CAUTION - CONTRACTOR CODE OF BUSINESS ETHICS (FEB 2012) ..... 7

**NOTICE TO OUR VALUED SUPPLIERS.....8**

STORES (Subsistence Total Order and Receipt Electronic System) .....8

Electronic Invoicing by Suppliers via Electronic Commerce/Electronic Data Interchange: .....9

FAR 52.212-4 Contract Terms and Conditions -- Commercial Items (Feb 2012) .....13

Addendum to FAR 52.212-4.....13

FAR 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders—  
Commercial Items. (JAN 2013).....14

**FAR 52.216-19 Order Limitations (Oct 1995) .....18**

**FAR 52.216-22 Indefinite Quantity (Oct 1995).....18**

**DFARS 252.216-7006 Ordering (MAY 2011) .....18**

**DLAD 52.216-9007 Contract and Delivery Order Limitations (Nov 2011).....19**

**FAR 52.252-2 Clauses Incorporated by Reference (Feb 1998) .....20**

**DFARS 252.203-7002 Requirements to Inform Employees of Whistleblower Rights. (JAN  
2009) .....20**

DLAD 52.212-9000 Changes – Military Readiness (Nov 2011).....26

**DLAD 52.246-9039 Removal of Government identification from non-accepted supplies. (NOV  
2011) .....29**

**DLAD 52.246-9044 Sanitary Conditions (Nov 2011).....29**

**DLAD 52.246-9045 Federal Food, Drug and Cosmetic Act-Wholesale Meat Act (Aug 2008)...31**

DLAD 52.215-9024 State Minimum Price Regulations (Nov 2011) .....31

DLAD 52.246-9023 General Inspection Requirements Subsistence (Nov 2011) .....31

FAR 52.204-9 Personal identity of contractor Personnel (Jan 2011) .....34

**STATEMENT OF WORK..... 35**

Supplies or Services and Prices.....35

Purchase Orders .....	64
Product Quality .....	64
Contractor Quality Program.....	64
Warehousing and Sanitation Program/Stored Product Pest Management .....	65
Contractor Quality Audits .....	65
Recall Procedures Requirements.....	65
Non-Compete Provision.....	<b>Error! Bookmark not defined.</b>
Food Defense/Force Protection.....	66
Packaging, Packing and Labeling .....	66
Inspection and Acceptance.....	66
Inspection and Acceptance.....	66
Warranties 67	
Rejection Procedures.....	67
Deliveries and Performance .....	67
<b>Delivery Points for Group I – Fort Bliss .....</b>	<b>71</b>
<b>Delivery Points for Group II – Kirtland AFB .....</b>	<b>72</b>
<b>Delivery Points for Group III – Cannon AFB .....</b>	<b>73</b>
<b>Delivery Points for Group IV – Holloman AFB .....</b>	<b>74</b>
Contract Administration Data .....	75
<b>Solicitation Provisions .....</b>	<b>77</b>
FAR 52.212-1 Instructions to Offerors -- Commercial Items (Feb 2012) .....	77
Addendum to FAR 52.212-1 .....	77
FAR 52.212-2 -- Evaluation -- Commercial Items (Jan 1999) .....	77
Addendum to FAR 52.212-2, Evaluation of Commercial Items (Jan 1999) .....	78
DFARS 252.225-7000 – Buy American Act – Balance of Payments Program Certificate (Dec 2009).....	87
DFARS 252.212-7000 Offeror Representations and Certifications--Commercial Items (June 2005) .....	88
Deviation 2012-O0004.....	89
Addendum – <i>The following additional provisions are set forth in full text:</i> .....	89
FAR 52.216-1 Type of Contract (Apr 1984) .....	89
FAR 52.215-6 Place of Performance (Oct 1997).....	89
DLAD 52.233-9001 Disputes Agreement to Use Alternative Dispute Resolution (ADR) (Nov 2011).....	90
DLAD 52.214-9008 Rounding Off of Offer and Award Prices – Alternate I (Aug 2008).....	90
DLAD 52.217-9024 Special Provisions for Bulk Milk Dispensing Equipment – DLA Troop Support Subsistence (Nov 2011) .....	90
52.252-1 Solicitation Provisions Incorporated by Reference (Feb 1998).....	93

**DFARS 252.212-7000 Offeror Representations and Certifications --Commercial Items (June 2005) .....94**

**DFARS 252.225-7000 – Buy American Statute – Balance of Payments Program Certificate (Jun 2012).....94**

**DLAD 52.233-9001 Disputes Agreement to Use Alternative Dispute Resolution (ADR). (NOV 2011) .....97**

**REPRESENTATION REGARDING CONVICTION OF A FELONY CRIMINAL VIOLATION UNDER ANY FEDERAL OR STATE LAW (DEVIATION 2012-O0007) (DATE 2012)....98**

**REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION 2012-O0004) (JAN 2012) .....98**

Continuation of Blocks on the SF 1449

1. Block 8:

Offer Due Date/ Local Time Is: **March 28, 2013 AT 3:00 PM EASTERN TIME ZONE.**

2. Block 9:

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

Offerors should return ALL pages of the solicitation with their offer.

➤ Address and Submit “Mailed” offers to:

Defense Logistics Agency (DLA) Troop Support  
Post Office Box 56667  
Philadelphia, PA 19111-6667

Solicitation No.: **SPM300-13-R-0040**

Solicitation Issue and Closing Dates: **February 14, 2013 – March 28, 2013 AT 3:00 PM EASTERN TIME ZONE.**

➤ Address and Deliver “Hand Carried” offers, including delivery by commercial carrier, to:

Defense Logistics Agency (DLA) Troop Support  
Business Opportunity Office  
Building 36, Second Floor  
700 Robbins Avenue  
Philadelphia, PA 19111-5092

Solicitation No.: **SPM300-13-R-0040**

Solicitation Issue and Closing Dates: **February 14, 2013 – March 28, 2013 AT 3:00 PM EASTERN TIME ZONE.**

**Notes:** All hand carried offers are to be delivered to the Business Opportunity Office between 8:00 AM and 5:00 PM Monday through Friday except for legal federal holidays as set forth in 5 USC 6103.

Offerors that respond to this solicitation using a commercial carrier service must ensure that the commercial carrier service “hand carries” the offer/modification/withdrawal to the Business Opportunity Office prior to the scheduled opening/closing time.

Commercial carrier delivered offers/modifications/withdrawals must be plainly marked **ON THE OUTSIDE OF THE COMMERCIAL CARRIER’S ENVELOPE** with the solicitation number, date, and time set forth for receipt of offers.

Examples of “hand carried” offers include: In-person delivery by contractor, Fed EX, Airborne, UPS, DHL, Emery, other commercial carrier, USPS Express Mail, and USPS Certified Mail.

Contractors intending to deliver offers in-person should be advised that the Business Opportunities Office (Bid Room) is located within a secured military installation. In order to gain access to the facility, an escort may be required. The escort will be an employee of the Bid Room. The following are telephone numbers

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

- **Send Facsimile Offer To:** (215) 737-9300, 9301, 9302 or 9303. Facsimile Offers are authorized. The numbers listed here are **THE ONLY ACCEPTABLE** fax numbers for this solicitation. If faxing an offer, ALL pages of the offer **MUST** be received by the closing date and time. No Exceptions.
- “Emailed proposal submissions are not authorized under this solicitation.”

3. **Block 10:**

**NAICS: 311511**  
**Size Standard: 500 Employees**

4. **Block 17A:**

- OFFERORS: SPECIFY FAX NUMBER(S): \_\_\_\_\_  
EMAIL ADDRESS: \_\_\_\_\_

5. **Block 17B:**

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

Offeror’s assigned DUNS number: \_\_\_\_\_

6. **Authorized Negotiators:**

The offeror represents that the following persons are authorized to negotiate on its behalf with the Government in connection with this request for proposal. Please list names, titles, telephone numbers, facsimile (FAX) numbers and emails for each authorized negotiator.

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7. **Blocks 19-24:** SEE SCHEDULE OF ITEMS

**NOTES:**

AT THE END OF THE SCHEDULE OF ITEMS, GOVERNMENT QUALIFICATION IS STATED AS WELL AS A REQUEST FOR OFFEROR QUALIFICATION. QUALIFICATION PERTAINS TO ANY CONDITIONS, DEVIATIONS, OR CONTINGENCIES UPON WHICH OFFERED PRICES ARE BASED.

**\*\*THE GOVERNMENT INTENDS TO AWARD TO THE RESPONSIBLE OFFEROR THAT CONFORMS TO THE SOLICITATION REQUIREMENTS AND OFFERS THE LOWEST PRICE\*\***

#### **CAUTION NOTICE**

This procurement is being solicited as Price Only Evaluation Factor. This procurement is being solicited on an unrestricted basis with Hubzone evaluation preference. Solicitation SPM300-13-R-0040 is designed to place market ready fresh milk, other dairy items, and fruit juices/drinks, all fully competitive, on contract(s) for various customers in the New Mexico area. The resultant contract will be a fixed price Indefinite Quantity Contract (IQC) with EPA applied to Class I fluid milk items and firm fixed price for all other items, 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(2)). The duration of the contract is for a term of 36 months, with two separate pricing tiers. The first pricing tier shall begin on the award date and be for a 24 month period (June 16, 2013 through June 13, 2015). The second pricing tier shall be for the following 12 month performance period (June 14, 2015 through June 11, 2016). The EPA will continue to apply for Class I fluid milk items throughout the contract. For all other items, the pricing will remain firm fixed for each pricing tier. The effective period for any contract resulting from this solicitation shall be from June 16, 2013 through June 11, 2016.

The solicitation contains four (4) groups:

**Group 1 – Fort Bliss**

**Group 2 – Kirtland AFB**

**Group 3 – Cannon AFB**

**Group 4 – Holloman AFB**

**This contract is for a three-year period**

#### **CAUTION - CONTRACTOR CODE OF BUSINESS ETHICS (FEB 2012)**

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

If this solicitation or contract includes FAR clause 52.203-13 - CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT; the contractor shall comply with the terms of the clause and have a written code of business ethics and conduct; exercise due diligence to prevent and detect criminal conduct; promote ethical conduct and a commitment to compliance with the law within their organization; and timely report any violations of federal criminal law involving fraud, conflict of interest, bribery or gratuity violations found in title 18 of the United States

Code or any violations of the False Claims Act. (31 U.S.C. 3729-3733) When FAR 52.203-13 is included in the contract, contractors must provide a copy of its written code of business ethics and conduct to the contracting officer upon request by the contracting officer.

## NOTICE TO OUR VALUED SUPPLIERS

The following attached forms require information to be furnished by each offeror. Any questions may be directed to the Contract Specialist at the telephone number shown or email listed on the cover sheet of this solicitation. Return one (1) completely filled out solicitation in its entirety.

1. Complete Standard Form 1449 , 17a, 30a, b and c
2. Complete all Supplies/Prices "Schedule" sheets (Offered Prices) and Qualifications
3. Sign and Return any/all amendments.
4. Complete the CAGE Code and DUNS number spaces on this page
5. Complete all of the following and any additional Offeror Representations and Certifications:
  - AUTHORIZED NEGOTIATORS
  - Review the REVISED INFORMATION noted via Clause 52.212-2, Evaluation – Commercial Items (Jan 1999)
  - FAR 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS
  - FAR 52.215-6 PLACE OF PERFORMANCE
  - DFARS 252.212-7000 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS
  - Review and sign Deviation 2012-O0004 and Deviation 2012-O0004

The requirements for Clause 52.222-37 (see Addendum to FAR 52.212-5), Employment Reports on Special Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212) mandate annual reporting of certain statistics on a form titled "Federal Contractor Veterans' Employment Report VETS-100."

**All offerors are required to submit a Wholesale Price List with their offer.**

**Please submit the following identification numbers:**

CAGE Code: \_\_\_\_\_ DUNS #: \_\_\_\_\_

## STORES (Subsistence Total Order and Receipt Electronic System)

The automated STORES (Subsistence Total Order and Receipt Electronic System) will be used to the maximum extent practical on the resultant contracts from this solicitation. Orders will be sent via a computer-generated fax (STORES purchase order). In order to facilitate the receipt and payment process, there is specific information contained on the STORES purchase order that **MUST** be mirrored on the vendor's invoice. The information may have to be hand written on the invoice. Please ensure the information is correct and legible. Invoices for those customers placing orders under STORES must be submitted for payment to the following address:

DFAS BVDP (SL4701)  
P.O. Box 369031  
Columbus, Ohio 43236-9031



**Electronic Invoicing by Suppliers via Electronic Commerce/Electronic Data Interchange:**

All suppliers are required to process invoices electronically. **This is a condition for contract award.** An electronic invoicing system expedites payments by providing a real time system for invoice processing. In an effort to ensure that your firm is paid promptly for products that you supply, we want to utilize the best business practices available. The business practices of today reflect increased utilization of Electronic Commerce/Electronic Data Interchange providing more timely and cost effective ways of information exchange. DLA Troop Support, Subsistence is migrating towards more and more use of the electronic mediums available to conduct business with you as our business partners. The Defense Logistics Agency has undergone an Enterprise Business Systems (EBS) initiative. This EBS initiative will change the way you currently invoice. EBS conforms to a strict adherence of detailed line item payment in concert with the order. The manual paperwork will no longer be a viable way to invoice. Invoices need to be submitted for payment promptly after delivery.

Our intention is to provide you a quick and easy way to submit your invoices for payment and to help ensure prompt and accurate payments. Efforts have been underway for some time to bring a resolution for you to be able to accomplish Electronic Data Interchange with the invoices. Several alternatives are available:

1. If your company is able to exchange information electronically through ANSI X12 format, we could set your company up as an EDI vendor immediately, being able to receive orders and send invoices electronically.
2. There are companies available who for a fee will turn your flat files into EDI Invoices (810 transactions).
3. The Market Ready EDI Invoicing is another web application to submit your invoices electronically. This system can be found on the DLA TROOP SUPPORT web page for subsistence, [http://www.DLA\\_Troop\\_Support.dla.mil/subs/index.asp](http://www.DLA_Troop_Support.dla.mil/subs/index.asp). You will be issued a User ID and Password, after properly registering for this site. This application will allow you to see on the website receipts by the customers, for your contracts only. You can review the receipt and, if in agreement you will simply type in an invoice number to submit your invoice to DFAS. This receipt information is available at this website for 8 weeks. The user will have the ability to add lines or change existing lines to reflect what was delivered. The changes will be e-mailed to your DLA TROOP SUPPORT account manager, who will work at resolving the differences; however, the customer must make the corrections electronically. Vendors are encouraged to wait until the receipt is adjusted to submit their invoices. The system will be updated daily from the receipt files. Invoices submitted using this website will generate an EDI invoice to flow through the paying process at DFAS. If you need additional information on electronic or alternate electronic invoice processing contact your DLA TROOP SUPPORT Account Manager or Buyer.

**One of the above methods must be used as paper invoices are no longer a viable option.**

A sample STORES order is illustrated for informational purposes only. The information indicated in the five elements below is required to be identified on the vendor's invoice in order for the vendor to be promptly paid by DFAS. These elements are on the system generated STORES purchase order, and the information needs to be transferred to the invoice.

1. Contract Number - i.e. SPM300-09-D-V500 (on attached sample). This number will remain constant throughout the life of the contract.
2. Call Number - i.e. 408Y (This is the Julian date and the Lap ID number of the purchase order). This number will change with every order.
3. Lead CLIN No. - i.e. 55 (This is the item number on the purchase order). This number will change with every order.
4. Purchase Order Number - i.e. FT123490912211. This number will change with every order.
5. Required Delivery Date (RDD) i.e. 4/3/09. This date will change with each order.

Each order will contain similar information. Contractor is responsible to extract the correct information from the STORES order for each invoice.

**SAMPLE OF SENT ORDER DETAILS**

Purchase Order Number:	FT123490912211
Contract Number:	SPM30009DV500
Vendor:	VENDOR NAME
Call Number:	408Y
Ordering Point:	FT1234
Ship To DoDAAC:	FT1234
RDD:	4/3/2009
Receipt Date:	
Source of Receipt:	Manual

Include?	CLIN	Document Number	Stock Number	FIC	Description	U/M	PRF	DLA TROOP SUPPORT		Order Qty	Receipt Qty	Cost	Proj Code
			Part Number					U/I	Price				
<input type="checkbox"/>	55	FT1234913203	891001E112644 28348		MILK, CHOC, LOW FAT, CHL, 1% MILK FAT, 5 GAL BIB	CO	1	CO	\$10.51	1		\$10.51	<input type="checkbox"/>
<input type="checkbox"/>	56	FT123490913204	891001E112161 15056		MILK, LOW FAT, CHL, 1% MILK FAT, 5 GAL BIB	CO	1	CO	\$10.09	2		\$20.18	<input type="checkbox"/>
<input type="checkbox"/>	57	FT123490913205	891001E113402 25140		CHEESE, COTTAGE, CHL, CREAMED, LARGE OR SMALL CURD, 5 LB CO	CO	1	CO	\$8.58	8		\$68.64	<input type="checkbox"/>
<b>Total:</b>											<b>\$99.33</b>		

## CONTRACT CLAUSES

### FAR 52.204-99 --SYSTEM FOR AWARD MANAGEMENT REGISTRATION (AUGUST 2012) (DEVIATION)

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

"Central Contractor Registration (CCR) database" means the retired primary Government repository for Contractor information required for the conduct of business with the Government.

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

- (1) A code assigned by the Defense Logistics Agency (DLA) Logistics Information Service to identify a commercial or Government entity; or
- (2) A code assigned by a member of the North Atlantic Treaty Organization that DLA records and maintains in the CAGE master file. This type of code is known as a "CAGE code."

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System+4 (DUNS+4) number" means the DUNS number means the number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional SAM records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same concern.

"Registered in the **SAM** database" means that-

- (1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the **SAM** database;
- (2) The Contractor's CAGE code is in the **SAM** database; and
- (3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS), and has marked the record "Active". The Contractor will be required to provide consent for TIN Attachment, Page 1 of 4 validation to the Government as a part of the **SAM** registration process.

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

- (1) Data collected from prospective federal awardees required for the conduct of business with the Government;
- (2) Prospective contractor submitted annual representations and certifications in accordance with FAR Subpart 4.12; and
- (3) The list of all parties suspended, proposed for debarment, debarred, declared ineligible, or excluded or disqualified under the nonprocurement common rule by agencies, Government corporations, or by the Government Accountability Office.

(b)

- (1) The Contractor shall be registered in the **SAM** database prior to submitting an invoice and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.
- (2) The SAM registration shall be for the same name and address identified on the contract, with its associated CAGE code and DUNS or DUNS+4.
- (3) If indicated by the Government during performance, registration in an alternate system may be required in lieu of **SAM**.

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

(1) A contractor may obtain a DUNS number-

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

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

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

(d) Reserved.

(e) Processing time for registration in **SAM**, which normally takes five business days, should be taken into consideration when registering. Contractors who are not already registered should consider applying for registration at least two weeks prior to invoicing.

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

(g)

(1)

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

- (A) Change the name in the SAM database;
- (B) Comply with the requirements of subpart 42.12 of the FAR; and
- (C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer.

(ii) If the Contractor fails to comply with the requirements of paragraph (g) (1) (i) of this clause, or fails to perform the agreement at paragraph (g) (1) (i) (C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the **SAM** information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

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

(h) Contractors may obtain information on registration and annual confirmation requirements via the **SAM** accessed through <https://www.acquisition.gov> or by calling 866-606-8220, or 334-206-7828 for international calls.

[FAR 52.212-4 Contract Terms and Conditions -- Commercial Items \(Feb 2012\)](#) is incorporated in this solicitation by reference. Its full text may be accessed electronically at <https://www.acquisition.gov/far/index.html>. Text is available for viewing in Subpart 52.2 Text of Provisions and Clauses, through either the HTML or PDF Format links.

[Addendum to FAR 52.212-4](#)

**Contract Terms and Conditions – Commercial Items**

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

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

“Inspection and acceptance of products will be performed at destination. The authorized receiving official for each customer is responsible for signing for and accepting products when they are delivered. The final disposition decision rests with the food service officer and/or the authorized receiving official.

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

(c) Changes.

