

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER 1000064850		PAGE 1 OF 8	
2. CONTRACT NO. SPE300-18-D-3195		3. AWARD/EFFECTIVE DATE 2018 JUN 03		4. ORDER NUMBER		5. SOLICITATION NUMBER SPE300-18-R-X016	
6. SOLICITATION ISSUE DATE 2018 MAY 16		7. FOR SOLICITATION INFORMATION CALL:		8. OFFER DUE DATE/LOCAL TIME			
9. ISSUED BY DLA TROOP SUPPORT DIRECTORATE OF SUBSISTENCE 700 ROBBINS AVENUE PHILADELPHIA PA 19111-5096 USA Local Admin: Paula Williams PSPTASC Tel: 215-737-3150 Fax: 215-737-7194 Email: paula.williams@dia.mil				10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: _____ % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> EDWOSB NAICS: 311812 <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8 (A) SIZE STANDARD:			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS Net 30 days		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING	
15. DELIVER TO SEE SCHEDULE		16. ADMINISTERED BY SEE BLOCK 9 Critically: PAS: None		14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP			
17a. CONTRACTOR/ OFFEROR US FOODS, INC. DBA SAN FRANCISCO 300 Lawrence Dr LIVERMORE CA 94550-5120 USA TELEPHONE NO. 2023027119		18a. PAYMENT WILL BE MADE BY DEF FIN AND ACCOUNTING SVC BSM P O BOX 182317 COLUMBUS OH 43218-2317 USA		17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>			
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY		22. UNIT	
						23. UNIT PRICE	
						24. AMOUNT	
		See Schedule					
25. ACCOUNTING AND APPROPRIATION DATA				26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$7,000,000.00			
27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.				27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input checked="" type="checkbox"/> ARE NOT ATTACHED.			
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED <input checked="" type="checkbox"/>				29. AWARD OF CONTRACT: REF. <u>US Funds</u> OFFER DATED <u>2018-May-29</u> YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH, HEREIN IS ACCEPTED AS TO ITEMS: SPE30018RX016 <input checked="" type="checkbox"/>			
30a. SIGNATURE OF OFFEROR/CONTRACTOR 		31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) 		30b. NAME AND TITLE OF SIGNER (Type or Print) Margaret A. Schreiber VP National Sales & Serv.		31b. NAME OF CONTRACTING OFFICER (Type or Print) Patricia A. Griffith	
30c. DATE SIGNED 5/31/2018		31c. DATE SIGNED 2018 MAY 31					

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER 1000064850		PAGE 1 OF 8	
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7. FOR SOLICITATION INFORMATION CALL:		a. NAME				b. TELEPHONE NUMBER (No collect calls)	
						8. OFFER DUE DATE/LOCAL TIME 2018 MAY 16	
9. ISSUED BY DLA TROOP SUPPORT DIRECTORATE OF SUBSISTENCE 700 ROBBINS AVENUE PHILADELPHIA PA 19111-5096 USA Local Admin: Paula Williams PSPTASC Tel: 215-737-3150 Fax: 215-737-7194 Email: paula.williams@dla.mil				CODE SPE300			
				10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: _____ % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> EDWOSB NAICS: 311812 <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8 (A) SIZE STANDARD:			
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15. DELIVER TO SEE SCHEDULE		CODE		16. ADMINISTERED BY SEE BLOCK 9 Criticality: PAS: None			
17a. CONTRACTOR/ OFFEROR US FOODS, INC. DBA SAN FRANCISCO 300 Lawrence Dr LIVERMORE CA 94550-5120 USA TELEPHONE NO. 2023027119		CODE 4KU34 FACILITY CODE		18a. PAYMENT WILL BE MADE BY DEF FIN AND ACCOUNTING SVC BSM P O BOX 182317 COLUMBUS OH 43218-2317 USA			
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED. <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	See Schedule						
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$7,000,000.00	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED. <input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input checked="" type="checkbox"/> ARE NOT ATTACHED.							
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30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) 			
30b. NAME AND TITLE OF SIGNER (Type or Print)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (Type or Print) Patricia Griffith PATRICIA.GRIFFITH@DLA.MIL PSPTAS6		31c. DATE SIGNED 2018 MAY 31	

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

32a. QUANTITY IN COLUMN 21 HAS BEEN

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

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32c. DATE

32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER

34. VOUCHER NUMBER

35. AMOUNT VERIFIED
CORRECT FOR

36. PAYMENT

37. CHECK NUMBER

☐ PARTIAL ☐ FINAL

☐ COMPLETE ☐ PARTIAL ☐ FINAL

38. S/R ACCOUNT NO.

39. S/R VOUCHER NUMBER

40. PAID BY

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

42a. RECEIVED BY (*Print*)

41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER

41c. DATE

42b. RECEIVED AT (*Location*)

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

42d. TOTAL CONTAINERS

SUPPLIES/SERVICES:

ITEM DESCRIPTION:

See attached Statement of Work for contract terms and conditions.

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	GM5022304 Institutional Feeding Div-Philadelphia	1.000	EA	\$ 0.00	\$ 0.00

PRICING TERMS: Firm Fixed Price

SUPPLIES/SERVICES:

CLIN	Price	Delivery (in days)
0001	\$ 0.00	0

QTY VARIANCE: PLUS 0% MINUS 0%

INSPECTION POINT: DESTINATION

ACCEPTANCE POINT: DESTINATION

FOB: DESTINATION DELIVERY DATE:

PREP FOR DELIVERY:

PKGING DATA-QUP:001
SHALL BE PACKAGED STANDARD IN ACCORDANCE WITH ASTM D 3951.

Markings Paragraph
When ASTM D3951, Commercial Packaging is specified, the following apply:

- ,,All Section "D" Packaging and Marking Clauses take precedence over ASTM D3951.
- ,,In addition to requirements in MIL-STD-129, when Commercial Packaging is used, the Method of Preservation for all MIL-STD-129 marking and labeling shall be "CP" Commercial Pack.
- ,,The Unit of Issue (U/I) and Quantity per Unit Pack (QUP) as specified in the contract take precedence over QUP in ASTM D3951.

GOVT USE

ITEM	PR	PRLI	External PR	External PRLI	External Material	Customer RDD/ Need Ship Date
0001	1000064850	0001	N/A	N/A	N/A	N/A

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Part 12 Clauses

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

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

(a) Definition.

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

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

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

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

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

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

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

Poster(s)	Obtain from

(Contracting Officer shall insert ---

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

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

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

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

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

(2) Is performed entirely outside the United States.

(End of clause)

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

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

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

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

Standard Element ZB_204_7009 has no Title

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

252.209-7004 SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A COUNTRY THAT IS A STATE SPONSOR OF TERRORISM (OCT 2015) DFARS

52.211-15 DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS (APR 2008) FAR

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

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

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

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Part 12 Clauses (CONTINUED)

Contractor, the Defense Contract Management Agency, the Defense Contract Audit Agency, and the military departments.

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

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

- (1) Identify the specific military or Federal specification or standard for which the SPI process has been accepted;
- (2) Identify each facility at which the offeror proposes to use the specific SPI process in lieu of military or Federal specifications or standards cited in the solicitation;
- (3) Identify the contract line items, subline items, components, or elements affected by the SPI process; and
- (4) If the proposed SPI process has been accepted at the facility at which it is proposed for use, but is not yet listed at the Internet site specified in paragraph (b) of this clause, submit documentation of Department of Defense acceptance of the SPI process.

(d) Absent a determination that an SPI process is not acceptable for this procurement, the Contractor shall use the following SPI processes in lieu of military or Federal specifications or standards:

(Offeror insert information for each SPI process)

SPI Process:

Facility:

Military or Federal Specification or Standard:

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

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

- (1) May submit the information required by paragraph (d) of this clause to the Contracting Officer prior to submission of an offer; but
- (2) Must submit the information to the Contracting Officer at least 10 working days prior to the date specified for receipt of offers.

(End of clause)

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

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

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

252.225-7012 PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (DEC 2016) DFARS

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

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

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

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

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

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

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

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

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

- (1) Have a designated electronic business point of contact in the System for Award Management at <https://www.acquisition.gov>; and
- (2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this web site.

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

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

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Part 12 Clauses (CONTINUED)

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

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

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

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

(2) *Inspection/acceptance location.* The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

(Contracting Officer: Insert inspection and acceptance locations or "Not applicable.")

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

Routing Data Table*

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

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

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

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

(Contracting Officer: Insert applicable email addresses or "Not applicable.")

(g) *WAWF point of contact.*

(1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

(Contracting Officer: Insert applicable information or "Not applicable.")

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

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Part 12 Clauses (CONTINUED)

(End of clause)

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

52.233-3 PROTEST AFTER AWARD (AUG 1996) FAR

252.244-7000 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DOD CONTRACTS) (JUN 2013) DFARS

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

52.247-60 GUARANTEED SHIPPING CHARACTERISTICS (JAN 2017) FAR

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

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

(1) To be completed by the offeror:

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

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

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

(iv) Number of items per container each;

(v) Gross weight of container and contents Lbs;

(vi) Palletized/skidded ☐ Yes ☐ No;

(vii) Number of containers per pallet/skid ;

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

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

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

(A) Size of railcar

(B) Type of railcar

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

(A) Size of trailer Ft

(B) Type of trailer

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

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

(i) Rate used in evaluation ;

(ii) Tender/Tariff ;

(iii) Item .

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

(End of clause)

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

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

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<p data-bbox="77 268 444 300">Part 12 Clauses (CONTINUED)</p> <p data-bbox="77 336 764 367">52.253-1 COMPUTER GENERATED FORMS (JAN 1991) FAR</p>		

SF1449 - CONTINUATION SHEET

This is an Indefinite Delivery Contract (IDC) awarded to US Foods, Inc. under the authority of FAR 13.5, Simplified Procedures for Certain Commercial Items. All terms and conditions of solicitation SPE300-18-R-X016, including Amendments 0001 and 0002, and the proposal from US Foods, Inc. dated May 29, 2018, are incorporated by reference into contract SPE300-18-D-3195. The Small, Small Disadvantaged, Small Disadvantaged Veteran-Owned, Veteran Owned, Service Disable Veteran Owned, Women Owned and Hub Zone Small Business Subcontracting Plan submitted by US Foods, Inc. in response to solicitation SPE300-18-R-X016 is also incorporated into this contract.

This contract provides Prime Vendor full line food service support for authorized customers in the San Francisco, Sacramento, CA, Reno, Nevada and surrounding regions, for a performance period starting from the date of award up to approximately 250 days or until the maximum dollar value of \$7,000,000.00 has been met. The maximum dollar value of this Indefinite Delivery Contract (IDC) is \$7,000,000.00. The guaranteed minimum dollar value is \$700,000.00 (10%). Once orders up to the guaranteed minimum dollar have been placed, the Government will have no further ordering obligation under this Indefinite Delivery Contract (IDC).

Block #25 Accounting and Appropriation Data: 97X4930 5CBX 001 2620 S33189

CAUTION - CONTRACTOR CODE OF BUSINESS ETHICS (FEB 2012)

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

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

CONTRACT CLAUSES**52.232-99 - PROVIDING ACCELERATED PAYMENT TO SMALL BUSINESS SUBCONTRACTORS
(DEVIATION) (AUG 2012)**

This clause implements the temporary policy provided by OMB Policy Memorandum M-12-16, Providing Prompt Payment to Small Business Subcontractors, dated July 11, 2012.

- a. Upon receipt of accelerated payments from the Government, the contractor is required to make accelerated payments to small business subcontractors to the maximum extent practicable after receipt of a proper invoice and all proper documentation from the small business subcontractor.
- b. Include the substance of this clause, including this paragraph (b), in all subcontracts with small business concerns.
- c. The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

**DLAD 52.216-9064 ECONOMIC PRICE ADJUSTMENT (EPA) – ACTUAL MATERIAL COSTS FOR
SUBSISTENCE DELIVERED PRICE BUSINESS MODEL – DLA TROOP SUPPORT SUBSISTENCE
PRIME VENDOR (SPV) CONTIGUOUS UNITED STATES (CONUS), ALASKA, AND HAWAII
(APR 2014)**

(a) Warranties. For the portion of the schedule that is covered by this EPA clause, the Contractor warrants that—

- (1) Contract unit prices covered by this contract do not include allowances for any portion of the contingency covered by this clause; and
- (2) Price adjustments invoiced under this contract shall be computed in accordance with the provisions of this clause.

(b) Definitions. As used throughout this clause, the term:

- (1) “Private label holder” means:

(i) a manufacturer or grower with whom the Contractor holds an ownership and/or financial interest, or ownership and/or financial interest in a specific item(s) produced by a manufacturer or grower; or

(ii) an entity holding an intellectual property interest, whether by ownership or license, in the label under which product is being sold in the commercial marketplace; or

(iii) an entity holding exclusive marketing and/or sales authority of a product, or one holding property rights in a proprietary product formula.

- (2) “Redistributor” means an entity independent of the Contractor from which the Contractor purchases product for purposes of consolidating quantities and/or obtaining a competitive delivered price.

- (3) “Standard Freight” means the published list price or prevailing market rate for transportation of subsistence and food service operating supplies, i.e. the transportation charge for delivery from the manufacturer/grower/private label holder or redistributor to the SPV Contractor. This may include interdivision transfers between the SPV Contractor’s warehouses provided the delivered price (inclusive of standard freight) of a product at a given time is identical to the delivered price of the same product at the same time to other

commercial customers in the SPV Contractor's electronic purchasing system.

(i) In the event the SPV Contractor picks up product free on board (f.o.b.) origin from a manufacturer/grower/ private label holder, or arranges for delivery transportation from a third party source other than the manufacturer/grower/private label holder, the standard freight charge shall be based on market tariffs/conditions and shall not exceed the lesser of:

(A) the manufacturer/grower/private label holder's or manufacturer/grower/private label holder's carrier's freight price normally payable by the SPV Contractor for inbound shipments of such products and quantities to the Contractor's distribution point; or

(B) an average price based on market conditions for freight in the same market for the same type of freight service for like products, shipping methods and quantities.

(ii) In rare circumstances, and only with the Contracting Officer's written approval, the SPV Contractor may use drop shipments, i.e. the product is shipped directly from the manufacturer/grower/private label holder to the customer without the SPV Contractor taking possession. This may involve transportation charges using non-standard freight such as FedEx, United Parcel Service (UPS), or the United States (U.S.) Postal Service. In such instances the Contracting Officer will determine price reasonableness on the unit price inclusive of freight.

(4) "Contract unit price" means the total price per unit charged to DLA Troop Support for a product delivered to DLA Troop Support's customers. The Contract unit price consists of three components: delivered price plus distribution price less rebates/discounts/deviations. The unit price sum of the three component prices shall be rounded up or down as applicable, to the nearest cent to determine the final Contract unit price.

(5) Delivered price

(i) Delivered price" means the most recent manufacturer, grower, or private label holder commercial price per unit to the Contractor, inclusive of all standard freight, that is input in the Contractor's purchasing system as the starting basis for its pricing to customers prior to the application of any specific distribution fees, rebates, discounts, limited discounts, or other financial agreements with the Contractor's customers. The delivered price shall be based on f.o.b. destination delivered using standard freight. The delivered price shall exclude all costs that are to be covered in the distribution price. The SPV Contractor warrants that the delivered price to its delivering warehouse of a product sold at any given time by the SPV Contractor to DLA Troop Support customers is identical to the delivered price of such product sold at the same time to its other customers.

(A) Exception: For mandatory source items, the delivered price shall be limited to the nonprofit agency's price for product as set in accordance with applicable law, plus standard freight.

(B) Exception: A redistributor's price for a specific manufacturer/grower/private label holder's product (or stock keeping unit (SKU)) may be used as long as the redistributor's price for the quantity ordered is equal to or lower than the manufacturer's/ grower's/ private label holder's current price inclusive of Government rebates and discounts (as defined below). Supporting documentation (published price list, manufacturer letter/email, or similar proof of price comparison) may be required. The determination that the supporting documentation is sufficient to establish the manufacturer's/grower's/ private label holder's current price rests

solely with the Contracting Officer.

(C) Exception: Standard freight may not apply to drop shipments and f.o.b. origin pickups.

(ii) The Contractor shall utilize best commercial practices in purchasing its food items under this contract, to include seeking and using competition to the maximum extent practicable for all purchases and purchasing in the most economical order quantities and terms and conditions.

(6) "Distribution Price(s)" means the firm fixed price portion of the Contract Unit price, offered as a dollar amount per unit of issue, rounded up or down to the nearest cent. The distribution price is the only method for the Contractor to bill the Government for all aspects of contract performance other than delivered price; including but not limited to, the performance requirements of the statement of work(SOW) for the applicable SPV solicitation and resulting contract. As detailed above in paragraph (5), delivered price is distinct from and not to be included in the distribution price. For both drop shipments and Government pick-ups, the Contracting Officer may negotiate a reduced distribution price with the Contractor since the Contractor is not handling the product.

(7) "Government rebates and discounts" means all rebates, discounts, and limited discounts designated for the Government, including National Allowance Pricing Agreements (NAPA) discounts, food show discounts, early payment discounts (other than qualifying early payment discounts as defined in the Rebates, Discounts and Price Related Provisions section of the solicitation), and any other rebates, discounts, or similar arrangements designated by the manufacturer/grower/ private label holder or redistributor to be passed to the Government or passed to all customers without specific designation. In accordance with other provisions of the contract (and subject to any applicable exceptions in those provisions), all Government rebates and discounts shall be passed to the Government via a reduced catalog price (i.e. "off invoice"). Any Government rebates and discounts that must be passed to the Government and which cannot be applied as an up-front price reduction must be submitted via check payable to the U.S. Treasury, with an attached itemized listing of all customer purchases by line item to include contract number, call number, purchase order number and contract line item number (CLIN).

(8) "Ordering catalog" means the electronic listing of items and their corresponding Contract unit prices available for ordering under this contract.

(9) "Ordering Week" means from Sunday at 12:01 AM through the following Saturday until midnight (Eastern Time ET, standard or daylight as applicable).

(c) Price adjustments.

(1) General.

(i) All Contract unit prices shall be fixed and remain unchanged until changed pursuant to this clause or other applicable provision of the contract. Only the delivered price component of the Contract unit price is subject to adjustment under this clause. After the first ordering week, if the Contractor's delivered price changes for any or all Contract unit prices, the Contract unit price shall be changed in the next week's ordering catalog upon the Contractor's request, submitted in accordance with paragraph (iii) below, by the same dollar amount of the change in the delivered price, subject to the limitations in paragraph (d). The price change shall be effective at the beginning of the next ordering week. All ordering catalog unit prices computed in accordance with this clause and in effect when an order is placed shall remain in effect for that order through delivery. DLA Troop Support will be charged the Contract unit price in effect at the time of each order regardless of any changes

in the unit price occurring in any subsequent ordering week.

(ii) Catalog delivered prices must be reflective of the Contractor's last receipt price (the price of the stock most recently received into SPV Contractor's inventory).

(iii) Updates to the delivered price: All notices and requests for new item delivered prices and price changes shall be submitted weekly, no later than 1:30 PM Eastern Time on Wednesday, to be effective in the following ordering week's ordering catalog prices. The delivered price shall have any and all Government rebates and discounts subtractions made prior to presenting the delivered price to DLA Troop Support. The Contractor shall notify the Contracting Officer of its notice/request in the form of an electronic data interchange (EDI) 832 transaction set. The change notice shall include the Contractor's adjustment in the delivered price component of the applicable Contract unit price. Upon the Contracting Officer's acceptance of such EDI 832 price changes in accordance with paragraph (v) below, the price change transaction sets will post in the next week's ordering catalog and each Contract unit price shall be changed by the same dollar amount of the change in the delivered price in the next week's ordering catalog.

(iv) All price changes, and catalog contract prices, are subject to review by the Government. The Contracting Officer may at any time require the submission of supporting data to substantiate any requested price change or the requested continuation of the pre-existing price for any item, including prices applicable to prior ordering weeks. Upon notice from the Contracting Officer that supporting data is required, the Contractor shall promptly furnish to the Government all supporting data, including but not limited to, invoices, quotes, price lists, manufacturer/grower/ private label holder documentation regarding Government rebates and discounts, and any other substantiating information requested by the Contracting Officer.

(v) Price change requests that the Contracting Officer questions or finds to be inconsistent with the requirements of this clause shall not be posted until the Contracting Officer specifically authorizes the posting. If the Contracting Officer does not notify the Contractor by close of business Eastern Time each Friday that a price or a price change request is being questioned or has been found to be erroneous, the price change(s) will post to the ordering catalog effective the beginning of the following ordering week. The posting of updated prices in the ordering catalog, calculated in accordance with this clause, constitutes a modification to this contract. No further contract modification is required to effect this change. Any changes that post to the ordering catalog do not constitute a waiver of any of the rights delineated elsewhere in the contract.

