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

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

32a. QUANTITY IN COLUMN 21 HAS BEEN

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

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT	37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	
38. S/R ACCOUNT NO.	39. S/R VOUCHER NUMBER	40. PAID BY		
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY ( <i>Print</i> )		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		42b. RECEIVED AT ( <i>Location</i> )		
		42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS

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## Form

### TECHNICAL REQUIREMENTS

THIS DOCUMENT INCORPORATES TECHNICAL AND/OR QUALITY REQUIREMENTS (IDENTIFIED BY AN 'R' OR AN 'I' NUMBER IN SECTION B) SET FORTH IN FULL TEXT IN THE DLA MASTER LIST OF TECHNICAL AND QUALITY REQUIREMENTS FOUND ON THE WEB AT:

<http://www.dla.mil/HQ/Acquisition/Offers/eProcurement.aspx>. FOR SIMPLIFIED ACQUISITIONS, THE REVISION OF THE MASTER IN EFFECT ON THE SOLICITATION ISSUE DATE OR THE AWARD DATE CONTROLS. FOR LARGE ACQUISITIONS, THE REVISION OF THE MASTER IN EFFECT ON THE RFP ISSUE DATE APPLIES UNLESS A SOLICITATION AMENDMENT INCORPORATES A FOLLOW-ON REVISION, IN WHICH CASE THE AMENDMENT DATE CONTROLS.

## Part 12 Clauses

### 52.212-4 CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS (OCT 2018) FAR

### 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS (OCT 2018) FAR

As prescribed in 12.301(b)(4), insert the following clause:

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

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).

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

(4) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004)(Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

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

[Contracting Officer check as appropriate].

☒ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

☒ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509)).

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

(4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2016) (Pub. L. 109-282) (31 U.S.C. 6101 note).

(5) Reserved.

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

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

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

(9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).

(10) Reserved.

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

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

(12)(i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

(ii) Alternate I (Jan 2011) of 52.219-4.

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**Part 12 Clauses (CONTINUED)**

- (13) Reserved
- (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2011) (15 U.S.C. 644).
- (ii) Alternate I (Nov 2011).
- (iii) Alternate II (Nov 2011).
- (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).
- (ii) Alternate I (Oct 1995) of 52.219-7.
- (iii) Alternate II (Mar 2004) of 52.219-7.
- (16) 52.219-8, Utilization of Small Business Concerns (Nov 2016) (15 U.S.C. 637(d)(2) and (3)).
- (17)(i) 52.219-9, Small Business Subcontracting Plan (Jan 2017) (15 U.S.C. 637(d)(4)).
- (ii) Alternate I (Nov 2016) of 52.219-9.
- (iii) Alternate II (Nov 2016) of 52.219-9.
- (iv) Alternate III (Nov 2016) of 52.219-9.
- (v) Alternate IV (Nov 2016) of 52.219-9.
- (18) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).
- (19) 52.219-14, Limitations on Subcontracting (Jan 2017) (15 U.S.C. 637(a)(14)).
- (20) 52.219-16, Liquidated Damages --Subcon-tracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657 f).
- (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).
- (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) (15 U.S.C. 637(m)).
- (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Dec 2015) (15 U.S.C. 637(m)).
- X** (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- X** (26) 52.222-19, Child Labor --Cooperation with Authorities and Remedies (Jan 2018) (E.O. 13126).
- X** (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- X** (28) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).
- X** (29) 52.222-35, Equal Opportunity for Veterans (Oct 2015)(38 U.S.C. 4212).
- (30) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
- (31) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).
- (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- X** (33)(i) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).
- (ii) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- (34) 52.222-54, Employment Eligibility Verification (Oct 2015). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA -Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- (36) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).
- (37) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).
- (38)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).
- (ii) Alternate I (Oct 2015) of 52.223-13.
- (39)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).
- (ii) Alternate I (Jun 2014) of 52.223-14.
- (40) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).
- (41)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).
- (ii) Alternate I (Jun 2014) of 52.223-16.

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- X** (42) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).
- (43) 52.223-20, Aerosols (Jun 2016) (E.O. 13693).
- (44) 52.223-21, Foams (Jun 2016) (E.O. 13693).
- (45)(i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).
- (ii) Alternate I (JAN 2017) of 52.224-3.
- (46) 52.225-1, Buy American --Supplies (May 2014) (41 U.S.C. chapter 83).
- (47)(i) 52.225-3, Buy American --Free Trade Agreements --Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
- (ii) Alternate I (May 2014) of 52.225-3.
- (iii) Alternate II (May 2014) of 52.225-3.
- (iv) Alternate III (May 2014) of 52.225-3.
- (48) 52.225-5, Trade Agreements (Oct 2016) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- (49) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- (50) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- (51) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- (52) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- (53) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- (54) 52.232-30, Installment Payments for Commercial Items (Jan 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- X** (55) 52.232-33, Payment by Electronic Funds Transfer --System for Award Management (Jul 2013) (31 U.S.C. 3332).
- (56) 52.232-34, Payment by Electronic Funds Transfer --Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).
- (57) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).
- (58) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
- (59) 52.242-5, Payments to Small Business Subcontractors (Jan 2017)(15 U.S.C. 637(d)(12)).
- (60)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).
- (ii) Alternate I (Apr 2003) of 52.247-64.
- (c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
- Contracting Officer check as appropriate.
- (1) 52.222-17, Nondisplacement of Qualified Workers (May 2014)(E.O. 13495).
- (2) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67).
- (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards --Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment --Requirements (May 2014) (41 U.S.C. chapter 67).
- (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services --Requirements (May 2014) (41 U.S.C. chapter 67).
- (8) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).
- (9) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).
- X** (10) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792).
- (11) 52.237-11, Accepting and Dispensing of \$1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).

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## Part 12 Clauses (CONTINUED)

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records --Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause --

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

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

(iii) 52.219-8, Utilization of Small Business Concerns (Nov 2016) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iv) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (I) of FAR clause 52.222-17.

(v) 52.222-21, Prohibition of Segregated Facilities (Apr 2015)

(vi) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).

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

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

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

(x) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(xi) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67).

(xii) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O 13627). Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O 13627).

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

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

(xv) 52.222-54, Employment Eligibility Verification (Oct 2015) (E.O. 12989).

(xvi) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).

(xvii) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).

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

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

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

(xx) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

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## Part 12 Clauses (CONTINUED)

(xxi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

## CLAUSES ADDED TO PART 12 BY ADDENDUM

**252.203-7000 REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (OCT 2016) DFARS**

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

**52.204-7 SYSTEM FOR AWARD MANAGEMENT (OCT 2018) FAR**

**52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018) FAR**

**52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014) FAR**

**52.204-23 PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES (JUL 2018) FAR**

As prescribed in 4.2004, insert the following clause:

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

*Covered article* means any hardware, software, or service that --

- (1) Is developed or provided by a covered entity;
- (2) Includes any hardware, software, or service developed or provided in whole or in part by a covered entity; or
- (3) Contains components using any hardware or software developed in whole or in part by a covered entity.

*Covered entity* means --

- (1) Kaspersky Lab;
- (2) Any successor entity to Kaspersky Lab;
- (3) Any entity that controls, is controlled by, or is under common control with Kaspersky Lab; or
- (4) Any entity of which Kaspersky Lab has a majority ownership.

(b) *Prohibition*. Section 1634 of Division A of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91) prohibits Government use of any covered article. The Contractor is prohibited from --

- (1) Providing any covered article that the Government will use on or after October 1, 2018; and
- (2) Using any covered article on or after October 1, 2018, in the development of data or deliverables first produced in the performance of the contract.

(c) *Reporting requirement*. (1) In the event the Contractor identifies a covered article provided to the Government during contract performance, or the Contractor is notified of such by a subcontractor at any tier or any other source, the Contractor shall report, in writing, to the Contracting Officer or, in the case of the Department of Defense, to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (c)(1) of this clause:

- (i) Within 1 business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; brand; model number (Original Equipment Manufacturer (OEM) number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
- (ii) Within 10 business days of submitting the report pursuant to paragraph (c)(1) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of a covered article, any reasons that led to the use or submission of the covered article, and any additional efforts that will be incorporated to prevent future use or submission of covered articles.