- (1) The Contracting Officer, at his/her discretion, may unilaterally invoke any of the contingency options set forth in this contract.
- (2) The Contracting Officer may at any time, by unilateral written order, make changes within the general scope of this contract in any one or more of the following:
  - (i) Method of shipment or packing;
  - (ii) Place, manner, or time of delivery.
- (3) If such change causes an increase or decrease in the cost of, or time required for, performance for any part of the work under this contract, the Contracting Officer shall make equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.
- (4) The Contractor must assert its right to an adjustment under this clause within thirty (30) days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.
- (5) Failure to agree to any adjustment shall be a dispute under the Disputes Clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract.

**3. Paragraph (m), Termination for Cause.**

Delete paragraph (m) in its entirety and substitute the following:

(m) *Termination for Cause*. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If this contract is terminated in whole or in part for cause, and the supplies or services covered by the contract so terminated are repurchased by the Government, the Government will incur administrative costs in such repurchases. The Contractor and the Government expressly agree that, in addition to any excess costs of repurchase, or any other damages resulting from such default, the Contractor shall pay, and the Government shall accept, the sum of \$1,350.00 as payment in full for the administrative costs of such repurchase. This assessment of damages for administrative costs shall apply for any termination for cause following which the Government repurchases the terminated supplies or services together with any incidental or consequential damages incurred because of the termination. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

**4. Paragraph (r) Compliance with laws unique to Government contracts is revised to include the following:**

- (r) The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback

Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; Section 1553 of the American Recovery and Reinvestment Act of 2009 relating to whistleblower protections for contracts funded under that Act; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

**5. Paragraph (f), Central Contractor Registration (CCR).**

Add the following paragraph:

(5) Definitions.

“Central Contractor Registration (CCR) Database” means the primary Government repository for contractor information required for the conduct of business with the Government.

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

- (a) A code assigned by the Defense Logistics Information Service (DLIS) to identify a commercial or Government entity; or
- (b) A code assigned by a member of the North Atlantic Treaty Organization that DLIS records and maintains in the CAGE master file. This type of code is known as an “NCAGE code”.

“Data Universal Number System (DUNS) Number” means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

“Data Universal Numbering System+4 (DUNS+4) Number” means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11 of the Federal Acquisition Regulation) for the same parent concern.

“Registered in the CCR Database” means that—

- (a) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database;
- (b) The Contractor’s CAGE code is in the CCR database; and
- (c) The Government has validated all mandatory data fields and has marked the records “Active.”

## **FAR 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Items. (JAN 2013)**

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

\_\_\_ Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

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

[Contracting Officer check as appropriate.]

(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

\_\_\_ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

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

(4) 52.204-10, Reporting Executive compensation and First-Tier Subcontract Awards (Aug 2012) (Pub. L. 109-282) (31 U.S.C. 6101 note).

\_\_\_ (5) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (Jul 2010) (Pub. L. 111-5).

(6) 52.209-6, Protecting the Government’ Interest When Subcontracting with Contractors

- Debarred, Suspended, or Proposed for Debarment (Dec 2010) (31 U.S.C. 6101 note).
- X (7) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Feb 2012) (41 U.S.C. 2313).
- \_\_\_ (8) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (May 2012) (section 738 of Division C of Public Law 112-74, section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).
- \_\_\_ (9) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).
- X (10) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).
- \_\_\_ (11) [Reserved]
- \_\_\_ (12) (i) 52.219-6, Notice of Total Small Business Aside (Nov 2011) (15 U.S.C. 644).
- \_\_\_ (ii) Alternate I (Nov 2011).
- \_\_\_ (iii) Alternate II (Nov 2011).
- \_\_\_ (13) (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 (14) 52.219-8, Utilization of Small Business Concerns (Jan 2011) (15 U.S.C. 637(d)(2) and (3)).
- \_\_\_ (15) (i) 52.219-9, Small Business Subcontracting Plan (Jan 2011) (15 U.S.C. 637 (d)(4).)
- \_\_\_ (ii) Alternate I (Oct 2001) of 52.219-9.
- \_\_\_ (iii) Alternate II (Oct 2001) of 52.219-9.
- \_\_\_ (iv) Alternate III (July 2010) of 52.219-9.
- \_\_\_ (16) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).
- \_\_\_ (17) 52.219-14, Limitations on Subcontracting (Nov 2011) (15 U.S.C. 637(a)(14)).
- \_\_\_ (18) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- \_\_\_ (19) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Oct 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- \_\_\_ (ii) Alternate I (June 2003) of 52.219-23.
- \_\_\_ (20) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Dec 2010) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- \_\_\_ (21) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- \_\_\_ (22) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657f).
- X (23) 52.219-28, Post Award Small Business Program Rerepresentation (Apr 2012) (15 U.S.C. 632(a)(2)).
- \_\_\_ (24) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Apr 2012) (15 U.S.C. 637(m)).
- \_\_\_ (25) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Apr 2012) (15 U.S.C. 637(m)).
- X (26) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- X (27) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Mar 2012) (E.O. 13126).
- X (28) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- X (29) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- X (30) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).
- X (31) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).
- X (32) 52.222-37, Employment Reports on Veterans (Sep 2010) (38 U.S.C. 4212).
- X (33) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- X (34) 52.222-54, Employment Eligibility Verification (Jul 2012). (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) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

\_\_\_ (37) (i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (Dec 2007) (E.O. 13423).

\_\_\_ (ii) Alternate I (Dec 2007) of 52.223-16.

(38) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging while Driving (Aug 2011).

\_\_\_ (39) 52.225-1, Buy American Act--Supplies (Feb 2009) (41 U.S.C. 10a-10d).

\_\_\_ (40) (i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (Nov 2012) (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, Pub. L. 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 (Mar 2012) of 52.225-3.

\_\_\_ (iii) Alternate II (Mar 2012) of 52.225-3.

\_\_\_ (iv) Alternate III (Nov 2012) of 52.225-3.

\_\_\_ (41) 52.225-5, Trade Agreements (Nov 2012) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

(42) 52.225-13, Restrictions on Certain Foreign Purchases (Jun 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

\_\_\_ (43) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

\_\_\_ (44) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

\_\_\_ (45) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

\_\_\_ (46) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

(47) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct. 2003) (31 U.S.C. 3332).

\_\_\_ (48) 52.232-34, Payment by Electronic Funds Transfer—Other Than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

\_\_\_ (49) 52.232-36, Payment by Third Party (Feb 2010) (31 U.S.C. 3332).

\_\_\_ (50) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

\_\_\_ (51) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

\_\_\_ (ii) Alternate I (Apr 2003) of 52.247-64.

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

[Contracting Officer check as appropriate.]

\_\_\_ (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

\_\_\_ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) (29 U.S.C.206 and 41 U.S.C. 351, et seq.).

\_\_\_ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

\_\_\_ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for



Certain Services--Requirements (Feb 2009) (41 U.S.C. 351, et seq.).

\_\_\_ (7) 52.222-17, Nondisplacement of Qualified Workers (Jan 2013) (E.O. 13495).

X (8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (Mar 2009) (Pub. L. 110-247).

\_\_\_ (9) 52.237-11, Accepting and Dispensing of \$1 Coin (Sep 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 (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (Dec 2010) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (Jan 2013) (E.O. 13495). Flow down required in accordance with paragraph (1) of FAR clause 52.222-17.

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

(v) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

(vii) 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.

(viii) 52.222-41, Service Contract Act of 1965, (Nov 2007), (41 U.S.C. 351, et seq.)

(ix) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

\_\_\_ Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.)

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Feb 2009) (41 U.S.C. 351, et seq.)

(xii) 52.222-54, Employment Eligibility Verification (Jul 2012).

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xiv) 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.  
(End of Clause)

### **FAR 52.216-19 Order Limitations (Oct 1995)**

- (a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$25.00 [insert dollar figure or quantity], the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
- (b) Maximum order. The Contractor is not obligated to honor—
  - (1) Any order for a single item in excess of 250% of the awarded estimated value per group [insert dollar figure or quantity];
  - (2) Any order for a combination of items in excess of 250% of the awarded estimated value [insert dollar figure or quantity]; or
  - (3) A series of orders from the same ordering office within 2 days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.
- (c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.
- (d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 2 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

### **FAR 52.216-22 Indefinite Quantity (Oct 1995)**

- (a) This is an indefinite-quantity contract for the supplies or services specified and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."
- (c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after **June 16, 2016**.

### **DFARS 252.216-7006 Ordering (MAY 2011)**

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the contract schedule. Such orders may be issued **June 16, 2013 through June 11, 2016**.
- (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.

**DLAD 52.216-9007 Contract and Delivery Order Limitations (Nov 2011)**

[X] (a) Delivery orders will specify delivery no less than 2 days from the date of order. Changes or cancellations to delivery orders may be made by giving the contractor notice no less than 1 day [remembering that days are always calendar days unless otherwise defined] before the required delivery date.

(b) Maximum Contract Limitation. The maximum quantity or maximum dollar value that may be ordered against this contract is 250% of the awarded estimated value.

(c) Guaranteed Minimum

(1) The Government guarantees that it will order under this contract (and under the contract awarded for any partial set-aside) the following minimum, as applicable:

[ ] (i) Base period of one year.

\_\_\_\_\_ (Quantity)

\_\_\_\_\_ (Percentage of the annual estimated quantity or dollar value)

[x] (ii) Base period of two or more years.

\_\_\_\_\_ (Quantity) multiplied by \_\_\_\_\_.

25% of the awarded estimated value (Percentage) multiplied by 1.

[ ] (iii) The following minimum quantities within the time periods prescribed (quarter (QTR) represents a three-month period computed from date of award):

Contract Line-Item (CLIN)	FIRST QTR	SECOND QTR	THIRD QTR	FOURTH QTR
_____	_____	_____	_____	_____

[ ] (iv) The contractor will not be obligated to honor any order with F.O.B. Destination terms that requires delivery to a single destination of a quantity less than that shown below:

CLIN	MINIMUM QUANTITY PER DESTINATION
_____	_____

(2) The Government may fulfill the guarantee by a single delivery order or by any number of delivery orders subject to the minimum per order specified in the clause Order Limitations, Federal Acquisition Regulation (FAR) clause 52.216-19 (a). The maximum quantity per order does not apply until after the guaranteed minimum is satisfied.

(3) In the event that a single delivery order includes both items that are within the guaranteed minimum and items in excess of the guaranteed minimum, the maximum delivery order limitations in FAR 52.216-19 (b) shall apply, and the Contractor shall be governed by the notice requirement of FAR 52.216-19 (d).

(4) The total of the delivery orders issued during the base contract period will apply to the minimum guarantee stated in this paragraph (c). The Government's obligations with regard to the guarantee will be satisfied when the total of the delivery orders equals or exceeds the guaranteed quantity or guaranteed dollar value, as applicable.

(d) If this is an invitation for bids (IFB) and the Government elects to award a different quantity than that solicited or bid upon, the delivery schedule will be changed in direct proportion to the change in quantity. If this solicitation involves a partial set-aside, the Government will consider each destination (or combined destinations) separately in awarding the set-aside portion. The destination(s) appearing on page(s) \_\_\_\_\_ is (are) the non-set-aside portion.

### [FAR 52.252-2 Clauses Incorporated by Reference \(Feb 1998\)](#)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil/vffara.htm>

The following additional clauses are incorporated by REFERENCE:

<u>CLAUSE NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
FAR 52.208-9	Contractor Use of Mandatory Sources of Supplies or Services	OCT 2008
FAR 52.209-6	Protecting the Government's Interests When Subcontracting with Contractors Debarred, Suspended or Proposed for Debarment	Dec 2010
FAR 52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement	DEC 2007
FAR 52.232-17	Interest	Oct 2010
FAR 52.242-13	Bankruptcy	JULY 1995
FAR 52.242-15	Stop-Work Order	AUG 1989
FAR 52.247-34	F.O.B. Destination	NOV 1991
FAR 52.251-1	Government Supply Sources	AUG 2010
DFARS 252.204-7003	Control of Government Personnel Work Product	APR 1992
DFARS 252.209-7004	Subcontracting with Firms that are Owned or Controlled by the Government of a Terrorist Country	DEC 2006
DFARS 252.225-7002	Qualifying Countries as Subcontractors	APR 2003
DFARS 252.232-7010	Levies on Contract Payments	DEC 2006

### [DFARS 252.203-7002 Requirements to Inform Employees of Whistleblower Rights. \(JAN 2009\)](#)

The Contractor shall inform its employees in writing of employee whistleblower rights and protections under 10 U.S.C. 2409, as described in Subpart 203.9 of the Defense Federal Acquisition Regulation Supplement.

### **CONTRACT TERMS 252.212-7001 Contract Terms and Conditions Required to Implement Statutes or Executive Orders Applicable to Defense Acquisitions of Commercial Items. (DEC 2012)**

As prescribed in [212.301\(f\)\(iii\)](#), use the following clauses as applicable:

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

52.203-3, Gratuities (APR 1984) (10 U.S.C. 2207).

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

(1)  [252.203-7000](#), Requirements Relating to Compensation of Former DoD

Officials (SEP 2011) (Section 847 of Pub. L. 110-181).

(2)  [252.203-7003](#), Agency Office of the Inspector General (APR 2012)(section 6101 of Pub. L. 110-252, 41 U.S.C. 3509).

(3)  [252.205-7000](#), Provision of Information to Cooperative Agreement

Holders (DEC 1991) (10 U.S.C. 2416).

(4)  [252.219-7003](#), Small Business Subcontracting Plan (DoD Contracts)

(JUN 2012) (15 U.S.C. 637).

(5)  [252.219-7004](#), Small Business Subcontracting Plan (Test Program)

(JAN 2011) (15 U.S.C. 637 note).

(6)(i)  [252.225-7001](#), Buy American and Balance of Payments Program

(DEC 2012) (41 U.S.C. chapter 83, E.O. 10582).

(ii)  Alternate I (OCT 2011) of [252.225-7001](#).

(7)  [252.225-7008](#), Restriction on Acquisition of Specialty Metals (JUL 2009)(10 U.S.C. 2533b).

(8) \_\_\_\_ [252.225-7009](#),  
Restriction on Acquisition of Certain Articles Containing Specialty Metals  
(JUN 2012) (10 U.S.C. 2533b).

(9) X [252.225-7012](#),  
Preference for Certain Domestic Commodities (DEC 2012) (10 U.S.C.  
2533a).

(10) \_\_\_\_ [252.225-7015](#), Restriction on Acquisition of Hand or Measuring  
Tools

(JUN 2005) (10 U.S.C. 2533a).

(11) \_\_\_\_ [252.225-7016](#), Restriction on Acquisition of Ball and Roller  
Bearings (JUN 2011) (Section 8065 of Pub. L. 107-117 and the same  
restriction in subsequent DoD appropriations acts).

(12) \_\_\_\_ [252.225-7017](#), Photovoltaic Devices (DEC 2012) (Section 846  
of Pub.

L. 111-383).

(13)(i) \_\_\_\_ [252.225-7021](#), Trade Agreements (DEC 2012) (19 U.S.C.  
2501-2518

and 19 U.S.C. 3301 note).

(ii) \_\_\_\_ Alternate I (OCT 2011) of [252.225-7021](#).

(iii) \_\_\_\_ Alternate II (OCT 2011) of [252.225-7021](#).

(14) \_\_\_\_ [252.225-7027](#), Restriction on Contingent Fees for Foreign  
Military

Sales (APR 2003) (22 U.S.C. 2779).

(15) \_\_\_\_ [252.225-7028](#), Exclusionary Policies and Practices of Foreign

Governments (APR 2003) (22 U.S.C. 2755).

(16)(i) \_\_\_\_ [252.225-7036](#), Buy American—Free Trade Agreements—

Balance of Payments Program (DEC 2012) (41 U.S.C. chapter 83 and 19 U.S.C. 3301

note).

- (ii) \_\_\_ Alternate I (JUN 2012) of [252.225-7036](#).
- (iii) \_\_\_ Alternate II (NOV 2012) of [252.225-7036](#).
- (iv) \_\_\_ Alternate III (JUN 2012) of [252.225-7036](#).
- (v) \_\_\_ Alternate IV (NOV 2012) of [252.225-7036](#).
- (vi) \_\_\_ Alternate V (NOV 2012) of [252.225-7036](#).

(17) \_\_\_ [252.225-7038](#), Restriction on Acquisition of Air Circuit Breakers (JUN

2005) (10 U.S.C. 2534(a)(3)).

(18) \_\_\_ [252.225-7039](#), Contractors Performing Private Security Functions

(JUN 2012) (Section 862 of Pub. L. 110-181, as amended by section 853 of Pub. L. 110-417 and sections 831 and 832 of Pub. L. 111-383).

(19) X [252.226-7001](#), Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Pub. L. 107-248 and similar sections in subsequent DoD appropriations acts).

(20) \_\_\_ [252.227-7013](#), Rights in Technical Data—Noncommercial Items (FEB

2012), if applicable (see [227.7103-6\(a\)](#)).

(21) \_\_\_ [252.227-7015](#), Technical Data—Commercial Items (DEC 2011) (10 U.S.C. 2320).

(22) \_\_\_ [252.227-7037](#), Validation of Restrictive Markings on Technical Data

(JUN 2012), if applicable (see [227.7102-4\(c\)](#)).

(23) X [252.232-7003](#), Electronic Submission of Payment Requests and Receiving Reports (MAR 2008) (10 U.S.C. 2227).

(24) \_\_\_\_ [252.237-7010](#), Prohibition on Interrogation of Detainees by Contractor

Personnel (NOV 2010) (Section 1038 of Pub. L. 111-84)

(25) \_\_\_\_ [252.237-7019](#), Training for Contractor Personnel Interacting with

Detainees (SEP 2006) (Section 1092 of Pub. L. 108-375).

(26)  [252.243-7002](#), Requests for Equitable Adjustment (MAR 1998) (10

U.S.C. 2410).

(27) \_\_\_\_ [252.246-7004](#), Safety of Facilities, Infrastructure, and Equipment

For Military Operations (OCT 2010) (Section 807 of Pub. L. 111-84).

(28) \_\_\_\_ [252.247-7003](#), Pass-Through of Motor Carrier Fuel Surcharge

Adjustment to the Cost Bearer (SEP 2010) (Section 884 of Pub. L. 110-417).

(29)(i)  [252.247-7023](#), Transportation of Supplies by Sea (MAY 2002) (10

U.S.C. 2631).

(ii) \_\_\_\_ Alternate I (MAR 2000) of [252.247-7023](#).

(iii) \_\_\_\_ Alternate II (MAR 2000) of [252.247-7023](#).

(iv) \_\_\_\_ Alternate III (MAY 2002) of [252.247-7023](#).

(30) \_\_\_\_ [252.247-7024](#), Notification of Transportation of Supplies by Sea (MAR

2000) (10 U.S.C. 2631).

(31) \_\_\_\_ [252.247-7027](#), Riding Gang Member Requirements (OCT 2011)

(Section 3504 of Pub. L. 110-417).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial



Items clause of this contract (FAR 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

- (1) [252.225-7039](#), Contractors Performing Private Security Functions (JUN 2012) (Section 862 of Pub. L. 110-181, as amended by section 853 of Pub. L. 110-417 and sections 831 and 832 of Pub. L. 111-383).
- (2) [252.227-7013](#), Rights in Technical Data—Noncommercial Items (FEB 2012), if applicable (see [227.7103-6\(a\)](#)).
- (3) [252.227-7015](#), Technical Data—Commercial Items (DEC 2011), if applicable (see [227.7102-4\(a\)](#)).
- (4) [252.227-7037](#), Validation of Restrictive Markings on Technical Data (JUN 2012), if applicable (see [227.7102-4\(c\)](#)).
- (5) [252.237-7010](#), Prohibition on Interrogation of Detainees by Contractor Personnel (NOV 2010) (Section 1038 of Pub. L. 111-84).
- (6) [252.237-7019](#), Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Pub. L. 108-375).
- (7) [252.247-7003](#), Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (SEP 2010) (Section 884 of Pub. L. 110-417).
- (8) [252.247-7023](#), Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).
- (9) [252.247-7024](#), Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(End of clause)

**[DLAD 52.211-9046 FDA COMPLIANCE - DLA TROOP SUPPORT MEDICAL and SUBSISTENCE \(NOV 2011\)](#)**

If any supplies acquired hereunder are recalled under the provisions of the Federal Food, Drug and Cosmetic Act, and regulations there under, the contractor shall, at the Government's option, either reimburse the Government or repair/replace the recalled supplies. Additionally, the contractor shall notify the contracting officer immediately when a firm decides to voluntarily recall or withdraw any product from the marketplace. Upon notification by the contracting officer that supplies acquired hereunder have been recalled, the contractor shall either (a) accept Certificates of Destruction from the Government after the supplies have been properly disposed of, (b) request return of the supplies, or (c) if supplies may be repaired on site without transporting them from their location, furnish all materials necessary to effect repairs. Replacement or reimbursement will be accomplished by the contractor immediately on receipt of Certificates of Destruction or returned supplies. The costs of replacement or repair of supplies, and transportation and handling costs for movement of returned, replaced or repaired supplies within the continental United States shall be paid by the contractor. The provisions of this clause are applicable only when the value of the recalled supplies in the possession of the Government amounts to \$100 or more. The rights and remedies of the Government provided in this clause are in addition to, and do not limit, any rights afforded to the Government by any other clause in the contract.