(vi) Should the Contracting Officer determine that, or question whether a price change request contained an erroneous unit price or price change, or cannot otherwise determine the changed price(s) to be fair and reasonable, such as when the changed price(s) is(are) higher than lower delivered prices for items of comparable quality which are reasonably available to the Government or Contractor from other sources, the Contracting Officer will so advise the Contractor, prior to close of business Eastern Time on Friday. If the Contracting Officer cannot determine a price fair and reasonable, and the Contracting Officer and the Contractor cannot negotiate a fair and reasonable price, the Contracting Officer may reject any price change and direct in writing that the item in question be removed from the Contractor's ordering catalog, without Government liability. The Contracting Officer may subsequently remove any such item from the ordering catalog if the Contractor fails to remove it. The Government has the right to procure such removed items from any alternate source of supply, and the failure of the Contractor to supply such item may be considered negatively in any evaluation of performance.

(vii) In the event of a price change not posting or an ordering catalog contract unit price not

computed in accordance with this clause, resulting in an incorrectly increased or decreased Contract unit price, upon discovery of such event the Contractor shall promptly notify the Contracting Officer in writing and promptly thereafter correct its ordering catalog and submit a refund including interest for any amounts paid to the Contractor resulting from the erroneous price. In the event of an erroneous price decrease in the ordering catalog, if the Contractor can demonstrate to the satisfaction of the Contracting Officer that the error did not result from the fault or negligence of the Contractor, the Contractor may submit a request for equitable adjustment for consideration by the Contracting Officer.

(2) Limitations. All adjustments under this clause shall be limited to the effect on contract unit prices of actual increases or decreases in the delivered prices for material. There shall be no upward adjustment for—

- (i) Supplies for which the delivered price is not affected by such changes;
- (ii) Changes in the quantities of materials; and
- (iii) Increases in unit prices that the Contracting Officer determines are computed incorrectly (i.e. not adhering to the Contract Unit Price definition in this clause) and/or increases in unit prices that the Contracting Officer determines are not fair and reasonable.

(3) If the Contracting Officer rejects a proposed adjustment for an item because the adjusted unit price cannot be determined fair and reasonable, the Contractor shall have no obligation to fill future orders for such item as of the effective date of the proposed adjustment unless such item is subsequently added to the contract at a Unit Price that is determined fair and reasonable. Alternately, the item may be retained on the catalog at the prior (unadjusted) price for as long as both parties agree to do so.

(d) Upward ceiling on economic price adjustment. The aggregate of contract delivered price increases for each item under this clause during the contract period shall not exceed 30 percent (%) for all items except fresh fruits and vegetables (FF&V) and 90 percent (%) for fresh fruits and vegetables (FF&V) of the initial contract delivered price, except as provided below:

(1) If at any time the Contractor has reason to believe that within the near future a price adjustment under the provisions of this clause will be required that will exceed the current contract ceiling price for any item, the Contractor shall promptly notify the Contracting Officer in writing of the expected increase. In the event the latest actual market price for an item would result in a contract unit price that will exceed the allowable ceiling price under the contract, then the Contractor shall immediately notify the Contracting Officer in writing or via its EDI 832 price change request and separate email no later than the time specified in paragraph (c)(1)(iii) above. With either such notification the Contractor shall include a revised ceiling the Contractor believes is sufficient to permit completion of remaining contract performance, along with appropriate explanation and documentation as required by the Contracting Officer.

(2) If an actual increase in the delivered price would raise a contract unit price for an item above the current ceiling, the Contractor shall have no obligation under this contract to fill future orders for such items, as of the effective date of the increase, unless the Contracting Officer issues a contract modification to raise the ceiling. If the contract ceiling will not be raised, the Contracting Officer shall so promptly notify the Contractor in writing. After evaluation of a requested actual price increase, if the Contracting Officer authorizes the change in the contract unit price, the Contractor shall submit an EDI 832 price change. The price change shall be posted for the following week's ordering catalog.

(e) Downward limitation on economic price adjustments. There is no downward limitation on the aggregated percentage of decreases that may be made under this clause.

(f) Examination of records. The Contracting Officer or designated representative shall have the right to examine the Contractor's books, records, documents and other data, to include commercial sales data, that the Contracting Officer deems necessary to verify Contractor adherence to the provisions of this clause. Such examination may occur up to twice a year (except as provided for below) until the end of 3 years after the date of final payment under this contract or the time periods specified in Subpart 4.7 of the Federal Acquisition Regulation (FAR), whichever is earlier. These will normally involve Government selection of a statistically significant sample size of invoices/records to examine based on the number of line items on the specific contract catalog. If an examination of records reveals irregularities, further examinations and/or a larger sample size may be required. In addition to normal examination, the Government may conduct additional examinations at the contracting officer's discretion.

(g) Final invoice. The Contractor shall include a statement on the final invoice that the amounts invoiced hereunder have applied all decreases required or authorized by this clause.

(h) Disputes. Any dispute arising under this clause shall be determined in accordance with the "Disputes" clause of the contract.

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

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <http://farsite.hill.af.mil/>.

The following additional clauses are incorporated by REFERENCE:

CLAUSE Number	Title	Date
DFARS 252.225-7002	Qualifying Country Sources as Subcontractors	AUG 2016

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

CONTRACT DOCUMENTS, EXHIBITS, REFERENCES & OTHER ATTACHMENTS

STATEMENT OF WORK

I. SUPPLIES/SERVICES AND

PRICES

1. INTRODUCTION

- A. DLA Troop Support has entered into a Prime Vendor contract under contract number SPE30018D3195 to supply subsistence products to the customers supported by this contract. The Contractor is responsible for furnishing the full-line of food and beverage items required for garrison feeding for DoD and non DoD customers. In addition, the Contractor may also be requested to provide related non-food items to some customers.
- B. Contract SPE30018D3195 is for an Indefinite Delivery Contract that provides for an indefinite quantity, within stated limits, of specific supplies or services to be furnished during a fixed period, with deliveries to be scheduled by placing orders with the Contractor (FAR 16.504(a)). This contract includes a performance period from the date of award up to approximately 250 days or until the maximum dollar value of \$7,000,000 has been met, which ever occurs later, and includes up to an 30 (thirty) day implementation period.
- C. Estimated Dollar Value, Guaranteed Minimum Dollar Value, and Maximum Dollar Value

The following chart provides the estimated, guaranteed minimum and maximum dollar values for the resulting contract.

	Guaranteed Minimum	Estimated Contract Value	Contract Maximum
250 days	\$700,000.00	\$5,000,000.00	\$7,000,000.00

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

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

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

D. Individual Customer Estimates for approximately 250 days

SHIP TO DODAAC	CUSTOMER NAME	250 DAY ESTIMATE
BLD627-W81X4F	Combs Dining Hall, Monterey, CA	\$949,438.11
BLD838- W81X4F	Belas Dining Hall, Monterey, CA	\$606,263.73
FT9090	Sierra Dining Facility, Travis, AFB	\$622,425.72
FT4427	David Grant Medical Center	\$394,899.04

FT9500	Youth Center, Travis AFB	\$254,821.14
FT9497	Child Development Center I-Travis AFB	\$62,4089.82
FT9498	Child Development Center II-Travis AFB	\$59,150.80
FT9499	Child Development Center III-Travis AFB	\$44,648.78
FT9137	Contrails Dining Hall, Beale AFB	\$342,257.33
FT9474	Child Development Center - Beale AFB	\$85,079.42
FT9475	Youth Center- Beale AFB	\$14,138.68
W6GSA2	Camp Parks Dining Facility, Dublin, CA	\$359,373.68
W90N6H	BT Collins Army Reserve Training Center- Sacramento, CA	\$33,202.34
Z61200	U.S. Coast Guard Training Center-Petaluma, CA	\$416,907.02
Z37270	U.S. Coast Guard Sector San Francisco, San Francisco, CA	\$63,723.90
Z30467	U.S. Coast Guard Station Golden Gate, Sausalito, CA	\$14,795.90
FB6281	152 FSS/FSV-Reno Air National Guard-Reno, NV	\$23,146.64
Z11701	U.S. Coast Guard Center Bertholf Coast Guard Island, Alameda, CA	\$39,456.65
Z11702	U.S. Coast Guard Center Waesche Coast Guard Island, Alameda, CA	\$124,155.32
Z11703	U.S. Coast Guard Center Stratton Coast Guard Island, Alameda, CA	\$76,038.11
1305F8	NOAA Bell Shimada Ship	\$2,241.90
M14101	MARFOREES, 23D Marine Regiment	\$484.53
FT6044	Fresno Air National Guard	\$14,847.47
Z11706	U.S. Coast Guard Munro WMSL 755, Coast Guard Island, Alameda, CA	\$88,486.73
W6GSA1	Ft. Hunter Liggett Dining Facility – Jolon, CA	\$371,122.39
W6GS01	BT Collins Dining Facility – Sacramento, CA	\$33,202.34
W58BQP	Camp Parks Training Center – Dublin, CA	\$4,612.18

2. EFFECTIVE PERIOD OF CONTRACT – INDEFINITE QUANTITY CONTRACT

- A. The effective period for this contract is from the award date up to 250 days thereafter.
- B. There will be a start-up/implementation period of up to 15 days which begins immediately after award and ends as the first order is placed. During the start-up/implementation period, the incumbent Contractor will remain the principal source of food and non-food supplies. An incumbent Contractor who receives the award may be afforded less time for start-up/implementation if it is mutually agreed upon by both parties.

3. CATALOG & MARKET BASKET ITEMS

- A. Contract SPE30018D3195 is for total food and beverage support for garrison foodservice feeding. The Contractor shall provide full-line food service items, such as, but not limited to, canned items, dry items, chill items, UHT dairy items, frozen bakery products, frozen meats, frozen seafood and

poultry, ice cream, eggs and other dairy products, fresh fruits and vegetables and non-food Food Service Operating Supplies. Currently, fresh milk and fresh bread/bakery items do not have stated requirements within contract SPE30018D3195, but they are within the scope of this procurement and the Contractor may be required to provide them during the course of contract performance (see paragraph 4 below).

- B. The Subsistence homepage (<http://www.dla.mil/TroopSupport/Subsistence.aspx>) includes an "Abbreviation List" used for LSN Item Descriptions. This link, "Item Description Abbreviations," is located in the navigation area on the left side of the page, under "Doing Business with Subsistence", then "Technical Operations." This will open a PDF with a list of abbreviations used. The Contractor shall be responsible for supplying items under the contract that meet the item descriptions and have the required level of quality, at the most economical pricing available to the Contractor for the authorized customer. The Contractor shall assume the responsibility of introducing new food items to the customers that meet this objective, as well as to show cost effective alternatives to their current choices.
- C. In addition to supplying items under the contract that meet the item descriptions and have the required level of quality, at the most economical pricing available to the Contractor for the authorized customer, the Contractor shall be responsible for supplying items that are in compliance with each services' requirements. Detailed guidance and specifications are provided for most standard meat, seafood and poultry items required in the recipes and menus. Processed fruits and vegetables and other miscellaneous food service items are also covered. See:
 - 1) http://www.quartermaster.army.mil/jccoe/Operations_Directorate/CSPD/Buyers_Guide/Army-Buyers-Guide-Version-11-Nov-2017.pdf
 - 2) <https://www.fbo.gov/?s=opportunity&mode=form&id=95cd12c4445bcafa7376b56876584fd6&tab=core&cvview=0>

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

4. FRESH FRUITS & VEGETABLES AND MARKET READY ITEMS

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

5. DOMESTIC ITEMS/BERRY AMENDMENT

The Berry Amendment, 10 U.S.C. 2533a, as implemented by Defense Federal Acquisition Regulation

Supplement ("DFARS") subpart 225.70, requires the Department of Defense (DoD) to buy food that is grown, reprocessed, reused or produced in the United States. There are several exceptions to this requirement that are available for food items.

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

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

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

6. REBATES/DISCOUNTS AND PRICE-RELATED PROVISIONS

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

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

B. Definitions

1. "Limited Discount" (commonly referred to as a "deviation" in industry parlance) means a discount that is identified by the manufacturer, grower, private label holder, or redistributor as

being limited to a specific customer.

2. "Purported Exception" means an Exception, as defined in (A) above, purported by the Contractor to meet the definition of earned income, qualifying early payment discounts, or other Exceptions to this provision stated in the contract, but that do not meet the applicable definition or the conditions for use stated in the contract.
 3. "Qualifying Early Payment Discounts" are discounts that meet the following conditions:
 - (i) the Early Payment Discount is an incentive to encourage payment earlier than the normal payment due date;
 - (ii) the Early Payment Discount is consistent with commercial practice;
 - (iii) the Early Payment Discount is routinely given by the manufacturer, grower, private label holder, or redistributor to customers other than the Subsistence Prime Vendor (SPV) Contractor at the same discount rate and under the same conditions as provided to the SPV Contractor;
 - (iv) the Early Payment Discount is not established, requested, or negotiated for the purpose of avoiding giving DLA Troop Support a lower cost or a rebate or in exchange for a higher invoice price;
 - (v) the Early Payment Discount is no more than 2 percent of the manufacturer's, grower's, private label holder's, or redistributor's invoice and the early payment is required within 10 days to obtain the discount (except that in the event that specific terms greater than 2 percent/10 days are offered, the SPV Contractor must obtain prior written approval to retain this discount from the Contracting Officer on a case-by-case basis); and
 - (vi) the SPV Contractor actually made the required payment within the time period required to receive the discount.
 4. "Earned income" is defined as monies received by the SPV Contractor from its manufacturers, growers, private label holders, or redistributors as consideration for value-added services (as described in the earned income categories identified by the Contractor) that the Contractor provides to its manufacturers, growers, private label holders, or redistributors, if the following conditions are met:
 - (i) the value-added services are services performed by the Contractor in accordance with commercial practice such as marketing (for example, sales volume incentives earned based on sales of significant quantities to other customers), freight management, consolidated warehousing, or quality assurance, or services providing similar value-added benefit to the manufacturers, growers, private label holders, or redistributors; and,
 - (ii) the income is retained in the normal course of its commercial business; and,
 - (iii) the income does not include manufacturer, grower, private label holder, or redistributor-generated Rebates/Discounts/Deviations; and,
 - (iv) the income is paid in exchange for services performed by the Contractor in accordance with commercial practice; and,
 - (v) the income is properly included in one or more of the earned income categories identified by the offeror, as required in the Submission Requirements section of the Statement of Work.
- C. Price Audits: Upon request the Contractor shall provide to the Government any invoices, quotes, or agreements relevant to the Delivered Price component for existing catalog items, for any new items being added to the catalog, and for requested price changes to existing catalog items. The Contractor must include detailed payment terms on each invoice or quote used to substantiate Delivered Price, including any applicable Rebates/Discounts/Deviations. The government may also require the Contractor to submit pricing agreements and other documentation to substantiate all Rebates/Discounts/Deviations and Exceptions, including the existence of Earned Income

agreements, on the DLA Troop Support contracts. Specific dollar amounts contained in Earned Income agreements may be redacted prior to submitting. If the Contracting Officer determines, after reviewing an invoice or other documentation, that a Rebate/Discount/Deviation or Early Payment Discount should have been passed on to the Government, or if price verifications reveal any instance of overpricing, the Government shall be entitled to a prospective Unit Price reduction and a retroactive refund for the amount of the overcharges or Purported Exception(s), including interest. In the event of any undercharges, if the Contractor can demonstrate to the satisfaction of the Contracting Officer that the undercharges did not result from the fault or negligence of the Contractor, the Contractor may submit a request for equitable adjustment for consideration by the Contracting Officer. The Contracting Officer, or authorized representative, shall have the right, up to twice a year or more often as determined necessary by the Contracting Officer, to examine and audit a statistically significant sample of the Contractor's records relevant to the existence of Earned Income agreements, Rebates/Discounts/Deviations, Exceptions, and commercial customer Delivered Prices. The Government may review/audit the SPV Contractor's electronic purchasing system to confirm that the Delivered Price of a product sold at a given time to a DLA Troop Support customer is identical to the Delivered Price used by the SPV Contractor to determine the price of such product sold at the same time to its other customers. Should the Government identify evidence of incorrect pricing, or should other pricing issues arise, the Government reserves the right to conduct more frequent and extensive reviews/audits. Failure to exercise any of these rights shall not constitute a defense or alter the Government's entitlement to any other remedies by contract or by law.









Contractor pricing disclosures shall be treated as proprietary and will not be released outside the Government unless otherwise required by law or as agreed to by the Contractor. As a condition of this contract, the Contractor authorizes, and consents to, the Government communicating directly with the manufacturer, grower, private label holder, or redistributor used by the Contractor to validate that manufacturer's, grower's, private label holder's, or redistributor's pricing, including Delivered Prices and Rebates/Discounts/Deviations as provided to the Government by the Contractor.





7. AWARDED DISTRIBUTION PRICES

See the definition in ECONOMIC PRICE ADJUSTMENT (EPA) – ACTUAL MATERIAL COSTS FOR SUBSISTENCE DELIVERED PRICE BUSINESS MODEL – DLA TROOP SUPPORT SUBSISTENCE PRIME VENDOR (SPV) CONTIGUOUS UNITED STATES (CONUS), ALASKA, AND HAWAII

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

Cat. #	Category Description	UOM	SPE30018D3195
1	Beef, Raw, Cooked, Frozen/Chilled	LB	
2	Poultry, Raw, Cooked, Frozen/Chilled	LB	
3	Pork, Raw, Cooked, Frozen/Chilled	LB	
4	Mixed meats, Luncheon Meats, Franks, Hot Dogs, Frozen/Chilled	LB	
5	Lamb, Veal and Game, Raw, cooked - Frozen/Chilled	LB	
6	Seafood, including Fish and Shellfish, Raw, cooked, Frozen/Chilled	LB	
7	Grocery products canned, jar, pouch, sleeve (example: non-meat, meat, fish, soups, sauces, salsa, gravy, brown gravy, bouillon, stock, fruits, vegetables, dry milk - to include baby food)	CS	
8	Fruits and Vegetables, Frozen and Chilled – including further processed refrigerated	CS	

9	Frozen /Chilled Entrees (example: Cordon Bleu, Chicken Kiev, Stuffed Chicken Breasts, Stuffed Pork Chops, Appetizers, Pizza, Burritos, Corn Dogs, Pizza Toppings, Pancakes, French Toast, French Fries, Onion Rings, Hash Browns, Tater Tots, Vegetarian/Vegan - Veggie Burger, Breads, Doughnuts/Cookies/Baked Pretzels, Danish, Pastries, Muffins, Bagels, Loafs, Rolls, Biscuits, Cookie Dough, Pizza Crust, Tortillas, Pie Shells, Bread Dough, Turnovers, Cheesecakes, Cobblers, Specialty Cakes, Cakes, Pies and Other Related Products)	CS	
10	Snack Foods, Baked Goods, Chips/Pretzels (example: Cookies, Crackers, Granola Bars, Energy bars, Toaster Pastries, Snack Cakes, Potato Chips, Corn Chips, Pretzels, Wheat Chips, Popcorn, and other related products)	CS	
11	Confectionary, (example: Candy, chocolate, chewing gum, Marshmallows)	CS	
12	Cereal, cold, hot - ready to eat (example: Corn Flakes, Oatmeal, Grits) - to include baby food	CS	
13	Dry Goods, (example: Dry Pasta, Rice, Beans, Bread Crumbs, Corn Meal, Baking Chips, Stuffing, Dry Soups, Croutons, Ice Cream Cones, Taco Shells, Imitation Bacon Bits, Sunflower Seeds, Dried Fruit, Nuts, Coconut ,Raisins, Sugars, Low Calorie Sweeteners, Gelatin/Pudding/Desert Mixes, Powdered Creamer, Shelf Stable Creamer, Flour, Corn Starch, Baking Soda, Baking Powder, Yeast, Baking Mixes, Brownie Mix, Roll Mix, Bread Mix, Pancake Mix, Cake Mix, Powder Mixes, Soft Serve Ice Cream, Milk Shake, Frozen Yogurt Mix and other related products) CS Product only	CS	
14	Dry Goods, (example: Rice, Beans, Bread Crumbs/Mix , Corn Meal, Baking Chips, Stuffing, Imitation Bacon Bits, Nuts, Sugars, Flour, Baking/Cake Mixes, and other related products) – Institutional/Bulk size only	LB	
15	Meal Kits, Heater Meals, Sandwich kits	CS	
16	Jams, Jellies, Peanut Butter, Preserves, Honey, Syrups, Icings, Pie Fillings Puddings, Gelatins, Cherries Maraschino, Fruit Toppings, Caramel Topping, Fudge Topping, Sprinkles, Dressings, Processed Grated Parmesan, Olives, Pickles, Relish, Mayonnaise, Mustard, Ketchup, Hot Sauce and Other Condiment Related Products Shortenings, Food Oils, Cooking Spray, vinegar, Cooking Wine, Sherry (except Portion controlled)	CS	