(d) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts, including

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subcontracts for the acquisition of commercial items.

(End of clause)

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

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

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

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

**H06 UNILATERAL INDEFINITE-DELIVERY CONTRACT BELOW THE SIMPLIFIED ACQUISITION THRESHOLD (JUN 2017)**

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

**52.232-25 PROMPT PAYMENT (JAN 2017) FAR**

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

**252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS (JUN 2012) DFARS**

**52.233-1 DISPUTES (MAY 2014) FAR**

**52.233-3 PROTEST AFTER AWARD (AUG 1996) FAR**

**52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (OCT 2018) FAR**

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

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

As prescribed in [52.107\(b\)](#), insert the following clause:

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

FAR: <https://www.acquisition.gov/?q=browsefar>

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

DLAD: <http://www.dla.mil/HQ/Acquisition/Offers/DLAD.aspx>

(End of clause)

**252.225-7048 EXPORT CONTROLLED ITEMS (JUN 2013) DFARS**

## Attachments

### List of Attachments

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ATTACH_Attach2_SOI	Attach2_ Schedule of

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## Part 12 Provisions (CONTINUED)

### Part 12 Provisions

#### 52.212-1 INSTRUCTIONS TO OFFERORS - COMMERCIAL ITEMS (OCT 2018) FAR

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“Sensitive technology” --

- (1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically --

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(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act ([50 U.S.C. 1702\(b\)\(3\)](#)).

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

(1) Means a small business concern --

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

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

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

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

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

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

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

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

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

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

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

“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.

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

“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 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 SAM website.

(2) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through <http://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of this offer that the representations and

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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 (t) of this provision that the offeror has completed for the purposes of this solicitation only, if any.

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on SAM.]

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

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

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

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

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

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

(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.

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

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

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

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

(i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office,

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or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

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

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

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

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

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

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

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

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

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

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

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

(2) Foreign End Products:

Line Item No.	Country of Origin

[List as necessary]

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

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

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product," "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American --Free Trade Agreements -Israeli Trade Act."

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

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

Other Foreign End Products:

Line Item No.	Country of Origin

[List as necessary]

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

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

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

Canadian End Products:

Line Item No.

[List as necessary]

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

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

Canadian or Israeli End Products:

Line Item No.	Country of Origin

[List as necessary]

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

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian,

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Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":

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

Line Item No.	Country of Origin

[List as necessary]

- (5) Trade Agreements Certificate. (Applies only if the clause at FAR [52.225-5](#), Trade Agreements, is included in this solicitation.)
- (i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."
- (ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.
- Other End Products:

Line Item No	Country of Origin

[List as necessary]

- (iii) The Government will evaluate offers in accordance with the policies and procedures of FAR [Part 25](#). For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.
- (h) Certification Regarding Responsibility Matters (Executive Order 12689). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals --
- (1) ☐ Are, ☐ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
- (2) ☐ Have, ☐ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;
- (3) ☐ Are, ☐ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and
- (4) ☐ Have, ☐ have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied.
- (i) Taxes are considered delinquent if both of the following criteria apply:
- (A) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
- (B) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
- (ii) Examples.
- (A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.



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(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 .]

(1) Listed end products.

Listed End Product	Listed Countries of Origin

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

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

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

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

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

(2) ☐ Outside the United States.

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

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

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

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR [22.1003-4\(c\)\(2\)](#)) 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

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

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

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

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

(l) Taxpayer Identification Number (TIN) ([26 U.S.C. 6109](#), [31 U.S.C. 7701](#)). (Not applicable if the offeror is required to provide this information to the SAM database to be eligible for award.)

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

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

(3) Taxpayer Identification Number (TIN).

☐ TIN: \_\_\_\_\_.

☐ TIN has been applied for.

☐ TIN is not required because:

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

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

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

(4) Type of organization.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

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

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other \_\_\_\_\_.

(5) Common parent.

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

☐ Name and TIN of common parent:

Name \_\_\_\_\_.

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

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

(n) Prohibition on Contracting with Inverted Domestic Corporations.

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

(2) Representation. The Offeror represents that --

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

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

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

(1) The offeror shall e-mail questions concerning sensitive technology to the Department of State at [CISADA106@state.gov](mailto:CISADA106@state.gov).

(2) Representation and Certifications. 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

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## Part 12 Provisions (CONTINUED)

may be imposed under section 5 of the Iran Sanctions Act; and

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

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

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

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

Immediate owner CAGE code: \_\_\_\_.

Immediate owner legal name: \_\_\_\_.

(Do not use a "doing business as" name)

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

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

Highest-level owner CAGE code: \_\_\_\_.

Highest-level owner legal name: \_\_\_\_.

(Do not use a "doing business as" name)

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

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

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

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

(2) The Offeror represents that --

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

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

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

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

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

Predecessor CAGE code: (or mark "Unknown")

Predecessor legal name:

(Do not use a "doing business as" name)

(s) [Reserved].

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

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

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

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**Part 12 Provisions (CONTINUED)**

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

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

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

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

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

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

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

(End of provision)

**PROVISIONS ADDED TO PART 12 BY ADDENDUM**

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

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

**L06 AGENCY PROTESTS (DEC 2016)**

## **CONTINUATION OF BLOCKS FROM SF 1449**

### **Block 8**

Offer Due Date/Local Time: February 19, 2019 at 10:00 AM Hawaii Time Zone

### **Block 9**

**OFFER DUE DATE** -- Quotes shall be received on or before the deadline of **February 19, 2019, at 10:00 am Hawaii Standard Time (HST).**

**Quotes shall be submitted by email only. Faxed quotes will not be accepted.** Quote shall be emailed to: Mickey Skiles at [mickey.skiles@dla.mil](mailto:mickey.skiles@dla.mil) and [amy.wong@dla.mil](mailto:amy.wong@dla.mil) on or before the deadline.

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

Contract Specialist  
Mickey Skiles  
(808) 474-2946  
[Mickey.skiles@dla.mil](mailto:Mickey.skiles@dla.mil)

Contracting Officer  
Amy Wong  
(808) 474-2944  
[Amy.wong@dla.mil](mailto:Amy.wong@dla.mil)

The Email Subject Line shall be titled as follows:

Subject: Request for Quote SPE302-18-R-0004 \_Name of Vendor  
Example: **Request for Quote SPE302-18-R0004 \_Big Red Company**

### **Block 10**

**NAICS: 311812**

**Size Standard: 1,000 Employees**

### **Block 17a**

- Offeror's assigned Data Universal Numbering System (DUNS) Number: \_\_\_\_\_
- Offeror's assigned Contractor and Government Entity (CAGE) Code: \_\_\_\_\_
- Fax Number(s): \_\_\_\_\_
- Email Address: \_\_\_\_\_

(If you do not have a DUNS number, contact the individual identified in Block 7a of the SF 1449 or see 52.212-1, Instructions to Offerors—Commercial Items (paragraph j) for information on contacting Dun and Bradstreet.)

### **Block 17b**

Remittance Address: (if different from Contractor/Offeror address in block 17a of the SF 1449.)

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**Blocks 19-22**

See Statement of Work (SOW) and Schedule of Items (SOI)

**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 numbers, and emails for each authorized negotiator.

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**CAUTION NOTICE**

This procurement is being solicited under the Federal Acquisition Regulations ("FAR") 13-Simplified Procedures and will utilize simplified procedures for soliciting competition, evaluating offers, and awarding the contract. This procurement is being solicited as an "Unrestrictive". Solicitation SPE302-19-Q-5001 is designed to place Market Ready Fresh Bread and Bakery, all fully competitive, on contract for various Department of Defense (DoD) Land Customers located in the Anchorage, Alaska area to include:

Elmendorf Air Force Base  
Fort Richardson  
Alaska Job Corps Center.