### DLAD 52.212-9000 Changes – Military Readiness (Nov 2011)

The commercial changes clause at Federal Acquisition Regulation (FAR) 52.212-4(c) is applicable to this contract in lieu of the changes clause at FAR 52.243-1. However, in the event of a Contingency Operation or a Humanitarian or Peace Keeping Operation, as defined below, the contracting officer may, by written order, change

- 1) The method of shipment or packing, and
- 2) The place of delivery. If any such change causes an increase in the cost of, or the time required for performance, the contracting officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract. The contractor must assert its right to an adjustment within 30 days from the date of receipt of the modification.

“Contingency operation” means a military operation that is designated by the Secretary of Defense as an operation in which members of the armed forces are or may become involved in military actions, operations, or hostilities against an enemy of the United States or against an opposing military force; or results in the call or order to, or retention on, active duty of members of the uniformed services under 10 United States Code (U.S.C.) 688, 12301(a), 12302, 12304, 12305, or 12406, chapter 15 of U.S.C., or any other provision of law during a war or during a national emergency declared by the President or Congress (10 U.S.C. 101(a)(13)).

“Humanitarian or peacekeeping operation” means a military operation in support of the provision of humanitarian or foreign disaster assistance or in support of peacekeeping operation under Chapter VI or VII of the Charter of the United Nations. The term does not include routine training, force rotation, or stationing. (10 U.S.C. 2302 (8) and 41 U.S.C. 259(d)(2)(B)).

### DLAD 52.214-9008 - ROUNDING OFF OF OFFER AND AWARD PRICES ALTERNATE I (AUG 2008)

In lieu of five decimal places, unit prices shall be limited to a maximum of two decimal places. For evaluation and award purposes, offerors containing a unit price of more than two decimal places shall be rounded off to two decimal places, as follows: \$0.01 to \$0.104 = \$0.10

\$0.105 to \$0.109 = \$0.11

\$0.111 to \$0.114 = \$0.11

\$0.115 to \$0.119 = \$0.12, etc.

### DLAD 52.216-9032 ECONOMIC PRICE ADJUSTMENT (EPA) - ESTABLISHED MARKET PRICE – MILK (FEB 2009)

(a) To the extent that contingent cost increases are provided for by this clause, the contractor warrants that prices included in the contract do not include any amount to protect against such contingent cost increases.

(b) This EPA clause applies to Skim Milk and Butterfat Fluid Milk Products classified as Class I Milk only (i.e., whole milk, fat-free milk, low fat milk, light milk, reduced fat milk, milk drinks, eggnog and cultured buttermilk, including any such beverage products that are flavored, cultured, modified with added nonfat milk solids, sterilized, concentrated, or reconstituted. As used in this paragraph, the term concentrated milk means milk that contains not less than 25.5 percent, and not more than 50 percent, total milk solids). Any package sizes other than gallons will be pro-rated based upon the price adjustment per gallon.

(c) Class I milk, as described in this clause, is subject to the regulations of the United States Department of Agriculture under the Federal Milk Marketing Orders.

(d) The economic indicator for the purpose of prospective adjustments to contract prices under this clause shall be the Class I price [(Base Skim Milk Price for Class I times 0.965) plus (Advanced Butterfat Pricing Factor times 3.5)] in the Announcement of Advanced Prices and Pricing Factors released by the U.S. Department of Agriculture, Agricultural Marketing Service, Dairy Programs. The Announcement is released on the Friday before the 23rd of the month unless the 23rd of the month falls on a Friday in which case, Friday the 23rd will be the release date.

(e) Price adjustments shall be based on the following:

(1) The "base price" for the purpose of the initial adjustment calculation under this clause shall be the current month price of the economic indicator in effect at (i) the closing date for proposals, if no discussions are held, or (ii) the due date for final proposal revisions, if discussions are held. The "base price" for each subsequent monthly adjustment calculation shall be the adjusting price from the previous month.

(2) The "adjusting price" shall be the monthly price of the economic indicator released following the month used to determine the "base price".

(f) For the purpose of price adjustments pursuant to this clause:

(1) Adjustments will be made in increments of \$0.01 per gallon when and only when the change per gallon in either direction is equal to or greater than +/- \$0.0100.

(2) Adjustments in excess of \$0.0100 per gallon and in excess of \$0.0050 for units other than a gallon (i.e., half gallon, quart, pint and half pint) will be rounded to two decimal places to accommodate systems requirements of the Subsistence Total Order Receipt Electronic System (STORES), as follows:

\$0.0050 to \$0.0099 = \$0.01

\$0.0100 to \$0.0149 = \$0.01

\$0.0150 to \$0.0199 = \$0.02

\$0.0200 to \$0.0249 = \$0.02

\$0.0250 to \$0.0299 = \$0.03, etc.

(3) One hundred weight (CWT) as used in the price of the economic indicator equates to 11.63 gallons of milk deliverable under this contract.

(g) Promptly following release of the Announcement of Advanced Prices and Pricing Factors applicable to the following month, the contracting officer shall compute the adjustments, if any, to the current contract prices for the purpose of determining any revised prices applicable to orders for the next month in the manner detailed below:

(1) Compute adjusting price.

(2) Compute base price.

(3) Compute change from base price. (4) Convert the price change to price per gallon.

(5) Compute price change for other units other than a gallon.

(6) Round price adjustment(s) from lines (4) and (5) to nearest \$0.01 increment (see paragraph (f)(2)).

(7) Compute adjusted contract unit price(s). The following sample price computation is an illustration using January as the Base Price and February as the Adjusting Price.

(1) Adjusting Price

Base Skim Milk Price for Class I

\$7.72 CWT X 0.965

\$ 7.4498

Advanced Butterfat Pricing Factor	\$0.9302 LB X 3.5	<u>\$ 3.2557</u>
Class I Price		\$10.7055
(2) Base Price Base Skim Milk		
Price for Class I	\$7.72 CWT X 0.965	\$ 7.4498
Advanced Butterfat Pricing Factor	\$0.9854 LB X 3.5	<u>\$ 3.4489</u>
Class I Price		\$10.8987
(3) Change from Base Price per CWT		
		(\$0.1932)
(4) Price change per gallon Line (3) divide by 11.63 gallons/cwt		
		(\$0.0166)
(5) Price change per half gallon		
		(\$0.0083)
Price change per quart		(\$0.0042)
Price change per pint		(\$0.0021)
Price change per half pint		(\$0.0010)
(6) Price adjustment per gallon		
		(\$0.02)
Price adjustment per half gallon		(\$0.01)
Price change per quart		\$0.00
Price change per pint		\$0.00
Price change per half pint		\$0.00
(7) Adjusted contract unit price		
Item per gallon (Current Unit Price - \$0.02)		
Item per half gallon (Current Unit Price - \$0.01)		
Item per quart (No adjustment)		
Item per pint (No adjustment)		
Item per half pint (No adjustment)		

(h) Revised prices will become effective on the 1st Sunday of the next month and will remain in effect until the next price change occurs.

(i) Price adjustments pursuant to this clause will not be made by separate contract modifications. Adjustments will be implemented by the government as follows, and these actions shall constitute a modification to the contract:

- (1) The adjusted contract unit price(s) for the following month will be input in STORES,
- (2) A facsimile transmission will be sent to contractors who do not have electronic access, and
- (3) The calculations used to derive the adjusted contract unit price(s) for the following month will be posted on the Internet at <http://www.troopsupport.dla.mil/subs/pv/mrepa/milkepa.asp>.

(j) The aggregate of the increases in any contract unit price under this clause shall not exceed 30% of the original contract unit price. The original contract unit price is the price in effect on the date of award. If at any time during the term of the contract, a proposed economic price adjustment will exceed this ceiling, the Government reserves the right to raise this ceiling where changes in market conditions during the contract period support an increase. There is no percentage limitation on the amount of downward adjustments that may be made under this clause.

(k) In the event publication of the economic indicator is discontinued or its method of calculation substantially altered so that it no longer reflects market prices, the parties shall mutually agree upon an appropriate substitute for price adjustment(s) under this clause.

(l) Any dispute arising under this clause is subject to the "disputes" clause of the contract.

### **DLAD 52.246-9039 Removal of Government identification from non-accepted supplies. (NOV 2011)**

(a) The contractor shall remove or obliterate from a rejected end item and its packing and packaging, any marking, symbol, or other representation that the end item or any part of it has been produced or manufactured for the United States Government. Removal or obliteration shall be accomplished prior to any donation, sale, or disposal in commercial channels. The contractor, in making disposition in commercial channels of rejected supplies, is responsible for compliance with requirements of the Federal Trade Commission Act (15 United States Code (U.S.C.) 45 et seq.) and the Federal Food, Drug and Cosmetic Act (21 U.S.C. 301 et seq.), as well as other Federal or State laws and regulations promulgated pursuant thereto.

(b) Unless otherwise authorized by the contracting officer, the contractor is responsible for removal or obliteration of government identifications within 72 hours of rejection of nonconforming supplies including supplies manufactured for the Government but not offered or supplies transferred from the Government's account to the cold storage contractor's account at origin or destination. (For product rejected at destination and returned to the contractor's plant, the 72 hour period starts with the time of contractor receipt of returned product). After removal or obliteration is accomplished and prior to disposition, the contractor must notify the Government inspector.

### **DLAD 52.246-9044 Sanitary Conditions (Nov 2011)**

(a) Food Establishments.

(1) All establishments and distributors furnishing subsistence items under DLA Troop Support contracts are subject to sanitation approval and surveillance as deemed appropriate by the Military Medical Service or by other Federal agencies recognized by the Military Medical Service. The government does not intend to make any award for, nor accept, any subsistence products manufactured, processed, or stored in a facility which fails to maintain acceptable levels of food safety and food defense, is operating under such unsanitary conditions as may lead to product contamination or adulteration constituting a health hazard, or which has not been listed in an appropriate government directory as a sanitarily approved establishment when required. Accordingly, the supplier agrees that, except as indicated in paragraphs (2) and (3) below, products furnished as a result of this contract will originate only in establishments listed in the U.S. Army Veterinary Command (VETCOM) Circular 40-1, Worldwide Directory of Sanitarily Approved Food Establishments for Armed Forces Procurement, (Worldwide Directory) (available at: <https://vets.amedd.army.mil/vetcom>) Compliance with the current edition of DoD Military Standard 3006, Sanitation Requirements for Food Establishments, is mandatory for listing of establishments in the Worldwide Directory. Suppliers also agree to inform the contracting officer immediately upon notification that a facility is no longer sanitarily approved and/or removed from the Worldwide Directory and/or other Federal agency's listing, as indicated in paragraph (2) below. Suppliers also agree to inform the contracting officer when sanitary approval is regained and listing is reinstated.

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

(i) Meat and meat products and poultry and poultry products may be supplied from establishments which are currently listed in the "Meat and Poultry Inspection Directory", published electronically by the U. S. Department of Agriculture, Food Safety and Inspection Service (USDA, FSIS) (available at: [http://www.fsis.usda.gov/Regulations/Meat\\_Poultry\\_Egg\\_Inspection\\_Directory/index.asp](http://www.fsis.usda.gov/Regulations/Meat_Poultry_Egg_Inspection_Directory/index.asp)). 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.

(ii) Intrastate commerce of Meat and meat products and poultry and poultry products for direct delivery to military installations within the same state (intrastate) may be supplied when the items are processed in

establishments under state inspection programs certified by the USDA as being “at least equal to” the Federal Meat and Poultry Products Inspection Acts. The item, to be acceptable, shall, on delivery, bear on the product, its wrappers or shipping container, as applicable, the official inspection legend or label of the inspection agency and applicable establishment number.

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

(iv) Egg products (liquid, dehydrated, frozen) may be supplied from establishments listed in the “Meat, Poultry and Egg Product Inspection Directory” published electronically by the USDA FSIS (available at: [http://www.fsis.usda.gov/Regulations\\_&Policies/Meat\\_Poultry\\_Egg\\_Inspection\\_Directory/index.asp](http://www.fsis.usda.gov/Regulations_&Policies/Meat_Poultry_Egg_Inspection_Directory/index.asp) ). All products, to be acceptable, shall, on delivery, bear on the product, its wrappers or shipping container, as applicable, the official inspection legend or label of the inspection agency and applicable establishment number.

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

(vi) Pasteurized Milk and milk products may be supplied from plants having a pasteurization plant compliance rating of 90 percent or higher, as certified by a state milk sanitation officer and listed in “Sanitation Compliance and Enforcement Ratings of Interstate Milk Shippers” (IMS), published electronically by the U.S. Department of Health and Human Services, Food and Drug Administration (USDHHS, FDA) (available at: <http://www.cfsan.fda.gov/~ear/ims-toc.html> ). 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 electronically by the USDHHS, FDA (available at: <http://www.cfsan.fda.gov/~ear/pmo03toc.html> ).

(vii) Manufactured or processed dairy products only from plants listed in Section I of the “Dairy Plants Surveyed and Approved for USDA Grading Service”, published electronically by Dairy Grading Branch, AMS, USDA (available at: <http://www.ams.usda.gov/dairy/dypubs.htm> ) 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 (i.e. plant is coded to produce cubed cheddar but not shredded cheddar; or, plant is coded for cubed cheddar but not cubed mozzarella). Plants listed in Section II and denoted as “P” codes (packaging and processing) must be Worldwide Directory listed.

(viii) Oysters, clams and mussels from plants listed in the “Interstate Certified Shellfish Shippers Lists” (ICSSL), published electronically by the USDHHS, FDA (available at: <http://www.cfsan.fda.gov/~ear/shellfis.html> ).

(3). Establishments exempt from Worldwide Directory listing. Refer to AR 40-657/NAVSUPINST 4355.4F/MCO P1010.31G, Veterinary/Medical Food Inspection 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, 5285 Port Royal Road, Springfield, VA 22161; 1-800-553-6847; or download from web site: <http://www.usapa.army.mil/> .) For the most current listing of exempt plants/products see the Worldwide Directory (available at: <https://vets.amedd.army.mil/vetcom> ).

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

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

## (b) Delivery Conveyances.

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

### **DLAD 52.246-9045 Federal Food, Drug and Cosmetic Act-Wholesale Meat Act (Aug 2008)**

(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 thereunder. 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 thereunder when a specific paragraph of the applicable specification directs otherwise and the supplies are being contracted for military rations, not for resale.

(b) The government shall have six months from the date of delivery of the supplies to the government within which to discover a breach of this warranty. Notwithstanding the time at which such breach is discovered, the right is reserved to give notice of breach of this warranty at any time within such applicable 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 determined 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, 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 of a question of fact 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.

### **DLAD 52.215-9024 State Minimum Price Regulations (Nov 2011)**

Acquisitions financed by appropriated funds are made under authority of Chapter 137, Title 10 United States Code (U.S.C.), and the Defense Federal Acquisition Regulation Supplement (DFARS). Pursuant to Paul versus United States decided by the Supreme Court of the United States on 14 January 1963, state minimum distributor price regulations with respect to milk or milk products are not applicable to such acquisitions.

### **DLAD 52.246-9023 General Inspection Requirements Subsistence (Nov 2011)**

(a) Inspection.

(1) The Contractor shall employ the services of the United States Department of Agriculture (USDA), Grain Inspection, Packers and Stockyard Administration (GIPSA) or Agricultural Marketing Service (AMS) or U.S.

Department of Commerce (USDC), National Marine Fisheries Service (NMFS) to accomplish origin inspection (examination and testing) and sampling as required herein and in the applicable commodity specifications. The Contractor shall bear all expenses incident thereto, including costs of samples and all associated costs for preparation and mailing. Costs shall be assessed in accordance with the Government laboratory testing charges for individual test characteristics and number of tests required by the specification or contract. A list of fees may be obtained from the appropriate inspection activity.

The Contractor shall furnish the Government grader/inspector a copy of the complete contract and supporting contractual documents (i.e., individual solicitation, contract modifications, waivers, and referenced specifications).

Offerors may contact the appropriate Government office to discuss inspection procedures prior to submitting offers; however, nothing provided thereby shall be construed to alter the applicable specification in any manner or to reduce the responsibility of Contractor to comply with such specifications.

(2) The Contractor shall take action to correct or replace nonconforming supplies.

(3) The Government will perform an inspection at destination for identity, condition and quantity. If there is evidence that the supplies do not conform with contract requirements, the inspector shall report the findings of his inspection to the appropriate DLA Troop Support office (Operational Rations Business Unit, Food Services Business Unit, Produce Business Unit, Product Services Office, etc.). The applicable DLA Troop Support office shall report the findings to the Contracting Officer or the Ordering Officer, who shall in turn notify the Contractor.

(4) Supplies will be rejected when any evidence of insect activity (live or dead in any stage of development) or rodent activity/contamination is found in or on product, packaging, packing or unitization.

(5) Nonconforming supplies rejected at origin will not normally be accepted by the Government. However, the Contractor may elect to petition the Contracting Officer in writing to grant a waiver of the contract requirements for which supplies have been found nonconforming, and to accept the supplies "as is" with appropriate price consideration.

(6) The Contractor shall furnish all inspection gauges, instruments, scales, tools or other material required by the designated Government inspection activity to complete the necessary inspection. The Government inspector will insure that the Contractor has had such gauges, instruments, scales, tools, or other material required to complete inspection properly calibrated and, if necessary, certified. When required by the contract/solicitation the Government inspector will collect insect specimens from plant production and storage areas and submit the specimens to the nearest military entomological laboratory for identification. When the collection of insects is required, the Contractor shall be responsible for supplying and installing specified insect monitoring devices required to accomplish this task.

(b) Standby Test Samples.

The Government reserves the right to withdraw and hold standby samples of components or finished products or both (the quantity of which shall be not more than twice that required by the specification) for inspection purposes. Samples not used will be returned to the Contractor.

(c) USDA and USDC Certificates.

(1) Inspection by USDA, AMS, Fruit and Vegetable Division, Poultry Division or Dairy Division: When DD Form 250, Material Inspection Receiving Report (MIRR), is not used, the Contractor shall obtain official USDA inspection certificate, which shall:

(i) Contain the following statement in the grade section of the certificate:



(A) Supplies listed hereon conform to all quality requirements of the contract.

(B) Container condition meets all requirements of the contract.

(C) Visual examination indicates conformance to packaging, packing, unitization, labeling and marking requirements of the contract.

(ii) Indicate that supplies shipped are those inspected. This may be satisfied by means of one of the following:

(A) Each primary container must be embossed, stamped or stenciled with a code mark prior to inspection, which corresponds with the code marks listed on the USDA grade certificate.

(B) The USDA grade certificate bears a statement that all of the shipping containers comprising the inspection lot have been stamped with the official USDA stamp impression.

(C) The USDA certificate of loading, if issued, bears a cross-reference to the applicable USDA inspection document.

(iii) Indicate that the Contractor has furnished a certificate of conformance for packaging, packing, labeling, marking and unitization materials.

(iv) Indicate the random samples of packaging, packing, labeling, marking and unitization materials, where applicable, have been selected by the inspector for forwarding to DLA Analytical Laboratory, 700 Robbins Avenue, Philadelphia, Pennsylvania 19111 in accordance with DLA Troop Support clause 52.246-9P20.

(v) Indicate the applicable contract or order number.

(2) Inspection by USDA, AMS, Livestock, Meat, Grain and Seed Division: For all shipments, whether DD Form 250 (MIRR) is required or not, the Contractor shall obtain a USDA agricultural products acceptance certificate (Form LS 5-3), which shall contain the information specified in paragraph (c)(1). The Contractor shall also include the applicable lot number(s).