17	Portion Controlled Items, Up to 500 Count Case, Refrigerated or Non-Refrigerated, (example: Jams, Jellies, Peanut Butter, Preserves, Honey, Syrups, Toppings, Dressings, Relish, Mayonnaise, Mustard, Ketchup, Sauces, Dessert Related Products, Hot Sauce, Gelatins, Puddings, Salt and Pepper Packets , Butter/ Margarine Spread, Sugars, Low Calorie Sweeteners, Powdered Creamer and Shelf Stable Creamer - individual packets/cup, Coffee, Tea, Cocoa, Hot Chocolate, and Beverage Base Powder – Beverage Powders, individual portion, {example: Sports Drinks, Pink Lemonade, Iced Tea Mix energy and Other beverage powder flavors}, and Other Condiment Related Products	CS	
18	Portion Controlled Items, 501 to 999 Count Case, Refrigerated or Non-Refrigerated, (example: Jams, Jellies, Peanut Butter, Preserves, Honey, Syrups, Toppings, Dressings, Relish, Mayonnaise, Mustard, Ketchup, Sauces, Dessert Related Products, Hot Sauce, Gelatins, Puddings, Salt and Pepper Packets , Butter/ Margarine Spread, Sugars, Low Calorie Sweeteners, Powdered Creamer and Shelf Stable Creamer - individual packets/cup, Coffee, Tea, Cocoa, Hot Chocolate, and Beverage Base Powder – Beverage Powders, individual portion, {example: Sports Drinks, Pink Lemonade, Iced Tea Mix energy and Other beverage powder flavors}, and Other Condiment Related Products	CS	
19	Portion Controlled Items, 1000 to 3000 Count Case, Refrigerated or Non-Refrigerated, (example: Jams, Jellies, Peanut Butter, Preserves, Honey, Syrups, Toppings, Dressings, Relish, Mayonnaise, Mustard, Ketchup, Sauces, Dessert Related Products, Hot Sauce, Gelatins, Puddings, Salt and Pepper Packets , Butter/ Margarine Spread, Sugars, Low Calorie Sweeteners, Powdered Creamer and Shelf Stable Creamer - individual packets/cup, Coffee, Tea, Cocoa, Hot Chocolate, and Beverage Base Powder – Beverage Powders, individual portion, {example: Sports Drinks, Pink Lemonade, Iced Tea Mix energy and Other beverage powder flavors}, and Other Condiment Related Products	CS	
20	Portion Controlled Items, > 3000 Count Case, Refrigerated or Non-Refrigerated, (example: Jams, Jellies, Peanut Butter, Preserves, Honey, Syrups, Toppings, Dressings, Relish, Mayonnaise, Mustard, Ketchup, Sauces, Dessert Related Products, Hot Sauce, Gelatins, Puddings, Salt and Pepper Packets , Butter/ Margarine Spread, Sugars, Low Calorie Sweeteners, Powdered Creamer and Shelf Stable Creamer - individual packets/cup, Coffee, Tea, Cocoa, Hot Chocolate, and Beverage Base Powder – Beverage Powders, individual portion, {example: Sports Drinks, Pink Lemonade, Iced Tea Mix, energy and Other beverage powder flavors}, and Other Condiment Related Products	CS	

21	Salads, Prepared, Chilled/Fresh (example: Mixed Greens, Potato Salad, Egg Salad, Tuna Salad, Cole Slaw, Macaroni Salad)	CS	■
22	Spices, Seasonings, Salt & Pepper, Spice Blends, Herbs, Flavorings, Extracts and Food coloring	CS	■
23	Beverages, Dispenser Required/Bag in Box (example: Soda, Sports Drinks, Juice, Nectar, vegetable, Coffee, Tea, Chocolate, Mixes, Liquid, Soft Serve Ice Cream/Yogurt, Milk Shake and other related products) to include concentrates	CS	■
24	Beverages, other than BIB (example: Soda, Sports Drinks, Juices, Nectar, vegetable, Coffee, Tea, Chocolate, baby formula, Flavored Water, Energy Drinks, shelf stable - Dairy, UHT, Nutritional Supplements, Dietetic and Other Related Products) to include concentrates	CS	■
25	Beverage, Chill/Frozen – (example: Dairy, UHT, ESL, Nutritional Supplements, Dietetic Products, Juices, Nectar, vegetable)	CS	■
26	Beverage Base, Powder, other than individual portion count (example: Sports Drinks, Juices, Coffee, tea, Chocolate, baby formula, Pink Lemonade, Iced Tea Mix, energy drinks and Other Drink Related Products)	CS	■
27	Water – 12 Count Case and below, (example: Natural Spring, Purified, Distilled)	CS	■
28	Water – 13 to 24 Count Case, (example: Natural Spring, Purified, Distilled)	CS	■
29	Water – 25 to 34 Count Case, (example: Natural Spring, Purified, Distilled)	CS	■
30	Water – 35 Count Case and above, (example: Natural Spring, Purified, Distilled)	CS	■
31	Eggs - shell, Fresh	CS	■
32	Egg Product, Liquid, Frozen or Chilled	CS	■
33	Ice Cream and Ice cream Novelties (example: bulk, Cones, Sandwiches, Ice Pops, Fruit Bars)	CS	■
34	Dairy Products: (example: Cheese, Butter, Margarine, Spreads, Yogurt, Sour Cream, Liquid Creamers, Milk and Other Fresh Dairy Related Products)	CS	■
35	Bakery Products, Fresh (example: Bread, Rolls)	LB	■
36	Fresh Fruits and Vegetables (FF&V)	CS	■
37	Non-Food products -Food Service Operating Supplies (FSOS)	CS	■
38	Ice (Cubed or cylindrical)	LB	■

8. MANDATORY SOURCES (THE ABILITYONE PROGRAM)

- A. Certain supplies or services to be provided under this contract for use by the Government are **REQUIRED BY LAW** to be obtained from nonprofit agencies participating in the AbilityOne Program, which is governed by the U.S. AbilityOne Commission ("the Commission"), formerly known as the Committee for

Purchase From People Who are Blind or Severely Disabled ("the Committee"), under the authority of the Javits-Wagner-O'Day (JWOD) Act, 41 U.S.C. §§ 8501 - 8506. These items are referred to as "mandatory source items," "mandatory items," mandatory products," "mandatory supplies," "Ability One items," or other similar names. Any other commercial equivalent product with "essentially the same" product characteristics cannot be sold to the DLA Troop Support customers under this contract.

- B. The mandatory source items, which include food and non-food items, are required to be purchased from specific Non Profit Agency (NPA) manufacturers listed in the DLA Troop Support AbilityOne Mandatory Procurement List (MPL). The MPL may be found on the DLA Troop Support Subsistence AbilityOne website listed below. The listing of required mandatory products and manufacturers are subject to change when directed by the Commission.
- C. The website for AbilityOne information, which includes links to Mandatory Food and Non-Food items and manufacturers, is:

<http://www.dla.mil/TroopSupport/Subsistence/FoodServices/AbilityOne.aspx>
- D. For mandatory items, there is no customer usage limit required. The customer may order less than one case, when required.
- E. For mandatory source items, the Prime Vendor shall provide individual units/containers, when required. To permit the sale of individual units/containers in lieu of case quantities, stock numbers have been assigned for individual units/containers, where necessary. This is especially true of the Unistel items where the Prime Vendor will order by the case but distribute by the container (often referred to as split case).
- F. For mandatory source items, the Prime Vendor is expected to order in economic quantities in order to minimize costs to DLA Troop Support and its customers. Accordingly, the Prime Vendor shall order no less than one full pallet from each participating NPA. One full pallet may be comprised of a single item or a combination of items offered by the NPA.
- G. For mandatory source items, the Prime Vendor must ensure that, at a minimum, 30 days of stock are on hand to satisfy anticipated customer demand taking into account lead times for delivery from NPA manufacturer to the Prime Vendor. If the Prime Vendor is notified that any mandatory items are not available from the NPA manufacturer, the Prime Vendor must notify the Contracting Officer immediately.
- H. For mandatory source items, the Prime Vendor is required to expeditiously catalog the mandatory products and remove any commercial equivalent product with "essentially the same" product characteristics. If the removal and replacement will take longer than 30 days after notification by the Contracting Officer, the approval of the Contracting Officer must be obtained for the extension. To obtain approval, the Prime Vendor must provide the Contracting Officer with details for the delay, to include details of issues (i.e. outstanding orders, product in the pipeline, etc.) and provide the date when the catalogs will be updated. The Contracting Officer will notify the Subsistence AbilityOneTeam.
- I. The Prime Vendor is not authorized to submit catalog changes containing other commercial equivalent products with "essentially the same" product characteristics as the identified mandatory items.
- J. If the customer requests the Prime Vendor to carry other commercially equivalent products with "essentially the same" product characteristics but with a unique packaging requirement that is not currently provided by the NPA manufacturer, the Prime Vendor must notify the NPA manufacturer and the Contracting Officer in order to provide the NPA manufacturer with the opportunity to satisfy the unique packaging requirement being requested. The Prime Vendor's notification must include the customer's justification for the unique packaging requirement.

- K. Price and delivery information for the mandatory source item(s) are available directly from the NPA manufacturer(s) listed on the Subsistence website. The Prime Vendor shall make payments directly to the NPA manufacturer(s) making delivery. The current procurement list F.O.B. Origin prices as established by the Commission are included on the Subsistence website for the food and non-food products.
- L. The DLA Troop Support Subsistence Prime Vendor AbilityOne webpage will be updated for the following changes in: prices, ordering information, contractor locations, items (additions and deletions), AbilityOne-approved contractors, and purchase exceptions.
- M. The Prime Vendor will be notified via e-mail of changes to the MPL. The e-mail notification will identify the changes to the MPL and alert the Prime Vendor to check the DLA Troop Support Subsistence AbilityOne Program webpage. Additionally, changes to the MPL will be bolded for easy identification. The Prime Vendor shall confirm receipt of this e-mail notification.
- N. In certain circumstances, there may be a delay in posting and/or email notification to the Prime Vendor. When this occurs, a NPA manufacturer may issue the Prime Vendor a notification letter from the AbilityOne Commission, included on AbilityOne Commission letterhead, as proof of an applicable price or other change. The Prime Vendor shall treat such notification from the AbilityOne Commission as if the notification had been provided by DLA Troop Support.
- O. Any other commercial equivalent product with "essentially the same" product characteristics cannot be sold to DLA Troop Support customers under this contract. The Prime Vendor is not authorized to submit catalog changes containing other commercial equivalent products with "essentially the same" product characteristics as those items on the MPL.
- P. The following criteria should be used in determining if a commercial product is "essentially the same" as an AbilityOne MPL item:
- i. It has effectively the same form, fit and function.
 - ii. The AbilityOne item and commercial products may be used for the same purpose.
 - iii. The AbilityOne item and commercial products are relatively the same size and a change in size will not affect the use or performance.
 - iv. The appearance, color, texture, or other characteristic of the AbilityOne product and commercial product are not significantly different from one another
- Q. The only potential exception to this requirement is identified as follows:
- If the Prime Vendor is requested to carry items commercially equivalent to MPL items but with unique packaging requirements provided by the supplier, but not currently provided by the MPL source, the Prime Vendor must notify the Contracting Officer. The Contracting Officer will notify the Subsistence AbilityOne Team. The Prime Vendor must also notify the NPA manufacturer to provide the NPA manufacturer with the opportunity to satisfy the unique packaging requirement being requested. The Prime Vendor's notification must include the customer's justification for the unique packaging requirement.
- R. Payments shall be made directly to the NPA source.
- S. Monthly MPL Competing Item Reports are issued for each active Prime Vendor catalog. The monthly MPL Competing Item Reports are sent to the administering Contracting Officer (KO) and Tailored Vendor Logistics Specialist (TVLS). These reports will be reviewed to ensure active catalogs include the MPL items. The KO and TVLS will contact the Prime Vendor of competing item violations in order to ensure the mandatory item will be sourced and cataloged properly and in a timely manner.

9. CENTRAL/NATIONAL CONTRACTS

DLA TROOP SUPPORT reserves the right to issue Indefinite Delivery Type Contracts (IDTCs) to various suppliers for specific products to be distributed by the Contractor. It may be mandatory for the Contractor to order directly from these contracts. In the event the contracts do not specify the supplier(s) as a mandatory source, these contracts will provide the price ceiling for these items in the same/similar packaging, and if the Contractor chooses to catalog items from another source, other than that of the IDTC, the price charged by the Contractor to the ordering activity will not exceed the IDTC price, plus the Contractor's contract fixed distribution price. At time of award, and at other times when applicable, DLA TROOP SUPPORT will provide the Contractor with a list and copy of all IDTCs awarded, or it will be posted on the DLA TROOP SUPPORT website, to include their sourcing terms and conditions.

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

10. NATIONAL ALLOWANCE PROGRAM AGREEMENT (NAPA) DISCOUNTS

A. Definitions:

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

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

C. Under the NAPA Program, Agreement Holders will:

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

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

E. Under a contract resulting from this solicitation:

1. The Contractor agrees to catalog and bill the invoice price less the NAPA allowance to the Government, and initiate a bill-back to the Agreement Holder, if any activity orders any product covered by a NAPA. The Agreement Holder will reimburse allowances to the Contractor within a time period mutually agreeable to the Contractor and the Agreement Holder.

2. DLA TROOP SUPPORT will attempt to facilitate resolution of any such disputes, but DLA Troop Support disclaims any liability under such disputes.

F. The NAPA Program is for the exclusive use of DLA TROOP SUPPORT customers purchasing product under the resultant contract.

G. NAPA Tracking Program: The Contractor agrees to comply with the requirements of DLA TROOP SUPPORT's Tracking Program and shall provide the required product information to support the NAPA allowance and sales tracking website. Data shall be submitted as follows:

1. The required information shall be formatted into a flat ASCII data file.
2. The data file shall be submitted electronically via FTP to ftp://ftp.one2oneus.com. To obtain a username and password please contact the contracting officer.
3. File naming convention of yyyyymmdd[xxxx].txt should be used when transferring a data file to the ftp site. Where xxxx can be used to keep data file names unique if transmitting more than once per day.
4. The information shall be submitted weekly.
5. The content of the data file includes a recap of all invoices submitted under all contracts of the prime vendor program for the previous week. The contents of the data file shall include all the information shown in the chart below.
6. Tracking Program Data Chart:

	No	Field Name	Field Description	Width	Format
SHIPPING LOCATION HEADER	0	TRANSDATE	Transaction System Date	10	MM/DD/YYYY
	1	CONTNO	Prime vendor DLA TROOP SUPPORT Contract Number	13	Alpha-Numeric
	2	PONO	Customer Purchase Order Number	14	Alpha-Numeric
	3	INVNO	Prime vendor Invoice Number	8	Alpha-Numeric
	4	INVDAT	Prime vendor Invoice Date	10	MM/DD/YYYY
	5	SHIPDATE	Prime vendor Ship Date	10	MM/DD/YYYY
	6	RELEASENO	PO Release Number/Call	4	Alpha-Numeric
	7	DODAACNO	DODAAC	6	Alpha-Numeric
	8	CUSTNO	Prime vendor Customer Number	15	Alpha-Numeric
	9	SHIPTONAME	Prime vendor Ship to Name	80	Alpha-Numeric
	10	SHIPTOADD1	Prime vendor Ship to Address 1	50	Alpha-Numeric
	11	SHIPTOADD2	Prime vendor Ship to Address 2	50	Alpha-Numeric
	12	SHIPTOCITY	Prime vendor Ship to City	50	Alpha-Numeric
	13	SHIPTOSTATE	Prime vendor Ship to State	20	Alpha-Numeric
	14	SHIPTOZIP	Prime vendor Ship to Zip	20	Alpha-Numeric
ITEM INFORMATION	15	SHIPTOCOUNTRY	Prime vendor ship to country	25	Alpha-Numeric
	16	PARTNO	Prime vendor Product Part Number	25	Alpha-Numeric
	17	NSN	Government NSN Number	13	Alpha-Numeric
	18	MFGSKU	Manufacturer SKU	20	Alpha-Numeric
	19	MFGUPC	Manufacturer UPC	20	Alpha-Numeric
	20	MFGNAME	Manufacturer Name or Manufacturer Brand Label Name	80	Alpha-Numeric
	21	PVDESC	Prime vendor Product Description	100	Alpha-Numeric
	22	CWITEM	Catch weight Item? (Y/N)	1	Y or N
	23	UNITWT	Case net weight	12	S999999.9999
	24	WUOM	Case net weight unit of measure	3	Alpha
	25	PACKAGE	Packaging description	35	Alpha
QTY	26	QTYINV	Quantity Invoiced / Returned – A negative is a return!	12	S999999.9999

PRICE	27	QTYUOM	Quantity invoiced unit of measure	3	Alpha
	28	UNITPRC	Unit price	12	S999999.9999
	29	UNITPRCUOM	Unit price unit of measure	3	Alpha
	30	UNITPRCCONV	Unit price conversion	12	S999999.9999
	31	EXTPRICE	Extended price	12	S999999.9999
NAPA	32	UNITALLOW	Napa unit allowance amount	12	S999999.9999
	33	ALLOWUOM	Napa unit allowance unit of measure	3	Alpha
	34	ALLOWCONV	Napa unit allowance conversion	12	S999999.9999
OTHER	35	OTHALLOW	All other allowances	12	S999999.9999
	36	OTHALLOWUOM	All other allowances unit of measure	3	Alpha
	37	OTHALLOWCONV	All other allowances conversion	12	S999999.9999
MAKRUP	38	MARKUP	Prime vendor unit distribution price	12	S999999.9999
	39	MARKUPUOM	Prime vendor unit distribution price unit of measure	3	Alpha
	40	MARKUPCONV	Prime vendor unit distribution price conversion	12	S999999.9999
COST	41	LANDCOST	Prime vendor landed cost	12	S999999.9999
	42	LANDCOSTUOM	Prime vendor landed cost unit of measure	3	Alpha
	43	LANDCOSTCONV	Prime vendor landed cost conversion	12	S999999.9999

1. General Notes concerning formatting fields of data.
 - a. ALPHA-NUMERIC fields are to be left justified and padded with spaces to fill up the required field width.
 - b. DATE fields are to be formatted according to the following: MM/DD/YYYY. The slashes are included in the data value.
 - c. NUMERIC fields are to be formatted as specified and can be right or left justified. Leading zeros are not required but are allowed. Sign must be in front of leftmost number. Trailing spaces are allowed. The following examples are VALID: "-0000123.4500" "-123.4500" or "-123.45." The following are NOT valid: "-123.4500" "+123.4500" or "123.4500-."
2. Field specific notes concerning data content and formatting. Ordered according to field number within chart above.
 0. Computer system transaction date. The date the transaction was created. This critical field is required to ensure that each week's transmission does not overlap and/or overlook any data. If your organizations data does not allow back dated or future dated invoice dates, then you can use the invoice date for this field.
 1. Your DLA TROOP SUPPORT Contract Number (e.g. SP030098D1234) Matching 850/810 EDI document
 2. The Military Base's Purchase Order Number (e.g. FT906880631234) Matching 850/810 EDI document.
 3. Your invoice number. (e.g. 00012356) Matching 810 EDI document
 4. Your invoice date. (e.g. 31 Jan 2005 = 01/31/2005) Matching 810 EDI document.
 5. Ship date. (e.g. 31 Jan 2005 = 01/31/2005)
 6. Release Number/Call Number from the originating Purchase order (e.g. 063A) Matching 850/810 EDI document.
 7. Department of Defense Activity Address Directory. (e.g. FT9068) Matching 850/810 EDI document.
 8. Contractor assigned customer number. (e.g. 00020)

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CONUS PRIME VENDOR

9. Ship to location name. Please provide full description of the location. (e.g. FT BLISS/DINING HALL C)
10. Address line 1 of ship to name.
11. Address line 2 of ship to name.
12. City name of ship to name.
13. State of ship to name.
14. Zip code of ship to name if applicable
15. Country of ship to name.
16. Contractor's part number of the product that shipped. All leading zeros are required. All characters such as dashes are also required if the vendor uses the character in their part number identifier. (e.g. 0012345-24567V) This correlates to the part number submitted on the 810 invoice document.
17. This field represents National Stock Number assigned by DLA TROOP SUPPORT also known as the Customer Part Number. (e.g. 891500E210123)
18. Manufacturer's/Supplier's part number of the product. All leading zeros are required. All characters such as dashes are also required if the manufacturer uses the character in their part number identifier. (e.g. 12345)
19. Manufacturer's UPC or SCC number of the product. The UPC should be formatted as a UPC or SCC. (e.g. 0-54321-12345-9 or 001-54321-12345-9) If your system does not provide the check digit it may be omitted.
20. This field needs to identify the manufacturer (not necessarily the supplier) of the product. Please indicate the manufacturer or brand name or some code indicating the same. If you use a code, please provide an additional listing of those codes and their description. Please note, this is the manufacturer of the product not necessarily who supplied you the product.
21. This field represents Contractor product description. (e.g. CRACKERS 5/1 LB)
22. This is a flag indicating if the item is a catch weight item. (e.g. "Y")
23. This is the case net weight of the product shipped. (e.g. 000022.4500)
24. This is the case net weight unit of measure. (e.g. "LB")
25. This field represents the packaging description. (e.g. 6 - 5 LB PERCASE)
26. This field represents quantity invoiced. (e.g. 2 units = 000002.0000)
27. This field represents unit of measure of quantity invoiced in field 26 (e.g. CS or LB)
28. This field represents the unit price (e.g. 000019.99)
29. This field represents the unit price unit of measure (e.g. LB)
30. This field represents the unit price conversion factor to quantity unit of measure (field 28). (e.g. 000020.0000) If field 28 is "CS" then this means there are 20 pounds in each case.
31. This field represents the Extended Price charged for the Quantity Invoiced in field 27. (e.g. \$39.98 = 000039.9800) This is typically calculated by multiplying field 26 times field 28 if field 27 equals field 29.
32. This is the off-invoice allowance amount. It can be found in the NAPA table. If the product is not subject to a NAPA allowance, then please set this field to zero. (e.g. 0000000.3500)
33. This is the allowance unit of measure for field 32. It can be found in the NAPA table. If the product is not subject to a NAPA allowance, then please leave this field blank. (e.g. CS or LB)
34. This field represents allowance unit of measure conversion factor which is conversion from field 33 to field 27.
35. All other allowances dollar amount. Such as food show allowances, etc.
36. Unit of measure for field 35.
37. All other allowance unit of measure conversion factor which is conversion from field 36 to field 27.
38. For each item, provide the applicable markup amount. As previously negotiated

with DLA TROOP SUPPORT, you have assigned a markup amount to each food category or to each item. This amount should correspond to the unit of measurement of field 27. This is required in order to insure that a NAPA allowance was provided off-invoice.