The resultant contract will be a fixed price Indefinite Delivery Contract (IDC) for an indefinite quantity, within stated limits, of specific supplies or services to be furnished during a fixed period, with deliveries to be scheduled by placing orders with the contractor (FAR 16.504(a)). The duration of the contract is for a term of 60 months (five year period) with four (4) separate pricing tiers; the pricing will remain firm fixed for each pricing tier. The first pricing tier shall begin on the award start date and be for a 24 month period (March 17, 2019 – March 13, 2021). The second pricing tier shall be for the 12 months performance period (March 14, 2021– March 12, 2022). The third pricing tier shall be for the 12 months performance period (March 13, 2022– March 11, 2023). The forth pricing tier shall be for the 12 months performance period (March 12, 2023– March 09, 2024).

This solicitation contains the estimated **bread and bakery** requirements for customers in Anchorage, Alaska as follows:

Army, Air Force, and Alaska Job Corps

**APPLICABLE SOURCE RESTRICTION:** The Berry Amendment, contained in Defense Federal Acquisition Regulation Supplement ("DFARS") 252.225-7012 and included in the instant solicitation, is applicable. This regulation mandates that all food items, including Bread and Bakery, provided under the instant solicitation and resulting contract be produced and manufactured in the United States.

**IMPORTANT:** The Government intends to make award, based on initial offers, to the responsible offeror that conform(s) to the solicitation requirements and offer(s) the lowest aggregate price. Please be aware



that any proposal submitted in response to this solicitation MUST comply fully with its terms and conditions.

All proposals must contain all pertinent information required by the solicitation. Said information will be reviewed by the Contracting Officer for completeness and accuracy. Providing an incomplete proposal and/or inaccurate information may result in the proposal being deemed technically unacceptable by the Contracting Officer. If such a determination is made, the technically unacceptable proposal will be immediately removed from competition and therefore ineligible for the award.

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

### **STORES (Purchase Order is Term used for STORES Orders)**

The automated STORES will be used to the maximum extent practical on the resultant contract(s) from this solicitation. Orders will be sent via a computer-generated fax (STORES order). In order to facilitate the receipt and payment process, there is specific information contained on the STORES 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 (EDI):**

All suppliers are required to process invoices electronically, either by EDI or through STORES. 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. Alternatives available are:

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 STORES/BSM Reconciliation (Recon) Tool web application is used to submit your invoices electronically. This system can be found on the DLA TROOP SUPPORT web page for Subsistence, [https://www.stores.dla.mil/stores\\_web/default.aspx](https://www.stores.dla.mil/stores_web/default.aspx). 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 or use the Recon Training Tool. **One of the above methods must be used as paper invoices are no longer a viable option.**

A sample STORES order is illustrated below 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 STORES order, and the information needs to be transferred to the invoice.

1. Contract Number - e.g. SPE302-18-D-W001 (on attached sample). This number will remain constant throughout the life of the contract.
2. Call Number - e.g. 0006 (Lap ID number of the purchase order). This number will change with every order.
3. Lead Contract Line Item Number (CLIN) - e.g. 19 (This is the item number on the STORES purchase order). This number will change with every order.
4. STORES Purchase Order Number - e.g. W81YMG13060865. This number will change with every order.
5. Required Delivery Date (RDD) - e.g. 5/3/18. 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:	W81YMG13060865
Contract Number:	SPE30218DW001
Vendor:	VENDOR NAME
Call Number:	0006
Ordering Point:	W81YMG
Ship To DoDAAC:	W81YMG
RDD:	5/3/2018
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"/>	19	FT1234913203	892001E114646 24415		BREAD, WHITE, FRESH, PAN BAKED, SANDWICHED ENRICHED 16 OZ PG	PG	1	PG	\$1.13	12		\$13.56	
<input type="checkbox"/>	20	FT123490913204	892001E115994 53067 21321		BREAD, WHOLE WHEAT, FRESH, PAN BAKED, ROUND TOP, 24 OZ PG	PG	1	PG	\$1.98	10		\$19.80	
<input type="checkbox"/>	21	FT123490913206	892001E119580 1220		ROLLS, HAMBURGER,								

				FRESH, SLICED WHITE, W/ SESAME SEEDS, 12 PER 23 OZ PG	PG	1	PG	\$1.8 8	10		\$18.80	
<b>Total:</b>											<b>\$52.16</b>	

### **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 OFFEROR**

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.

Each offeror is required to submit the following with its quote:

1. AIB Documentations, each third party warehouse audit (i.e. AIB Certifications, other State or Federal sanitation inspection). For additional information/requirements see Quality Requirements section, herein.
2. A copy of current Wholesale Price List
3. Sign and Return any/all amendments
4. Return one (1) complete copy of the solicitation
5. A completed copy of the Schedule of Item Spreadsheet

Each offeror should also:

1. Review the Addendum to FAR 52.212-1 (Instructions to Offerors – Commercial Items), FAR 52.212-2 (Evaluation – Commercial Items), and FAR 52.212-4 (Contract Terms and Conditions – Commercial Items)
2. Complete Standard Form 1449: 17a, 30a, b and c
3. Complete all Supplies/Prices “Schedule of Items” sheets (Offered Prices) and Qualifications
4. Complete the CAGE Code and DUNS
5. Complete all of the following and any additional Offeror Representations and Certifications:
  - AUTHORIZED NEGOTIATORS
  - FAR 52.212-3 Offeror Representations and Certifications -- Commercial Items. (Standard Form 1449)
  - DFARS 252.209-7999 Representation by Corporations Regarding an Unpaid Delinquent Tax Liability or a Felony Conviction under any Federal Law.
  - FAR 52.215-6 PLACE OF PERFORMANCE
6. ALL VENDORS MUST BE REGISTERED IN THE SYSTEM FOR AWARD MANAGEMENT (SAM) TO RECEIVE AN AWARD. SEE CLAUSE 52.212-4(t)

**GO TO [HTTPS://WWW.SAM.GOV](https://www.sam.gov) FOR DETAILS**

**Please submit the CAGE Code: \_\_\_\_\_**

**NOTE: The list of quote submission requirements is for convenience purposes only. This list is not intended to be all-inclusive. Offerors are responsible for carefully reviewing the entire solicitation to ensure they submit all information required by the solicitation.**

## **STATEMENT OF WORK**

### **I. SUPPLIES OR SERVICES AND PRICES**

#### **1. INTRODUCTION**

A. The Defense Logistics Agency (DLA Troop Support) intends to support the needs of its customers by entering into one (1) Indefinite Delivery Contract (IDC) to supply fresh **Bread and Bakery Items** to Troops in **Anchorage, Alaska**. This procurement is being processed under the authority of **FAR 13** Simplified Acquisition Procedures. The resultant award will be an **“Unrestrictive”** procurement using NAICS Code 311812, Size Standard 1000. Offerors are required to offer on all items in the Schedule of Items; failure to do so may result in exclusion from award. This solicitation contains the estimated Bread and Bakery Items for the following customers in Anchorage, Alaska as follows:

#### **Army, Air Force, and Alaska Job Corps**

NOTE: Customers may be added or deleted during the period of the contract.  
(SEE CONTRACT ADMINISTRATION DATA SECTION, ADDITIONAL CUSTOMERS FOR DETAILS)

B. The resultant contract will be a fixed price Indefinite Delivery Contract (IDC) for an indefinite quantity, within stated limits, of specific supplies or services to be furnished during a fixed period, with deliveries to be scheduled by placing orders with the contractor (FAR 16.504(a)). **The duration of the contract is for a term of 60 months (five (5) year period with four separate pricing tiers; the pricing will remain firm fixed for each pricing tier.**

The first pricing tier shall begin on the award start date and be for a 24 month period (March 17, 2019 – March 13, 2021).

The second pricing tier shall be for the 12 months performance period (March 14, 2021– March 12, 2022).

The third pricing tier shall be for the 12 months performance period (March 13, 2022– March 11, 2023).

The forth pricing tier shall be for the 12 months performance period (March 12, 2023– March 09, 2024).

#### **EFFECTIVE PERIOD OF CONTRACT/ORDERING/PERFORMANCE PERIOD:**

A contract resulting from this solicitation will become effective on the date of award.