(3) Inspection by USDA, GIPSA, Field Management Division: When DD Form 250 (MIRR) is not required, the Contractor shall obtain an official USDA inspection or examination certificate, as appropriate. In addition to the entries required by the GIPSA, the certificate shall contain the following certification: "Supplies listed hereon conform to all quality and condition requirements of the contract".

(d) Distribution of Certificates. Copying machine duplicates of USDC certificates and USDA certificates other than USDA Form LS 5-3 are not acceptable. Copying machine duplicates of USDA Form LS 5-3 are acceptable only as provided in paragraph (2) and (3) below. Copying machine duplicates of the original signed DD Form 250 are acceptable. In addition to the prohibited use of copying machine duplicates, USDC certificates must also be embossed with the official seal of the USDC. The Contractor shall distribute certificates as follows:

(1) When DD Form 250 (MIRR) signed by the inspector is provided, a copy of the USDA/USDC inspection certificate need not be furnished to the designated paying office. (Exception: When the contract or specification provides for acceptance of product with a price adjustment to the Contractor" invoice, e.g., excess fat in ground beef, the original signed USDA/USDC inspection certificate must be attached to the top of the commercial invoice which is submitted to the designated paying office.)

(2) When DD Form 250 (MIRR) is not required, the original signed USDC inspection certificate or USDA inspection certificate other than USDA Form LS 5-3 must be attached to the top of the commercial invoice, which is submitted to the designated paying office. When the services of the USDA, AMS, Livestock, Meat, Grain and Seed Division are employed, the original signed USDA Form LS 5-3 or a copying machine duplicate of the original form

LS 5-3 with an original signature must be attached to the top of the commercial invoice which is submitted to the designated paying office.

(3) As appropriate for any shipment, one blue or green signed copy of the original USDA Fruit and Vegetable Division certificate; one green or yellow carbon copy of the original signed USDA, AMS Dairy Division or Poultry Division certificate; one copy of the original signed USDA, GIPSA or USDC certificate; one copy of the original signed USDA Form LS 5-3 or a copying machine duplicate of the original USDA Form LS 5-3 with an original signature shall accompany each shipment to each destination and be marked Attention: Subsistence Inspector.

(4) In the event the Contractor does not include appropriate certificate(s) with each shipment to each destination as required, the Government reserves the right to arrange for government grading/inspection and certification at destination at the Contractor's expense.

(e) Lot Identification. The Contractor shall code or distinctively mark by embossing, stamping, printing or stenciling each shipping container for every lot of supplies offered for acceptance so as to identify the lot from any other lot produced by the Contractor. Under both in-process (on line) and stationary lot inspections, the maximum lot size, unless otherwise specified in the contract, shall be defined by the assigned inspection agency.

(f) Particular Inspection Requirements.

(1) Primary Containers: Examination of primary containers for external condition and labeling shall be in accordance with the U.S. standards for condition of food containers, except that when requirements are contained in the specification, examination shall be performed in accordance with that specification. When additional requirements are specified in the specification, examination for these requirements shall be in accordance with the specification.

(2) Unit Loads: Examination of unit loads shall be in accordance with MIL-L-35078.

(3) All Other: Examination shall be in accordance with the specification.

#### **FAR 52.204-9 Personal identity of contractor Personnel (Jan 2011)**

(a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24 and Federal Information Processing Standards Publication (FIPS PUB) Number 201.

(b) The Contractor shall account for all forms of Government-provided identification issued to the Contractor employees in connection with performance under this contract. The Contractor shall return such identification to the issuing agency at the earliest of any of the following, unless otherwise determined by the Government:

- (1) When no longer needed for contract performance.
- (2) Upon completion of the Contractor employee's employment.
- (3) Upon contract completion or termination.

(c) The Contracting Officer may delay final payment under a contract if the Contractor fails to comply with these requirements.

(d) The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts when the subcontractor's employees are required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system. It shall be the responsibility of the prime Contractor to return such identification to the issuing agency in accordance with the terms set forth in paragraph (b) of this section, unless otherwise approved in writing by the Contracting Officer.

## STATEMENT OF WORK

### Supplies or Services and Prices

#### I. INTRODUCTION

- A. The Defense Logistics Agency (DLA Troop Support) intends to support the needs of its customers by entering into one (1) Indefinite Quantity Contract (IQC) per group to supply fresh **Milk, Dairy, and Fruit Juices/Drinks** to the customers stated below. These requirements are for customers in the **New Mexico** area.
- B. The solicitation contains four (4) groups:
- Group 1 – Fort Bliss AFB**
  - Group 2 – Kirtland AFB**
  - Group 3 – Cannon AFB**
  - Group 4 – Holloman AFB**
- C. The resultant contract will be a fixed price Indefinite Quantity Contract (IQC) with EPA applied to Class I fluid milk items and firm fixed price for all other items, 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(2)). The duration of the contract is for a term of 36 months, with two separate pricing tiers. The first pricing tier shall begin on the award date and be for a **24 month period (June 16, 2013 through June 13, 2015)**. The second pricing tier shall be for the following **12 month performance period (June 14, 2015 through June 11, 2016)**. The EPA will continue to apply for Class I fluid milk items throughout the contract. For all other items, the pricing will remain firm fixed for each pricing tier. The effective period for any contract resulting from this solicitation shall be from **Sunday, June 16, 2013 through Saturday, June 11, 2016.**
- D. Delivery – The current delivery schedule for each location is set forth in the statement of work. Offerors shall indicate their agreement to the current schedule or propose an alternate schedule. Delivery on all products is required, no less than on a weekly basis and should be in accordance with standard commercial practice.
- E. “For evaluation purposes, the Government reserves the right to remove any items, absent an amendment, from the Schedule of Items for a Group in the event that one or more offerors fail to bid on all of the items. The Contracting Officer will complete his/her price evaluation by reviewing and comparing only common items bid by all offerors in this situation. Additional items bid on by the apparent awardee but not evaluated as part of the common item evaluation, may still be added to the final contract absent a separate modification upon a finding that the prices of those additional items are fair and reasonable.”
- F. The award will be made based on the lowest evaluated price of proposals. The offer must take no exceptions to the terms and conditions in the solicitations.

#### II. GUARANTEED MINIMUM/MAXIMUM

- a. The guaranteed minimum for all Groups is 25% of the estimated dollar value for each group.
- b. The maximum ceiling, on the resultant contracts, is 250% of the estimated dollar value per 36-month contract period per group.

### III. PRICING

- A. Offerors are required to submit a copy of their current Wholesale Price List, Catalog Price Schedule or other documents containing commercial pricing information.
- B. Prices shall be FOB Destination only.
- C. Offerors are required to cross-reference the prices on the Wholesale Price List, Catalog Price Schedule or other pricing documents to the item number on the solicitation. There are several ways of accomplishing this, including writing the item number, as specified in the solicitation, next to the price and item description on the price list. Please do not submit a separate list of information especially prepared for this solicitation; the pricing catalog, complete with cross-references, is requested.
- D. In order to accommodate the Government's ordering system, the Subsistence Total Order and Receipt Electronic System (STORES), unit prices are limited to a maximum of two (2) places after the decimal point (reference Clause DLAD 52.214-9008 "Rounding Off of Offer and Award Price – Alternate I". In addition, the system requires that prices be fixed for a certain period of time.

### IV. SCHEDULE OF ITEMS

- A. If a customer desires to order an item that is not listed on the resultant contract(s), a written request to the DLA Troop Support Market Ready Contract Specialist shall be submitted to have the item added. The Contract Specialist will contact the vendor and arrange to have the item added to the STORES catalog in coordination with the Contracting Officer.
- B. Prior to its inclusion in the STORES catalog, the pricing for each additional item must be negotiated and the Contracting Officer must determine that the price for the respective item is fair and reasonable.
- C. Additional items may be added or removed from the contract. However, any items that are added may not increase the value of the contract above the contract maximum.
- D. **IMPORTANT NOTE: Items not on the STORES catalog CANNOT be ordered from the contractor under the resulting contract. Payments will not be made for items not appearing on the catalog at time of order.**
- E. The Government reserves the right to remove any items from the Schedule of Items from the Group should an (all offeror(s) not bid on all the items in any Group.

### V. ADDITIONAL CUSTOMERS

- A. The Government reserves the right to add or remove DoD and non-DoD customers from the same distribution area as the successful contractor, based on a mutually agreed upon implementation plan followed by formal modification to the contract(s).
- B. The increase in the new business will be reflected in the 250% maximum.
- C. Additional customers are limited to those that receive Federal funding.
- D. The Government reserves the right to unilaterally remove DoD and non-DoD customers from the resultant award(s) by way of formal modification.

### VI. CUSTOMER SERVICE POLICY

The contractor(s) shall treat each of the customers covered under the contract(s) as one of its best customers. Therefore, any treatment and/or customer service policy given to other essential accounts shall also be given to the customers covered under the resulted contract(s).

## VII. NEGOTIATIONS

For the subject acquisition, 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 negotiations 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; and waive informalities and minor irregularities in offers received. Initial responses to negotiations shall be in a form of communication customary in the industry for transmitting information to include phone, facsimile transmission, letter, in-person and e-mail. However, any information provided during negotiations, to include all changes to the initial offer, must be reduced to writing and transmitted to the DLA Troop Support Business Opportunities Office by the time and date specified at the time of Final Proposal Revisions. Information not submitted to the DLA Troop Support Business Opportunities Office by the specified date and time will not be considered by the Government during final evaluations.

## VIII. NON-MANUFACTURER / NON-DISTRIBUTER

All offerors are required to provide product originating from a sanitarily approved source and in delivery conveyances that are subject to the Sanitary Conditions clause in the solicitation. Offerors indicating a Place of Performance (manufacturing location) that is not under the day to day control and management of the offeror shall submit documentation that an agreement for production and distribution is in effect at the time of offer covering the period of the contract. The documentation must be signed by the offeror and the proposed subcontractor(s). This does not include similar entities & affiliates of the offeror but applies to non-manufacturers, partners, subcontractors and similar entities that would be performing on the proposed contract but are not the offeror itself. Offerors using a consortium, joint venture or other teaming approaches shall provide evidence of experience pertaining to the execution of the requirements of the solicitation. The freshness requirement of the product being delivered may not be compromised. The offeror's distance from the delivery location is very important. The offeror must be capable of delivering product to arrive at the delivery location the same day for emergency orders.

### **PLEASE NOTE THE FOLLOWING**

Offeror is **REQUIRED** to complete **ALL** information requested on the following schedule of items pages. Each group will be awarded separately and independently. If you are offering on a group, you **MUST** provide the following information for each and every item:

- Size of package your company is offering, if different from the specified package size stipulated in the Schedule of Items
- Product Code
- Unit Price (TWO decimal places only)
- All offerors are required to submit their current Wholesale Price List with their offer

**FAILURE TO CORRECTLY AND COMPLETELY PROVIDE THE INFORMATION ABOVE COULD LEAD TO YOUR COMPANY'S BID BEING CONSIDERED TECHNICALLY UNACCEPTABLE AND WILL NOT BE EVALUATED FOR AWARD. PROVIDING THIS INFORMATION IS NOT OPTIONAL, IT IS REQUIRED.**

If you have any questions, please contact the Contracting Officer that is associated with this procurement. Contact information is provided below for your convenience.

**Contracting Specialist:** Carletta Walker Owens (215)737-8054  
[carletta.walker-owens@dla.mil](mailto:carletta.walker-owens@dla.mil)

**Contracting Officer:** Margaret Whearty (215)737-3851  
[margaret.whearty@dla.mil](mailto:margaret.whearty@dla.mil)

**FLUID DAIRY ITEMS (ITEMS #1-14)  
YEAR 1 THROUGH YEAR 3 – FIRM FIXED PRICES WITH EPA  
JUNE 16, 2013 – JUNE 11, 2016**

**GROUP I MILK & DAIRY PRODUCTS – TROOP ISSUE: Troop Issue Support Activity (TISA), Us  
Immigration & Customs, David Carrasco Jobs Corp Center, White Sands Missile Range**

<b>ITEM NO.</b>	<b>SUPPLIES/SERVICES</b>	<b>ESTIMATED QUANTITY</b>	<b>UNIT PRICE</b>	<b>TOTAL</b>
1.	<b>MILK, WHOLE, CHL HALF PINT CO</b> NSN: 8910-01-E11-0532 PRODUCT CODE _____ WHOLESALE PRICE _____	210,150 HP	\$ _____	\$ _____
2.	<b>MILK, WHOLE, CHL, 1 GALLON</b> NSN: 8910-01-E11-0536 PRODUCT CODE _____ WHOLESALE PRICE _____	1,491 GAL	\$ _____	\$ _____
3.	<b>MILK, LOWFAT, CHL (1%) MILK FAT HALF PINT</b> NSN: 8910-01-E11-0539 PRODUCT CODE _____ WHOLESALE PRICE _____	44,613 HP	\$ _____	\$ _____
4.	<b>MILK, LOWFAT, CHL, (1%) MILK FAT HALF GALLON CO</b> NSN: 8910-01-E11-0541 PRODUCT CODE _____ WHOLESALE PRICE _____	27 HG	\$ _____	\$ _____
5.	<b>MILK, REDUCED FAT, 2% MILKFAT, CHL, HALF PINT CO</b> NSN: 8910-0-1-E11-0546 PRODUCT CODE _____ WHOLESALE PRICE _____	1,050,750 HP	\$ _____	\$ _____
6.	<b>MILK, NONFAT, CHL, HALF PINT</b> NSN: 8910-01-E11-0550 PRODUCT CODE _____ WHOLESALE PRICE _____	36,192 HP	\$ _____	\$ _____
7.	<b>BUTTERMILK, CHL, QUART</b> NSN: 8910-01-E11-0573 PRODUCT CODE _____ WHOLESALE PRICE _____	228 QT	\$ _____	\$ _____

**GROUP I MILK & DAIRY PRODUCTS – TROOP ISSUE: Troop Issue Support Activity (TISA), Us Immigration & Customs, David Carrasco Jobs Corp Center, White Sands Missile Range**

**3-YEAR FIXED w/EPA (JUNE 16, 2013 – JUNE 11, 2016)**

ITEM NO.	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT PRICE	TOTAL
8.	<b>EGGNOG, CHL, QUART</b> NSN: 8910-01-E11-0586 PRODUCT CODE _____ WHOLESALE PRICE _____	2,868 QT	\$ _____	\$ _____
9.	<b>MILK, LOW FAT, CHL, (1%) MILK FAT 5 GAL CO</b> NSN: 8910-01-E11-2161 PRODUCT CODE _____ WHOLESALE PRICE _____	12,147 5 GL BIB	\$ _____	\$ _____
10.	<b>MILK, CHOC, LOWFAT, CHL, 1% MILK FAT, HALF GALLON</b> NSN: 8910-01-E11-2190 PRODUCT CODE _____ WHOLESALE PRICE _____	1,650 QT	\$ _____	\$ _____
11.	<b>MILK, CHOC, NONFAT, CHL, HALF PINT</b> NSN: 8910-01-E11-2203 PRODUCT CODE _____ WHOLESALE PRICE _____	159,363 HP	\$ _____	\$ _____
12.	<b>MILK, CHOC, LOWFAT, CHL, 1% MILK FAT 5 GALLON BIB</b> NSN: 8910-01-E11-2644 PRODUCT CODE _____ WHOLESALE PRICE _____	14,169 5 GL BIB	\$ _____	\$ _____
13.	<b>MILK, NONFAT, CHL, 5 GALLON BIB</b> NSN: 8910-01-E11-3393 PRODUCT CODE _____ WHOLESALE PRICE _____	9,654 5 GL BIB	\$ _____	\$ _____
14.	<b>MILK, STRAWBERRY, NONFAT, CHL, HALF PINT</b> NSN: 8910-01-E11-9821 PRODUCT CODE _____ WHOLESALE PRICE _____	2,850 HP	\$ _____	\$ _____



**GROUP I MILK & DAIRY PRODUCTS – TROOP ISSUE: Troop Issue Support Activity (TISA), Us Immigration & Customs, David Carrasco Jobs Corp Center, White Sands Missile Range**

**FIRST TIER FOR OTHER DAIRY ITEMS (ITEMS #15- 29)  
YEAR 1 AND 2 FIRM FIXED PRICES (JUNE 16, 2013 – JUNE 13, 2015)**

ITEM NO.	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT PRICE	TOTAL
15.	<b>SHERBET, ORANGE, FZN, 12/3 OZ CO</b> NSN: 8910-01-E11-0764 PRODUCT CODE _____ WHOLESALE PRICE _____	244 OZ CO	\$ _____	\$ _____
16.	<b>SOUR CREAM, CHL, CULTURED OR ACIDIFIED, PINT</b> NSN: 8910-01-E11-1700 PRODUCT CODE _____ WHOLESALE PRICE _____	96 PT	\$ _____	\$ _____
17.	<b>ICE CREAM, VANILLA, FZN, MIN 10% MILK FAT 12/3 OZ CO</b> NSN: 8910-01-E11-0744 PRODUCT CODE _____ WHOLESALE PRICE _____	1,368 OZ CO	\$ _____	\$ _____
18.	<b>HALF AND HALF, CHL, 3/8 OZ CO 390 PER BOX</b> NSN: 8910-01-E11-0591 PRODUCT CODE _____ WHOLESALE PRICE _____	124 BX	\$ _____	\$ _____
19.	<b>ICE CREAM, CHOC, FZN, MIN 8% MILK FAT, 3 OZ CO, 12/PG</b> NSN: 8910-01-E11-4328 PRODUCT CODE _____ WHOLESALE PRICE _____	1,392 OZ CO	\$ _____	\$ _____
20.	<b>CHEESE, COTTAGE, CHL, CREAMED, LARGE OR SMALL CURD 3 LB CO</b> NSN: 8910-01-E11-4518 PRODUCT CODE _____ WHOLESALE PRICE _____	24,928 LB CO	\$ _____	\$ _____
21.	<b>ICE CREAM, STRAWBERRY, FZN, 3 OZ CO</b> NSN: 8910-01-E11-4920 PRODUCT CODE _____ WHOLESALE PRICE _____	464 OZ CO	\$ _____	\$ _____

**GROUP I MILK & DAIRY PRODUCTS – TROOP ISSUE: Troop Issue Support Activity (TISA), Us Immigration & Customs, David Carrasco Jobs Corp Center, White Sands Missile Range**

**FIRST TIER FOR OTHER DAIRY ITEMS (ITEMS #15- 29)  
YEAR 1 AND 2 FIRM FIXED PRICES (JUNE 16, 2013 – JUNE 13, 2015)**

22. **SOUR CREAM, CHL,  
CULTURED OR ACIDIFIED, 3 LB CO**  
NSN: 8910-01-E11-7703 7,316 LB CO \$ \_\_\_\_\_ \$ \_\_\_\_\_  
PRODUCT CODE \_\_\_\_\_  
WHOLESALE PRICE \_\_\_\_\_
23. **ICE CREAM SANDWICH, FZN,  
2.5 OZ, 12/PG**  
NSN: 8910-01-E11-7925 1,640 OZ PG \$ \_\_\_\_\_ \$ \_\_\_\_\_  
PRODUCT CODE \_\_\_\_\_  
WHOLESALE PRICE \_\_\_\_\_
24. **ICE CREAM CONE SANDWICH, FZN  
2.5 OZ EA, 24/PK**  
NSN: 8910-01-E11-8054 944 OZ EA \$ \_\_\_\_\_ \$ \_\_\_\_\_  
PRODUCT CODE \_\_\_\_\_  
WHOLESALE PRICE \_\_\_\_\_
25. **ICE ON STICK, FZN,  
COUNTRY CHAM TWIN POPS, 12/2.5**  
NSN: 8910-01-E11-9582 410 OZ EA \$ \_\_\_\_\_ \$ \_\_\_\_\_  
PRODUCT CODE \_\_\_\_\_  
WHOLESALE PRICE \_\_\_\_\_
26. **DRINK, FRUIT PUNCH, CHL,  
HALF PINT**  
NSN: 8960-01-E11-1497 126,000 HP \$ \_\_\_\_\_ \$ \_\_\_\_\_  
PRODUCT CODE \_\_\_\_\_  
WHOLESALE PRICE \_\_\_\_\_
27. **DRINK, FRUIT PUNCH, CHL,  
PINT**  
NSN: 8960-01-E11-1498 3,124 PT \$ \_\_\_\_\_ \$ \_\_\_\_\_  
PRODUCT CODE \_\_\_\_\_  
WHOLESALE PRICE \_\_\_\_\_