39. This field represents unit of measure for field 38.
40. This field represents Contractor unit distribution price unit of measure conversion factor which converts from field 39 to 27.
41. This field represents Contractor landed cost for the item shipped. (e.g. 0000002.5000)
42. This field represents Contractor landed cost unit of measure. (e.g. CS or LB)
43. This field represents Contractor landed cost conversion factor which converts from field 42 to 27.

11. CURRENT BRAND NAME ITEMS

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

12. BEVERAGE DISPENSERS

- A. When requested, the Contractor is responsible to furnish all hot and cold beverage dispensing machines, without additional charge to the Government, as well as the beverage products as listed in the STORES Vendor Item Catalog. The upkeep of the machines consisting of, but not limited to, labor, transportation, and supplies required to repair and maintain the equipment, shall be the sole responsibility of the Contractor.
- B. The Contractor shall be responsible to furnish mechanically refrigerated dispensing machines and heads suitable for use with the Contractor's bag-in-the-box juices and drinks product and mixes. A sufficient number of machines and dispensing heads shall be installed in the customer's facility to accommodate the specific needs of each ordering activity. The Contractor will be responsible to provide a technically qualified service representative to perform maintenance and quality control inspections, as required, and upon notice of the customer of a problem on each dispensing system.
- C. Any equipment or material furnished by the Contractor shall remain the property of the Contractor and will be returned to the Contractor at the conclusion of the contract in the same condition in which it was received, fair wear and tear excepted. Any concerns of excessive "wear and tear," as noticed during routine maintenance and/or customer problem notification shall be immediately brought to the attention of the Contracting Officer for further investigation.

13. INVENTORY REQUIREMENT / NEW ITEMS

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

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

- B. Special Order / Holiday Items are excluded from the 20-case requirement. In addition, specialty

items required in support of Child Daycare Centers (CDCs), Youth Centers, Hospitals, and Nutritional Medicine Customers are excluded from the 20-case requirement. Such items include, but are not limited to, the following: baby food, baby formula, nutritional shakes, food for feeding tubes, diced pears, and diced peaches. These items are still required to be cataloged and carried in the Contractors inventory even if the average usage rate is less than 20 cases per month.

- C. There is no 20-case requirement for Mandatory Product List (AbilityOne) items. The contractor shall catalog and carry inventory for MPL items when required. (See Paragraph 8, Mandatory Items, above.)
- D. Throughout the period of contract performance, a customer base or dining facility may undergo a new menu initiative or transformation that will result in a significant number of catalog changes and the addition of several new items. Items that are required to support the new menu must be added to the catalog and are excluded from the 20-case requirement for a two-month period from the time of the menu implementation. Menu implementation is the date when all items are available for order on the catalog and the customer begins ordering those items.
- E. The Contractor shall source and add new items to the catalog within a maximum of 30 days (for new suppliers) (or 21 days for existing suppliers) of notification of the Contracting Officer's approval of price reasonableness. The Contractor must notify DLA Troop Support and the requesting activity when new items are available for distribution.
- F. The Contractor will be responsible for notifying the Contracting Officer on a monthly basis if any catalog item is not meeting the 20-case monthly average usage so that the item may be considered for deletion from the catalog.
- G. The Contractor is encouraged to introduce new food items to the customers, as well as to show cost effective alternatives to their current choices.
- H. All new items need the approval of the individual military services' headquarters prior to stocking the item. New item additions and/or changes to LSNs must be authorized in writing by the Contracting Officer prior to the 832 catalog update transmissions.
- I. When a new item is being added to the catalog to replace an item that is currently on the catalog, inventory of the current cataloged item must be depleted before the new item can be added to the catalog.
- J. The Government is not obligated to purchase any items that are required to be cataloged and inventoried or any other part of this solicitation and the resulting contract. The Government's only legal obligation under this indefinite quantity contract is to purchase the guaranteed minimum dollar value (see Statement of Work section I.1.E. and FAR 52.216-22, which is incorporated in this solicitation/contract).

II. PACKAGING AND LABELING/MARKING

- A. All packaging and packing shall be in accordance with good commercial practice. Labeling shall be in accordance with commercial labeling complying with the Federal Food, Drug and Cosmetic Act and regulations promulgated there under (See below, paragraph, II. L.). Shipping containers shall be in compliance with the National Motor Freight Classification and Uniform Freight Classification Code. The Contractor shall be responsible for abiding by any applicable packaging, packing, and marking regulations of the various countries in/through which product will be stored/transported.
- B. Semi-perishable items shall be snugly packed in shipping containers that fully comply with the National Motor Freight Classification and Uniform Freight Classification Code, as applicable.

- C. All raw ground beef items are required to have the fat/lean ratio declared on the label (for example, 85% lean, 90% lean). Any ground beef product not declaring the fat/lean ratio will not be acceptable.
- D. Frozen product must be processed and packed to allow removal of the individual units from the container without damage to that or other units. The intent is to be able to remove only that amount of product required for current needs, without the necessity of defrosting all units. Meats, poultry, and seafood should be vacuum packed when practicable. In all instances, the packaging must protect the product from freezer burn and contamination.

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

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

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

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

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

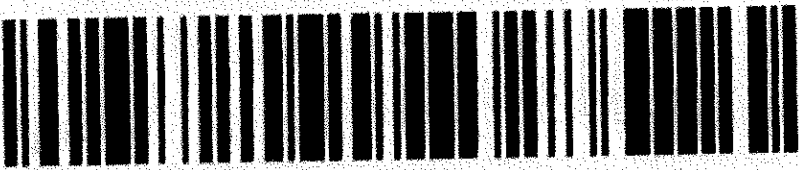
All Contractor shipments must be palletized in accordance with good commercial practices. Standard size: 40 x 48 inch pallet, but no higher than 60 inches is acceptable. The Contractor is responsible for the purchase of all pallets. Pallet retrieval and all associated costs shall be the responsibility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

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

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

by law either jointly, severally or alternatively, whether simultaneously or at different times,
constitute an election of remedies.

81014A2 042/48 B 0133	5# BX PBD/BEATRICE CHEESE CHSE,AM 120SL YLW 83511 30630198 USS TARAWA 40740000701	07719 04/25/2000 LHA1 R20550	FIC: U38 CHEESE, AMERICAN, PROCESSED, 120 SLICES PER PG, 4 PG PE R CASE 5# BX GROSS WEIGHT 20.5 CUBE 0.364 SP030000D2945 US FOODSERVICE, LA MIRADA CA. 90638
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EXP DATE 08/25/2000
PACK DATE 02/27/2000
NSN 8910-00-656-0993
MFG. PBD/BEATRICE CHEESE

(e) To ensure that the receiving activity properly handle and store items, standard commercial precautionary markings such as "KEEP FROZEN," "KEEP REFRIGERATED," etc. shall be used on all cases when appropriate.

(f) All products delivered by the Contractor will have an "open coded" (month/year) "Date of Pack" (DOP) and an "open coded" "Best When Used By Date", "Sell by Date", date of production, date of processing/pasteurization or similar marking indicating the end of the guaranteed freshness date.

(g) All beef, pork, lamb, and veal items shall be packaged in a vacuum process, gas flushed and wrapped in polyethylene wrapping, or vacuum packed and received in a frozen state. All poultry and seafood items are

to be received in a frozen state. Commercial cartons will be used for all boxed items. **The Contractor should maximize the use of commercial packing that employs sturdy containers. Head space shall conform to standard commercial practice. Case weights should not exceed sixty (60) pounds. Case weights for high volume items should not be less than forty (40) pounds.** These items will be identified at cataloging. Clarification and changes of high volume items will continue throughout the life of this contract.

- (h) Packaging for shipboard stowage may require deviation from standard commercial pack. Product should be snugly packed.
- (i) Commercial cartons that fail to hold up under ship board stowage conditions must be changed to ensure product durability.

III. INSPECTION AND ACCEPTANCE

1. POINT OF INSPECTION AND ACCEPTANCE

- A. Inspection and acceptance of products will be performed at destination. The inspection is normally limited to identity, count and condition; however, this may be expanded if deemed necessary by either the military Veterinary Inspector, Dining Facility Manager, Food Service Advisor/Officer, or the Contracting Officer.
- B. All deliveries are subject to Military Veterinary/Medical inspection, if deemed necessary or as requested by the customer/Receiving Officer. The Contractor's delivery vehicles shall be equipped to maintain the appropriate temperatures and product segregation as necessary to deliver products at the proper temperature. Deliveries shall be made in clean, closed vehicles. When transporting food items, the vehicles shall be maintained in good sanitary condition to prevent contamination of the material. Delivery vehicles used to deliver items under this contract shall be subject to military veterinary inspection at destination. In addition, the delivery vehicles will be inspected for cleanliness and condition.
- C. The Government's authorized receiving official at each delivery point is responsible for inspecting and accepting products as they are delivered. The delivery ticket shall not be signed prior to the inspection of each product. All overages/shortages/returns are to be noted on the delivery ticket by the Government's authorized receiving official and the truck driver. The Government's authorized receiving official's signature on the delivery ticket denotes acceptance of the product.
- D. The Contractor shall forward three (3) copies of the delivery ticket/invoice with the shipment. The receiving official will use the delivery ticket/invoice as the receipt document. All three copies must be signed by the customer and the driver. One copy will remain with the customer and the other two copies will go back with the driver to the Prime Vendor facility. No electronic invoice shall be submitted for payment until acceptance is verified.

2. REJECTION PROCEDURES

- A. If product is determined to be defective, damaged, and/or compromised in any other manner, it may be rejected by the Government's authorized receiving official.
- B. Product found to be non-conforming or damaged, or otherwise suspect, the Government's authorized receiving official shall reject the item and/or determine the course of action to be taken with the product in question. The final decision to accept or reject the product is to be made by the Government's authorized receiving official.

- C. In the event an item is rejected, the delivery ticket/invoice shall be annotated as to the item(s) rejected. These items shall then be deducted from the delivery ticket/invoice. The invoice total must be adjusted to reflect the correct dollar value of the shipment. Replacements may be authorized based on the customer's needs. To the greatest extent possible, on an as-needed, emergency basis, same day re-delivery of items that were previously rejected shall be made, so that the customer's food service requirements do not go unfulfilled for that day. The re-delivered items will be delivered under a separate invoice utilizing a new order. These re-deliveries will not constitute an emergency, separate requirement and therefore will have no additional charges.
- D. In the event that a product is rejected after delivery is made, the Contractor will pick up the rejected product or make other disposition arrangements deemed acceptable by the customer. Credit due to the ordering activity as a result of the rejected product being returned, will be handled through a receipts adjustment process in STORES. If the vendor has already been paid for the product, a claim will be issued through DLA TROOP SUPPORT's financial system and the Contractor shall promptly pay the claimed amount. In all cases, one (1) copy of the credit memo is to be given to the customer and one (1) copy of the credit memo is to be sent to the DLA TROOP SUPPORT Contracting Officer.
- E. It is a requirement of this Contract that product shall be inspected by the Government upon receipt as promptly as practicable. However, failure to promptly inspect or accept supplies at the time of receipt shall not relieve the Contractor from responsibility, nor impose liability on any of the customers, for nonconforming supplies. When an item is rejected the vendor is to take the food back to its location.
- F. Supplies transported in vehicles which are not sanitary, or which are not equipped to maintain prescribed temperatures, may be rejected without further inspection.

IV. QUALITY ASSURANCE

1. CONTRACTOR'S QUALITY ASSURANCE PROGRAM

- A. The Contractor shall use a Supplier Selection or Certification program to ensure standardized product quality for each item supplied and/or listed in the stock catalogs, regardless of supplier. The product quality shall be equal to that described in the pertinent item specification. Product characteristics shall be standardized to the extent that variations in product appearance, grade, yield, taste, texture, etc. shall be minimized.
- B. The Contractor shall maintain a quality program for the product acquisition, warehousing and distribution to assure the following:
 - 1. Standardized product quality;
 - 2. Wholesome product by veterinary standards
 - 3. The usage of First-Expired, First-Out (FEFO) is preferred; then First-In, First-Out (FIFO)
 - 4. Product shelf life managed and monitored (by date of pack/production of the item);
 - 5. Items are free of damage;
 - 6. Correct items and quantities are selected and delivered;
 - 7. Ensure requirements of the Berry Amendment are met;
 - 8. Customer satisfaction is monitored;
 - 9. Product discrepancies and complaints are resolved and corrective and preventive action is initiated;

10. Manufacturer, FDA, or DoD initiated food recalls are promptly reported to customers and DLA TROOP SUPPORT;
 11. Compliance with EPA and OSHA requirements;
 12. Compliance with FSMA (Food Safety Modernization Act) requirements;
 13. Distressed or salvaged items or products shall not be used;
 14. Applicable food products delivered originate from a source listed as a Sanitarily Approved Food Establishment for Armed Forces Procurement and/or listed in the USDA-AMS Good Agricultural Practices (GAP) Verification Directory or the USDA-AMS Good Handling Practices (GHP) Verification Directory for fresh fruits and vegetables, as applicable. Bulk Fresh fruits and vegetables suppliers must be inspected and listed under the USDA-AMS GAP and/or the GHP Directory.
 15. Hazard Analysis and Critical Control Point (HAACP), if applicable;
 16. Commercial standards are used to maintain temperatures appropriate for individual items.
- C. The Contractor shall have a formal quality assurance program and a quality control manager that is responsible for oversight of the program. All aspects of quality as related to this Subsistence Prime Vendor Program shall be proactively monitored and evaluated by the Contractor.
- D. All products shall be properly managed by the Prime Vendor to avoid the expiration of product. The Prime Vendor will bear all risk, including associated costs, with product expiration. The Government will not be liable for any expired product costs under this contract.
- E. It is the policy of the Federal Government to encourage responsible uses of medically important antibiotics in the meat and poultry supply chain by supporting the emerging market for meat and poultry that has been produced according to responsible antibiotic-use policies, defined as those policies under which meat and poultry producers use medically important antibiotics only under veterinary oversight and only when needed to prevent, control, and treat disease – but not for growth promotion. This policy is expected to be in place in 2020; however, offerors are strongly encouraged to begin adopting responsible antibiotic-use policies prior to this date. More information about this policy can be found at:
<https://www.whitehouse.gov/the-press-office/2015/06/02/fact-sheet-over-150-animal-and-health-stakeholders-join-white-house-effo>"

2. PRODUCT QUALITY & SHELF LIFE REQUIREMENTS

For all Customers, acceptance of supplies awarded under this solicitation will be limited to product processed and packed from the latest seasonal pack during the contract period. The SPV Contractor shall use First Expired First Out (FEFO); however, the First In First Out (FIFO) method is acceptable, in accordance with its regular commercial practice. All products delivered shall be as fresh as possible and within the manufacturer's original shelf life (i.e., Best if Used by Date, Expiration Date, or other markings). Products commonly sold "Chill" in the commercial market but required/identified as "Frozen" in the DLA TROOP SUPPORT item description (due to customer need) should be purchased frozen from the manufacturer. These highly-perishable and short-shelf life items may include but are not limited to: hot dogs, bologna, bacon, deli meat(s), cooked ham(s), other cooked meat(s), and cheeses. These items should be frozen at the manufacturer's plant (preferably) and/or shall be blast-frozen by the Contractor following the manufacturer's "Freeze-by-Date" guidelines to preclude degradation and to extend shelf-life. Documentation of the manufacturer's recommended "Freeze-by-Date" and the frozen item recommended shelf life should be available for review if the product is blast-frozen at the Contractor's facility. Products required by the DLA TROOP SUPPORT Item Description to be

chilled must be maintained and delivered chilled; products required to be frozen must be delivered frozen to the DLA TROOP SUPPORT customer. Unless approved by the Contracting Officer, no product shall be slow-frozen. Cottage cheese and cream cheese shall not be frozen under any circumstance.

A. Shelf life requirements:

1. For annual pack items, products shall be from the latest seasonal pack available, and shall not be older than one year from Date of Pack/Production Date upon receipt at the Contractor facility or the immediate prior year's pack during brief "carry-over" periods in accordance with commercial practice, unless approved in advance by the Contracting Officer.
2. For items produced with shelf life greater than 90 days, no product shall be delivered to customers with less than 30 days manufacturer's original shelf life remaining unless the customer grants prior written approval to the Contracting Officer who will in turn notify the Contractor.
3. For items produced with shelf life less than 90 days, no product shall be delivered to customers with less than 5 days manufacturer's original shelf life remaining unless the customer grants prior written approval to the Contracting Officer who will in turn notify the Contractor.

4. PRODUCT QUALITY FOR FRESH FRUITS AND VEGETABLES

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

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

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

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

E. Level of Product Quality:

1. All items must meet the Government's item description of their assigned Government stock number.

2. When designating an item as a match for the DOD item in the Market Basket listed in the solicitation, the item must be:
 - a. Identical in respect to packaging when the DoD unit of issue is not described by weights (e.g. pound or ounce).
 - b. Identical for portion/package size and units per pack.
 - c. Equivalent in respect to grade or fabrication.
 - d. Commercial standards should be used to maintain temperatures appropriate for individual produce items during storage and delivery to DLA Troop Support customers.
3. All items must meet or exceed the Government's item description of their assigned Government stock number and the specified US. Grade. The grade requirement which is acceptable for canned fruit and vegetables will meet Grade B or better; for the Army, Grade A is preferred. Please refer to the each buyer's guide for further detailed specifications.

3. SHELF LIFE REQUIREMENTS FOR DAIRY PRODUCTS

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

4. ACCEPTANCE REQUIREMENTS FOR FROZEN ITEMS

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

5. WARRANTIES

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

6. WAREHOUSING AND SANITATION PROGRAM/STORED PRODUCT PEST MANAGEMENT

The Contractor shall develop and maintain a sanitation program and a stored product pest management program for the food and other co-located non-food items that comply with industry standard programs such as the Code of Federal Regulations, Title 21, Part 110, Good Manufacturing Practices (GMPs), Food Safety Modernization Act (FSMA), the Federal Insecticide, Fungicide, and Rodenticide Act, the Food, Drug, and Cosmetic Act of 1938 as well as other pertinent US federal, state and local laws and regulations (and other

applicable laws in US Territories and other countries where facility is located) applicable to products and facility. Records of inspections performed by the firm, Subcontractor, or recognized industry association shall be maintained and made available to the Government at the Contracting Officer's request. Any findings by the firm or its agent documenting a critical sanitation deficiency shall be reported immediately to the Contracting Officer with an attached report of corrective action.