The contract award is deemed effective when notification is mailed, transmitted, or otherwise provided and received by the contractor. **The ordering period of the contract shall commence with placement of the first customer order, on or after Sunday, March 17, 2018 through Saturday, March 9, 2024 and delivery of any order will be completed on or before Friday, March 15, 2024.**

C. Delivery – Items should be routinely delivered in accordance with a 48 hour (skip day) delivery. The current delivery schedule for each location is set forth in the Schedule of Deliveries section.



## 2. **GUARANTEED MINIMUM/MAXIMUM**

- A. The guaranteed minimum on the resultant contract is **\$10,000.00**. The maximum estimated cumulative 60 months dollar value is **\$250,000.00**.

## 3. **PRICING**

- A. The Schedule of Items in Attachment #2 represents 100% of the estimated dollar value of this procurement for the sixty (60) month period. Offerors must submit pricing information on the pricing spreadsheet (Tier 1 Tier 2, Tier 3 and Tier 4). The pricing will remain firm fixed for each pricing tier.
- B. Offerors are required to submit a copy of their current Wholesale Price List, Catalog Price Schedule or other documents containing commercial pricing information.
- C. Prices shall be FOB Destination only.
- D. 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. Additionally, the Wholesale Price should be completed in Attachment #2 (Column "E"). Please do not submit a separate list of information especially prepared for this solicitation; the pricing catalog, complete with cross-references, is requested.
- E. 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").

For example, a price of \$2.215 or higher must be rounded up to \$2.22 and a price of \$2.214 or lower must be rounded down to \$2.21. In addition, the system requires that prices be fixed for a certain period of time as specified in the solicitation.

- F. All prices are the current price when the customer places the order.

## 4. **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. Anticipated quantities/sales from new customers may not exceed the \$250,000.00 contract 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.

**5. 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).

**6. 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 waives informalities and minor irregularities in offers received. If discussions are held, 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 Quote Revisions. Information not submitted to the DLA TROOP SUPPORT Contracting Officer by the specified date and time will not be considered by the Government during final evaluations.

**7. 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.

**8. SCHEDULE OF ITEMS (SOI)**

- A. If a customer desires to order a bread 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 of \$250,000.00.**
- 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. For evaluation purposes, the Government reserves the right to remove any items, absent an amendment, from the Schedule of Items 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.

Attached to this solicitation is the Schedule of Items (SOI) Excel spreadsheet to submit requested information. Please make sure to read these instructions to fill out the SOI spreadsheet correctly.

1. SOI has one tab for each tier included in this solicitation as follows:
  - a. Tab 1: Tier 1 Pricing
  - b. Tab 2: Tier 2 Pricing
  - c. Tab 3: Tier 3 Pricing
  - d. Tab 4: Tier 4 Pricing
2. The Government has provided you with the customers' requirements and auto calculations as follows:
3. Offerors are expected to complete all the information requested as follows for each item:

**Government has provided you with the customer's requirements and auto calculations as follows:**

Column Name	Description
Item	Item Number
Item Name/Description	The Government's format begins with a broad category and then continues with a more general description. For example, a 16 ounce loaf of whole wheat bread would be described as "Bread, Whole Wheat, Fresh, pan baked, round top".
Minimum PKG Size	This column describes the minimum package size acceptable by customers.
Estimated Usage	This column represents the estimated number of Oz to be ordered for each period to include Tier 1, Tier 2 and Tier 3.
Price per LBS	This column auto calculates the Price per LBS as follow: (Price per PKG/PKG Size in oz.)*16 oz. = Price per LBS
Total Price per LBS	This column auto calculates the Sub-Total as follow: Price per LBS*Estimate LBS=Sub-Total per estimated LBS

The Government will not be responsible for any failure attributable to the transmission or receipt of the Email offer.

**Offerors are expected to complete all the information requested as follows for each item:**

Column Name	Description
Product Code	<i>Company Product Code or UPC.</i>
Count per PKG	Indicate the count per package.
PKG Size in OZ	Indicate the package size in ounces.
Price per PKG	Offerors should submit prices by the "Package Price (PKG) and the spreadsheet includes an auto calculation to convert the specified package size/price to the price per pound (LB). The price per "LB" will be used for evaluation of offers; however, the price per "PKG" will be used for ordering/billing.
Wholesale Price	Indicate the wholesale price from the customer Wholesale Price List
Remarks	Write any comment you have for that specific item, such as: different size offered that does not meet minimum requirement, no bid on this item, difference in the item name/description, etc.

**THIS SPREADSHEET MUST BE USED TO INSERT THE REQUIRED PRICING DATA. ALL FIELDS IN THE SPREADSHEET MUST BE COMPLETED AND MUST BE INCLUDED ALONG WITH THE EMAILED DELIVERED OFFER.**

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

## **9. CONTRACTOR'S CODING SYSTEM**

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.

## **10. GOVERNMENT QUALIFICATIONS**

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 IF DELETION WILL BE IN THE GOVERNMENT'S BEST INTEREST.

## **11. OFFEROR QUALIFICATIONS** (Qualifications Pertains to any conditions, deviations, or contingencies upon which offered prices are based).

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INDICATE YOUR REGULARLY SCHEDULED NON-BAKE /NON-DELIVERY DAYS:

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

EDI/GS ID Code (if applicable): \_\_\_\_\_

Note: All Troop Support customers are currently processing orders and receipts through EBS.

Provide the following information for ordering, invoicing and payment purpose:

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

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

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

Point(s) of Contact for **INVOICING PAYMENT** \_\_\_\_\_

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

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

## II. ORDERING, DELIVERIES AND PERFORMANCE

### 1. ORDERING SYSTEM

- A. **Subsistence Total Order and Receipt Electronic System (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 Electronic Data Interchange ("EDI") 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 Bread and bakery requirements through STORES.
- C. 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.
- D. 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)
  - STORES Order
  - Functional Acknowledgment
  - Receipt
  - Invoice (optional at this time)
- E. It is mandatory that the successful vendor has access to the Internet. It is preferred they are able to send and receive electronic mail (email).
- F. **Unit prices and extended prices must be formatted not more than two (2) places to the right of the decimal point. Standard rounding methods must be observed. For example, a price of \$4.574 or lower must be rounded down to \$4.57 and a price of \$4.575 or higher must be rounded up to \$4.58.**
- G. 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 16 ounce loaf of whole wheat bread would be described as "Bread, Whole Wheat, Fresh, pan baked, round top, 16 oz. pg."

### 2. ORDER PLACEMENT

- A. **Minimum order:** When the Government requires supplies or services covered by this contract in an amount of **less than \$50.00**, the Government is not obligated to purchase, nor



is the contractor obligated to furnish, those supplies or services under the contract.

The delivery order(s) shall specify delivery(ies) **no less than 48 hours** from the date of issuance of the delivery order. Changes and/or cancellations to delivery order(s) may be made by giving contractor **no less than 24 hour notice** to be computed from time of receipt by the contractor of the written or oral change(s) or cancellation(s).

- B. 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 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 of this Solicitation.
- C. 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 vendor shall either offer the customer a substitute of equal or higher quality and of equal or lower cost, or advise the customer of its Not-in-Stock position.
- D. 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.
- E. All pricing is at the time the order is placed. There shall only be one invoice per STORES order and only one STORES 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.

### 3. STORES ORDER

There shall only be one invoice per STORES order and only one STORES 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 STORES order.

### 4. TERMS OF INDEFINITE DELIVERY CONTRACT

The resultant contract will be a fixed price Indefinite Delivery Contract (IDC) for an indefinite quantity, within stated limits, of specific supplies or services to be furnished during a fixed period, with deliveries to be scheduled by placing orders with the contractor (FAR 16.504(a)). The duration of the contract is for a term of 60 months (five year period) with four (4) separate pricing tiers; the pricing will remain firm fixed for each pricing tier. The first pricing tier shall begin on the award start date and be for a 24 month period (March 17, 2019 – March 13, 2021). The second pricing tier shall be for the 12 months performance period (March 14, 2021– March 12, 2022). The third pricing tier shall be for the 12 months performance period (March 13, 2022– March 11, 2023). The forth pricing tier shall be for the 12 months performance period (March 12, 2023– March 09, 2024).