**GROUP I MILK & DAIRY PRODUCTS – TROOP ISSUE: Troop Issue Support Activity (TISA), Us Immigration & Customs, David Carrasco Jobs Corp Center, White Sands Missile Range**

**SECOND TIER FOR OTHER DAIRY ITEMS (ITEMS #15- 29)  
YEAR 3 FIRM FIXED PRICES (JUNE 13, 2015 – JUNE 11, 2016)**

ITEM NO.	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT PRICE	TOTAL
15.	<b>SHERBET, ORANGE, FZN, 12/3 OZ CO</b> NSN: 8910-01-E11-0764 PRODUCT CODE _____ WHOLESALE PRICE _____	122 OZ CO	\$ _____	\$ _____
16.	<b>SOUR CREAM, CHL, CULTURED OR ACIDIFIED, PINT</b> NSN: 8910-01-E11-1700 PRODUCT CODE _____ WHOLESALE PRICE _____	48 PT	\$ _____	\$ _____
17.	<b>ICE CREAM, VANILLA, FZN, MIN 10% MILK FAT 12/3 OZ CO</b> NSN: 8910-01-E11-0744 PRODUCT CODE _____ WHOLESALE PRICE _____	684 OZ CO	\$ _____	\$ _____
18.	<b>HALF AND HALF, CHL, 3/8 OZ CO 390 PER BOX</b> NSN: 8910-01-E11-0591 PRODUCT CODE _____ WHOLESALE PRICE _____	89 BX	\$ _____	\$ _____
19.	<b>ICE CREAM, CHOC, FZN, MIN 8% MILK FAT, 3 OZ CO, 12/PG</b> NSN: 8910-01-E11-4328 PRODUCT CODE _____ WHOLESALE PRICE _____	696 OZ CO	\$ _____	\$ _____
20.	<b>CHEESE, COTTAGE, CHL, CREAMED, LARGE OR SMALL CURD 3 LB CO</b> NSN: 8910-01-E11-4518 PRODUCT CODE _____ WHOLESALE PRICE _____	12,464 LB CO	\$ _____	\$ _____
21.	<b>ICE CREAM, STRAWBERRY, FZN, 3 OZ CO</b> NSN: 8910-01-E11-4920 PRODUCT CODE _____ WHOLESALE PRICE _____	232 OZ CO	\$ _____	\$ _____

**GROUP I MILK & DAIRY PRODUCTS – TROOP ISSUE: Troop Issue Support Activity (TISA), Us Immigration & Customs, David Carrasco Jobs Corp Center, White Sands Missile Range**

**SECOND TIER FOR OTHER DAIRY ITEMS (ITEMS #15- 29)  
YEAR 3 FIRM FIXED PRICES (JUNE 13, 2015 – JUNE 11, 2016)**

22. **SOUR CREAM, CHL,  
CULTURED OR ACIDIFIED, 3 LB CO**  
NSN: 8910-01-E11-7703 3,658 LB CO \$ \_\_\_\_\_ \$ \_\_\_\_\_  
PRODUCT CODE \_\_\_\_\_  
WHOLESALE PRICE \_\_\_\_\_
23. **ICE CREAM SANDWICH, FZN,  
2.5 OZ, 12/PG**  
NSN: 8910-01-E11-7925 820 OZ PG \$ \_\_\_\_\_ \$ \_\_\_\_\_  
PRODUCT CODE \_\_\_\_\_  
WHOLESALE PRICE \_\_\_\_\_
24. **ICE CREAM CONE SANDWICH, FZN  
2.5 OZ EA, 24/PK**  
NSN: 8910-01-E11-8054 475 OZ EA \$ \_\_\_\_\_ \$ \_\_\_\_\_  
PRODUCT CODE \_\_\_\_\_  
WHOLESALE PRICE \_\_\_\_\_
25. **ICE ON STICK, FZN,  
COUNTRY CHAM TWIN POPS, 12/2.5**  
NSN: 8910-01-E11-9582 205 OZ EA \$ \_\_\_\_\_ \$ \_\_\_\_\_  
PRODUCT CODE \_\_\_\_\_  
WHOLESALE PRICE \_\_\_\_\_
26. **DRINK, FRUIT PUNCH, CHL,  
HALF PINT**  
NSN: 8960-01-E11-1497 63,000 HP \$ \_\_\_\_\_ \$ \_\_\_\_\_  
PRODUCT CODE \_\_\_\_\_  
WHOLESALE PRICE \_\_\_\_\_
27. **DRINK, FRUIT PUNCH, CHL,  
PINT**  
NSN: 8960-01-E11-1498 1,562 PT \$ \_\_\_\_\_ \$ \_\_\_\_\_  
PRODUCT CODE \_\_\_\_\_  
WHOLESALE PRICE \_\_\_\_\_

**GROUP I MILK & DAIRY PRODUCTS – TROOP ISSUE: Troop Issue Support Activity (TISA), Us Immigration & Customs, David Carrasco Jobs Corp Center, White Sands Missile Range**

**SECOND TIER FOR OTHER DAIRY ITEMS (ITEMS #15- 29)  
YEAR 3 FIRM FIXED PRICES (JUNE 13, 2015 – JUNE 11, 2016)**

28. YOGURT LOW FAT  
 ASSORTED, CHL,  
 6 OZ CO OR 8 OZ CO  
 SPECIFY SIZE OFFERING: \_\_\_\_\_  
 SPECIFY TYPE (BLENDED, SWISS, FRUIT-ON-BOTTOM, ETC.) \_\_\_\_\_

127,652 CO                      \$ \_\_\_\_\_                      \$ \_\_\_\_\_

FLAVOR _____	PRODUCT CODE _____	
FLAVOR _____	PRODUCT CODE _____	
FLAVOR _____	PRODUCT CODE _____	
FLAVOR _____	PRODUCT CODE _____	
FLAVOR _____	PRODUCT CODE _____	
FLAVOR _____	PRODUCT CODE _____	

**ESTIMATED TOTAL FOR GROUP I:** \_\_\_\_\_

(Add estimated totals for all items #1-14, 15A-29A, 15B-29B)

**GOVERNMENT QUALIFICATION:**

“All items to be awarded will be awarded to one offeror.”

The government reserves the right to award a contract of less than all items within a group if deletion will be in the government’s best interest.

The government will accept sizes other than 5-gallon for all bulk milk/juice items. If you are offering a size other than 5-gallon for any bulk milk/juice item, please indicate below. If there are offers for items other than the listed size, then offers will be evaluated on a per unit basis, i.e., gallons and ounces. Please note that the customer must agree to accept size changes.

**OFFEROR QUALIFICATION:**

**BULK MILK CONTAINERS:**

The bulk milk/juice dispenser container shall be a single service dispenser container (multi-gallon polyethylene bag) and shall be delivered in a single service shipping container (corrugated cardboard box) or a multi-service shipping container (plastic/metal holder / keeper case) which does not require a transferring of the single service dispenser container (polyethylene bag) to a holder / keeper case or dispenser case at point of use.

**IS YOUR COMPANY EDI CAPABLE? (please circle a response)** **YES** **NO**

Note: All troop issue customers are currently processing orders and receipts through EBS. If not EDI-capable, provide the following information for ordering, invoicing and payment purpose:

Point(s) of Contact for **Ordering**: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Within 48 hours of receipt of notice of award, contractor will supply each ordering activity with the contractor’s coding system (Pull date, Color codes, etc.) This is a mandatory requirement.

The delivery preference is for a 48 hour (skip day) delivery. Please address your ability to adhere to these delivery terms. Delivery is required 48 hours after order is placed. Orders may be placed with a longer lead-time; however, the minimum lead-time is “skip day”.

**PLEASE PROVIDE ANY LIMITATIONS TO THIS ORDER LEAD TIME BELOW.**

**FOR PAYMENT QUESTIONS, PLEASE PROVIDE THE FOLLOWING INFORMATION:**

Point(s) of Contact for **Invoicing And Payment**: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email & Fax Number: \_\_\_\_\_

**GROUP II MILK & DAIRY PRODUCTS – TROOP ISSUE: New Mexico Air National, NM, Dining Fac.  
Kirtland AFB, NM Sherry Lyke, NM, Maxwell Child Development, NM Kirtland AFB Youth Program, NM**

**3-YEAR FIXED w/EPA (JUNE 16, 2013 – JUNE 11, 2016)**

ITEM NO.	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT PRICE	TOTAL
1.	<b>MILK, WHOLE, CHL HALF GALLON</b> NSN: 8910-01-E11-0535 PRODUCT CODE _____ WHOLESALE PRICE _____	15,360 HG	\$ _____	\$ _____
2.	<b>MILK, LOWFAT, CHL (1%) MILK FAT HALF PINT</b> NSN: 8910-01-E11-0539 PRODUCT CODE _____ WHOLESALE PRICE _____	50,748 HP	\$ _____	\$ _____
3.	<b>MILK, LOWFAT, CHL, (1%) MILK FAT HALF GALLON CO</b> NSN: 8910-01-E11-0541 PRODUCT CODE _____ WHOLESALE PRICE _____	29,967 HG	\$ _____	\$ _____
4.	<b>MILK, REDUCED FAT, 2% MILKFAT, CHL, HALF GALLON</b> NSN: 8910-0-1-E11-0548 PRODUCT CODE _____ WHOLESALE PRICE _____	66 HG	\$ _____	\$ _____
5.	<b>MILK, NONFAT, CHL, HALF GALLON</b> NSN: 8910-01-E11-0552 PRODUCT CODE _____ WHOLESALE PRICE _____	228 HG	\$ _____	\$ _____
6.	<b>MILK, LOW FAT, CHL, (1%) MILK FAT 5 GAL CO</b> NSN: 8910-01-E11-2161 PRODUCT CODE _____ WHOLESALE PRICE _____	1,032 5 GL BIB	\$ _____	\$ _____



**GROUP II MILK & DAIRY PRODUCTS – TROOP ISSUE: New Mexico Air National, NM, Dining Fac.  
Kirtland AFB, NM Sherry Lyke, NM, Maxwell Child Development, NM Kirtland AFB Youth Program, NM**

**3-YEAR FIXED w/EPA (JUNE 16, 2013 – JUNE 11, 2016)**

<b>ITEM NO.</b>	<b>SUPPLIES/SERVICES</b>	<b>ESTIMATED QUANTITY</b>	<b>UNIT PRICE</b>	<b>TOTAL</b>
7.	<b>MILK, CHOC, NONFAT, CHL, HALF PINT</b> NSN: 8910-01-E11-2203 PRODUCT CODE _____ WHOLESALE PRICE _____	31,200 HP	\$ _____	\$ _____
8.	<b>MILK, CHOC, LOWFAT, CHL, 1% MILK FAT 5 GALLON BIB</b> NSN: 8910-01-E11-2644 PRODUCT CODE _____ WHOLESALE PRICE _____	435 5 GL BIB	\$ _____	\$ _____

**GROUP II MILK & DAIRY PRODUCTS – TROOP ISSUE: New Mexico Air National, NM, Dining Fac.  
Kirtland AFB, NM Sherry Lyke, NM, Maxwell Child Development, NM Kirtland AFB Youth Program, NM**

**FIRST TIER FOR OTHER DAIRY ITEMS (ITEMS #9-12)  
YEAR 1 AND 2 FIRM FIXED PRICES (JUNE 16, 2013 – JUNE 13, 2015)**

9. **SOUR CREAM, CHL,  
CULTURED, MIN 18% MILK FAT,  
5 LB CO**  
NSN: 8910-01-E11-0615 276 5 LB CO \$ \_\_\_\_\_ \$ \_\_\_\_\_  
PRODUCT CODE \_\_\_\_\_  
WHOLESALE PRICE \_\_\_\_\_
10. **CHEESE, COTTAGE, LOW FAT,  
CREAMED OR LARGE OR SMALL CURD,  
5 LB CO**  
NSN: 8910-01-E11-3403 435 5 LB CO \$ \_\_\_\_\_ \$ \_\_\_\_\_  
PRODUCT CODE \_\_\_\_\_  
WHOLESALE PRICE \_\_\_\_\_
11. **ICE CREAM CONE, FZN,  
(COUNTRY CHARM), SUNDAE,  
4 OZ, 24/PG**  
NSN: 8910-01-E11-7868 142 PG \$ \_\_\_\_\_ \$ \_\_\_\_\_  
PRODUCT CODE \_\_\_\_\_  
WHOLESALE PRICE \_\_\_\_\_
12. **ICE CREAM SANDWICH,  
VANILLA, FZN (GOOD HUMOR)  
GIANT, 6 OZ, 24/PG**  
NSN: 8910-01-E11-7870 156 PG \$ \_\_\_\_\_ \$ \_\_\_\_\_  
PRODUCT CODE \_\_\_\_\_  
WHOLESALE PRICE \_\_\_\_\_

**GROUP II MILK & DAIRY PRODUCTS – TROOP ISSUE: New Mexico Air National, NM, Dining Fac. Kirtland AFB, NM Sherry Lyke, NM, Maxwell Child Development, NM Kirtland AFB Youth Program, NM**

**SECOND TIER FOR OTHER DAIRY ITEMS (ITEMS #9-12)  
YEAR 3 FIRM FIXED PRICES (JUNE 14, 2015 – JUNE 11, 2016)**

9. **SOUR CREAM, CHL,  
CULTURED, MIN 18% MILK FAT,  
5 LB CO**  
 NSN: 8910-01-E11-0615 138 5 LB CO \$ \_\_\_\_\_ \$ \_\_\_\_\_  
 PRODUCT CODE \_\_\_\_\_  
 WHOLESALE PRICE \_\_\_\_\_

10. **CHEESE, COTTAGE, LOW FAT,  
CREAMED OR LARGE OR SMALL CURD,  
5 LB CO**  
 NSN: 8910-01-E11-3403 142 5 LB CO \$ \_\_\_\_\_ \$ \_\_\_\_\_  
 PRODUCT CODE \_\_\_\_\_  
 WHOLESALE PRICE \_\_\_\_\_

11. **ICE CREAM CONE, FZN,  
(COUNTRY CHARM), SUNDAE,  
4 OZ, 24/PG**  
 NSN: 8910-01-E11-7868 71 PG \$ \_\_\_\_\_ \$ \_\_\_\_\_  
 PRODUCT CODE \_\_\_\_\_  
 WHOLESALE PRICE \_\_\_\_\_

12. **ICE CREAM SANDWICH,  
VANILLA, FZN (GOOD HUMOR)  
GIANT, 6 OZ, 24/PG**  
 NSN: 8910-01-E11-7870 78 PG \$ \_\_\_\_\_ \$ \_\_\_\_\_  
 PRODUCT CODE \_\_\_\_\_  
 WHOLESALE PRICE \_\_\_\_\_

**ESTIMATED TOTAL FOR GROUP II: \_\_\_\_\_**

(Add estimated totals for all items #1-8, 9A-12A, 9B-12B)

**GOVERNMENT QUALIFICATION:**

"All items to be awarded will be awarded to one offeror."

The government reserves the right to award a contract of less than all items within a group if deletion will be in the government's best interest.

The government will accept sizes other than 5-gallon for all bulk milk/juice items. If you are offering a size other than 5-gallon for any bulk milk/juice item, please indicate below. If there are offers for items other than the listed size, then offers will be evaluated on a per unit basis, i.e., gallons and ounces. Please note that the customer must agree to accept size changes.

**OFFEROR QUALIFICATION:****BULK MILK CONTAINERS:**

The bulk milk/juice dispenser container shall be a single service dispenser container (multi-gallon polyethylene bag) and shall be delivered in a single service shipping container (corrugated cardboard box) or a multi-service shipping container (plastic/metal holder / keeper case) which does not require a transferring of the single service dispenser container (polyethylene bag) to a holder / keeper case or dispenser case at point of use.

**IS YOUR COMPANY EDI CAPABLE? (please circle a response)** **YES** **NO**

Note: All troop issue customers are currently processing orders and receipts through EBS. If not EDI-capable, provide the following information for ordering, invoicing and payment purpose:

Point(s) of Contact for **Ordering**: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Within 48 hours of receipt of notice of award, contractor will supply each ordering activity with the contractor's coding system (Pull date, Color codes, etc.) This is a mandatory requirement.

The delivery preference is for a 48 hour (skip day) delivery. Please address your ability to adhere to these delivery terms. Delivery is required 48 hours after order is placed. Orders may be placed with a longer lead-time; however, the minimum lead-time is "skip day".

**PLEASE PROVIDE ANY LIMITATIONS TO THIS ORDER LEAD TIME BELOW.**

**FOR PAYMENT QUESTIONS, PLEASE PROVIDE THE FOLLOWING INFORMATION:**

Point(s) of Contact for **Invoicing And Payment**: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email & Fax Number: \_\_\_\_\_

**GROUP III MILK & DAIRY PRODUCTS – TROOP ISSUE: CAFB Dining Facility-Pecos, NM, Cannon AFB, CDC 1, NM, Cannon AFB, CDC 2, NM, Cannon AFB Youth Center, NM**

**3-YEAR FIXED w/EPA (JUNE 16, 2013 – JUNE 11, 2016)**

ITEM NO.	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT PRICE	TOTAL
1.	<b>MILK, WHOLE, CHL HALF PINT</b> NSN: 8910-01-E11-0532 PRODUCT CODE _____ WHOLESALE PRICE _____	120,000 HP	\$ _____	\$ _____
2.	<b>MILK, WHOLE CHL HALF GALLON</b> NSN: 8910-01-E11-0535 PRODUCT CODE _____ WHOLESALE PRICE _____	10,368 HG	\$ _____	\$ _____
3.	<b>MILK, LOWFAT, CHL, (1%) MILK FAT HALF GALLON CO</b> NSN: 8910-01-E11-0541 PRODUCT CODE _____ WHOLESALE PRICE _____	14,391 HG	\$ _____	\$ _____
4.	<b>MILK, REDUCED FAT, 2% MILKFAT, CHL, HALF GALLON</b> NSN: 8910-0-1-E11-0548 PRODUCT CODE _____ WHOLESALE PRICE _____	3,375 HG	\$ _____	\$ _____
5.	<b>MILK, NONFAT, CHL, HALF PINT</b> NSN: 8910-01-E11-0550 PRODUCT CODE _____ WHOLESALE PRICE _____	57,000 HP	\$ _____	\$ _____
6.	<b>MILK, LOW FAT, CHL, (1%) MILK FAT 5 GAL CO</b> NSN: 8910-01-E11-2161 PRODUCT CODE _____ WHOLESALE PRICE _____	1,032 5 GL BIB	\$ _____	\$ _____

**GROUP III MILK & DAIRY PRODUCTS – TROOP ISSUE: CAFB Dining Facility-Pecos, NM, Cannon AFB, CDC 1, NM, Cannon AFB, CDC 2, NM, Cannon AFB Youth Center, NM**

**3-YEAR FIXED w/EPA (JUNE 16, 2013 – JUNE 11, 2016)**

ITEM NO.	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT PRICE	TOTAL
7.	<b>MILK, CHOC, LOWFAT, CHL</b> <b>1% MILK FAT,</b> <b>HALF GALLON</b> NSN: 8910-01-E11-0532 PRODUCT CODE _____ WHOLESALE PRICE _____	333 HG	\$ _____	\$ _____
8.	<b>MILK, CHOC, NONFAT, CHL,</b> <b>HALF PINT</b> NSN: 8910-01-E11-0535 PRODUCT CODE _____ WHOLESALE PRICE _____	91,650 HP	\$ _____	\$ _____

**GROUP III MILK & DAIRY PRODUCTS – TROOP ISSUE: CAFB Dining Facility-Pecos, NM, Cannon AFB, CDC 1, NM, Cannon AFB, CDC 2, NM, Cannon AFB Youth Center, NM**

**FIRST TIER FOR OTHER DAIRY ITEMS (ITEMS #9--10)  
YEAR 1 AND 2 FIRM FIXED PRICES (JUNE 16, 2013 – JUNE 13, 2015)**

9. **SOUR CREAM, CHL,  
CULTURED OR ACIDIFIED,  
PINT**  
NSN: 8910-01-E11-1700 1,728 PT \$ \_\_\_\_\_ \$ \_\_\_\_\_  
PRODUCT CODE \_\_\_\_\_  
WHOLESALE PRICE \_\_\_\_\_
10. **CHEESE, COTTAGE, LOW FAT,  
CREAMED OR LARGE CURD,  
12 OZ CO**  
NSN: 8910-01-E11-3044 20 OZ CO \$ \_\_\_\_\_ \$ \_\_\_\_\_  
PRODUCT CODE \_\_\_\_\_  
WHOLESALE PRICE \_\_\_\_\_

**GROUP III MILK & DAIRY PRODUCTS – TROOP ISSUE: CAFB Dining Facility-Pecos, NM, Cannon AFB, CDC 1, NM, Cannon AFB, CDC 2, NM, Cannon AFB Youth Center, NM**

**FIRST TIER FOR OTHER DAIRY ITEMS (ITEMS #9--10)  
YEAR 3 FIRM FIXED PRICES (JUNE 14, 2015 – JUNE 11, 2016)**

- 9. SOUR CREAM, CHL,  
CULTURED OR ACIDIFIED,  
PINT**  
 NSN: 8910-01-E11-1700                      1,728 PT                      \$ \_\_\_\_\_                      \$ \_\_\_\_\_  
 PRODUCT CODE \_\_\_\_\_  
 WHOLESALE PRICE \_\_\_\_\_
  
- 10. CHEESE, COTTAGE, LOW FAT,  
CREAMED OR LARGE CURD,  
12 OZ CO**  
 NSN: 8910-01-E11-3044                      20 OZ CO                      \$ \_\_\_\_\_                      \$ \_\_\_\_\_  
 PRODUCT CODE \_\_\_\_\_  
 WHOLESALE PRICE \_\_\_\_\_

**ESTIMATED TOTAL FOR GROUP III: \_\_\_\_\_**

**(Add estimated totals for all items #1-8, 9A-10A, 9B-10B)**



**GOVERNMENT QUALIFICATION:**

“All items to be awarded will be awarded to one offeror.”