7. PRODUCT SANITARILY APPROVED SOURCE REQUIREMENTS

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

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

8. SANITARY CONDITIONS

(a) Food establishments.

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

- (i) Meat and meat products and poultry and poultry products may be supplied from establishments which are currently listed in the "Meat, Poultry and Egg Inspection Directory," published by the United States Department of Agriculture, Food Safety and Inspection Service (USDA, FSIS), at <http://www/fsis.usda.gov/wps/portal/fsis/topics/inspection/mpi-directory>. The item, to be acceptable, shall, on delivery, bear on the product, its wrappers or shipping container, as applicable, the USDA shield and applicable establishment number. USDA listed establishments processing products not subject to the Federal Meat and Poultry Products Inspection Acts must be listed in the Worldwide Directory for those items.
- (ii) Intrastate commerce of meat and meat products and poultry and poultry products for direct delivery to military installations within the same state (intrastate) may be supplied when the items are processed in establishments under state inspection programs certified by the USDA as being "at least equal to" the Federal Meat and Poultry Products Inspection Acts. The item, to be acceptable, shall, on delivery, bear on the product, its wrappers or shipping container, as applicable, the official inspection legend or label of the inspection agency and applicable establishment number.
- (iii) Shell eggs may be supplied from establishments listed in the "List of Plants Operating under USDA Poultry and Egg Grading Programs" published by the USDA, Agriculture Marketing Service (AMS) at <http://www.ams.usda.gov/poultry/grading.htm>.
- (iv) Egg products (liquid, dehydrated, frozen) may be supplied from establishments listed in the "Meat, Poultry and Egg Product Inspection Directory" published by the USDA FSIS at http://apps.ams.usda.gov/plantbook/Query_Pages/PlantBook_Query.asp. All products, to be acceptable, shall, on delivery, bear on the product, its wrappers or shipping container, as applicable, the official inspection legend or label of the inspection agency and applicable establishment number.
- (v) Fish, fishery products, seafood, and seafood products may be supplied from establishments listed under "U.S. Establishments Approved For Sanitation And For Producing USDC Inspected Fishery Products" in the "USDC Participants List for Firms, Facilities, and Products", published electronically by the U.S. Department of Commerce, National Oceanic and Atmospheric Administration Fisheries (USDC, NOAA) (available at: seafood.nmfs.noaa.gov). All products, to be acceptable, shall, on delivery, bear on the product, its wrappers or shipping container, as applicable, the full name and address of the producing facility.
- (vi) Pasteurized milk and milk products may be supplied from plants having a pasteurization plant compliance rating of 90 percent or higher, as certified by a state milk sanitation officer and listed in "Sanitation Compliance and Enforcement Ratings of Interstate Milk Shippers" (IMS), published by the U.S. Department of Health and Human Services, Food and Drug Administration (USDHHS, FDA) at <http://www.fda.gov/Food/GuidanceRegulation/FederalStateFoodPrograms/ucm2007965.htm>. These plants may serve as sources of pasteurized milk and milk products as defined in Section I of the "Grade 'A' Pasteurized Milk Ordinance" (PMO) published by the USDHHS, FDA at <http://www.fda.gov/Food/GuidanceRegulation/GuidanceDocumentsRegulatoryInformation/Milk/default.htm>.
- (vii) Manufactured or processed dairy products only from plants listed in Section I of the "Dairy Plants Surveyed and Approved for USDA Grading Service", published electronically by Dairy Grading Branch, AMS, USDA (available at: <http://www.ams.usda.gov/AMSV1.0/getfile?dDocName=STELPRD3651022>) may serve as sources of manufactured or processed dairy products as listed by the specific USDA product/operation code. Plants producing products not specifically listed by USDA product/operation code must be Worldwide Directory listed (e.g., plant is coded to produce cubed cheddar but not shredded cheddar; or, plant is coded for cubed cheddar but not cubed mozzarella). Plants listed in Section II and denoted as "P" codes (packaging and processing) must be Worldwide Directory listed.

- (viii) Oysters, clams and mussels from plants listed in the "Interstate Certified Shellfish Shippers Lists" (ICSSL), published by the USDHHS, FDA at <http://www.fda.gov/food/guidanceregulation/federalstatefoodprograms/ucm2006753.htm>.
- (3) Establishments exempt from Worldwide Directory listing. Refer to AR 40-657/NAVSUPINST 4355.4H/MCO P1010.31H, Veterinary/Medical Food Safety, Quality Assurance, and Laboratory Service, for a list of establishment types that may be exempt from Worldwide Directory listing. (AR 40-657 is available from National Technical Information Service, 5301 Shawnee Road, Alexandria, VA 22312 ; 1-888-584-8332 ; or download from web site: <https://armypubs.army.mil/Search/ePubsSearch/ePubsSearchForm.aspx>
For the most current listing of exempt plants/products, see the Worldwide Directory (available at: <http://phc.amedd.army.mil/topics/foodwater/ca/Pages/DoDAApprovedFoodSources.aspx>).
- (4) Subsistence items other than those exempt from listing in the Worldwide Directory, bearing labels reading "Distributed By", "Manufactured For", etc., are not acceptable unless the source of manufacturing/processing is indicated on the label or is included/added to the listing of manufacturers provided to the Contracting Officer in accordance with II. PACKAGING AND LABELING/MARKING, H.
- (5) When the Military Medical Service or other Federal agency acceptable to the Military Medical Service determines the levels of food safety and food defense of the establishment or its products have or may lead to product contamination or adulteration, the Contracting Officer will suspend the work until such conditions are remedied to the satisfaction of the appropriate inspection agency. Suspension of the work shall not extend the life of the contract, nor shall it be considered sufficient cause for the Contractor to request an extension of any delivery date. In the event the Contractor fails to correct such objectionable conditions within the time specified by the Contracting Officer, the Government shall have the right to terminate the contract in accordance with the "Default" clause of the contract.
- (b) Delivery conveyances.

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

9. PRIME VENDOR QUALITY SYSTEMS MANAGEMENT VISITS AND AUDITS

A. QUALITY SYSTEMS MANAGEMENT VISITS (QSMVs)

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

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

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

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

The Contractor must address and take corrective and preventive action to any concerns identified as a result of the QSMV, within the required timeframe as cited in the QSMV report or out brief. Concerns identified during the QSMV, or Contractor failure to take corrective action in response to QSMV findings, will be grounds for terminating the Contractor's contract. The Government may, at its discretion, take other action to correct the concerns identified during the QSMV such as but not limited to unannounced QSMVs. Such action will not eliminate the Government's right to terminate the Contractor's contract should the identified concerns continue, the Contractor fails to take corrective and preventive action, or the Contractor's corrective action fails to correct the problem.

B. PRIME VENDOR PRODUCT QUALITY AUDITS:**1. Basic Audits**

- a. The DLA TROOP SUPPORT Prime Vendor Product Quality Audit Program, covering all Food Classes within the Contractor's catalog (Meat, Poultry, Seafood and Processed Products, and other items, "Miscellaneous" as deemed appropriate) functions as a Service and Quality Assurance check for our DoD customers to ensure the war fighters are receiving products of an optimum quality level. The audit objectives are to ensure:
 - i. Contractor adherence to contract requirements
 - ii. The quality level of the materials supplied is satisfactory and uniform throughout the DLA TROOP SUPPORT-FT Prime Vendor Regions.
 - iii. There is no product misrepresentation or unapproved substitution.
- b. The Audit objectives are accomplished utilizing the expertise of the U.S. Dept. of Agriculture (USDA) Agricultural Marketing Service (AMS) Meat, Poultry and Processed Products Graders, U.S. Dept. of Commerce (USDC) National Marine Fisheries Services and DLA TROOP SUPPORT-FT Quality Assurance personnel. Representatives from the above agencies form the DLA TROOP SUPPORT Prime Vendor Product Quality Audit Team.
- c. The Contractor will undergo an audit at least once per contract period. The audits are conducted as a product cutting. The cost of one Food Audit is estimated at \$11,000.00 (for product cost only). The Contractor will provide samples of catalog items chosen by the government at a cost of up to \$11,000.00 per audit. In addition to this amount, if a Produce Quality Audit is performed the Contractor will also provide produce sample items at a cost of up to \$1,500. The Contractor is required to provide the following support to the DLA Troop Support Audit Team: personnel and equipment to select, separate, move, and discard audit samples and to monitor thawing of some products before and during the audit. The Contractor is hereby notified that the DLA Troop Support Audit Team may take digital pictures during the audit. Additional cost may be incurred by the Contractor if their facility does not have a facility/kitchen or the equipment needed to perform the audit. For additional costs associated with Follow Up Audit/QSMV due to prior audit/QSMV failure, see paragraph 6 below ("Follow Up Audits").

NOTES:

- (1) Since there is no destructive sampling performed during a QSMV, there are no anticipated product costs associated with QSMVs. The Prime Vendor will, however, be responsible for any such costs.
- (2) The Government reserves the right to conduct an unannounced QSMV in lieu of an initial audit or other audit during contract performance if deemed in the best interest of the Government.

2. Audit Process

- a. The Contractor will be given advance notice of no more than sixty (60) calendar days of an impending audit. Effective upon receipt of the notification, the Contractor

will not change or delete items from the contract catalog without first receiving written permission from the Contracting Officer to delete the item(s). The Government reserves the right to conduct unannounced food audits or QSMV.

- b. The DLA Troop Support Quality Audit is typically a three (3) day process. Day one is devoted to sample selection at the Contractor's warehouse and performance of the Joint USDA-AMS/DLA Sanitation /Food Defense Audit. Days two and three encompass the performance of the actual Prime Vendor Product Quality Audit.

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

- c. If the Contractor stores, distributes and/or ships fresh fruits and vegetables (Produce) to DLA customers, a Produce Quality Audit may be conducted in conjunction with the Prime Vendor Product Quality Audit or separately. Fresh fruits and vegetables supplied shall be US Grade 1 or higher. Also, if fresh-cut operations are performed at the Contractor's facility, a Joint DLA/USDA-AMS Good Agricultural Practices (GAP)/Good Handling Practices (GHP)/Hazard Analysis Critical Control Points (HACCP) Audit will be performed.
 - i. A Produce Quality Audit is typically a two (2) day process. Day one is devoted to sample selection at the Contractor's warehouse and performance of the GAP/GHP/HACCP Audit. Day two encompasses the performance of the actual Produce Quality audit. Warehouse/storage facilities used by the Contractor to store food products intended for DLA customers will be inspected for sanitation and food defense compliance during Joint Quality Audits performed by USDA-AMS's and DLA Troop Support 's Quality Auditors or by USDA-AMS's Auditors as requested/directed by DLA.
- d. Upon arrival at the Contractor's facility (day one), the Lead Auditor will provide a list of items identified for evaluation and the samples will be selected by a USDA-AMS Auditor. The Lead Auditor will accompany the USDA-AMS during the performance of the GAP/GHP Audits, and conduct a compliance evaluation of the contractors approved Food Defense Plan.
- e. Items selected for evaluation will be segregated from the Contractor's regular inventory and appropriate procedures shall be used to maintain the integrity of the samples. Evidence that the Contractor has replaced or tampered with samples, or otherwise interfered with the audit samples and/or audit process will result in the Contractor failing the audit.
- f. During the Prime Vendor Audit the DLA Troop Support Lead Auditor will assign an item rating based on compliance with or departure from stated requirements as specified in the DLA Troop Support NSN, LSN, or NAPA catalogs. Items will also be audited to determine compliance with the Berry Amendment, approved source requirements, FDA Retail Food Code, USDA- AMS Warehousing Standards, Good Manufacturing Practice, Food Safety

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

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

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

PRIME VENDOR PRODUCT AUDIT RATINGS (COLOR CODE RATING SYMBOLOGY)

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

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

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

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

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

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

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

applicable).

NOTES:

- (1) MAJOR NONCONFORMANCE (BLUE) = In OCONUS locations only, the Contracting Officer may approve continue issue of the item because of location extenuating circumstances and on a case-by-case basis. This approval is depending on the type and severity of the deviation, DLA TROOP SUPPORT Lead Auditor recommendation, customer approval, and if the same item and/or a substitute of equal/higher technical quality is Not-in-Stock at OCONUS location. Continue issue of the item may require and include Contractor screening/rework of the nonconforming item and follow-up Government inspection/audit to verify action taken by the Contractor (at no cost to the Government for inspection/travel costs). At CONUS/OCONUS locations, only the Contracting Officer, not the customer or the Lead Auditor, has the authority to accept wrong items (not meeting item description cited in DLA TROOP SUPPORT catalogs).

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

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

3. Prime Vendor Audit Preparation

The Contractor is responsible and will bear all costs for the facility and the equipment/supplies used during the audit. Immediately upon receipt of the audit notification, the Contractor shall make arrangements to use their normal product cutting room/kitchen (if adequate) or find another facility for the audit. If there is no space available at the Contractor's facility or the space is inadequate, other arrangements must be made by the Contractor. The room must be equipped with running water. To ensure accurate weight of audited items, it is highly recommended that scales used during the audit are calibrated within the 60-day notification period and an applicable set of test weights are available to verify scale accuracy. A scale capable of weighing portion control items and roasts, and a scale capable of weighing full cases are required. Clean-up of the cutting area/room and continuous clean-up of equipment will be the Contractor's responsibility. The Contractor must contact the Lead Auditor to discuss the location, adequacy of the facility, and equipment available as soon as possible but no later than 45 Calendar days prior to the audit. The following is the list of equipment/supplies needed:

- a. Freezer storage area to store samples selected;
- b. Chill area for tempering product for approximately 10 + pallets;
- c. Tables for conducting the audit and demonstration;
- d. Sinks/wash area equipped with sanitizing soap for cleaning knives and equipment;
- e. Water jet spray attachment for the sink;
- f. Pans or work area in close proximity to a sink area to drain/purge from packaged product;
- g. Deep fat fryer;
- h. Microwave;
- i. Calibrated Scales/Test Weights: One digital portion scale able to record product weights in _____

- both ounces and grams and capable of measuring down to the nearest hundredth is preferable, and a set of test weights with a recommended weight range of 1.0 ounce to 1 pound; and, one scale able to record product weights for full cases with an approximate weight range of 0-100 lbs. and capable of measuring down to the nearest tenth is preferable and a 25 lbs. test weight;
- j. A minimum of 10 large flat baking sheet pans, plastic trays or some type of tubs to place thawed meats;
 - k. Cart to move samples around;
 - l. Cutting boards (two or three);
 - m. Large trash cans with bags;
 - n. Power hook-up for 3-4 computers;
 - o. Access to a copy machine;
 - p. Small box for ground beef samples (Approx. 10 oz.) and dry ice or cold packs for mailing;
 - q. Miscellaneous supplies: Paper towels; large heavy-duty plastic trash bags; one-gallon zip lock storage bags (for microwave cooking); one box of large latex gloves; paper flip chart/easel with markers (RED, BLUE, ORANGE, GREEN, BLACK); cellophane tape; binder clips; and a stapler; and
 - r. Optional but considered highly desirable: Cloth towels and floor covering to maintain clean and sanitary floor areas.

4. Sample List/Selection of Samples

The Lead Auditor will provide a list of sample items upon arrival at the Contractor's facility. Two samples for each item will be selected. A pick list/picker stickers, six-month velocity or usage report, and an on-hand inventory quantity report (i.e. number of cases on hand) should be developed for each item after receipt of the list. Warehousing assistance will be required to pull and prepare samples for the audit.

Assistance with moving samples from the storage areas to the audit area and also continuous removal of items after review will be required on audit days. Some samples will require tempering/thawing. An area will need to be provided for the sample tempering process with a capacity for at least 10 or more single layer pallets side by side. In order to rapidly temper these items, the warmest area at the facility will be needed.

Upon tempering the items will need to be placed in a chilled environment. All samples must be stored in controlled conditions to protect from abuse or tampering. Samples of product may be sent for lab testing to ascertain wholesomeness and safety of a product if determination cannot be made by normal

inspection/observation during the audit (food safety issues such as wholesomeness, foreign material, contamination or adulteration, etc.). The meat audit items (approx. 13-20) will be primarily Center of the Plate - Beef and Pork- Steaks, Roasts, Chops, Diced, and Ground items. Ground Beef Bulk and Patties may be sent to the USDA laboratory for Analytical testing- Fat only. The Contractor will need to arrange for the shipping of the samples approximately 4 ounces, except in OCONUS areas where prohibition exists or it is impractical. The seafood items (approx. 13-20) will consist of Fish - Portions, Sticks, Fillets, and Steaks, Shrimp, Lobster, Crab, Clam, Oyster, and Crawfish. Poultry items (approx. 13-20) will also be center of the plate items. Processed Products Fruit and Vegetable will consist of approximately 13-20 Items.

Miscellaneous item (others) will consist of approximately 13-20 items. Since the DLA TROOP SUPPORT Prime Vendor Product Quality Audit covers all Food Classes within the catalog (Meat, Poultry, Seafood, Processed Products, and other items, "Miscellaneous" as deemed appropriate), samples of "other" items may be selected to make-up the number of samples required for a commodity when the Contractor's Catalog lists a limited number of items for one or more of the major commodities. A combined rating score will be assigned during the audit (e.g., Seafood/Other).

NOTE: Certification/Documentation - To avoid delays/questions during the audit, the Contractor should ensure that ALL products intended for DLA TROOP SUPPORT's customers are derived from Approved Sources and meet the Berry Amendment requirements (unless otherwise is excluded in the contract/FAR/DFAR or authorized by the Contracting Officer). The Contractor should obtain and have the following certifications/documentation available during the sample selection (preferable) and/or during the audit should the Lead Auditor need to review documentation to verify compliance with the following: All Seafood items

are required to originate from an approved domestic source; processed fruits and vegetables are required to be from the latest seasonal pack (crop year) available, so be prepared to provide seasonal pack/crop year information for samples selected; and any item on the list that is required to be certified must be available for review.

5. Audit Results

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

6. Follow-Up Audits

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

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

NOTES:

- (1) In addition to the cost of product and other expenses, the Contractor is also responsible for the reimbursement of USDA-AMS/USDC's Inspection costs, as well as travel costs, associated with a Follow-Up Audit/QSMV conducted as a result of the Contractor's failure of a prior Quality Audit or QSMV. Since there is no destructive sampling performed during a QSMV, there is no cost of product associated with a QSMV.
- (2) The estimated cost of a Follow-Up Audit includes the current USDA-AMS/USDC fee at the time of the audit/QSMV (FY 2017 fee - \$92.00 per hour); in CONUS, two (2) eight (8) hour days of temporary duty and one (1) or two (2) eight (8) hour day(s) of review/audit time. The total cost of review time is dependent upon the number of auditors/graders needed to perform the Follow-up Audit. For example, one (1) commodity failure will require two (2) USDA-AMS/USDC auditors, two (2) commodity failures will require three (3) USDA-AMS/USDC auditors, and three to four (3-4) commodities failures will require four (4) auditors. Follow-up QSMVs require two USDA-AMS Auditors, regardless of number of commodity failures. In CONUS, the maximum fee charges/cost for 4 days/8hr day is \$2,880 per auditor **plus** reimbursement for actual travel cost (transportation, lodging, per diem, rental car, miscellaneous expenses) as authorized by the Government Joint Travel Regulation. After the Follow-up Audit/QSMV, the Contracting Officer will request for reimbursement of USDA-AMS/USDC's inspection and travel costs associated with the Follow-up Audit/QSMV from the Contractor. Contractor will submit payment (check made payable to the US

Department of Treasury) to the Contracting Officer within 45 Calendar days of request.

7. Audit Failures

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

V. ORDERING and DELIVERIES & PERFORMANCE

1. START-UP / IMPLEMENTATION PERIOD

- A. A start-up/implementation period of up to 15 days is allowed. The contractor may be afforded less time for start-up/implementation if it is mutually agreed upon by both parties.
- B. The start-up/implementation period is the period in which the contractor shall, at a minimum: a) source and add the balance of the required catalog items at prices determined to be fair and reasonable by the contracting officers and provide supporting documentation such as invoices, specifications, and labels; b) complete its ability to fully execute all EDI transactions and interact with STORES; and c) fully populate its complete electronic catalog for customer support. The complete electronic catalog must be submitted via 832 transaction at least 7 days prior to the first order date. The Contractor shall submit a proposed implementation schedule to the Contracting Officer within ten (10) days after award highlighting the steps that will be taken to implement a fully functional distribution account, including all EDI transactions (and testing), for all customers covered by this solicitation.

An additional 80 days may be granted for complete implementation. At a minimum, the following milestones for implementation will be met by the contractor.