## **5. 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 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 (see Delivery Points /Schedule).
- C. Deliveries are required as indicated and between the hours listed on the delivery under Times/Frequency. Occasionally, delivery times may need to be readjusted by the ordering activity.
- D. The customer will be responsible to notify the contractor of any changes in location or departure date.
- E. The contractor warrants that they will provide a person and telephone number where orders and changes can be received between 9:00 am and 4:00 pm, Monday through Saturday.

## **6. DELIVERY VEHICLE REQUIREMENTS**

- A. Supplies transported in vehicles that are not sanitary, or that have not maintained the proper temperatures, may be rejected at destination without further inspection.
- B. Shipping containers shall be in compliance with the National Motor Freight Classification and Uniform Freight Classification Code.

## **7. NO SUBSTITUTIONS**

- A. If an item is not available, vendor is NOT to substitute an item without having a separate STORES 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 order.
- B. The customer must 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.
- C. The customer must 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.

- D. 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.

## **8. 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	Labor Day
Martin Luther King's Birthday	Columbus Day
President's Day	Veteran's Day
Memorial Day	Thanksgiving Day
Independence 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.

## **9. EMERGENCY ORDERS**

- A. In order to adequately support emergency orders, the vendor must have the ability to provide "same day service" to a customer that is experiencing an emergency situation. THE CONTRACTOR SHALL, WITHIN THREE (3) HOURS AFTER NOTICE THEREOF, DELIVER THE ITEM OR ITEMS TO SUCH CUSTOMER IN THE QUANTITIES SPECIFIED BY THE ORDERING OFFICER.
- 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.

## **10. 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.
9. Any other conditions not specified above that are deemed to be valid reasons for return by the customer as approved by the Contracting Officer.

## **11. 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.

## **12. 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, STORES order number, government unit of issue. Total quantity shall be based on Government unit of issue.
- C. A copy of the 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. Items will be off-loaded from the contractor(s) vehicle(s) and contractor personnel will place items delivered inside the dining halls, etc.

## **III. PACKAGING, PACKING AND LABELING**

1. All packaging and packing shall be in accordance with good commercial practice. Customers of Products are to be delivered in commercial type containers (Disposable Boxes) which prevents crushing, as well as excess movement, of the product(s). Large size boxes capable of two (2) or more layers must include fiberboard strips from side to side and dividers from top to bottom for layered packing to prevent crushing of product(s). Boxes shall be filled to an acceptable level allowing for additional space to prevent crushing of the product(s). Single layer boxes are acceptable and must be filled to an acceptable level which will prevent crushing of the product(s). Shipping containers shall be in compliance with the National Motor Freight Classification and Uniform Freight Classification Code.
2. 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 to each destination's receiving officer and each destination's inspection agency prior to the first delivery. Labeling shall be in accordance with commercial labeling complying with the Federal Food, Drug, and Cosmetic Act and regulations promulgated there under.

3. All items must be adequately protected during inclement weather.

## IV. INSPECTION AND ACCEPTANCE

### 1. POINT OF INSPECTION AND ACCEPTANCE

- A. Inspection and Acceptance of products will be performed at destination. The inspection is normally limited to identity, count and condition; however, this may be expanded if deemed necessary by either the military Veterinary Inspector, Medical Personnel, or Contracting Officer.
- B. All deliveries are subject to military veterinary inspection. Contractor's delivery vehicles will stop and report to the veterinary inspection points as designated for inspection of its products before proceeding to any other designated delivery point. 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.

### 2. PRODUCT QUALITY

- A. 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**.
  1. Bread, Cakes, Doughnuts, Muffins, Pies and Rolls must be delivered no more than 24 hours after baking. Following a non-bake day/non-delivery day, these items must be delivered no more than 48 hours after baking.
  2. Brown and Serve Rolls must be delivered within 36 hours after production.
  3. Bakery products shall include mold inhibitors of the proper level as allowed by the Food and Drug Administration (FDA).
- B. "Frozen Product"- Items received from the mainland, slacked to shelf ready condition, and distributed will not be subject to the 24-48 hour baking freshness requirement. The offeror must indicate which items are not freshly baked in the spreadsheet (SOI). Please note: the customer requirement is currently for fresh items, any alternate items including frozen product must be accepted by the customers. All frozen items must have seven (7) days of shelf life remaining.
- C. Commercial standards should be used to maintain temperatures appropriate for the individual items. Bakery products shall include mold inhibitors of the proper level as allowed by the FDA.

**NOTE:** All products shall be produced using good commercial practices, which will result in all items being delivered being able to be used for their intended use. All products shall be processed,

packaged, and packed in such a manner, to prevent crushing or damage to the product prior to delivery. Product MUST be allowed to cool sufficiently after baking so that condensation does not occur within the bags, which could result in molding of the product.

### **3. CONTRACTOR QUALITY PROGRAM**

The contractor should 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 is responsible to contract for independent third party warehouse audits for each proposed place of performance as part of any resultant contract. At a minimum, the third party audits are to take place annually and submitted to the contracting officer within 30 days calendar days of completion of audit. The vendor must achieve a passing score without major deficiencies in order to continue performance under any resultant contract. The vendor is to submit a copy of each third party warehouse audit (i.e., American Institute of Baking (AIB) certification other state or federal sanitation inspections) to the contracting officer prior to contract award. Failure to submit timely and complete audit reports may result in termination of the contract (Third party warehouse audits exclude Government agency audits). The vendor shall have in place the proper temperature controls in their warehouse to ensure product is stored at commercially acceptable temperature settings.

### **4. 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 (CFR), 21 CFR part 117 Subpart B - Current Good Manufacturing Practice, 21 CFR 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.

### **5. 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.

## 6. 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.

## 7. FOOD DEFENSE/FORCE PROTECTION

DLA Troop Support 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.

## 8. RAPID GATE/DBIDS

Many bases currently require enrollment in RapidGate and/or other security programs and will not allow entry without clearance. During the contract implementation period, the Contractor must contact all customer locations to determine whether enrollment in RapidGate or another security program is required for access to each location. If RapidGate or other security enrollment is required, the contractor must take all necessary steps to obtain this in time for the start of performance under this contract. Failure to have RapidGate 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

RapidGate enrollment and must ensure that a RapidGate enrolled driver is available for all deliveries. We currently estimate that RapidGate enrollment will cost about \$250 per company and \$200 per enrolled employee for 1 year of access to multiple locations, but the cost of RapidGate or other security enrollment may vary, so the contractor should contact RapidGate to determine its own costs. If more than one driver is required, RapidGate enrollment must be obtained for each driver. Note that enrollment can take several weeks, so an awardee that is not already enrolled must begin enrollment at the time of award notification at the latest. If difficulty or delay in enrollment in RapidGate is encountered during the implementation period, the contractor MUST contact RapidGate and/or the Security Officer at the applicable customer locations to resolve any issues with processing RapidGate enrollment so that the contractor will be able to deliver as required. For additional information regarding RapidGate, including enrollment instructions, please visit their website at <http://www.rapidgate.com>.

Applies to Joint Base Pearl Harbor Only: The Defense Biometric Identification System (DBIDS) is a DoD-owned and operated system, required for access to Joint Base Pearl Harbor – Hickam. Contractor must take all necessary steps to obtain this in a timely manner after award. Failure to have clearance may result in a vendor being turned away from the base and being unable to complete delivery. There is no cost for DBIDS enrollment.

## **9. 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.

## **10. 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.



## V. CONTRACT ADMINISTRATION DATA

### 1. 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.

### 2. 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 STORES/BSM Reconciliation (Recon) Tool website [https://www.stores.dla.mil/stores\\_web/](https://www.stores.dla.mil/stores_web/) (see pages 5 - 6).