The government reserves the right to award a contract of less than all items within a group if deletion will be in the government’s best interest.

The government will accept sizes other than 5-gallon for all bulk milk/juice items. If you are offering a size other than 5-gallon for any bulk milk/juice item, please indicate below. If there are offers for items other than the listed size, then offers will be evaluated on a per unit basis, i.e., gallons and ounces. Please note that the customer must agree to accept size changes.

**OFFEROR QUALIFICATION:**

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**BULK MILK CONTAINERS:**

The bulk milk/juice dispenser container shall be a single service dispenser container (multi-gallon polyethylene bag) and shall be delivered in a single service shipping container (corrugated cardboard box) or a multi-service shipping container (plastic/metal holder / keeper case) which does not require a transferring of the single service dispenser container (polyethylene bag) to a holder / keeper case or dispenser case at point of use.

**IS YOUR COMPANY EDI CAPABLE? (please circle a response)**                      **YES**                      **NO**

Note: All troop issue customers are currently processing orders and receipts through EBS. If not EDI-capable, provide the following information for ordering, invoicing and payment purpose:

Point(s) of Contact for **Ordering**: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Within 48 hours of receipt of notice of award, contractor will supply each ordering activity with the contractor’s coding system (Pull date, Color codes, etc.) This is a mandatory requirement.

The delivery preference is for a 48 hour (skip day) delivery. Please address your ability to adhere to these delivery terms. Delivery is required 48 hours after order is placed. Orders may be placed with a longer lead-time; however, the minimum lead-time is “skip day”.

**PLEASE PROVIDE ANY LIMITATIONS TO THIS ORDER LEAD TIME BELOW.**

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**FOR PAYMENT QUESTIONS, PLEASE PROVIDE THE FOLLOWING INFORMATION:**

Point(s) of Contact for **Invoicing And Payment**: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email & Fax Number: \_\_\_\_\_

**GROUP IV MILK & DAIRY PRODUCTS – TROOP ISSUE: Holloman AFB, NM, CDC West Holloman, AFB, NM, Holloman AFB School, NM**

**3-YEAR FIXED w/EPA (JUNE 16, 2013 – JUNE 11, 2016)**

<b>ITEM NO.</b>	<b>SUPPLIES/SERVICES</b>	<b>ESTIMATED QUANTITY</b>	<b>UNIT PRICE</b>	<b>TOTAL</b>
1.	<b>MILK, WHOLE, CHL HALF GALLON</b> NSN: 8910-01-E11-0536 PRODUCT CODE _____ WHOLESALE PRICE _____	2,931 HG	\$ _____	\$ _____
2.	<b>MILK, LOWFAT, CHL, 1% MILK FAT, HALF PINT</b> NSN: 8910-01-E11-0539 PRODUCT CODE _____ WHOLESALE PRICE _____	188,724 HP	\$ _____	\$ _____
3.	<b>MILK, LOWFAT, CHL, (1%) MILK FAT HALF GALLON CO</b> NSN: 8910-01-E11-0541 PRODUCT CODE _____ WHOLESALE PRICE _____	14,163 HG	\$ _____	\$ _____
4.	<b>MILK, REDUCED FAT, 2% MILKFAT, CHL, GALLON</b> NSN: 8910-0-1-E11-0543 PRODUCT CODE _____ WHOLESALE PRICE _____	168 GL	\$ _____	\$ _____
5.	<b>MILK, NONFAT, CHL, HALF PINT</b> NSN: 8910-01-E11-0550 PRODUCT CODE _____ WHOLESALE PRICE _____	84,300 HP	\$ _____	\$ _____
6.	<b>MILK CHOC, LOW FAT, CHL, (1%) MILK FAT HALF GALLON</b> NSN: 8910-01-E11-2190 PRODUCT CODE _____ WHOLESALE PRICE _____	324 HG	\$ _____	\$ _____

**GROUP IV MILK & DAIRY PRODUCTS – TROOP ISSUE: Holloman AFB, NM, CDC West Holloman, AFB, NM, Holloman AFB School, NM**

**3-YEAR FIXED w/EPA (JUNE 16, 2013 – JUNE 11, 2016)**

ITEM NO.	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT PRICE	TOTAL
7.	<b>MILK, CHOC, NONFAT, CHL,                      HALF PINT</b> NSN: 8910-01-E11-2203 PRODUCT CODE _____ WHOLESALE PRICE _____	95,550 HP	\$ _____	\$ _____

**GROUP IV MILK & DAIRY PRODUCTS – TROOP ISSUE: Holloman AFB, NM, CDC West Holloman, AFB, NM, Holloman AFB School, NM**

**FIRST TIER FOR OTHER DAIRY ITEMS (ITEMS #8)  
YEAR 1 AND 2 FIRM FIXED PRICES (JUNE 16, 2013 – JUNE 13, 2015)**

8. **YOGURT LOW FAT  
ASSORTED, CHL,  
6 OZ CO OR 8 OZ CO  
SPECIFY SIZE OFFERING: \_\_\_\_\_  
SPECIFY TYPE (BLENDED, SWISS, FRUIT-ON-BOTTOM, ETC.) \_\_\_\_\_**

42,792 CO \$\_\_\_\_\_ \$\_\_\_\_\_

FLAVOR \_\_\_\_\_ PRODUCT CODE \_\_\_\_\_  
FLAVOR \_\_\_\_\_ PRODUCT CODE \_\_\_\_\_  
FLAVOR \_\_\_\_\_ PRODUCT CODE \_\_\_\_\_  
FLAVOR \_\_\_\_\_ PRODUCT CODE \_\_\_\_\_  
FLAVOR \_\_\_\_\_ PRODUCT CODE \_\_\_\_\_  
FLAVOR \_\_\_\_\_ PRODUCT CODE \_\_\_\_\_

**GROUP IV MILK & DAIRY PRODUCTS – TROOP ISSUE: Holloman AFB, NM, CDC West Holloman, AFB, NM, Holloman AFB School, NM**

**FIRST TIER FOR OTHER DAIRY ITEMS (ITEMS #8)  
YEAR 3 FIRM FIXED PRICES (JUNE 14, 2015 – JUNE 11, 2016)**

- 8. **YOGURT LOW FAT  
ASSORTED, CHL,  
6 OZ CO OR 8 OZ CO  
SPECIFY SIZE OFFERING: \_\_\_\_\_  
SPECIFY TYPE (BLENDED, SWISS, FRUIT-ON-BOTTOM, ETC.) \_\_\_\_\_**
- 21,396 CO                      \$ \_\_\_\_\_                      \$ \_\_\_\_\_
- FLAVOR \_\_\_\_\_ PRODUCT CODE \_\_\_\_\_
  - FLAVOR \_\_\_\_\_ PRODUCT CODE \_\_\_\_\_
  - FLAVOR \_\_\_\_\_ PRODUCT CODE \_\_\_\_\_
  - FLAVOR \_\_\_\_\_ PRODUCT CODE \_\_\_\_\_
  - FLAVOR \_\_\_\_\_ PRODUCT CODE \_\_\_\_\_
  - FLAVOR \_\_\_\_\_ PRODUCT CODE \_\_\_\_\_

**ESTIMATED TOTAL FOR GROUP IV: \_\_\_\_\_**

**(Add estimated totals for all items #1-7, 8A, AND 8B)**



- A. STORES is the Government's ordering system which is capable of accepting orders from any of the Services', i.e. Army, Air Force, Navy or Marines, individual ordering systems and translating the orders into an EDI (Electronic Data Interchange) format. In addition, this information is transmitted to DLA TROOP SUPPORT for the purposes of contractor payment and customer billing.
- B. Customers will be able to order all of their Milk, and Dairy requirements through STORES.
- C. It is preferred that the successful vendor has access to the Internet and is able to send and receive electronic mail (e-mail).
- D. The EDI-capable vendor must be able to conform to the Government's format for Item Descriptions on both the catalog and the invoices. The Government's format begins with a broad category and then continues with a more general description. For example, a half pint of whole milk would be described as "Milk, Whole, Chl (Chilled), ½ PT CO.
- E. EDI capability is not a requirement for award under this solicitation. However, offerors should consider moving towards a fully functional EDI environment. In order to interface with STORES electronically, the offeror must be able to support the following EDI transaction sets:
- Catalog (Vendor to DLA TROOP SUPPORT)
  - Purchase Order
  - Functional Acknowledgment
  - Receipt
  - Invoice (optional at this time)
- F. Initially, a copy of the STORES Orders will be transmitted via FAX from the customers listed in this solicitation to the successful awardee(s). While it is not a requirement of this solicitation, vendors are encouraged to have a separate FAX line in order to accommodate orders in a timely, efficient manner.
- G. **Unit prices and extended prices must be formatted not more than two (2) places to the right of the decimal point.**

## II. Order Placement

- A. Customers shall place orders via STORES to accommodate order lead time stated on contract. Orders shall generally be sent no later than 10:00 A.M. two (2) days prior to the desired delivery date (or specified lead-time on the contract) in order to ensure maximum availability of product. However, a customer may decide to place an order with a longer lead-time for delivery except as noted on Section VI-A. Holidays.
- B. The vendor should notify the customer, no later than 24 hours after order placement, of the non-availability of an item. If it appears that the vendor will not be able to fulfill the order in time to meet the required delivery date, the customer must zero-out the item in STORES and create a new purchase order for a replacement item.
- C. **There shall be no line-item (LSN) additions to existing STORES orders.** Requirements for additional LSN's to prior/existing orders shall be ordered by customers via STORES as a new and separate STORES order.
- D. All pricing is at the time the order is placed.

### Purchase Orders

There shall only be one invoice per purchase order and only one purchase order per day. This will reduce invoice and payment issues. At no time is a delivery driver permitted to deliver items that do not appear on the purchase order.

### Product Quality

Acceptance of supplies awarded under this solicitation will be limited to fresh product. All products delivered under this contract must conform to the following **freshness requirements**. 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.

1. Milk, Whipping Cream (fresh), Cream (fresh) and Half-and-Half (fresh), Ice Milk Mix, Fresh (soft serve), Milk Shake Mix, Fresh (direct draw), Buttermilk and Eggnog must be delivered with a minimum 10 days shelf life remaining.
2. Whipping Cream (ultra-pasteurized), Half-and-Half (ultra-pasteurized), and Cream (ultra-pasteurized) must be delivered with a minimum 14 days shelf life remaining.
3. Cottage Cheese, cultured and acidified, normal and extended shelf life must be delivered with a minimum 14 days shelf life remaining.
4. Sour Cream must be delivered with a minimum 21 days shelf life remaining.
5. Yogurt must be delivered with a minimum of 18 days shelf life remaining.
6. Ice Cream must be delivered with a minimum 120 days shelf life remaining.

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

### Contractor Quality Program

The contractor shall develop and maintain a quality program for product acquisition, warehousing and distribution to assure the following:

- Standardized product quality;
- The usage of First-In, First-Out (FIFO) principles;
- Product shelf life is monitored;
- Items are free of damage;
- Correct items and quantities are selected and delivered;
- Customer satisfaction is monitored;
- Product discrepancies and complaints are resolved and corrective action is initiated;
- Supplier, FDA, or DoD initiated food recalls are promptly reported to customers and DLA Troop Support;
- Compliance with EPA and OSHA requirements;
- Salvaged items or products shall not be used;

The vendor shall comply with any findings or corrective actions noted on all its mandatory monthly and yearly inspections and audits performed by County, State, and Federal Agencies including the Food and Drug Administration and US Department of Health & Human Services. The vendor will immediately notify the Contracting Officer of any negative findings by any of these auditing agencies which affect the performance of its contract(s) and of the vendor's corrective action. The Contracting Officer may request copies from the vendor of any negative County, State, or Federal health inspection which affects its contract(s). Failure to comply with County, State, and Federal milk



regulations; apply corrective actions to audit findings; or not maintaining its pasteurization plant compliance at a rate of at least 90 percent or higher, as certified by a state milk sanitation officer and listed in “Sanitation Compliance and Enforcement Ratings of Interstate Milk Shippers” may result in termination of the contract at the vendor’s expense. In the event the vendor is subcontracting milk, dairy, or ice cream products, the vendor shall be responsible for replacing any noncomplying subcontractor with an approved subcontracting source or risk termination of the contract.

The vendor shall have in place the proper temperature controls in their warehouse to ensure product is stored at commercially acceptable temperature settings.

The vendor is required to submit a copy of each third party warehouse audit (i.e., Sanitation Compliance and Enforcement Ratings of Interstate Milk Shippers /other state or federal sanitation inspection certificates) in response to this solicitation.

#### 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 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, Food Manufacturing Practices, the Federal Insecticide, Fungicide and Rodenticide Act, the Food, Drug, and Cosmetic Act of 1938 as well as all pertinent state and local laws and regulations. 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.

#### Contractor Quality Audits

The Government may conduct formalized audits to verify the vendor’s adherence to the contract requirements and the quality of product being supplied under any resultant contract.

#### Recall Procedures Requirements

In the event that a product recall is initiated by the USDA, vendor, supplier or manufacturer, the vendor shall follow the procedures as outlined below:

- (1) Immediately notify the following personnel:
  - a. Customers that have received the recall product
  - b. DLA Troop Support Contracting Officer
  - c. DLA Troop Support Account Manager
  - d. DLA Troop Support Customer Safety Officer at 215 737 2922
- (2) Provide the following information to the DLA Troop Support Consumer Safety Officer:
  - a. Reason for recall
  - b. Level of recall, i.e., Type I, II or III
  - c. Description of product
  - d. Amount of product
  - e. List of customers that have received product
  - f. Name and phone number of responsible person (Recall Coordinator)
- (3) The vendor should provide a Final Status Report of Recall, when completed, to the DLA Troop Support Consumer Safety Officer.
- (4) At the discretion of the affected customers, the vendor shall either replace at no additional cost or adjust the invoice quantity for any recalled product. Delivery of replacement product shall occur at the discretion of the customer.

### Food Defense/Force Protection

DLA Troop Support Subsistence Directorate provides world-wide subsistence logistics support during peace time 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 take steps to ensure measures are taken to prevent the deliberate tampering and contamination of subsistence items. The offeror must ensure that products and/or packaging have not been tampered with or contaminated throughout the growing, storage, and delivery process. Contract awardee will ensure to complete security of all conveyances to any military installations. The offeror 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.

As the holder of a contract with the Department of Defense, the awardees should be aware of the vital role they play in supporting our customers. It is incumbent upon the awardees to take all necessary actions to secure product delivered to all military customers, as well as any applicable commercial destinations.

### Packaging, Packing and Labeling

- 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. Shipping containers shall be in compliance with the National Motor Freight Classification and Uniform Freight Classification Code.
- B. All items must be identified with readable dates (open code dates), coded dates, or with color-coded twist ties. Contractors that do not use open dating will provide a product code number key/twist tie color listing. The product code number key/color coded twist tie listing shall explain the actual date of production or processing. After award of contract under this solicitation, the successful awardee shall provide a copy of key/color codes listing will be furnished to each destination's receiving officer and each destination's inspection agency with prior to the first delivery.
- C. All items must be adequately protected during inclement weather

### Inspection and Acceptance

#### 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, Medical Personnel, or Contracting Officer.
- B. All deliveries are subject to military veterinary inspection. In addition, the delivery vehicles may be inspected for cleanliness and condition.
- C. The Food Service Officer (and/or) Authorized Receiving Official (ARO) at each delivery point (are/is) responsible for inspecting and accepting products as they are delivered. The invoice/delivery ticket shall not be signed prior to inspection of the product. All overages, shortages, and/or returns are to be noted on the delivery ticket by the receiving official and the truck driver. A signature on the delivery ticket/invoice denotes acceptance of the product.
- D. Contractor's delivery vehicles will stop and report to the veterinary inspection points as designated for inspection of his products before proceeding to any other designated delivery point.

### Rapid Gate

Many bases currently require enrollment in Rapid Gate and will not allow entry without Rapid Gate clearance. During the contract implementation period, the Contractor must contact all customer locations to determine

whether enrollment in Rapid Gate or another security program is required for access to each location. If Rapid Gate 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 Rapid Gate clearance may result in a vendor being turned away from the base and being unable to complete delivery. The contractor is responsible for the additional cost for Rapid Gate enrollment and must ensure that a Rapid Gate enrolled driver is available for all deliveries. We currently estimate that Rapid Gate enrollment will cost about \$250 per company and \$200 per enrolled employee for 1 year of access to multiple locations, but the cost of Rapid Gate or other security enrollment may vary, so the contractor should contact Rapid Gate to determine its own costs. If more than one driver is required, Rapid Gate 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 Rapid Gate is encountered during the implementation period, the contractor MUST contact Rapid Gate and/or the Security Officer at the applicable customer locations to resolve any issues with processing Rapid Gate enrollment so that the contractor will be able to deliver as required. For additional information regarding Rapid Gate, including enrollment instructions, please visit their website at <http://www.rapidgate.com>.

### Warranties

The supplies furnished under the resultant contract(s) shall be covered by the most favorable commercial warranties the contractor gives to any customer for such supplies and the rights and remedies provided therein are in addition to and do not limit any rights afforded to the Government by Clause 52.212-4(o) "Warranty" contained in the solicitation.

### Rejection Procedures

- A. If product is determined to be defective, damaged, or compromised in any other manner, it may be rejected by the Authorized Receiving Official (ARO). All suspect items shall be segregated.
- B. When product is found to be nonconforming or damaged or otherwise suspect, the receiving personnel shall notify the Food Service Officer (FSO) (and/or) Authorized Receiving Official.
- C. It is a requirement of this solicitation that product shall be inspected upon receipt as promptly as practicable. However, failure to promptly inspect or accept supplies shall not relieve the contractor from responsibility, nor impose liability on any of the customers, for nonconforming supplies.
- D. If an item is rejected at the time of delivery, the delivery ticket/invoice must be annotated to reflect what item(s) and quantity(ies) were affected. The line item dollar value, as well as the total invoice dollar value, must be adjusted to reflect the adjusted value of the shipment.
- E. If product is rejected after the delivery occurred, the vendor must pick up the rejected product at the time the next regular shipment is made.

### Contract Closeout

Individual delivery orders shall be invoiced within five (5) days from the actual date of delivery. Cumulative delivery order closeout will result in total contract closeout. It is the Government's intent to closeout contracts within 60 days from the date of the final delivery.