Post award conference: within 2 days of contract award
Submit a complete 832 transaction: 14 days after contract award
Receive first order: 30 days after contract award

- C. During the start-up/implementation period, the Contractor will remain the principal source of food and non-food supplies. Notwithstanding other provisions of any resultant contract, performance failure during this period may result in termination for cause. In unusual or emergency
- D. The Government reserves the right to coordinate a post award conference to be hosted by the awardee within the start-up/implementation period. The Contracting Officer, or designated representative, initiating the conference will designate, or act as, the chairperson.
- E. Many bases may require enrollment in either RapidGate or the Defense Biometric Identification System (DBIDS). (See Security Measures).

2. ORDER LEADTIMES

- A. Orders, other than Emergency Orders or orders for Special Order items, shall be delivered on a "skip day" basis (the 2nd day thereafter), at a minimum, e.g. Monday orders shall be delivered no later than

Wednesday.

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

3. EMERGENCY/SAME DAY ORDERS

- A. The Contractor shall fulfill emergency orders, i.e. orders for same-day delivery, as needed. Upon receipt, the Contractor will confirm the validity of the order. The Contractor is responsible for providing the ordering facilities with the name of the Contractor representative responsible for notification of receipt and handling of such emergency service and his/her work and cell phone number.
- B. The time emergency orders must be placed for same-day delivery will be 10:00 a.m. local time. Emergency orders may be changed/cancelled no later than 12:00 p.m. (noon) local time. The Contractor will take all actions to deliver the same day as required.
- C. A STORES order must be placed for all emergency orders to assure proper Contractor invoicing and payment. If STORES is inoperable, the order must be entered into STORES post-delivery.
- D. The Contractor shall be responsible for completing no more than two Emergency orders per customer, per month, without additional charge.
- E. In the event of a hurricane or other disaster, it may be necessary for the government to pick up certain key disaster-relief products at the Contractor's facility, including but not limited to bottled water, packaged ice, and commercial meal kits. In case of such an emergency, the Contractor and government will negotiate distribution prices for such FOB Origin items.

4. SPECIAL ORDER ITEMS and DELIVERY TERMS

- A. The Contractor is not required to maintain any item/LSN on the contract catalog that has an average usage rate of less than 20 cases (or lesser amount as proposed and awarded) per month. However, there are many items required by the customer that are not subject to this requirement, for example infrequently ordered and seasonal or holiday items. Additionally, certain items that are maintained on the contract catalog may require longer lead-time for the Contractor (e.g. 14-21 days). The Contracting Officer must approve longer order lead-times for such Special Order items (see paragraph F below). These items that the Contractor is not required to maintain on its skip-day delivery catalog, but is required to supply as needed, and approved longer lead-time items, are Special Order items.
- B. For items on the catalog that are specified as Special Order items, with a longer than skip-day order lead-time, customers shall submit separate STORES orders for such items, i.e. all items on a single STORES order shall have the same order lead-time and required delivery date.
- C. For items not maintained on the catalog, when required, the customer will provide written email request to the Contractor, and copy the DLA TROOP SUPPORT Contracting Officer/Contract Specialist and Account Manager, for such Special Order items, to include the item description, LSN if known, quantity and required delivery date. The Contractor shall immediately source the Special Order item(s), and shall provide the request to add the item(s) to the contract catalog to the Account Manager, with a copy to the Contracting Officer/Contract Specialist, within 5 working days of receipt of the customer requirement/request, in accordance with paragraph VI.3.B. below. Annotate "SPECIAL ORDER ITEM" on the request form. The Contractor shall be required to make deliveries of Special Order items, as required, no greater than 21 days (for existing suppliers) after approval by

the Contracting Officer of the Contractor's add-item request, or no greater than 45 days from Contracting Officer approval when the item supplier is a new source for the Contractor, i.e. the Contractor does not have an existing Purchase Agreement in place with the new item supplier at the time of the Contracting Officer's approval to add the item.

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

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

5. ORDER CHANGE and CANCELLATION TIMES

- A. Skip-day purchase orders may be revised, i.e. the required quantity for a line-item(s) may be increased, reduced, or cancelled in its entirety (zero amount), by the customer (by telephone, or receipt-confirmed fax, or email) by 12:00pm (noon), Contractor local time, the day prior to delivery. The 12:00 pm (noon) cutoff time does not apply to new orders placed for product substitutions of items that were not-in-stock (see paragraph 7 below.)
- B. Orders may be cancelled at the customers' discretion (within the timeframe specified above) including but not limited to the following reasons:
 - 1. Change in requirement
 - 2. Change in troop location
 - 3. Change in troop mission
 - 4. User error on original order
- C. Special Order Item purchase orders may be revised, i.e. the required quantity for a line-item(s) may be increased, reduced, or cancelled in its entirety (zero amount), by the customer (by telephone, or receipt-confirmed fax, or email) and received by the Contractor no later than 3 days (72 hours) after initial order placed (for a change to a Special Order long lead-time items on the catalog);
- D. For revisions/cancellations placed after the times specified (i.e. late revisions/cancellations), the Contractor shall not ship/deliver such cancelled items or quantities and shall take all reasonable efforts to sell such residual product(s) to other customers and orders placed under this contract or via commercial sales. In the event that late cancellation of Regular/Special Order item(s), or failure to place a STORES order for a previously requested Regular order/Special Order item(s) results in expiration of shelf-life of such item(s) and a loss to the Contractor, the Contractor shall be entitled to

payment for such product loss(es), provided that all of the following conditions occur:

1. The item(s) and quantity was purchased and receipted by the Contractor exclusively for the DLA TROOP SUPPORT ordering customer(s) in accordance with the DLA TROOP SUPPORT customer's written direction;
2. The customer does not order or take delivery of the item or quantity as ordered or requested, and failed to timely revise/cancel the order/request notification in accordance with contract requirements,
3. The Contractor immediately notifies the Contracting Officer of the customer activity(s) failure to order as requested (i.e. for items not previously on the ordering catalog, within 2 weeks of the item going on the catalog; and for long lead-time items on the catalog, within 2-days of late cancellation),
4. The Contractor provides additional written notice to the Contracting Officer when the product has only 45 days or less of shelf-life remaining, to allow for emergency actions within the remaining shelf-life of the item, e.g. discounted commercial sales as authorized by the Contracting Officer, and
5. The Contractor actually incurs the monetary loss and places a claim for such loss. The customer activity that failed to order or to take delivery of such Special Order item(s) as requested or ordered, will be liable for such product loss, and will be billed for any such loss.

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

A. The Contractor shall be capable of receiving electronic orders via STORES. In conjunction with STORES, the Armed Forces use a food management program to run their dining facilities. In order to be compatible and to take full advantage of its integrated food management function, the current version of STORES includes elements supporting the program. Offerors must have working information technology (IT) systems which are capable of interfacing with STORES in order to be considered for award. Attachment 5 includes the EDI transaction sets information and specifics.

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

1. STORES is the Government's ordering system that is capable of accepting orders from any of the Services'; i.e. Army, Air Force, Navy, or Marines, individual ordering systems and creating Electronic Data Interchange (EDI) orders. In addition, this information is passed to the DLA TROOP SUPPORT Enterprise Business System (EBS) for the purposes of Contractor payment and customer billing. The web link below provides additional EDI information.
2. Customers will order all of their food and beverage requirements through STORES. Some customers will also be able to order non-food items through STORES. The system will transmit orders to the Contractor. It may be possible during the life of this contract that all customers will have the opportunity to order the non-food items from STORES.
3. The awardee shall be required to interface with STORES and must be able to support the following EDI transactions:

- i. 810 – Electronic Invoice
- ii. 832 – Catalog (Outbound: Vendor to DLA TROOP SUPPORT)
- iii. 850 – Purchase Order
- iv. 997 – Functional Acknowledgment
- v. A complete description of these transaction sets is included in the "STORES EDI Requirements" located at:
http://www.dla.mil/Portals/104/Documents/TroopSupport/Subsistence/STORES_an

d_EDI_Requirements.pdf or see Attachment 5.

4. The Contractor shall have access to the Internet and be able to send and receive electronic mail (email).
5. Unit prices and extended prices must be formatted not more than two (2) places to the right of the decimal point. Standard rounding methods must be applied.
6. The Contractor shall utilize the Government's standard item descriptions and unit package/package sizes for each catalog LSN in the Electronic Catalog (832 transmission). This data **SHALL NOT** be modified for any LSN.

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

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

C. STORES Ordering Process

1. All customers are required to electronically submit every order through the Government's STORES system.
2. If the STORES system is down, the Contractor shall accept the order via fax, email, or phone, and the Contractor shall deliver in accordance with the order required delivery date. In order to assure customer inventory receipting, and prompt Contractor payment and customer billing, the order must still be input by the customer into STORES as soon as possible. **The Contractor shall receive the STORES order and Purchase Order (PO) number before invoicing.** The STORES order generates the Purchase Order numbers and the funding commitment in our financial system. A Purchase Order number is one of the contractually required fields of your invoice, and **if your invoice does not have a Purchase Order number, it will not get paid. If the Contractor does not timely receive a STORES order for prior fax, email, or phone orders, immediately contact your Contracting Officer, Acquisition Specialist, or Account Manager.**
3. There shall be no line-item (LSN) additions or substitutions to existing STORES orders. Requirements for additional LSNs to prior/existing orders shall be ordered by customers via STORES as a new and separate STORES order.
4. **Authorized Telephonic, Fax, Email Changes to existing STORES Orders:** Customers may only revise the required quantities for the line-items (LSNs) on an existing STORES PO, i.e. customers may require the Contractor to reduce the quantity for, increase the quantity for, or cancel in its entirety (zero quantity), any line-item(s) on an existing STORES order, in accordance with 5. ORDER

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

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

- A. A separate STORES order must be placed by the customer for all substitution/replacement items. This order must be placed by 3:00 pm Local Time on the day prior to the required delivery date.
- B. All orders will be treated on a fill-or-kill basis; there can be no substituting of items. Specifically, a purchase order line item quantity will either be filled (whether in whole or in part) or, if the item is not in stock, it will be reported as a zero fill on the vendor's invoice. If there is an item on the existing STORES catalog that may serve as a replacement for the NIS item, the vendor will notify the customer within 24 hours after order. If the customer agrees, then the customer will place a separate order for that line item. The replacement item will be delivered along with the rest of the purchase order however it will be invoiced separately, including a separate purchase order number, CLIN, etc. The vendor must show the original item as a zero quantity fill on their first invoice, and the replacement item on the second invoice. The replacement item will be priced at its own catalog price. Invoices must have all the correct information (contract number, purchase order number, CLIN, quantity, price, etc.) in order to be paid.

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

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

9. DELIVERY DESTINATIONS AND INSTRUCTIONS

- A. Deliveries shall be F.O.B. destination to all ordering activities and delivery points. All items will be delivered to customer locations, free of damage, with all packaging and packing intact. The Contractor shall remove all excess pallets used for delivery from the CONUS customer's location. No pallet exchange programs will be available for the customers listed in this solicitation. Deliveries shall be scheduled according to the customer's timetable as listed below. However, the delivery schedules listed below are subject to change based on customer needs and such changes will be made at no expense to the Government and will not require a contract modification.
- B. Installation delivery routes and stop-off sequence will be coordinated and verified with the installations on a post award basis by the awardee(s).
- C. All deliveries are subject to military inspection at destination. Delivery vehicles may be required to stop at a central location for inspection before proceeding to the assigned delivery point(s). Additionally, upon completing the delivery (or deliveries) and before the carrier leaves the installation, copies of the delivery tickets/ invoices may be required to be delivered to a central "Accounting Office" activity on the installation after all drops have been made and prior to the carrier's departure from the installation.
- D. Specific delivery point information is provided below. Some installations have more than one delivery point. Pertinent information has been included to explain specific customer

delivery requirements, point of contact and instructions.

- E. Products for individual customers/dining facilities must be segregated. Many of the military bases have more than one delivery point. All products shall be segregated by drop-off point. The intent is to provide expeditious off-loading and delivery to the customer.
- F. The Contractor shall also ensure that the personnel loading and delivering the product provide prompt and efficient service to the customer.

CUSTOMERS/DELIVERY POINTS: DELIVERIES/REMARKS

DELIVERY POINTS:	DELIVERY SCHEDULE
Ordering Point: W81X4F Ship to DODAAC: BLD627 (DLI) Defense Language Institute SSgt Kyu H. Chay Hall Bldg 628 628 Rifle Range Road Monterey, CA 93944 Poc: Ismael DeGuzman Phone x-831-242-7948 Email: Ismael.n.Deguzman.ctr@mail.mil	Mon-Wed-Friday 4.30 A.M - 7:00 A.M
Ordering Point: W81X4F Ship to DODAAC: BLD838 (DLI) Defense Language Institute Belas Dining Hall Bldg 838 Mason Road Monterey, CA 93944 Poc: Ismael DeGuzman Phone: x-831-242-7948 Email: Ismael.n.Deguzman.ctr@mail.mil	Mon-Wed-Friday 5.00 A.M - 8.00 A.M
Ordering Point: FT9092 Ship to DODAAC: FT9090 Sierra Inn Dining Facility 1301 Burgen Street Travis AFB, CA 94535 Poc: TSgt Reginald Brown Phone: x-707-424-2720 Email: Reginald.Brown2@us.af.mil	Mon-Wed-Friday 7:00 A.M - 10:00 A.M
Ordering point: FT4427 DODAAC: FT4427 David Grant Medical Center	Mon-Wed-Friday

101 Bodin Circle Travis AFB, CA 94535 Poc: Jonathan Joseph, Phone: x-707-423-7374 Email: <u>jonathan.f.joseph.civ@mail.mil</u>	6:00 A.M.-10:00 A.M.
Ordering point: FT9500 DODAAC: FT9500 Youth Center Bldg 7763 310 Fairchild Drive Travis AFB, NV 94535 Poc: Jaime Dorado Phone: 707-424-8184 Email: Jaime.Dorado.2@us.af.mil	Mon-Wed- Friday 6:00 AM-11:00 AM
Ordering point: FT9498 DODAAC: FT9497 Child Development Center I Bldg 665 2 Illinois Street Travis AFB, NV 94535 Poc: Jewel Shaw Phone: x-707-424-0644 Email: Jewel.Shaw.1@us.af.mil	Monday 6:00 AM – 10:00 AM
Ordering point: FT9498 DODAAC: FT9498 Child Development Center II Bldg 668 4 Illinois Street Travis AFB, NV 94535 Poc: Barbara Bartolome-Strayhorn Phone: x-707-424-0926 Email: Barbara.Bartolome-Strayhorn@us.af.mil	Friday 6:00 AM – 10:00 AM
Ordering point: FT9498 DODAAC: FT9499 Child Development Center III Bldg 7690 100 Upson Street Travis AFB, NV 94535 Poc: Christine Wilcox Phone: x-707-424-0644	Wednesday 6:00AM-10:00AM

Email: Christine.Wilcox.1@us.af.mil	
Ordering point: FT9139 DODAAC: FT9137 Contrails Dining Hall BLDG 2490 17853 16th Street Beale AFB, CA 95903 Poc: SSgt Chauncey Oliver Phone: x-530-634-2537 Email: Chauncey.Oliver@us.af.mil	Mon-Wed-Friday 6:00AM - 9:00 AM
Ordering Point: FT9474 DODAAC: FT9474 Child Development Center Bldg 3306 5190 Camp Beale Hwy Beale AFB, CA 95903 Poc: April Harris Phone: x-530-634-4717 Email: April.Harris.3@us.af.mil	Monday 7:00 AM – 10:00 AM
Ordering Point: FT9475 DODAAC: FT9475 Youth Center Bldg 3340 15160 Gavin Mandery Drive Beale AFB, CA 95903 Poc: Jessica Kalivoda-Sullivan Phone: x-530-634-4953 Email: Jessica.KalivodaSullivan@us.af.mil	Mon-Wed-Friday 6:00AM-10:00 AM
Ordering Point: W91EF3 DODAAC: W6GSA2 Camps Parks Dining Facility Bldg 342 Dublin, CA 94568 Poc: Vivian Winston Phone: x-925-875-4208 Email: <u>Vivian.n.Winston.civ@mail.mil</u>	Mon-Wed-Friday 6:00AM-10:00 AM
Ordering Point: W91EF3 DODAAC: W58BQP Camp Parks Training Center Bldg 517	Mon-Wed-Friday 6:00AM-10:00 AM

Mitchell Drive Dublin, CA 94568 Poc: Vivian Winston Phone: x-925-875-4208 Email: <u>Vivian.n.Winston.civ@mail.mil</u>	
Ordering Point: W90N6H DODAAC: W6GS01 BT Collins Dining Facility Bldg 650 8300 Santa Cruz Way Sacramento, CA 95828 Poc: Vivian Winston Phone: x-925-875-4208 Email: <u>Vivian.n.Winston.civ@mail.mil</u>	Mon-Wed-Friday 6:00 A.M- 10:00 A.M
Ordering Point: W56F7P DODAAC: W6GSA1 Fort Hunter Liggett Dining Facility Bldg 206 Stuart Road Jolon, CA 93928 Poc: Gina Morales Phone: x-831-386-3108 Email: <u>Ginadejesus.s.morales.ctr@mail.mil</u>	Mon-Wed-Friday 7:00 A.M- 10:00 A.M
Ordering Point: W56F7P DODAAC: W56F7P SSMO Phoenix Mgmt Inc. LRC Fort Hunter-Liggett Bldg 3210 Route Tampa Jolon, CA 93928 Poc: Gina Morales Phone: x-831-386-3108 Email: <u>Ginadejesus.s.morales.ctr@mail.mil</u>	Mon-Wed-Friday (for occasional Field Exercises) 7:00A.M- 10:00 A.M
Ordering Point: W56F7P DODAAC: W90D9E	Mon-Wed-Friday (for occasional Field Exercises)

Regional Training @ Ft. Hunter-Liggett Bldg 3210 Route Tampa Jolon, CA 93928 Poc: Gina Morales Phone: x-831-386-3108 Email: Ginadejesus.s.morales.ctr@mail.mil Ordering Point: W56F7P DODAAC: N55752 NMCB @ Ft. Hunter-Liggett Bldg 652 Blackjack Compound Jolon, CA 93928 Poc: CS1 Sean Sellers Phone: x-609-257-7640 Email: <u>Sean.Sellers@navy.mil</u>	Exercises) 7:00A.M- 10:00 A.M Mon-Wed-Friday (for occasional Field Exercises) 7:00A.M- 10:00 A.M
Ordering Point: Z61200 DODAAC: Z61200 U.S. Coast Guard Training Center Haley Hall, Bldg 560 599 Tomales Road Petaluma, CA 94952 Poc: CSC Robert Corbett Phone x-707-765-7163 Email: Robert.H.Corbett@uscg.mil	Mon thru Saturday 6:00 A.M. - 12:00 P.M.
Ordering Point: SANFRN DODAAC: Z37270 U.S. Coast Guard Sector San Francisco 1 Yerba Buena Island San Francisco, CA 94130 Poc: CS1 Elizabeth Meister Phone: x-415-399-3462 Email: Elizabeth.a.meister@uscg.mil	Monday thru Friday 8.00 A.M. - 12.00 P.M.
Ordering Point: SANFRN DODAAC: Z30467 USCG Station Golden Gate 435 Murray Circle E. Sausalito, CA 94965	Mon thru Thursday 6:00 AM - 10:00 AM

Poc: FS1 Michael Skupien Phone: x-415-331-8247 Email: Michael.J.Skupien@uscg.mil	
Ordering Point: N60495 DODAAC: FB6281 152 FSS/FSV (Reno Air National Guard) 1776 National Guard Way Reno, Nevada 89502 Poc: Norman Whitney Phone: x-775-788-9320 Email: <u>Norman.K.Whitney2.mil@mail.mil</u> Ordering Point: FT6608 DODAAC: FT6044 Fresno Air National Guard 5323 East McKinley Avenue Bldg 135 Fresno, CA 93727 Poc: SSgt Jeanette Mora-Chavez Phone: x-559-454-5393 Email: <u>Jeanette.g.morachavez.mil@mail.mil</u>	Thursday (as required for monthly drills) 7.00 AM - 12.00 PM Mon thru Friday (as required for monthly drills) 6.30 AM – 4 PM

DELIVERY POINTS:	DELIVERY SCHEDULE
DODAAC: Z11411 Zarvis – no longer an active ship at Coast Guard Island – please remove	Delete from delivery schedule
Ordering Point: SANFRN DODAAC: Z11701 USCGC Bertholf Coast Guard Island Alameda CA 94501 Poc: CSCS Charles Coleman Phone: x-510-437-3454 Email: Charles.p.coleman@uscg.mil	Monday thru Saturday 7.00 AM – 10:00 AM
Ordering Point: SANFRN DODAAC: Z11702	Monday thru Saturday

USCGC Waesche Coast Guard Island Alameda, CA 94501 Poc: CS1 Isaac Evans Phone: x-510-437-5902 Email: Isaac.M.Evans@uscg.mil	6:00 A.M. - 10:00 A.M.
Ordering Point: SANFRN DODAAC: Z11703 USCGC Stratton Coast Guard Island Alameda, CA 94501 Poc: CS3 Nancy Willis Phone: x-510-437-5800 Email: Nancy.a.willis@uscg.mil	Monday thru Saturday 6:00 A.M. - 10:00 A.M.
Ordering Point: SANFRN DODAAC: Z11706 USCGC Munro Coast Guard Island Alameda, CA 94501 Poc: FS1 Andrew Wellemeyer Phone x-510-437-5757 email: Andrew.J.Wellemeyer@uscg.mil	Monday thru Saturday 6:00 A.M. - 10:00 A.M.