**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. STORES 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 STORES 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 STORES/BSM Reconciliation (Recon) Tool invoicing website: To create an account, go to the website [https://www.stores.dla.mil/acct\\_mgr\\_tool/Login.asp](https://www.stores.dla.mil/acct_mgr_tool/Login.asp). and select New Account Request Form and follow the directions. 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.
- G. Vendor Reconciliation Tool - The STORES/BSM Reconciliation tool is available from the DLA Troop Support Subsistence Website at [https://www.stores.dla.mil/acct\\_mgr\\_tool/Login.asp](https://www.stores.dla.mil/acct_mgr_tool/Login.asp). 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.
- H. All vendors are required to obtain a Public Key Interface (PKI) certificate for each individual that will have access to the DLA Troop Support Reconciliation Tool.

### 3. 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 emailed to the DLA Troop Support Pacific, Procurement Office Hawaii's Group Email Address:**

**TroopSupportPacificProcurement-Hawaii@dlamail**

- 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>

#### **4. ADMINISTRATION**

- A. Administration of the contract will be performed by:
 

Defense Logistics Agency (DLA) Troop Support Indo-Pacific  
Procurement Office Hawaii (POH)  
1025 Quincy Ave., Suite 1000, Bldg 479 (2<sup>nd</sup> Floor)  
Pearl Harbor, HI 96860-4967
- 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 Pacific Contracting Officer must approve any changes to the contract.

#### **5. FOOD AND DRUG ADMINISTRATION (FDA) COMPLIANCE**

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 contiguous 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.

#### **6. NON-COMPETE PROVISION**

The offeror warrants that upon receiving the award, it will not actively promote, engage, or market any of the customers on this acquisition away from the resultant DLA Troop Support

contract and onto a bread and bakery subsistence contract of any other Government agency or commercial entity. This prohibition is in effect during the life of the resultant contract(s) and restricts competition in the specific area that is the subject of this acquisition. A violation of this term may result in the Contracting Officer not exercising any applicable option terms, documenting this action as part of the awardee's past performance data, and taking other appropriate recourse as permitted by law.

## 7. 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.

## SCHEDULE OF DELIVERIES

### 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 delivery order lead time.

### DELIVERIES WILL BE MADE TO:

Region I – Elmendorf AFB, Alaska		Delivery Time	Frequency
NO.	ACTIVITY		
1.	<b>Iditarod Dining Facility (FT9125) (FT9125)</b> Bldg. 8808 Craw Avenue Elmendorf AFB, AK 99506 Phone: TBD Email: TBD	0730-1500	3 Deliveries Per Week
2.	<b>Wilderness Inn DFAC (WFRSF4)</b> 5 <sup>th</sup> Street Bldg. 647 Fort Richardson, AK 99505 Phone: TBD Email: TBD	0730-1500	3 Deliveries Per Week

Region I – Elmendorf AFB, Alaska		Delivery	Frequency
NO.	ACTIVITY		
3.	<b>Gold Rush Inn DFAC (WFRDF4)</b>  Richardson Drive  Bldg. 655  Fort Richardson, AK 99505  Phone: TBD  Email: TBD	0730-1500	3 Deliveries Per  Week
4.	<b>Alaska Job Corp Center (160135) (160135)</b>  750 Cope Industrial Way  Palmer, AK 99645  Phone: TBD  Email: TBD	0730-1500	3 Deliveries Per  Week
5.	<b>3 MDG SGSD Nutritional Med Flight (FT5000) (FT5000)</b>  5955 Zeamar Street  Elmendorf, AK 99506  Phone: TBD  Email: TBD	0730-1500	3 Deliveries Per  Week
6.	<b>Dining Facility Elmendorf AFB (FT9125) (FT9126)</b>  Bldg. #1-836  7535 Sharp Avenue    Elmendorf AFB, AK 99506  Phone: TBD  Email: TBD	0730-1500	3 Deliveries Per  Week

Region I – Elmendorf AFB, Alaska		Delivery --	Frequency
NO.	ACTIVITY		
7.	<b>FSC Bremerton (FT9125) (FT6670)</b> Operation Arctic Care 2010 Bldg. 15510 Air Drop Avenue Elmendorf AFB, AK 99506 Phone: TBD Email: TBD	0730-1500	3 Deliveries Per Week
8.	<b>Fort Richardson Alaska (WC1JT7) (YFRDF5)</b> Bldg. 655 Fort Richardson, AK 99505 Phone: TBD Email: TBD	0730-1500	3 Deliveries Per Week
9.	<b>Deborah Rivera (WC1JT7) (YFRDF4)</b> Dining Facility Bldg. 647 Fort Richardson, AK 99505 Phone: TBD Email: TBD	0730-1500	3 Deliveries Per Week

## **VI. Proposal Submission Information, Solicitation Provisions**

### **Addendum to FAR 52.212-1, Instructions to Offerors -- Commercial Items**

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

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

See Standard Form 1449 (Continuation Sheet), Attachment -1, for any specific instructions on how to submit your offer if mailed, hand carried or faxed (when authorized).

Faxed offers **ARE NOT** authorized for this solicitation. **Please submit offers via Email.**

**OFFER DUE DATE** -- Quotes shall be received on or before the deadline of **February 19, 2019, at 10:00 am Hawaii Standard Time (HST).**

Quotes shall be submitted by email only. Faxed quotes will not be accepted. Quote shall be emailed to: Mickey Skiles at [mickey.skiles@dla.mil](mailto:mickey.skiles@dla.mil) and Amy Wong at [amy.wong@dla.mil](mailto:amy.wong@dla.mil) on or before the deadline.

The Email Subject Line shall be titled as follows:

Subject: Request for Quote SPE302-18-R-0004\_Name of Vendor

Example: Request for Quote SPE302-18-R0004\_Big Red Company

Quotes received after the deadline will be processed in accordance with the requirements located in FAR 52.212-1 (f).

Please email any questions to Mickey Skiles at [mickey.skiles@dla.mil](mailto:mickey.skiles@dla.mil) and Amy Wong at [amy.wong@dla.mil](mailto:amy.wong@dla.mil).

**Please make sure to read the instructions below to fill out the Schedule of Items (SOI) spreadsheet correctly. The offeror shall fill out white columns only. Ensure all (Attachment 2) Schedule of Supplies Spreadsheet Tabs are completed as follows:**

Tab 1 Tier 1 Pricing

Tab 2 Tier 2 Pricing

Tab 3 Tier 3 Pricing

Tab 4 Tier 4 Pricing

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

☒ Period of acceptance is 120 days.

**2. 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.

**3. Paragraph (h) multiple awards.**

☒ The Government intends to make a single award.

**Addendum to FAR 52.212-2, Evaluation -- Commercial Items**

The following paragraphs of 52.212-2 are amended as indicated below:

Evaluation -The Government will award a contract resulting from this solicitation to the responsible offeror is the **Lowest Price Technically Acceptable (LPTA)**. The Government reserves the right to conduct discussions in the event that any issues arise requiring negotiations as per FAR 52.212-1.

1. **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 per item, the estimated quantities in the Schedule of Items will be multiplied by the price per pound to determine each tier's sub-total price. Each item under the sub-total price will be added together to calculate the aggregate total price for all tiers. **Each offeror's total aggregate price will be evaluated to determine fair and reasonableness with the ultimate award decision being based on the Lowest Price Technically Acceptable (LPTA)**. 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).

2. **Technical Acceptability** – Each offer will be evaluated to determine technical acceptability. A quote that takes exception to solicitation terms and conditions or that fails to comply with all submission requirements may be deemed technically unacceptable and, thus, may be found ineligible, and removed from further consideration, for the award. By submitting a quote with no exceptions, an offeror is confirming it possesses the necessary facilities, equipment, technical skills and capacity to successfully provide all items required by this solicitation.

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

(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.

**FAR 52.215-6, Place of Performance (October 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 quote 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

### **Contract Clauses**

#### **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:**

(b) Changes.

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

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

(i) Method of shipment or packing;

(ii) Place, manner, or time of delivery.

(3) If such change causes an increase or decrease in the cost of, or time required for, performance for any part of the work under this contract, the Contracting Officer shall make equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.