## Deliveries and Performance

### **I. TERMS OF INDEFINITE QUANTITY CONTRACT**

The resultant contract will be a fixed price Indefinite Quantity Contract (IQC) with EPA applied to Class I fluid milk items and firm fixed price for all other items, 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(2)). The duration of the contract is for a term of 36 months, with two separate pricing tiers. The first pricing tier shall begin on the award date and be for a 24 months period (June 16, 2013 through June 11, 2016). The second pricing tier shall be for the following 12 month performance period (June 16, 2013 through June 13, 2015), and (June 14, 2015 through June 11, 2016). The EPA will continue to apply for Class I fluid milk items throughout the contract. For all other items, the pricing will remain firm fixed for each pricing tier. The effective period for any contract resulting from this solicitation shall be from June 16, 2013 through June 11, 2016.

## **II. ITEM AVAILABILITY**

All items must be available in sufficient quantities to fill the customers' requirements. All deliveries must be made in accordance with the contractually established number of hours after order placement unless otherwise authorized by the customer.

## **III. DELIVERY INSTRUCTIONS**

- A. Deliveries shall be made FOB Destination to each ordering activity and shall be free of damage, with all packing and packaging intact.
- B. Deliveries shall be made when and as requested by the Ordering Officer(s) of the activity concerned, and shall be accompanied by the delivery ticket of the dealer in triplicate, showing the exact quantities delivered. Deliveries shall be made by the contractor any day except Holidays, between the hours and location specified by the ordering officer.

## **IV. NO SUBSTITUTIONS**

If an item is not available, vendor is NOT to substitute an item without having a separate purchase order for the additional item. Customer MUST zero-out unavailable item(s) in STORES. Customer will be directly responsible for payment of any items not appearing on a STORES purchase order.

## **V. SUBSTITUTIONS**

- A. The customer has to authorize any substitution to their order prior to delivery. Substitutions must be of the same or higher quality and at the same or lower price. Payment of items will be based on the price in the vendor's electronic catalog. Therefore, firms that submit an invoice reflecting a higher price for substituted items will not be paid the full amount and will only be reimbursed for the unit price shown in the catalog.
- B. If the price of the substituted item is lower than the price of the item originally ordered, then the vendor shall invoice at the lower price and not the catalog price.

## **VI. 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 scheduled 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: Saturday holidays are celebrated on 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.
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#### **VII. EMERGENCY ORDERS**

- A. In order to adequately support emergency order, the vendor must have the ability to provide “same day service” to a customer that is experiencing an emergency situation.
- B. The vendor shall provide, at maximum, two (2) emergency orders per month, per individual ordering activity or individual ship or vessel, at no additional cost to the Government.
- C. The vendor is responsible for furnishing the name of the designated point of contact responsible for handling emergency orders, and his/her phone number and/or pager number, to the customers.

#### **VIII. 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;
  7. Products delivered in unsanitary vehicles;
  8. Quantity excess as a result of order input error and/or Purchase Ratio Factor error.
- B. Any other conditions not specified above that are deemed to be valid reasons for return by the customer.

#### **VIII. SHORT SHIPMENTS/SHIPPING ERRORS**

- A. All short shipments must be annotated by the receiving official on the delivery ticket/invoices accompanying the shipment.
- B. Any product delivered in error must be picked up by the vendor on the same day or by the next delivery day after notification by the ordering activity.

#### **VX. DELIVERY**

- A. A delivery ticket will accompany each delivery citing order number, unit price, itemized, extended and totaled.
- B. It is mandatory that the Delivery Ticket include the contract number, call number, lead CLIN number, purchase order number, government unit of issue. Total quantity shall be based on Government unit of issue.
- C. A copy of coding system and tare weight of the items to be delivered is requested by consignee.

- D. Prices cited on delivery tickets for STORES orders will be the prices at the time of order and not the prices at time of delivery.
- E. All deliveries exclude national legal holidays unless otherwise indicated by ordering activity.
- F. Milk and dairy products will be truck tail-gate delivered. Items will be off-loaded from the contractor(s) vehicle(s) and contractor personnel will place items delivered inside the dining halls, warehouses, etc. Deliveries to ships shall be brought to the brow of the vessel, when applicable.

**Delivery Points for Group I – Fort Bliss**

	<u>DoDAAC</u>	<u>ACTIVITY</u>	<u>DELIVERY TIME</u>	<u>FREQUENCY</u>
1.	W45C08	Troop Issue Support Activity (TISA) 1109 Aleshire Road, Bldg 1109 Fort Bliss, TX 79916 POC: Betty Diaz (915) 568-5007	06:00 ~ 15:30 (Loading dock)	Six (6) Deliveries per Week: Mon, Tue, Wed, Thur, Fri, Sat
2.	2457DF	2457 Dining Facility 2457 Carrington Road Fort Bliss, TX 79916 POC: Theresa Augustine (915) 568-5007	06:00 ~ 15:30 (Loading dock)	Six (6) Deliveries per Week: Mon, Tue, Wed, Thur, Fri, Sat
3.	0906DF	0906 Dining Facility 906 Pleasanton Road Fort Bliss, TX 79916 POC: Theresa Augustine (915) 568-5007	06:00 ~ 15:30 (Loading dock)	Six (6) Deliveries per Week: Mon, Tue, Wed, Thur, Fri, Sat
4.	157451	US Immigration & Customs Enforcement (ICE) 8915 Montana Street, Bldg: Kitchen El Paso, TX 79925 POC: Elizabeth Hernandez OR Angelica Gil (915) 225-1941 ext. 1997 angelica.gil@dhs.gov OR david.geary@dhs.gov	06:30 ~ 15:00 (Loading dock)	Three (3) Deliveries per Week: Mon, Wed, Fri
5.	1674GE	David Carrasco Job Corps Center 11155 Gateway West, Main Building El Paso, TX 79935 POC: Bobby Herrera OR Freddie Lopez (915) 594-0022 ext. 242 Herrera.Robert@jobcorps.org	05:00 ~ 06:00	Two (2) Deliveries per Week: Tue, Thur

**Delivery Points for Group II – Kirtland AFB**

	<u>DoDAAC</u>	<u>ACTIVITY</u>	<u>DELIVERY TIME</u>	<u>FREQUENCY</u>
1.	FT9136	Kirtland Dining Facility 1551 1st Street, Bldg 20350 Kirtland AFB, NM 87117 POC: Robert Vick (505) 853-0587 RVick@vicksvittles.com OR teresa.davies@kirtland.af.mil	05:00 ~ 07:00 (Loading dock)	Three (3) Deliveries per Week: Mon, Wed, Fri
2.	FT9511	Gibson Child Development Center 2000 Wyoming SE , Bldg 20160 Kirtland AFB, NM 87117 POC: Linda Jones (505) 846-1103 linda.jones@kirtland.af.mil	06:00 ~ 08:00	Two (2) Deliveries per Week: Mon, Wed
3.	FT9512	Maxwell Child Development Center 1450 Maxwell Avenue, Bldg 1914 Kirtland AFB, NM 87117 POC: Judy Perez (505) 853-5521 / 3945 Judith.Perez@kirtland.af.mil	07:00 ~ 10:00	One (1) Delivery per Week: Tue
4.	FT9513	Boys & Girls Club 8001 G Avenue, Bldg 20234 Kirtland AFB, NM 87117 POC: Juana Scribner (505) 846-2042 / 4092 juana.scribner@kirtland.af.mil	07:00 ~ 10:00	Two (2) Deliveries per Week: Mon, Wed
5.	172015	US Immigration & Customs Enforcement (ICE) 1720 Randolph, SE Albuquerque, NM 87106 POC: Elizabeth Hernandez OR Angelica Gil (915) 225-1941 ext. 1997 angelica.gil@dhs.gov OR david.geary@dhs.gov	06:30 ~ 15:00 (Loading dock)	Three (3) Deliveries per Week: Mon, Wed, Fri



**Delivery Points for Group III – Cannon AFB**

	<u>DoDAAC</u>	<u>ACTIVITY</u>	<u>DELIVERY TIME</u>	<u>FREQUENCY</u>
1.	FT9140	Pecos Trail Dining Facility 203 North D.L. Ingram Blvd., Bldg 1225 Cannon AFB, NM 88103 POC: MSgt. Mary Conner OR TSgt. Daniel Funchess (575) 784-2420 Miranda.Burton@cannon.af.mil or Julia.Sanchez@Cannon.af.mil	07:00 ~ 10:00	Three (3) Deliveries per Week: Mon, Wed, Fri
2.	FT9483	Child Development Center #1 202 Olympic Blvd., Bldg 76 Cannon AFB, NM 88103 POC: Denise Vanderwarker (505) 784-7650 Denise.Vanderwarker@Cannon.af.mil	07:30 ~ 10:00	One (1) Delivery per Week: Wed
3.	FT9484	Child Development Center #2 Ranchvale 101 New Mexico Drive, Bldg 7019 (Behind the Fire Station) Cannon AFB, NM 88103 POC: Denise Vanderwarker (505) 784-7650 Denise.Vanderwarker@Cannon.af.mil	07:30 ~ 10:00	One (1) Delivery per Week: Wed
4.	FT9571	Boys & Girls Club 101 Olympic Blvd., Bldg 20234 Cannon AFB, NM 88103 POC: Jan Mills OR Denise Vanderwarker (505) 784-2747/ 7650 Jan.Mills@Cannon.af.mil	07:30 ~ 10:00	One (1) Delivery per Week: Wed
5.	120515	US Immigration & Customs Enforcement (ICE) 1205 Texas Avenue Lubbock, TX 79401 POC: Elizabeth Hernandez OR Angelica Gil (915) 225-1941 ext. 1997 angelica.gil@dhs.gov OR david.geary@dhs.gov	06:30 ~ 15:00 (Loading dock)	As Needed - One (1) Delivery per Week

**Delivery Points for Group IV – Holloman AFB**

	<u>DoDAAC</u>	<u>ACTIVITY</u>	<u>DELIVERY TIME</u>	<u>ACCEPTANCE DAYS</u>
1.	FT9144	49 FSS/FSVF - Shifting Sands Dining Facility 660 Idaho Avenue, Bldg 274 Holloman AFB, NM 88330 POC: SSgt. Michael Stoner (505) 572-0052 / 5859 Michael.Stoner@holloman.af.mil OR derrick.wells@holloman.af.mil	08:00 ~ 10:00 (Loading dock)	Two (2) Deliveries per Week: Mon, Thur
2.	FT9468	355 SVS/SVMF - Child Development Center East 541 New Mexico Avenue, Bldg 2614 Holloman AFB, NM 88330 POC: POC: Julie Sullivan (505) 572-7505 julie.sullivan@holloman.af.mil	06:00 ~ 10:00	Two (2) Deliveries per Week: Mon, Wed
3.	FT9469	355 SVS/SVMF - Child Development Center West 541 New Mexico Avenue, Bldg 2614 Holloman AFB, NM 88330 POC: POC: Julie Sullivan (505) 572-7505 julie.sullivan@holloman.af.mil	07:00 ~ 09:00	Two (2) Deliveries per Week: Mon, Wed

## Contract Administration Data

### I. CONTRACTING AUTHORITY

- A. The DLA TROOP SUPPORT Contracting Officer is the only person authorized to approve changes to, 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. 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 to cover any costs associated with such change.
- C. 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.

### II. INVOICING

- A. Each delivery will be accompanied by the contractor's delivery ticket/invoice. Three (3) copies (an original plus two) shall accompany the shipment. The customer shall sign all copies of the invoices/delivery ticket, keep one (1) copy and return the ORIGINAL copy to the vendor. Any changes must be made on the face of the invoice.
- B. All invoicing for payment is to be submitted electronically using the Market Ready EDI Invoicing website from the DLA Troop Support Subsistence Home Page ([https://www.stores.dla.mil/stores\\_web/](https://www.stores.dla.mil/stores_web/)).

#### **No paper invoices shall be submitted to DFAS for payment.**

Each invoice shall contain sufficient data for billing purposes. This includes:

- 1. Contract Number;
  - 2. Call Number or Delivery Order Number or Contract Order Number;
  - 3. Purchase Order Number;
  - 4. Contract Line Items listed in numeric sequence (also referred to as CLIN order);
  - 5. DODAAC
  - 6. Item Nomenclature;
  - 7. LSN or NSN;
  - 8. Quantity purchased per item in DLA TROOP SUPPORT's unit of issue;
  - 9. Clearly identified and annotated changes on all copies;
  - 10. Total dollar value of each invoice (reflecting changes to the shipment, if applicable).
- C. All invoices must be "clean", i.e. all debits and/or credits must be reflected on the invoice prior to its submission
  - D. Vendors shall submit **one invoice per purchase order**.
  - E. Unit prices and extended prices must be formatted to only two (2) places beyond the decimal point. STORES will not accommodate positions of three (3) and above places beyond the decimal point. For example, an extended unit price of \$1.087 must be rounded up to \$1.09.
  - F. Information on the Market Ready EDI invoicing website: The Market Ready EDI invoicing website will be prefilled with data from STORES. To register, go to the website

([https://www.stores.dla.mil/stores\\_web/](https://www.stores.dla.mil/stores_web/)).

G. After registration, you will receive a User Name and Password to access data from your contract. You will then be asked to review data on the website and either post new lines or change existing lines on the site to reflect what was delivered. EDI invoices will be generated which will be sent to the paying office for payment.

H. Vendor Reconciliation Tool - The STORES/BSM Reconciliation tool is available from the DLA Troop Support Subsistence Website at ([https://www.stores.dla.mil/stores\\_web/](https://www.stores.dla.mil/stores_web/)). This tool is only for vendors that have a DLA TROOP SUPPORT contract and are invoicing using the 810 transaction set. Both invoice and receipt information will be available for review on the EBS website by the Market Ready Vendor. In order to view information on this website you must apply for a password. The reconciliation tool will match the customers' receipts to the vendors' electronically submitted EDI 810 invoice. The vendors will be able to see the lines that did not match for review and possible update. A training tool is available on our homepage under Reconciliation tool training.

I. All vendors are required to obtain a Public Key Interface (PKI) certificate for each individual that will have access to the Market Ready EDI Invoicing website and/or the DLA Troop Support Reconciliation Tool.

### III. PAYMENTS

A. DFAS Columbus is the payment office for this acquisition.

**Customers are to place orders electronically that will flow through the DLA TROOP SUPPORT ordering system STORES. In the temporary event that order cannot be conducted electronically, customers are to process orders manually and a copy of the signed invoices must also be faxed to the Contract Specialist at 215-737-4246.**

B. Payment of delivery orders will be made in accordance with the terms and conditions of Paragraph (I) of Clause 52.212-4 "Contract Terms and Conditions – Commercial Items", appearing in the section of this solicitation entitled "Contract Clauses".

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

D. Payment is currently being made in approximately ten (10) days after the receipt of a proper invoice; however, payment is still subject to the terms and conditions of the Prompt Payment Act (31 U.S.C. 3903). All electronic invoices must be submitted with accurate, sufficient, clean data before any payment can be made.

E. The Government intends to utilize Electronic Funds Transfer (EFT) to make payments under the resultant contract(s). However, the Government reserves the right to use a manual payment system, i.e. check, if the need arises. Refer to Clause 52.232-33 "Mandatory Information for Electronic Funds Transfer Payment".

F. VENDOR PAYMENT INQUIRY SYSTEM - ACCESS AT: <https://myinvoice.csd.disa.mil/index.html>

### IV. ADMINISTRATION

A. Administration of the contract will be performed by DLA TROOP SUPPORT in Philadelphia.

B. Administration of the individual delivery order will be performed by a designated representative at the ordering activity. This includes approving product substitutions and delivery changes.

C. The DLA TROOP SUPPORT Contracting Officer must approve any changes to the contract.

### Solicitation Provisions

FAR 52.212-1 Instructions to Offerors -- Commercial Items (Feb 2012) is incorporated in this solicitation by reference. Its full text may be accessed electronically at <https://www.acquisition.gov/far/index.html>. Text is available for viewing in Subpart 52.2 Text of Provisions and Clauses, through either the HTML or PDF Format links.

#### Addendum to FAR 52.212-1

*The following paragraphs of 52.212-1 are amended as indicated below:*

**1. Paragraph (b). *Submission of offers.***

See Standard Form 1449 (Continuation Sheet), on page 4-5, for any specific instructions on how to submit your offer if mailed, hand carried or faxed (when authorized).

Faxed offers are authorized for this solicitation.

Facsimile offers that fail to furnish required representations, or information, or that reject any of the terms, conditions and provisions of the solicitations, may be excluded from consideration. Facsimile offers must contain the required signatures. The Government reserves the right to make award solely on the facsimile offer. However, if requested to do so by the Contracting Officer, the apparently successful offeror agrees to promptly submit the complete original signed proposal. The Government will not be responsible for any failure attributable to the transmission or receipt of the facsimile offer.

**2. Paragraph (c) *Period for acceptance of offers.***

Period of acceptance is 120 days.

**3. Paragraph (e) *Multiple offers.***

Alternative commercial items may not be considered for award on this instant acquisition, however, may be utilized for market research on future requirements.

**4. Paragraph (h) *Multiple awards.***

The Government intends to make one award **Per Group**.

#### FAR 52.212-2 -- Evaluation -- Commercial Items (Jan 1999)

(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: **“SEE ADDENDUM”**

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). **“SEE ADDENDUM”**

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

Addendum to FAR 52.212-2, Evaluation of Commercial Items (Jan 1999)

Paragraph (a) is deleted in its entirety and replaced with the following:

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer, conforming to the solicitation, is the lowest evaluated aggregate price. If an offeror takes an exception to the terms and conditions of the solicitation, its offer may be excluded from consideration for award.

The following factors shall be used to evaluate offers:

**PRICE ONLY: LOWEST PRICE WITH NO EXCEPTIONS TAKEN TO THE TERMS AND CONDITIONS OF THE SOLICITATION.**

**Pricing – Pricing is required for all items found in the Schedule of Items.** The Government will perform an aggregate price analysis for all items found in the Schedule of Items. To determine an offeror's evaluated aggregate price, the estimated quantities in the Schedule of Items will be multiplied by the unit prices to determine the lowest aggregate price to the Government. Offered prices, on an individual line item basis, will be evaluated to determine fair and reasonableness with the ultimate award decision being based on the lowest evaluated aggregate price. The government reserves the right to remove item(s) from the schedule of Items or do a common item comparison if offerors do not submit pricing for all items. In addition, the Government will evaluate different sized offers based on price per pound. For example, a 15 oz loaf at \$1.50 (\$1.60 per pound) would be lower cost than a 13 oz loaf at \$1.56 (\$1.92 per pound).

(b) Paragraph (b) is deleted in its entirety as there are no options for this procurement.

**FAR 52.212-3 -- Offeror Representations and Certifications – Commercial Items (Dec 2012)**

An offeror shall complete only paragraphs (b) of this provision if the offeror has completed the annual representations and certificates electronically via <https://www.acquisition.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (c) through (o) of this provision.

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

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

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

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

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

“Inverted domestic corporation,” as used in this section, means a foreign incorporated entity which is treated as an inverted domestic corporation under 6 U.S.C. 395(b), i.e., a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c). An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code at 26 U.S.C. 7874.

“Manufactured end product” means any end product in Federal Supply Classes (FSC) 1000-9999, except—

(1) FSC 5510, Lumber and Related Basic Wood Materials;

(2) Federal Supply Group (FSG) 87, Agricultural Supplies;

(3) FSG 88, Live Animals;

(4) FSG 89, Food and Related Consumables;

- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

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

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

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

Sensitive technology—

- (1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—
  - (i) To restrict the free flow of unbiased information in Iran; or
  - (ii) To disrupt, monitor, or otherwise restrict speech of the people 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.

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

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

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

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

veterans.

“Women-owned business concern” means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of 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 posted on the Online Representations and Certifications Application (ORCA) website.

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

(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, for general statistical purposes, that it  is,  is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

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

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) [Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]

(i) General. The offeror represents that either—

(A) It  is,  is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the CCR Dynamic Small Business Search database maintained by the Small Business Administration, and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It  has,  has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(10)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: \_\_\_\_\_.]

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

(i) It  is,  is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small

Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR part 126; and

(ii) It  is,  is not a HUBZone joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(11)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: \_\_\_\_\_.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

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

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

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

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

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

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

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

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

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

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

(2) Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

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

(g)

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

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

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

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

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

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

Other Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

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

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

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

Canadian End Products:

Line Item No.:

[List as necessary]

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

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

Canadian or Israeli End Products:

Line Item No.:	Country of Origin:
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[List as necessary]

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

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

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, 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 Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

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

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

(2)  Have,  have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property; 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 \$3,000 for which the liability remains unsatisfied.

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

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

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

(ii) Examples.