NOTE: Navy Ships in the San Francisco Bay Area (DODAAC: Various under ordering point SANFRN)
NAVSUP San Diego will place orders through STORES Web. NAVSUP San Diego will provide about one week notification to the Prime Vendor providing estimated delivery date and time of arrival. NAVSUP San Diego will also provide pier # and the name of the ship arriving in the Port of San Francisco. Point of contact at NAVSUP San Diego is: Monet Bernhardt x-619-556-0419. Email: Monet.Bernhardt@navy.mil

NOAA Ships in the San Francisco Bay Area (DODAAC: Various under ordering point SANFRN)
The customer will place orders through STORES Web. The NOAA ship will provide about one week notification to the Prime Vendor providing estimated delivery date and time of arrival. NOAA Ship will also provide pier # and the name of the ship arriving in the Port of San Francisco. The central point of contact for the NOAA ships is: Jeffrey Kimble x-541-867-8806. Email: Jeffrey.r.kimble@noaa.gov

DELIVERY POINTS:	DELIVERY SCHEDULE
The Below 15 Marine Reserve units do not order very often, some units may place small orders about once a year. Delivery Schedule is the same for all the units:	As Required (Mon/Wed/Friday) 8 am -10.00 am

<p>1) Ordering Point: CAMR04 DODAAC: M14101</p> <p>MARFOREES 23rd Marine Regiment 900 Commodore Lane San Bruno, CA 94066</p> <p>Poc: Sgt Hutson Phone: 504-697-8876 Email: Jahmal.Hutson@usmc.mil</p> <p>2) Ordering Point: CAMR04 DODAAC: M01139</p> <p>MSWSS473 Det A 5315 East Cassino Ave Fresno, CA 93737</p> <p>Poc: Sgt Hutson Phone: 504-697-8876 Email: Jahmal.Hutson@usmc.mil</p> <p>3) Ordering Point: CAMR04 DODAAC: M14055</p> <p>SS PLT Support Co at BN4th Mardiv 4601 Cocoa Ave Reno, NV 89506</p> <p>Poc: Sgt Hutson Phone: 504-697-8876 Email: Jahmal.Hutson@usmc.mil</p> <p>4) Ordering Point: CAMR04 DODAAC: M93970</p> <p>Marine Corp Recruiting Service 4090 Truxel Rd Sacramento, CA 95834</p> <p>Poc: Sgt Hutson Phone: 504-697-8876 Email: Jahmal.Hutson@usmc.mil</p> <p>5) Ordering Point: CAMR04 DODAAC: M14060</p>	<p>As Required (Mon/Wed/Friday) 8 am -10.00 am</p>
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3RD PLT BRAVO CO AT BN 4601 Cocoa Ave Reno, NV 89506 Poc: Sgt Hutson Phone: 504-697-8876 Email: <u>Jahmal.Hutson@usmc.mil</u>	
6) Ordering Point: CAMR04 DODAAC: M14123 LND SUPCO B 4TH LSBN MCRC 4TH MLG 400 E Roth Road 575 S75 Lathrop, CA 95330 Poc: Sgt Hutson Phone: 504-697-8876 Email: <u>Jahmal.Hutson@usmc.mil</u>	
7) Ordering Point: CAMR04 DODAAC: M14126 E CO E 2D BN 900 Commodore Lane San Bruno CA 94066 Poc: Sgt Hutson Phone: 504-697-8876 Email: <u>Jahmal.Hutson@usmc.mil</u>	
8) Ordering Point: CAMR04 DODAAC: M14601 1 STBN 14TH MARINES 2144 Clement Ave Alameda, CA 94501 Poc: Sgt Hutson Phone: 504-697-8876 Email: <u>Jahmal.Hutson@usmc.mil</u>	

9) Ordering Point: CAMR04 DODAAC: M14704 DET 4TH FORCE RECON 4601 Cocoa Avenue Reno, NV 89506 Poc: Sgt Hutson Phone: 504-697-8876 Email: Jahmal.Hutson@usmc.mil	
10) Ordering Point: CAMR04 DODAAC: M16030 MTMC 4TH MAINT FSSG 8277 Elder Creek Rd Sacramento, CA 95828 Poc: Sgt Hutson Phone: 504-697-8876 Email: Jahmal.Hutson@usmc.mil	
11) Ordering Point: CAMR04 DODAAC: M26381 HQ BN MFR MARINE Hawthorne Army Depot US Route 95 and Armory Hawthorne, NV 89415 Poc: Sgt Hutson Phone: 504-697-8876 Email: Jahmal.Hutson@usmc.mil	
12) Ordering Point: CAMR04 DODAAC: M28352 4th FORECON CO 4TH MAR DIV 2144 Clement Avenue Alameda, CA 94501 Poc: Sgt Hutson Phone: 504-697-8876 Email: Jahmal.Hutson@usmc.mil	

13) Ordering Point: CAMR04 DODAAC: M29054 1st BTO 4TH LSB FSSG 901 East Mission St San Jose, CA 95112 Poc: Sgt Hutson Phone: 504-697-8876 Email: Jahmal.Hutson@usmc.mil	
14) Ordering Point: CAMR04 DODAAC: M29075 MT MAINT CO 4TH BN FSSG 8277 Elder Creek Rd Sacramento, CA 95828 Poc: Sgt Hutson Phone: 504-697-8876 Email: Jahmal.Hutson@usmc.mil	
15) Ordering Point: CAMR04 DODAAC: M77000 2D 3D LNGSHRPLT 1STBCHTERMOPS CO 3225 Willow Pass Rd Concord, CA 94519 Poc: Sgt Hutson Phone: 504-697-8876 Email: Jahmal.Hutson@usmc.mil	

10. ADDITION OF CUSTOMERS

A. Adding customers within the contract geographic distribution region:

1. Additional DoD and non-DoD federal government customers that request DLA TROOP SUPPORT foodservice support will be added on to the contract resulting from this solicitation, without any new acquisition or competition process, if the customer(s) is within the geographic distribution region covered by this contract.
2. In this case, the Contractor shall include the customer(s) at the effective contract prices applicable to that distribution region.
3. The decision as to whether a potentially new customer is within the contract region and, thus, will be added to the contract without further competition and at the existing contract prices, shall be within the sole discretion of the DLA TROOP SUPPORT Contracting Officer.

B. Adding customers outside the contract geographic distribution region:

1. This provision applies to the following customers:
 - i. A new DoD or non-DoD federal customer that is not within the resulting contract's geographic distribution region and for which the Contractor will not accept the customer(s) at the effective contract price.
 - ii. An existing DoD or non-DoD federal customer that is not within the resulting contract's geographic distribution region but has been previously supported on a separate contract covering a separate and distinct geographic distribution region, and for which the Contractor will not accept the customer(s) at the effective contract price.
2. The customers described in paragraph B.1., above, and their foodservice requirements, may be added to any contract resulting from this solicitation as follows:
 - i. In the judgment of the Contracting Officer, the customer(s) at issue is/are located in an area that is considered adjacent or proximal to the geographic distribution region of the resulting contract. In a circumstance where the customer is located in an area that is adjacent or proximal to numerous different existing prime vendor contracts, the decision of which contract is most satisfactory to the Government for purposes of adding the customer(s) will be within the sole discretion of the Contracting Officer, taking into consideration numerous factors, including, but not limited to, those contained in this provision. Further, to that end, it is the Contracting Officer's sole decision as to which existing contractors available in the aforementioned region(s) will be solicited for the support of the customer(s).
 - ii. Complete price proposals to support the potentially new customer(s), to include distribution and delivered prices, will be requested by the Contracting Officer. Prior to any customer being added to the resulting contract, the Contracting Officer shall determine all proposed prices to be fair and reasonable. To this end, negotiations may be required in which the same processes and procedures contained within the instant solicitation may be employed.

C. Under no circumstances may the resulting contract's maximum dollar value be exceeded as a result of additional requirements of any new customer(s).

11. HOLIDAYS

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

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

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

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

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

12. AUTHORIZED RETURNS

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

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

13. SHORT SHIPMENTS AND SHIPPING ERRORS

- A. The authorized Government receiving official will annotate short shipment(s) on the delivery ticket/invoice(s) that accompany the delivery. The Contractor's representative, i.e., the truck driver, will acknowledge and counter-sign the delivery ticket/invoice.
- B. Any product delivered in error by the contractor must be picked up no later than the next delivery day after notification by the ordering facility.

14. WAREHOUSE/TRANSPORTATION

The offeror must possess a fully functional and operating commercial food distribution warehouse (including distinct temperature-controlled sections for dry, chill and frozen products, and docks for receiving/shipping product) of sufficient size and sufficient open capacity to satisfactorily perform on this contract. The offeror must also have the ability to pick ordered product, stage and wrap in pallets for shipping and transport product in temperature-controlled, temperature recording trucks directly to all the customers listed in the delivery schedule on an ongoing basis fulfilling skip-day schedule as described herein. Attachments 1 and 2 contain the current line items/SKUs that are being used by the customers. An offeror must have the ability to fulfill all the customers' food supply requirements on a long-term, just-in-time basis in terms of both warehouse and transportations capabilities.

VI. ADDITIONAL PERFORMANCE REQUIREMENTS

1. PERSONNEL

At a minimum, the contractor will have ample personnel to accomplish the performance required under the resultant contract. Resource(s) shall be dedicated to ensure customer satisfaction through

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

2. FOOD DEFENSE

- A. The DLA Troop Support Subsistence Directorate provides world-wide subsistence logistics support during peacetime as well as during regional conflicts, contingency operations, national emergencies, and natural disasters. At any time, the United States Government, its personnel, resources and interests may be the target of enemy aggression to include espionage, sabotage, or terrorism. This increased risk requires DLA TROOP SUPPORT to insure steps are taken to prevent the deliberate tampering and contamination of subsistence items. Such precautions are designed to provide for Food Defense as described by the Food & Drug Administration (FDA) at www.fda.gov/Food/FoodDefense/.

- B. The Contractor must maintain a valid Food Defense Plan that describes what procedures are in place to prevent product tampering and contamination, and assure overall plant security and food safety during the performance period of this contract.

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

- C. The Contractor/Vendor must take all practicable measures that are within its control to deter or prevent tampering or contamination of supplies provided for under this contract solicitation. The Contractor/Vendor must immediately inform DLA TROOP SUPPORT Subsistence of any attempt or suspected attempt by any party or parties, known or unknown, to tamper with or contaminate subsistence supplies.
- D. Any anticipated change(s) to the accepted Food Defense Plan will be submitted to the Contracting Officer within ten (10) working days after the supplier becomes aware of such change(s) to ensure compliance with the DLA Troop Support Food Defense Checklist. (NOTE: to download a copy of the DLA Troop Support Food Defense Checklist go to http://www.dla.mil/Portals/104/Documents/TroopSupport/Subsistence/FoodSafety/FoodQuality/food_defense_check.pdf)

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

3. SECURITY MEASURES

A. The following security guidance is also provided:

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

B. RapidGate/Defense Biometric Identification System (DBIDS)

Many bases may require enrollment in either RapidGate or the Defense Biometric Identification System (DBIDS). Both RapidGate and DBIDS manages access to Department of Defense (DoD) installations and will not allow entry without clearance. During the contract start-up/implementation period, the Contractor must contact all customer locations to determine whether enrollment in DBIDS, RapidGate, or another security program is required for access to each location. If DBIDS, RapidGate or other security enrollment is required, the Contractor must take all necessary steps to obtain this in time for the start of performance under this contract. Failure to have clearance may result in a vendor being turned away from the base and being unable to complete delivery. The Contractor is responsible for any costs associated with DBIDS or RapidGate enrollment and must ensure that a DBIDS or RapidGate enrolled driver is available for all deliveries. We currently estimate that RapidGate enrollment

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

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

C. Force Protection Conditions (FPCON)

The Contractor must be aware of the Department of Defense System and cooperate with all security measures that could be enacted by a specific installation. The Contractor must plan accordingly to ensure all deliveries are made with little or no interruption, assuming the base is accepting deliveries, when higher FPCON levels are enacted. See "Attachment 7 – FPCON" for more details.

D. Information Protection

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

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

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

(A) Surge and sustainment capability means the ability of the supplier to meet the increased quantity and/or accelerated delivery requirements, using production and/or supplier base capabilities, in support of Department of Defense (DOD) contingencies and/or emergency peacetime requirements. This capability includes both the ability to ramp-up to meet early delivery or increased requirements (i.e., Surge), as well as to sustain an increased production and delivery pace throughout the contingency (i.e., Sustainment). The spectrum of possible contingencies ranges from major theater wars to smaller-scale military operations (i.e., Contingency). This capability also includes the estimated time needed to recover facility (ies) if damaged or otherwise not able to conduct normal operations.

NOTE: The S&S Capability Assessment Plan (CAP) and the Contingency Plan must be submitted to the Contracting Officer with initial proposal to be reviewed for acceptability (see Other Submission Requirements) and will be invoked, as necessary.

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

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

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

(D) Agreement to participate in S&S validation/testing. By submission of an offer, the supplier agrees to participate in S&S validation/testing as required by the Government to verify the stated S&S capability. Testing/Validation may include any methodology that can validate the supplier's S&S capability. Validations will be conducted on randomly selected items by the Industrial Specialist after contract award and throughout the contract period. Validations include, but are not limited to, verification that the supplier and any subcontractor(s) have sufficient equipment, facilities, personnel, stock, pre-positioned raw material, production capabilities, visibility of supplier base resources and agreements, networks and plans for distribution (receiving,

storing, packaging and issuing) and transportation services to accommodate the S&S requirements in the contract. This validation includes examination of any in-house work, review of the stock rotation plan (if applicable), and other contracts that impact the production of any added or accelerated quantities. The Government reserves the right to require validation using other methodologies when deemed appropriate. The language in this clause does not limit the Government's right, at any time after award, to perform inspections or validate the supplier's S&S capability.

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

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

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

C06 Surge and Sustainment (S&S) Requirements (FEB 2017)

(1) Definitions.

"Surge and sustainment (S&S)" means increased quantities and accelerated delivery rates required to meet Military Service requisitions across a broad spectrum of contingencies. The increased quantity and accelerated delivery rate are above and beyond the normal peacetime requirements. S&S quantities are identified as MWR, D1-D6 schedule, or a surge quantity event.

"Capability Assessment Plan (CAP)" means the offeror's plan for covering S&S requirements, identification of competing priorities for the same resources, and date when the S&S capability can be attained. The offeror must provide the CAP as an attachment to its proposal when S&S items are identified in the solicitation. If the offeror cannot meet S&S quantity and delivery needs, the CAP must identify the shortfall and provide best value solutions, to include a proposed Government investment strategy to help offset the shortfall if needed.

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

(2) The contractor must maintain its S&S capability to produce and deliver the S&S quantity identified in Section C in accordance with the approved capability assessment plan (CAP) throughout the contract performance period. The contractor must participate in any S&S testing and verification requested by the Government. The contractor agrees to support S&S requirements to the maximum extent practical prior to achieving full S&S capability required in Section C and the CAP; and for requirements exceeding those required in Section C and the CAP but not exceeding any applicable contract maximum quantity or contract value required in FAR 52.216-19. Changes that negatively impact S&S capability must be reported in writing to the contracting officer within ten (10) working days after the contractor becomes aware of the impact. The notification must include a revised S&S CAP containing proposed corrective actions and date when the S&S capability will be attained.

(3) The Government reserves the right to verify and test the S&S capability described in the CAP at any time during contract performance. The Government will prepare a test and verification plan and upon request the contractor must demonstrate its S&S capability.

(4) If requested by the Government, the contractor must be prepared to provide a plan to participate in S&S validation and testing to verify the S&S capability described in the CAP. Participation in S&S validation and testing will be at no additional expense to the Government, and does not justify an equitable adjustment to the contract price. The plan must include methodology, rating criteria, labor, materials, and time required to conduct validation and testing. S&S validation generally entails verifying if the contractor and subcontractors have (a) sufficient equipment, facilities, personnel, stock, prepositioned raw materials, production capabilities, and base resources; (b) agreements, networks, and plans for distribution (receiving, storing, packaging, and issuing); (c) transportation services to accommodate the S&S requirements in the contract; (d) examination of any in-house work; (e) review of the stock rotation plan; and (f) other contracts that impact the production of added or accelerated delivery of contract quantities. The testing/verification plan is not required to be included in the offeror's proposal. Offerors are encouraged to consider the possibility of the Government requesting this participation when formulating the proposal.

5. SMALL BUSINESS EFFORT

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

At a minimum, the Prime Vendor will obtain at least 21.26% of the supplies for proposed contract from all SB firms (vs. LB firms). Within the subcategories, the Prime Vendor will obtain the minimum percentage for the following goals: 4.26% from SB; 5% from SDB; 5% from WOSB; 3% from SDVOSB firms; 3% from HZSB firms and 1% from VOSB firms.

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

VII. CONTRACT ADMINISTRATION DATA

1. ADMINISTRATION AUTHORITY

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

2. CATALOG CHANGES

- A. The market basket of items, along with their respective prices as determined fair and reasonable during the acquisition process, will become the basis of the catalog. It should be noted that this Market Basket represents a minimum of 40% of the customers' requirements. After award and during the catalog start-up/implementation period, the additional customer required catalog items will be added at prices determined fair and reasonable by the Contracting Officer. The entire customer catalog must be submitted via 832 transaction at least thirty days prior to the first order date. The catalog prices will establish the initial catalog and must be held throughout the first ordering week of the contract, if determined fair and reasonable by the Contracting Officer. Subsequent to implementation of the initial catalog, additional items may be required by customers, and individual items may be deleted. All items added to the catalog must be determined fair and reasonable for price prior to addition. Unless otherwise specified, items catalogued are not considered proprietary. In addition, the following applies to all subsequent weekly 832 updates in the catalog.

B. Customer Notification of Catalog Changes

1. The Contractor shall provide email notification to the DLA TROOP SUPPORT Contracting Officer, and all customers of **any/all** catalog item LSN **additions, deletions, and/or product brand/labels** no later than the day and time of submission of 832 catalog transactions to DLA TROOP SUPPORT (i.e. Wednesday 1:30pm Eastern Time).
2. Such notification should provide the LSN, item description, and brand/label.
3. When an item is deleted, the notification should include the fully explained reason for the requested deletion, e.g.: customers requested replacement item xxxx, item being discontinued and replaced by xxxxx, insufficient demand (with details), item replaced by Common Food Management System (CFMS), LSN xxx, etc.

If a product is terminated or replaced by a new item due to customer preference, the customers must **draw down** the existing inventory before ordering the new replacement item.

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

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

C. Price Changes –

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

D. Catalog Changes

Submission of 832 catalog transactions for all changes additions, deletes and additions required to be submitted (i.e. Wednesday 1:30pm Eastern Time).

3. ADDITION OF NEW ITEMS TO THE CATALOG

- A. When the Government customer requests a new item(s) not inventoried by the Contractor be added to the contract catalog, the customer shall provide sufficient information to the Contractor to enable it to promptly source the required item. **NOTE: Prior to all requests, the customer must obtain approval from their Service HQ (AF and Navy) and Food Program Manager (Army and Marines) for all catalog item additions.**
- B. Each Contractor request to the Contracting Officer to add new item(s) must include the following documentation: copy of manufacturer's/grower's/private label holder's or Redistributor's original invoice and a screen shot in your electronic purchasing system signifying the delivered price, or a written price quote on the manufacturer's letterhead if the item is not currently in stock, and a copy of the product label. For any new add requests for items which have closed shelf life code dates, the Contractor is required to provide code break data so the Government can determine the product expiration date.
- C. Once an item has been authorized and approved by the Contracting Officer, written notification will represent the Contracting Officer's determination of price reasonableness.
- D. The Contractor shall promptly add the item to the catalog in the first weekly 832 transmission after Contracting Officer approval, and have the item available for order and delivery within 21 days of receipt of such Contracting Officer approval for existing suppliers, or no greater than 45 days from Contracting Officer approval when the item supplier is a new source for the Contractor, i.e. the Contractor does not have an existing Purchase Agreement in place with the new item supplier at the time of the Contracting Officer's approval to add the item.
- E. The approved price for any/all items as submitted on the LSN Request Form SHALL be the price submitted in the subsequent 832 transmission. Incoming 832 transmissions will be verified for compliance. If circumstances warrant a price change prior to initial 832 submission, the Contractor must resubmit the new price supported with invoice for approval. Without Contracting Officer approval, prices submitted other than those originally approved will be rejected.
- F. The LSN Request Form includes a field for the Contractor to suggest a Distribution Category. However, the Contracting Officer will make the final decision on the Distribution Category assigned.