(4) The Contractor must assert its right to an adjustment under this clause within thirty (30) days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a quote 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 (o), Warranty, is revised to add the following:**

The supplies furnished under the resultant contract 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 in accordance with FAR Clause 52.212-4(o) "Warranty".

**5. 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.

**6. Paragraph (t) System for Award Management.**

Add the following paragraph:

**1. Definitions.**

"System for Award Management (SAM) 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—

- (1) A code assigned by the Defense Logistics Information Service (DLIS) to identify a commercial or Government entity; or
- (2) 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 System for Award Management database” means that—

- (1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, and Contractor and Government Entity (CAGE) code into the SAM database;
- (2) The contractor has completed the Core Data, Assertions, Representations and Certifications, and Points of Contact sections of the registration in the SAM database.
- (3) The Government has validated all mandatory data fields to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service. The Contractor will be required to provide consent for TIN validation to the Government as part of the SAM registration process; and
- (4) The Government has marked the record “Active”.

#### 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 from **March 17, 2019 through March 9, 2024, not to exceed \$250,000.00, whichever occurs first.**

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

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

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

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

(End of Clause)

#### 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 March 15, 2024.

(End of Clause)

Offeror's Name:	
CAGE Code:	Complete all items.
DUNS Code:	

Tier 1 POP: 03/17/2019 through 03/13/2021												
Item#	Item Description	Minimum pkg size (ounce)	Specify Product Code	Specify Wholesale Price	Specify Count Per Pkg	Specify Total OZ's per PKG	Estimate Usage (24 months Total) Ordered	Initial Price per Pkg	Auto CALC Price Per Lb (1/g*16)	AUTO CALC Total Price (H*J) Estimate Usage	Lead Time	Remarks
000	Bread / Example Rolls / Example	16 oz per loaf 24 oz per PKG	12345 12346	\$2.30 \$3.00	1 6	16 24	1,000 500	\$2.00 \$3.00	\$2.00 \$2.00	\$2,000.00 \$1,500.00	72 hrs 72 hrs	Baked in Anchorage, AK Baked in Anchorage, AK
1	BREAD, WHITE, FRESH, SLICED, THICK, PAN BAKED, (FOR TEXAS TOAST), 24 OZ PG	24 oz per PKG					4,632		#DIV/0!	#DIV/0!		
2	BREAD, WHITE, FRESH, PAN BAKED, ROUND TOP, ENRICHED, 22 OZ PG	22 oz per PKG					608		#DIV/0!	#DIV/0!		
3	BREAD, RYE, FRESH, SLICED, PAN BAKED, SANDWICH, 24 OZ PG	24 oz per PKG					1,552		#DIV/0!	#DIV/0!		
4	BREAD, SOURDOUGH, FRESH, SLICED, 24 OZ EA	24 oz per loaf					24		#DIV/0!	#DIV/0!		
5	BREAD, WHEAT, FRESH, PAN BAKED, ROUND TOP, 24 OZ PG	24 oz per PKG					8,112		#DIV/0!	#DIV/0!		
6	ROLLS, HAMBURGER, FRESH, SLICED, WHITE, PAN BAKED, 12 PER 22 OZ PG	22 oz per PKG					1,748		#DIV/0!	#DIV/0!		
7	ROLLS, FRANKFURTER, FRESH, SLICED, WHITE, PAN BAKED, 12 PER 18 OZ PG	18 oz per PKG					5,142		#DIV/0!	#DIV/0!		
8	MUFFIN, ENGLISH, FRESH, 6 PER 13 OZ PG	13 oz per PKG					3,270		#DIV/0!	#DIV/0!		
9	ROLLS, HOAGIE/SUBMARINE, FRESH, 6 PER 16 OZ PG	16 oz per PKG					8,174		#DIV/0!	#DIV/0!		
10	ROLLS, HAMBURGER, FRESH, WHEAT, PAN BAKED 4.5 IN., 12 PER 30 OZ PG	30 oz per PKG					7,548		#DIV/0!	#DIV/0!		
11	BREAD, WHOLE GRAIN, FRESH, SLICED, 22 OZ PG	22 oz per PKG					7,860		#DIV/0!	#DIV/0!		
12	BREAD, RAISIN, FRESH, SLICED, PAN BAKED, 20 OZ PG	20 oz per PKG					2,392		#DIV/0!	#DIV/0!		
13	BREAD, HONEY OAT, FRESH, 24 OZ PG	24 oz per PKG					60		#DIV/0!	#DIV/0!		
14	BREAD, CINNAMON, FRESH, 20 OZ PG	20 oz per PKG					48		#DIV/0!	#DIV/0!		
15	ROLLS, HAMBURGER, FRESH, SLICED, WHITE, SEEDED, PAN BAKED, 12 PER 22 OZ PG	22 oz per PKG					256		#DIV/0!	#DIV/0!		
Total Aggregate Price:										#DIV/0!		

Offeror's Name: \_\_\_\_\_

CAGE Code: \_\_\_\_\_

DUNS Code: \_\_\_\_\_

Complete all items.

Tier 2 POP: 03/14/2021 through 03/12/2022												
Item#	Item Description	Minimum pkg size (ounce)	Specify Product Code	Specify Wholesale Price	Specify Count Per Pkg	Specify Total Oz's per PKG	Estimate Usage (12 months Total) Ordered	Initial Price per Pkg	Auto CALC Price Per Lb (/G*16)	AUTO CALC Total Price (H*J) Estimate Usage	Lead Time	Remarks
0	Bread / Example	16 oz per loaf	12345	\$2.30	1	16	1,000	\$2.00	\$2.00	\$2,000.00	72 hrs	Baked in Anchorage, AK
00	Rolls / Example	24 oz per PKG	12346	\$3.00	6	24	500	\$3.00	\$2.00	\$1,500.00	72 hrs	Baked in Anchorage, AK
1	BREAD, WHITE, FRESH, SLICED, THICK, PAN BAKED, (FOR TEXAS TOAST), 24 OZ PG	24 oz per PKG					2,316		#DNV/01	#DNV/01		
2	BREAD, WHITE, FRESH, PAN BAKED, ROUND TOP, ENRICHED, 22 OZ PG	22 oz per PKG					304		#DNV/01	#DNV/01		
3	BREAD, RYE, FRESH, SLICED, PAN BAKED, SANDWICH, 24 OZ PG	24 oz per PKG					776		#DNV/01	#DNV/01		
4	BREAD, SOURDOUGH, FRESH, SLICED, 24 OZ EA	24 oz per loaf					12		#DNV/01	#DNV/01		
5	BREAD, WHEAT, FRESH, PAN BAKED, ROUND TOP, 24 OZ PG	24 oz per PKG					4,056		#DNV/01	#DNV/01		
6	ROLLS, HAMBURGER, FRESH, SLICED, WHITE, PAN BAKED, 12 PER 22 OZ PG	22 oz per PKG					874		#DNV/01	#DNV/01		
7	ROLLS, FRANKFURTER, FRESH, SLICED, WHITE, PAN BAKED, 12 PER 18 OZ PG	18 oz per PKG					2,571		#DNV/01	#DNV/01		
8	MUFFIN, ENGLISH, FRESH, 6 PER 13 OZ PG	13 oz per PKG					1,635		#DNV/01	#DNV/01		
9	ROLLS, HOAGIE/SUBMARINE, FRESH, 6 PER 16 OZ PG	16 oz per PKG					4,087		#DNV/01	#DNV/01		
10	ROLLS, HAMBURGER, FRESH, WHEAT, PAN BAKED, 4.5 IN., 12 PER 30 OZ PG	30 oz per PKG					3,774		#DNV/01	#DNV/01		
11	BREAD, WHOLE GRAIN, FRESH, SLICED, 22 OZ PG	22 oz per PKG					3,930		#DNV/01	#DNV/01		
12	BREAD, RAISIN, FRESH, SLICED, PAN BAKED, 20 OZ PG	20 oz per PKG					1,196		#DNV/01	#DNV/01		
13	BREAD, HONEY OAT, FRESH, 24 OZ PG	24 oz per PKG					30		#DNV/01	#DNV/01		
14	BREAD, CINNAMON, FRESH, 20 OZ PG	20 oz per PKG					24		#DNV/01	#DNV/01		
15	ROLLS, HAMBURGER, FRESH, SLICED, WHITE, SEEDED, PAN BAKED, 12 PER 22 OZ PG	22 oz per PKG					128		#DNV/01	#DNV/01		
Total Aggregate Price:										#DNV/01		

Offeror's Name: \_\_\_\_\_

CAGE Code: \_\_\_\_\_

DUNS Code: \_\_\_\_\_

Complete all items.