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

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

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

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

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

(1) Listed End Product

Listed End Product:	Listed Countries of Origin:

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

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

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

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

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

(2)  Outside the United States.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(3) Taxpayer Identification Number (TIN).

TIN: \_\_\_\_\_.

TIN has been applied for.

TIN is not required because:

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

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government;

(4) Type of organization.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR 1.6049-4;

Other \_\_\_\_\_.

(5) Common parent.

Offeror is not owned or controlled by a common parent:

Name and TIN of common parent:

Name \_\_\_\_\_

TIN \_\_\_\_\_

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

(n) Prohibition on Contracting with Inverted Domestic Corporations—

(1) Relation to Internal Revenue Code. An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code 25 U.S.C. 7874.

(2) Representation. By submission of its offer, the offeror represents that—

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

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

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

(1) The offeror shall 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 \$3,000 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).

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

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

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

(End of Provision)

#### **DFARS 252.225-7000 – Buy American Act – Balance of Payments Program Certificate (Dec 2009)**

(a) *Definitions.* “Commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “foreign end product,” “qualifying country,” “qualifying country end product,” and “United States” have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

(b) *Evaluation.* The Government—

(1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and

(2) Will evaluate offers of qualifying country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program.

(c) *Certifications and identification of country of origin.*

(1) For all line items subject to the Buy American Act and Balance of Payments Program clause of this solicitation, the offeror certifies that—

- (i) Each end product, except those listed in paragraphs (c)(2) or (3) of this provision, is a domestic end product; and
- (ii) For end products other than COTS items, components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror certifies that the following end products are qualifying country end products:

Line Item Number		Country of Origin	

(3) The following end products are other foreign end products, including end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (ii) of the definition of “domestic end product”:

Line Item Number		Country of Origin (If known)	

**DFARS 252.212-7000 Offeror Representations and Certifications--Commercial Items (June 2005)**

(a) Definitions.

As used in this clause –

- (1) “Foreign person” means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec. 2415).
- (2) "United States" means the 50 states, the District of Columbia, outlying areas, and the Continental Shelf as defined in 43 U.S.C. 1331.
- (3) “United States person” is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.

(b) Certification.

By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it –

- (1) Does not comply with the Secondary Arab Boycott of Israel; and
- (2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec. 2407(a) prohibits a United States person from taking.

(c) Representation of Extent of Transportation by Sea. (This representation does not apply to solicitations for the direct purchase of ocean transportation services).

- (1) The Offeror shall indicate by checking the appropriate blank in paragraph (c)(2) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term “supplies” is defined in the Transportation of Supplies by Sea clause of this solicitation.
- (2) Representation. The Offeror represents that it –

- \_\_\_ Does anticipate that supplies will be transported by sea in performance of any contract or subcontract resulting from this solicitation.
- \_\_\_ Does not anticipate that supplies will be transported by sea in the performance of any contract or



subcontract resulting from this solicitation.

- (4) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting clause will also include the Defense Federal Acquisition Regulation Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

**Deviation 2012-O0004**

Class Deviation— Prohibition Against Contracting With Corporations That Have an Unpaid Delinquent Tax Liability or a Felony Conviction under Federal Law

**252.209-7999 Representation by Corporations Regarding an Unpaid Delinquent Tax Liability or a Felony Conviction under any Federal Law.**

**REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION 2012-O0004) (JAN 2012)**

(a) In accordance with sections 8124 and 8125 of Division A of the Consolidated Appropriations Act, 2012,(Pub. L. 112-74) none of the funds made available by that Act may be used to enter into a contract with any corporation that—

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

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

(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.

**Addendum – The following additional provisions are set forth in full text:**

**FAR 52.216-1 Type of Contract (Apr 1984)**

The Government contemplates award of a Fixed Price with EPA applied to fluid milk and Firm Fixed price/Indefinite Delivery/Indefinite Quantity contract resulting from this solicitation.

**FAR 52.215-6 Place of Performance (Oct 1997)**

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

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

PLACE OF PERFORMANCE (STREET ADDRESS, CITY, STATE, COUNTY, ZIP CODE)	NAME AND ADDRESS OF OWNER AND OPERATOR OF THE PLANT OR FACILITY IF OTHER THAN OFFEROR OR RESPONDENT

**\*\*PLEASE FILL IN & SUPPLY ITEM PERFORMANCE LOCATION FOR EACH ITEM**

**[DLAD 52.233-9001 Disputes Agreement to Use Alternative Dispute Resolution \(ADR\) \(Nov 2011\)](#)**

(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.

**[DLAD 52.214-9008 Rounding Off of Offer and Award Prices – Alternate I \(Aug 2008\)](#)**

In lieu of five decimal places, unit prices shall be limited to a maximum of two decimal places. For evaluation and award purposes, offerors containing a unit price of more than two decimal places shall be rounded off to two decimal places, as follows:

\$0.01 to \$0.104 = \$0.10

\$0.105 to \$0.109 = \$0.11

\$0.111 to \$0.114 = \$0.11

\$0.115 to \$0.119 = \$0.12, etc.

**[DLAD 52.217-9024 Special Provisions for Bulk Milk Dispensing Equipment – DLA Troop Support Subsistence \(Nov 2011\)](#)**

(a) General. Regulations require that the cost to the Government for bulk milk dispensing equipment must be identified and paid for from a different fund than the milk itself. Accordingly, unit and extended prices on each offered item requiring the furnishing of bulk milk dispensing equipment will be broken down and will state separately (1) the charge for the milk itself, and (2) the charge for the bulk milk dispensing equipment called for by that item. The dispensing equipment charge will include the cost of furnishing, installing, servicing, maintaining and removing such equipment. Evaluation of offers will be based on the total charge for each such item. By submission of this offer, the offeror confirms that the separate charges entered for such items represent the true and accurate charges for the milk and bulk milk dispensing equipment, and that the price offered for milk does not include any

cost on account of bulk milk dispensing equipment. Dispensing equipment charge will be the per-gallon rate for equipment and services.

(b) Invoices. Invoices covering items requiring the furnishing of bulk milk dispensing equipment must show separately for each such item the charge for the milk product furnished and the applicable charge for the bulk milk dispensing equipment.

(c) Computations. (Applicable only in contracts which contemplate the use of both government-furnished and contractor-furnished dispensers.)

(1) Basic. To the extent both government-furnished and contractor-furnished equipment is to be used in the dispensing of bulk milk required under this contract, the following dispenser charge procedures shall apply. In each case, the Government shall give written notice to the contractor stating which of the consumption points will employ contractor-furnished dispensers exclusively. Such points shall be called "Contractor Dispenser Points".

(2) Central Deliveries. Where bulk milk is delivered to a central delivery point for redistribution by the Government both to Contractor Dispenser Points and to other consumption points, data shall be furnished by such central delivery point to the contractor stating the gallonage issued during the invoice period to Contractor-Dispenser Points. Such data shall be the basis of invoicing dispenser charges.

(3) Direct Deliveries. Where bulk milk is delivered to Contractor Dispenser Points directly by contractor, delivery receipt data applicable to such points shall be the basis of such invoicing.

(4) Mixed-Equipment Points. Where bulk milk is delivered either directly or through a central delivery point to any consumption point where any or all of the dispensers are furnished by the Government, no dispenser charges shall be applicable to, such milk, except as provided below. Contractor shall not be required to furnish dispensers at any consumption point where any Government dispensers are located, except as provided below.

(5) Urgency Exception. Where urgent requirements, as determined by the ordering officer, necessitate the use of both government and contractor-furnished dispensers at the same consumption point, the minimum number of contractor-furnished dispensers shall be ordered in writing only and supplied to such point. In such case, dispenser charges (per line item) shall apply to that proportion of the bulk milk delivered to such point which corresponds to the proportion of contractor-furnished dispenser spigots to the total number of spigots at such point. (For example: If half the number of spigots used in dispensing chocolate milk at that point are contractor-furnished, half of the chocolate milk gallonage there shall be subject to the dispenser charge).

### [52.215-9023 Reverse Auction. \(NOV 2012\)](#)

As prescribed in 15.408-90(c)(1), use the following provision.

The Contracting Officer may utilize on-line reverse auctioning as a means of conducting price discussions under this solicitation. If the Contracting Officer does not conduct a reverse auction, award may be made on the basis of initial offers or following discussions not using reverse auctioning as a pricing technique. If the Contracting Officer decides to use on-line reverse auctioning to conduct price negotiations, the Contracting Officer will notify offerors of this decision and the following provisions will apply.

(a) The award decision will be made in accordance with the evaluation factors as set forth in the solicitation. The reverse on-line auction will be used as a pricing technique during discussions to establish the final offered prices from each offeror. These prices will be used in conjunction with the evaluation factors stated elsewhere in the solicitation in order to make the award decision in accordance with the basis for award stated in the solicitation.

(b) Following the decision to conduct discussions using on-line reverse auctioning as a pricing technique, the Contracting Officer or his/her representative will provide offerors determined to be in the competitive range with information concerning the on-line auction process. The Government intends to use a commercial web-based product to conduct the reverse auction.

(c) Prior to or simultaneously with conducting the on-line reverse auction, the Contracting Officer may hold discussions with the offerors concerning matters appropriate for discussion, such as issues involving technical proposals or unbalanced pricing.

(d) The lowest offeror's price(s) for each round of the reverse auction will be disclosed to other offerors and anyone else having authorized access to the on-line auction. This disclosure is anonymous, meaning that each offeror's identity will be concealed from other offerors (although it will be known to the Government; only a generic identifier will be used for each offeror's proposed pricing, such as "Offeror A" or "lowest-priced offeror"). By submitting a proposal in response to the solicitation, offerors agree to participate in the reverse auction and that their prices may be disclosed, including to other offerors, during the reverse auction.

(e) The reverse auction system currently in use designates offers as "Lead," meaning the current low price in that auction, or "Not Lead," meaning not the current low price in that auction. In the event of a tie offer, the reverse auction provider's system designates the first offer of that price as "Lead" and the second or subsequent offer of that price as "Not Lead." Offerors shall not submit a tie offer, since this is inconsistent with the purpose of the reverse auction. If a tie offer is submitted, the "Not Lead" offeror that submitted the tie offer must offer a changed price; it will be ineligible for award if the final price in the auction is the tie offer price.

(f) An offeror's final auction price at the close of the reverse auction will be considered its final proposal revision. No price revisions will be accepted after the close of the reverse auction, unless the Contracting Officer decides that further discussions are needed and final proposal revisions are again requested in accordance with Federal Acquisition Regulation (FAR) 15.307, or the Contracting Officer determines that it would be in the best interest of the Government to re-open the auction.

(g) The following information is provided regarding the procedures to be followed if a reverse auction is conducted.

(1) Each offeror identified by the Contracting Officer as a participant in the reverse auction will be contacted by Defense Logistic Agency's commercial reverse auction service provider to advise the offeror of the event and to provide an explanation of the process.

(2) In order for an Offeror to participate in the reverse auction, such offeror must agree with terms and conditions of the entire solicitation, including this provision, and agree to the commercial reverse auction service provider's terms and conditions for using its service. Information concerning the reverse auction process and the commercial service provider's terms and conditions is embedded within the email notification sent by the on-line reverse auction pricing tool system administrator.

(3) Offerors shall secure the passwords and other confidential materials provided by the commercial reverse auction service provider or the Government and ensure they are used only

for purposes of participation in the reverse auction. Offerors shall keep their own and other offerors' pricing in confidence until after contract award.

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

(5) The reverse auction will be conducted using the commercial reverse auction service provider's website as embedded in the email notification. Offerors shall be responsible for providing their own computer and internet connection.

(6) Training:

(i) The commercial reverse auction service provider and/or a Government representative will provide familiarization training to offerors' employees; this training may be provided through written material, the commercial reverse auction service provider's website, and/or other means.

(ii) An employee of an offeror who successfully completes the training shall be designated as a 'trained offeror.' Only trained offerors may participate in a reverse auction. The Contracting Officer reserves the right to request that offerors provide an alternate offeror employee to become a 'trained offeror.' The Contracting Officer also reserves the right to take away the 'trained offeror' designation from any trained offeror who fails to abide by the solicitation's or commercial reverse auction service provider's terms and conditions.

**52.252-1 Solicitation Provisions Incorporated by Reference (Feb 1998)**

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

- FAR <https://www.acquisition.gov/far/index.html>
- DFARS: <http://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html>
- DLAD: <http://www.dla.mil?Acquisition/Documents/DLAD%20Rev%205.htm>

*The following additional provisions are incorporated by REFERENCE:*

<u>PROVISION NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
DFARS 252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	JAN 2009
FAR 52.225-25	Prohibition on Contracting with Entities Engaged in Sanctioned	NOV 2011

	Activities Relating to Iran – Representation and Certification	
DLAD 52.233-9000	Agency Protests	NOV 2011
FAR 52.227-2	Notice and assistance regarding Patent and Copyright Infringement	DEC 2007

### DFARS 252.212-7000 Offeror Representations and Certifications --Commercial Items (June 2005)

(a) Definitions.

As used in this clause –

- (1) "Foreign person" means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec. 2415).
- (2) "United States" means the 50 states, the District of Columbia, outlying areas, and the Continental Shelf as defined in 43 U.S.C. 1331.
- (3) "United States person" is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.

(b) Certification.

By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it –

- (1) Does not comply with the Secondary Arab Boycott of Israel; and
- (2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec. 2407(a) prohibits a United States person from taking.

(c) Representation of Extent of Transportation by Sea. (This representation does not apply to solicitations for the direct purchase of ocean transportation services).

- (1) The Offeror shall indicate by checking the appropriate blank in paragraph (c)(2) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.
- (2) Representation. The Offeror represents that it –
  - \_\_\_\_\_ Does anticipate that supplies will be transported by sea in performance of any contract or subcontract resulting from this solicitation.
  - \_\_\_\_\_ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.
- (3) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting clause will also include the Defense Federal Acquisition Regulation Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

### DFARS 252.225-7000 – Buy American Statute – Balance of Payments Program Certificate (Jun 2012)

(a) *Definitions.* "Commercially available off-the-shelf (COTS) item," "component," "domestic end product," "foreign end product," "qualifying country," "qualifying country end product," and "United States" have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

(b) *Evaluation.* The Government—

- (1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and
- (2) Will evaluate offers of qualifying country end products without regard to the restrictions of the Buy American statute or the Balance of Payments Program.

(c) *Certifications and identification of country of origin.*

- (1) For all line items subject to the Buy American and Balance of

Payments Program clause of this solicitation, the offeror certifies that—

- (i) Each end product, except those listed in paragraphs (c)(2) or (3) of this provision, is a domestic end product; and
- (ii) For end products other than COTS items, components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror certifies that the following end products are qualifying country end products:

<u>Line Item Number</u>		<u>Country of Origin</u>

(3) The following end products are other foreign end products, including end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (ii) of the definition of “domestic end product”:

<u>Line Item Number</u>		<u>Country of Origin (If known)</u>

**52.215-9023 Reverse Auction.**

As prescribed in 15.408-90(c)(1), use the following provision.

**REVERSE AUCTION (NOV 2012)**

The Contracting Officer may utilize on-line reverse auctioning as a means of conducting price discussions under this solicitation. If the Contracting Officer does not conduct a reverse auction, award may be made on the basis of initial offers or following discussions not using reverse auctioning as a pricing technique. If the Contracting Officer decides to use on-line reverse auctioning to conduct price negotiations, the Contracting Officer will notify offerors of this decision and the following provisions will apply.

(a) The award decision will be made in accordance with the evaluation factors as set forth in the solicitation. The reverse on-line auction will be used as a pricing technique during discussions to establish the final offered prices from each offeror. These prices will be used in conjunction with the evaluation factors stated elsewhere in the solicitation in order to make the award decision in accordance with the basis for award stated in the solicitation.

(b) Following the decision to conduct discussions using on-line reverse auctioning as a pricing technique, the Contracting Officer or his/her representative will provide offerors determined to be in the competitive range with information concerning the on-line auction process. The Government intends to use a commercial web-based product to conduct the reverse auction.

(c) Prior to or simultaneously with conducting the on-line reverse auction, the Contracting Officer may hold discussions with the offerors concerning matters

appropriate for discussion, such as issues involving technical proposals or unbalanced pricing.

(d) The lowest offeror's price(s) for each round of the reverse auction will be disclosed to other offerors and anyone else having authorized access to the on-line auction. This disclosure is anonymous, meaning that each offeror's identity will be concealed from other offerors (although it will be known to the Government; only a generic identifier will be used for each offeror's proposed pricing, such as "Offeror A" or "lowest-priced offeror"). By submitting a proposal in response to the solicitation, offerors agree to participate in the reverse auction and that their prices may be disclosed, including to other offerors, during the reverse auction.

(e) The reverse auction system currently in use designates offers as "Lead," meaning the current low price in that auction, or "Not Lead," meaning not the current low price in that auction. In the event of a tie offer, the reverse auction provider's system designates the first offer of that price as "Lead" and the second or subsequent offer of that price as "Not Lead." Offerors shall not submit a tie offer, since this is inconsistent with the purpose of the reverse auction. If a tie offer is submitted, the "Not Lead" offeror that submitted the tie offer must offer a changed price; it will be ineligible for award if the final price in the auction is the tie offer price.

(f) An offeror's final auction price at the close of the reverse auction will be considered its final proposal revision. No price revisions will be accepted after the close of the reverse auction, unless the Contracting Officer decides that further discussions are needed and final proposal revisions are again requested in accordance with Federal Acquisition Regulation (FAR) 15.307, or the Contracting Officer determines that it would be in the best interest of the Government to re-open the auction.

(g) The following information is provided regarding the procedures to be followed if a reverse auction is conducted.

(1) Each offeror identified by the Contracting Officer as a participant in the reverse auction will be contacted by Defense Logistic Agency's commercial reverse auction service provider to advise the offeror of the event and to provide an explanation of the process.

(2) In order for an Offeror to participate in the reverse auction, such offeror must agree with terms and conditions of the entire solicitation, including this provision, and agree to the commercial reverse auction service provider's terms and conditions for using its service. Information concerning the reverse auction process and the commercial service provider's terms and conditions is embedded within the email notification sent by the on-line reverse auction pricing tool system administrator.

(3) Offerors shall secure the passwords and other confidential materials provided by the commercial reverse auction service provider or the Government and ensure they are used only for purposes of participation in the reverse auction. Offerors shall keep their own and other offerors' pricing in confidence until after contract award.



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

(5) The reverse auction will be conducted using the commercial reverse auction service provider's website as embedded in the email notification. Offerors shall be responsible for providing their own computer and internet connection.

(6) Training:

(i) The commercial reverse auction service provider and/or a Government representative will provide familiarization training to offerors' employees; this training may be provided through written material, the commercial reverse auction service provider's website, and/or other means.

(ii) An employee of an offeror who successfully completes the training shall be designated as a 'trained offeror.' Only trained offerors may participate in a reverse auction. The Contracting Officer reserves the right to request that offerors provide an alternate offeror employee to become a 'trained offeror.' The Contracting Officer also reserves the right to take away the 'trained offeror' designation from any trained offeror who fails to abide by the solicitation's or commercial reverse auction service provider's terms and conditions.

#### **DLAD 52.233-9001 Disputes Agreement to Use Alternative Dispute Resolution (ADR). (NOV 2011)**

(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.

**REPRESENTATION REGARDING CONVICTION OF A FELONY CRIMINAL VIOLATION UNDER ANY FEDERAL OR STATE LAW (DEVIATION 2012-O0007) (DATE 2012)**

(a) In accordance with section 514 of Division H of the Consolidated Appropriations Act, 2012, none of the funds made available by that Act may be used to enter into a contract with any corporation that was convicted of a felony criminal violation under any Federal or State law within the preceding 36 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government.

(b) The Offeror represents that it is [ ] is not [ ] a corporation that was convicted of a felony criminal violation under a Federal or State law within the preceding 36 months.

\_\_\_\_\_  
Company Representative Name

\_\_\_\_\_  
Signature and Date

**REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION 2012-O0004) (JAN 2012)**

(a) In accordance with sections 8124 and 8125 of Division A of the Consolidated Appropriations Act, 2012,(Pub. L. 112-74) none of the funds made available by that Act may be used to enter into a contract with any corporation that—

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

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 36 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 36 months.

\_\_\_\_\_  
Company Representative Name

\_\_\_\_\_  
Signature and Date