Tier 3 POP: 03/13/2022 through 03/11/2023												
Item#	Item Description	Minimum pkg size (ounce)	Specify Product Code	Specify Wholesale Price	Specify Count Per Pkg	Specify Total Oz's per PKG	Estimate Usage (12 months Total) Ordered	Initial Price per Pkg	Auto CALC Price Per Lb (1/8"16)	AUTO CALC Total Price (Hrs) Estimate Usage	Lead Time	Remarks
0	Bread / Example	16 oz per loaf	12345	\$2.30	1	16	1,000	\$2.00	\$2.00	\$2,000.00	72 hrs	Baked in Anchorage, AK
00	Rolls / Example	24 oz per PKG	12346	\$3.00	6	24	500	\$3.00	\$2.00	\$1,500.00	72 hrs	Baked in Anchorage, AK
1	BREAD, WHITE, FRESH, SLICED, THICK, PAN BAKED, (FOR TEXAS TOAST), 24 OZ PG	24 oz per PKG					2,316		#DIV/0!	#DIV/0!		
2	BREAD, WHITE, FRESH, PAN BAKED, ROUND TOP, ENRICHED, 22 OZ PG	22 oz per PKG					304		#DIV/0!	#DIV/0!		
3	BREAD, RYE, FRESH, SLICED, PAN BAKED, SANDWICH, 24 OZ PG	24 oz per PKG					776		#DIV/0!	#DIV/0!		
4	BREAD, SOURDOUGH, FRESH, SLICED, 24 OZ EA	24 oz per loaf					12		#DIV/0!	#DIV/0!		
5	BREAD, WHEAT, FRESH, PAN BAKED, ROUND TOP, 24 OZ PG	24 oz per PKG					4,056		#DIV/0!	#DIV/0!		
6	ROLLS, HAMBURGER, FRESH, SLICED, WHITE, PAN BAKED, 12 PER 22 OZ PG	22 oz per PKG					874		#DIV/0!	#DIV/0!		
7	ROLLS, FRANKFURTER, FRESH, SLICED, WHITE, PAN BAKED, 12 PER 18 OZ PG	18 oz per PKG					2,571		#DIV/0!	#DIV/0!		
8	MUFFIN, ENGLISH, FRESH, 6 PER 13 OZ PG	13 oz per PKG					1,635		#DIV/0!	#DIV/0!		
9	ROLLS, HOAGIE/SUBMARINE, FRESH, 6 PER 16 OZ PG	16 oz per PKG					4,087		#DIV/0!	#DIV/0!		
10	ROLLS, HAMBURGER, FRESH, WHEAT, PAN BAKED, 4.5 IN., 12 PER 30 OZ PG	30 oz per PKG					3,774		#DIV/0!	#DIV/0!		
11	BREAD, WHOLE GRAIN, FRESH, SLICED, 22 OZ PG	22 oz per PKG					3,950		#DIV/0!	#DIV/0!		
12	BREAD, RAISIN, FRESH, SLICED, PAN BAKED, 20 OZ PG	20 oz per PKG					1,196		#DIV/0!	#DIV/0!		
13	BREAD, HONEY OAT, FRESH, 24 OZ PG	24 oz per PKG					30		#DIV/0!	#DIV/0!		
14	BREAD, CINNAMON, FRESH, 20 OZ PG	20 oz per PKG					24		#DIV/0!	#DIV/0!		
15	ROLLS, HAMBURGER, FRESH, SLICED, WHITE, SEEDED, PAN BAKED, 12 PER 22 OZ PG	22 oz per PKG					128		#DIV/0!	#DIV/0!		
Total Aggregate Price:										#DIV/0!		

Offeror's Name: \_\_\_\_\_  
CAGE Code: \_\_\_\_\_  
DUNS Code: \_\_\_\_\_

**Complete all items.**

Tier 4 POP: 03/12/2023 through 03/09/2024												
Item#	Item Description	Minimum pkg size (ounce)	Specify Product Code	Specify Wholesale Price	Specify Count Per Pkg	Specify Total OZ's per PKG	Estimate Usage (12 months Total) Ordered	Initial Price per Pkg	Auto CALC Price Per Lb (l/g*16)	AUTO CALC Total Price (l*J) Estimate Usage	Lead Time	Remarks
000	Bread / Example Rolls / Example	16 oz per loaf 24 oz per PKG	12345 12346	\$2.30 \$3.00	1 6	16 24	1,000 500	\$2.00 \$3.00	\$2.00 \$2.00	\$2,000.00 \$1,500.00	72 hrs 72 hrs	Baked in Anchorage, AK Baked in Anchorage, AK
1	BREAD, WHITE, FRESH, SLICED, THICK, PAN BAKED, (FOR TEXAS TOAST), 24 OZ PG	24 oz per PKG					2,316		#DIV/0!	#DIV/0!		
2	BREAD, WHITE, FRESH, PAN BAKED, ROUND TOP, ENRICHED, 22 OZ PG	22 oz per PKG					304		#DIV/0!	#DIV/0!		
3	BREAD, RYE, FRESH, SLICED, PAN BAKED, SANDWICH, 24 OZ PG	24 oz per PKG					776		#DIV/0!	#DIV/0!		
4	BREAD, SOURDOUGH, FRESH, SLICED, 24 OZ EA	24 oz per loaf					12		#DIV/0!	#DIV/0!		
5	BREAD, WHEAT, FRESH, PAN BAKED, ROUND TOP, 24 OZ PG	24 oz per PKG					4,056		#DIV/0!	#DIV/0!		
6	ROLLS, HAMBURGER, FRESH, SLICED, WHITE, PAN BAKED, 12 PER 22 OZ PG	22 oz per PKG					874		#DIV/0!	#DIV/0!		
7	ROLLS, FRANKFURTER, FRESH, SLICED, WHITE, PAN BAKED, 12 PER 18 OZ PG	18 oz per PKG					2,571		#DIV/0!	#DIV/0!		
8	MUFFIN, ENGLISH, FRESH, 6 PER 13 OZ PG	13 oz per PKG					1,635		#DIV/0!	#DIV/0!		
9	ROLLS, HOAGIE/SUBMARINE, FRESH, 6 PER 16 OZ PG	16 oz per PKG					4,087		#DIV/0!	#DIV/0!		
10	ROLLS, HAMBURGER, FRESH, WHEAT, PAN BAKED, 4.5 IN., 12 PER 30 OZ PG	30 oz per PKG					3,774		#DIV/0!	#DIV/0!		
11	BREAD, WHOLE GRAIN, FRESH, SLICED, 22 OZ PG	22 oz per PKG					3,930		#DIV/0!	#DIV/0!		
12	BREAD, RAISIN, FRESH, SLICED, PAN BAKED, 20 OZ PG	20 oz per PKG					1,196		#DIV/0!	#DIV/0!		
13	BREAD, HONEY OAT, FRESH, 24 OZ PG	24 oz per PKG					30		#DIV/0!	#DIV/0!		
14	BREAD, CINNAMON, FRESH, 20 OZ PG	20 oz per PKG					24		#DIV/0!	#DIV/0!		
15	ROLLS, HAMBURGER, FRESH, SLICED, WHITE, SEEDED, PAN BAKED, 12 PER 22 OZ PG	22 oz per PKG					128		#DIV/0!	#DIV/0!		
Total Aggregate Price:										#DIV/0!		