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

4. FILL RATES

Fill rates will be measured in two categories: non catch-weight items and catch-weight items. The required overall contract purchase order fill rate is 98.5% for non-catch-weight and catch-weight items. It is not necessary to propose a higher fill rate for either category, nor will we evaluate a proposed higher fill rate. During contract performance, failure to achieve fill rate requirements may have a negative effect on past performance ratings for future acquisitions. Fill rates will be documented in the Contractor Performance Review System (CPARS) and low fill rates may impact past performance evaluations on subsequent acquisitions.

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

(Cases accepted / cases ordered) X 100 = Fill Rate %

- B.** The fill rate for catch-weight items shall be calculated as follows and shall not include substitutions, miss-picks, damaged cases, etc.:

(Cases accepted / cases ordered) X 100 = Fill Rate %

C. Definitions:

- (1) Non catch-weight item: An item which has a specific weight per case, e.g. 8920-01-E09-7315, Cake Mix, Yellow, 6/5 LB BX.
 - (2) Catch-weight item: An item for which a weight range is acceptable; normally meat items purchased by the pound, e.g. 8905-01-E29-2117, Beef Flank Steak, 11-15 LB.
 - (3) Cases accepted: For non-catch-weight items, the product quantity that the customer has received and receipted, not including damaged cases, and miss-picks.
 - (4) Cases ordered: For non-catch-weight items, the product quantity requested by a customer.
 - (5) Pounds accepted: For catch-weight items, the product quantity that the customer has received and receipted, not including damaged cases, and miss-picks.
 - (6) Pounds ordered: For catch-weight items, the product quantity requested by a customer. However, in the event that a catch-weight item is overfilled, and the customer accepts the extra quantity, the 'pounds ordered' will be adjusted to match the 'pounds accepted.' This is to preclude a fill rate greater than 100%.
- D.** Designation of catch-weight items: To designate a catch-weight item, the Contractor must input catch-weight indicator "AVG" in 832 catalog field PO404, Packaging Code, for each catch-weight item. The Contractor shall assure that the correct average case weight (i.e. the estimated weight average of cases that will be delivered) is input in 832 catalog field CTP04, Catch Weight Multiple.
- E.** See paragraph VI.4.B above for the calculation of fill rate for catch-weight items.
- F.** No single line item will be credited for more than 100% fill rate. This includes both catch-weight and non-catch-weight items and for any items should the accepted quantity be greater than the quantity ordered.
- G.** Non-conforming cases, e.g. incorrect items (miss-picks) and damaged cases will not be accepted and receipted.
- H.** The Government in-house record for fill rate calculates the fill rate for each line item of each purchase order, the fill rate per purchase order, the fill rate per customer, and the fill rate for all customers, for any period of time, based on purchase order required delivery dates (RDD). Fill rates are calculated for non-catch-weight items and catch-weight items.
- I.** The Contractor shall promptly inform the Acquisition Specialist and Contracting Officer of any specific instances that would absolve or excuse its failure to deliver an order, or individual line item(s), in full; e.g. customer cancelled line or quantity without adjusting STORES, customer ordered incorrect quantity, item being discontinued, etc. If the Contracting Officer agrees with the justification, the exception will post to its in-house system which will result in the purchase order or line(s) either being excluded from the Government fill rate calculation or the correct purchase order and receipt quantities being included in the calculation. These excusable instances represent Fill Rate Exceptions, and are shown below.

- J.** The Contractor shall submit its fill rate report (to include overall non catch-weight item fill

rate based on cases and overall catch-weight fill rate based on pounds) on a monthly basis to the DLA TROOP SUPPORT Contracting Officer. The reports shall be based on purchase order required delivery dates (RDD), not purchase order placement dates. The Government will compare and attempt to reconcile the Government and Contractor's report.

The Government's fill rate report will be the official government record for contract performance evaluation.

Fill Rate Exception Codes (All Customers Including Navy Land Based)

Code	Reason
C02	Customer Decreased Quantity Or Cancelled (Including Pre-Delivery)
C03	Cancelled Due To Operational Schedule Change
C04	Insufficient Lead Time
C05	Rejected Due To Quality Issues
C07	Other, Caused By Vendor
C08	Other, Customer Issue
C09	Late/Non-Delivery of C02 Canisters (Where applicable)
C10	Vendor Not In Stock Or Short Shipped (No Replacement Ordered)
C11	Vendor Not In Stock Or Short Shipped (Replacement Ordered)
D01	Valid STORES System Issues (Receipt, Catalog, PRF, etc....)
D04	CONUS/OCONUS NIS Approved By The Contracting Officer/COR
V01	Monthly Item Demand Exceeds Average Demand By >300% (OCONUS Only)
V02	Newly Cataloged Item (Insufficient Time For Vendor To Capture Demand History)
V03	Low Shelf Life Item - Frequency Restocking Required
V04	Customer Decreased Quantity Or Cancelled (Including Pre-Delivery)
V05	Customer Based Order Quantity On The Incorrect Unit Of Issue
V06	Customer Did Not Provide Sufficient Ordering Lead Time
V07	Item Being Phased Out (Catalog Timing Issue - Does Not Include Vendor Voluntary Brand Changes)
V08	Catch Weight Adjustment (Customer Orders 100 Lbs Actual Weight Of Product Is 98 Lbs)
V09	Product Recalled
V10	Other (Vendor To Provide Specific Explanation/Backup Documentation For "Other" Exception)
V11	Vendor Not In Stock Or Short Shipped
V12	CONUS/OCONUS NIS Caused by DTS Delay - Approved By The Contracting Officer/COR

Fill Rate Exception Codes (Navy Afloat Only)

Code	Reason
C02	Customer Decreased Quantity Or Cancelled (Including Pre-Delivery)
C09	Late/Non-Delivery of C02 Canisters (Where applicable)
C10	Vendor Not In Stock Or Short Shipped (No Replacement Ordered)
C11	Vendor Not In Stock Or Short Shipped (Replacement Ordered)
V01	Monthly Item Demand Exceeds Average Demand By >300% (OCONUS Only)
V02	Newly Cataloged Item (Insufficient Time For Vendor To Capture Demand History)
V04	Customer Decreased Quantity Or Cancelled (Including Pre-Delivery)
V05	Customer Based Order Quantity On The Incorrect Unit Of Issue
V08	Catch Weight Adjustment (Customer Orders 100 Lbs Actual Weight Of Product Is 98 Lbs)

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

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

[illegible]

6. FOOD SHOWS

- A. The Contractor is required to advise the Contracting Officer and the Acquisition Specialist of all Food Shows that are conducted throughout the course of the contract. The Contractor is not required to conduct a Food Show specifically for its DLA contract customers; however, the Contracting Officer reserves the right to participate in any Food Show that the Contractor conducts for its general business. Participation may or may not involve customers or DLA personnel attending the Food Show.
- B. Should the Contracting Officer choose to participate,
- 1) Approximately one (1) month prior to the Food Show, the Contractor shall furnish the Contracting Officer and/or Acquisition Specialist the following information:
 - (a) List of manufacturers/brokers attending the Food Show;
 - (b) Map showing the locations of booths;
 - (c) Effective period of any offered allowances, i.e. off-invoice discounts;
 - (d) Statement as to whether the allowances are applicable to all orders placed within the effective period, and
 - (e) Usage report for all customers covered by the contract. This data shall represent the same number of weeks as the effective period of the allowances. The data shall be a consolidation of all customers, and be sorted in booth order sequence. At a minimum the following elements are required:
 - (i) Vendor Part Number;
 - (ii) Description of item;
 - (iii) Usage quantity;
 - (iv) Manufacturer/Brand; and
 - (v) Booth Number of the exhibitor and the products they represent
 - 2) At the end of the Food Show allowance period, the Contractor shall submit to the Contracting Officer/Acquisition Specialist a Food Show savings report by customer. This shall be completed within 2 weeks of the end of the allowance period. A total sales report for the same period shall also be submitted.
 - 3) Food Show allowances must be passed on to the customers directly as a discounted price. Accordingly, when the applicable items are ordered, the price must reflect the discount if ordered during the specified time frame. The discounted price is the price that is to be submitted via the 832 catalog transmission. All decreases in price must be submitted via the 832 transmission the week prior to the beginning of the allowance period.

7. CUSTOMER SERVICE AND SUPPORT

- A. The Contractor shall treat each and every customer covered under this contract with the same customer service policy given to their commercial and/or other accounts.
- B. The Contractor shall provide at least one (1) full time Customer Service Representative to maintain

continuous contact with all the ordering activities. The name of the representative and the phone number, mobile phone number, beeper number, email address, and any other method of communicating with the representative, shall be furnished to the customers after award. If the Customer Service Representative is out of the office there shall be a backup Customer Service Representative that can maintain continuous contact with all the ordering activities.

- C. The customers in this area have periodic food menu board meetings and the Contractor may be invited to attend these meetings. At these meetings, the customers not only review their internal business practices, but the Contractor can utilize this forum to show new products, demonstrate product preparation, provide nutritional information and address any other concerns the customer may have. Contractors shall participate in these meetings as requested.
- D. The Contractor shall hold meaningful interactions with all customers serviced under the resultant contract at a minimum of once per month via customer visits, telephonically, or electronically, in order to maintain open communication and address any issues that may arise. The method of Contractor interaction with the customer may vary according to the needs of the customers, and more than one meaningful contact may be required per month. The Contractor must document their customer contact/visits and provide a copy to the Contracting Officer upon request.

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

E. **NON-ACCEPTABILITY OF GOVERNMENT SURPLUS MATERIAL**

(a) Definition.

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

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

VIII. SPECIAL CONTRACT REQUIREMENTS

1. NON-COMPETE PROVISION

The offeror warrants that, upon receiving a contract award, it will not actively promote, encourage, engage, or market any of the customers on this acquisition away from the resultant DLA TROOP SUPPORT contract and onto a full-line food and beverage contract or account of any other Government agency or commercial entity. This prohibition is in effect during the life of the resulting contract, and restricts competition in the specific geographic distribution region that is the subject of this acquisition. A violation of this term may result in the Contracting Officer terminating the contract, documenting this action as part of the awardee's past performance data, and taking other appropriate recourse as permitted by contract or applicable regulations and law.

2. MANAGEMENT REPORTS

- A. The Contractor shall electronically transmit the following reports to the DLA TROOP SUPPORT Contracting Officer and Acquisition Specialist on a monthly basis, except as otherwise noted. All reports shall be cumulative for a one (1) month period (except as otherwise noted) and submitted no later than the seventh day of the following month, e.g., reporting period of January 1st

through January 31st – the reports are due February 7th. Weekly reports shall be submitted by the Friday after the week being reported. The Contractor may be required to submit reports on an as-needed basis in addition to the regularly scheduled reports.

(1) Reports received from Contractor	Frequency
(i) Fill Rate, Non Catch-Weight Items	Monthly
(ii) Fill Rate, Catch-Weight Items	Monthly
(iii) Ability One Subcontracting	Monthly
(iv) Small Business	Monthly
(v) Descending Case	As Required
(vi) Descending Dollar	As Required
(vii) NAPA Report	Monthly
(viii) Customer Contact/Visits	As Required
(ix) Not in Stock (NIS)	Monthly
(x) Government Rebates and Discounts (General)	Monthly
(xi) Government Rebates and Discounts (Food Show)	As Required
(Contractor will report any rebate/discount additions, deletions or changes by item)	
(xii) Earned Income Categories	(Update as applicable)
(xiii) Private Label Savings	Quarterly

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

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

(2) Fill Rate:

The Contractor shall submit its monthly fill rate report (to include overall fill rate; non-catch weight item fill rate; and catch-weight item fill rate) to the DLA Troop Support Contracting Officer. The report shall be based on order required delivery dates (RDD), not order placement dates, e.g. the report for March 2017 shall include all orders placed for deliveries covering the period from February 1st through February 28th (or 29th in a leap year). This would normally include orders placed the last day(s) of February 2017. In addition to monthly fill rate reports, more frequent reports may be required on an as needed basis. The Government will compare and attempt to reconcile the Government and Contractor's reports. The Government's fill rate report will be the official government record for contract performance evaluation. The fill rate is

calculated by dividing the number of cases accepted by the customer by the number of cases ordered. Miss-picks and damaged cases should not be included in this calculation. The report shall specify fill rates per customer and an overall average fill rate for all customers under the contract for the period being reported. The monthly fill rate reports should specify fill rates grouped by contract number/DODAAC (first six positions of the purchase order)/purchase order number. The date range of the report shall be based on the customer's required delivery date (RDD). Overall discrepancy report shall only include purchase orders that contain less than 100% fill rate and reason code for discrepancy. The Contractor shall submit a separate discrepancy spreadsheet containing a list of Government authorized and verifiable fill rate exceptions using acceptable codes as outlined in the solicitation. Please note that the fill rate could take up to three months to calculate due to system reconciliation. However, the government's finding will serve as the final rate.

(3) Ability One Subcontracting:

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

(4) Small Business:

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

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

(5) Descending Case Report:

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

(6) Descending Dollar:

Sorted by line item; each line to contain at a minimum the DLA TROOP SUPPORT stock number, item description, pack or size, brand description, quantity, and total

dollar value of units shipped. Dollar amounts must be totaled. This report shall be submitted by individual customer accounts AND also by the total customer base.

(7) NAPA Report:

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

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

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

(8) Customer Contact/Visits

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

(9) Not In Stock:

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

(10) Government Rebates and Discounts:

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

(11) Earned Income Categories:

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

(12) Private Label Savings

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

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

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

ADDENDUM

ATTACHMENT TO FAR 52.212-3

**252.225-7000 – BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM CERTIFICATE
—BASIC (NOV 2014)**

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

(b) *Evaluation.* The Government—

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

Buy American statute or the Balance of Payments Program.

(c) Certifications and identification of country of origin.

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

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

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

Line Item Number	Country of Origin

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

Line Item Number	Country of Origin (If known)

252.225-7020 – TRADE AGREEMENTS CERTIFICATE —BASIC (NOV 2014) – DFARS

(a) Definitions. “Designated country end product,” “nondesignated country end product,” “qualifying country end product,” and “U.S.-made end product” have the meanings given in the Trade Agreements clause of this solicitation.

(b) Evaluation. The Government—

- (1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and
- (2) Will consider only offers of end products that are U.S.-made, qualifying country, or designated country end products unless—
 - (i) There are no offers of such end products;
 - (ii) The offers of such end products are insufficient to fulfill the Government’s requirements; or
 - (iii) A national interest waiver has been granted.

(c) Certification and identification of country of origin.

- (1) For all line items subject to the Trade Agreements clause of this solicitation, the offeror certifies that each end product to be delivered under this contract, except those listed in paragraph (c)(2) of this provision, is a U.S.-made, qualifying country, or designated country end product.
- (2) The following supplies are other nondesignated country end products:

Line Item Number	Country of Origin

252.247-7022 Representation of Extent of Transportation by Sea (AUG 1992)

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) *Representation.* The Offeror represents that it—

_____ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

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

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

52.225-25 Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran—Representation and Certification (Oct 2015)

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

Person--

(1) Means--

(i) A natural person;

(ii) A corporation, business association, partnership, society, trust, financial institution, insurer, underwriter, guarantor, and any other business organization, any other nongovernmental entity, organization, or group, and any governmental entity operating as a business enterprise; and

(iii) Any successor to any entity described in paragraph (1)(ii) of this definition; and

(2) Does not include a government or governmental entity that is not operating as a business enterprise.

Sensitive technology—

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

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

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

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

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

(c) Except as provided in paragraph (d) of this provision or if a waiver has been granted in accordance with 25.703-4, by submission of its offer, the offeror--

(1) 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;

(2) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act. These sanctioned activities are in the areas of development of the petroleum resources of Iran, production of refined petroleum products in Iran, sale and provision of refined petroleum products to Iran, and contributing to Iran's ability to acquire or develop certain weapons or technologies; and

(3) 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>).

(d) Exception for trade agreements. The representation requirement of paragraph (c)(1) and the certification requirements of paragraphs (c)(2) and (c)(3) of this provision do not apply if--

(1) This solicitation includes a trade agreements notice or certification (e.g., 52.225-4, 52.225-6, 52.225-12, 52.225-24, or comparable agency provision); and

(2) The offeror has certified that all the offered products to be supplied are designated country end products or designated country construction material.

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

"Covered contractor information system" means an information system that is owned or operated by a contractor that processes, stores, or transmits Federal contract information.

"Federal contract information" means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government, but not including information provided by the Government to the public (such as on public Web sites) or simple transactional information, such as necessary to process payments.

"Information" means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).

"Information system" means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information (44 U.S.C. 3502).

“Safeguarding” means measures or controls that are prescribed to protect information systems.

(b) Safeguarding requirements and procedures.

(1) The Contractor shall apply the following basic safeguarding requirements and procedures to protect covered contractor information systems. Requirements and procedures for basic safeguarding of covered contractor information systems shall include, at a minimum, the following security controls:

- (i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).
- (ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.
- (iii) Verify and control/limit connections to and use of external information systems.
- (iv) Control information posted or processed on publicly accessible information systems.
- (v) Identify information system users, processes acting on behalf of users, or devices.
- (vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.
- (vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.
- (viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.
- (ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.
- (x) Monitor, control, and protect organizational communications (i.e., information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.
- (xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.
- (xii) Identify, report, and correct information and information system flaws in a timely manner.
- (xiii) Provide protection from malicious code at appropriate locations within organizational information systems.
- (xiv) Update malicious code protection mechanisms when new releases are available.
- (xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.

(2) *Other requirements.* This clause does not relieve the Contractor of any other specific safeguarding

requirements specified by Federal agencies and departments relating to covered contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.

(c) *Subcontracts*. The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial items, other than commercially available off-the-shelf items), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

52.232-39 Unenforceability of Unauthorized Obligations (Jun 2013)

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

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

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

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

(b) Paragraph (a) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulation and procedures.

52.232-40 Providing Accelerated Payments to Small Business Subcontractors (Dec 2013)

(a) Upon receipt of accelerated payments from the Government, the Contractor shall make accelerated payments to its small business subcontractors under this contract, to the maximum extent practicable and prior to when such payment is otherwise required under the applicable contract or subcontract, after receipt of a proper invoice and all other required documentation from the small business subcontractor.

(b) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

(c) Include the substance of this clause, including this paragraph (c), in all subcontracts with small business concerns, including subcontracts with small business concerns for the acquisition of commercial items.

252.203-7000 Requirements Relating to Compensation of Former DoD Officials (SEP 2011)

(a) *Definition*. "Covered DoD official," as used in this clause, means an individual that—

(1) Leaves or left DoD service on or after January 28, 2008; and

(2)(i) Participated personally and substantially in an acquisition as defined in 41 U.S.C. 131 with a value in excess of \$10 million, and serves or served—

- (A) In an Executive Schedule position under subchapter II of chapter 53 of Title 5, United States Code;
- (B) In a position in the Senior Executive Service under subchapter VIII of chapter 53 of Title 5, United States Code; or
- (C) In a general or flag officer position compensated at a rate of pay for grade O-7 or above under section 201 of Title 37, United States Code; or
- (ii) Serves or served in DoD in one of the following positions: program manager, deputy program manager, procuring contracting officer, administrative contracting officer, source selection authority, member of the source selection evaluation board, or chief of a financial or technical evaluation team for a contract in an amount in excess of \$10 million.
- (b) The Contractor shall not knowingly provide compensation to a covered DoD official within 2 years after the official leaves DoD service, without first determining that the official has sought and received, or has not received after 30 days of seeking, a written opinion from the appropriate DoD ethics counselor regarding the applicability of post-employment restrictions to the activities that the official is expected to undertake on behalf of the Contractor.
- (c) Failure by the Contractor to comply with paragraph (b) of this clause may subject the Contractor to rescission of this contract, suspension, or debarment in accordance with 41 U.S.C. 2105(c).

252.205-7000 Provision of Information to Cooperative Agreement Holders DEC 1991)

- (a) *Definition.* "Cooperative agreement holder" means a State or local government; a private, nonprofit organization; a tribal organization (as defined in section 4(c) of the Indian Self-Determination and Education Assistance Act (Pub. L. 93-268; 25 U.S.C. 450(c))); or an economic enterprise (as defined in section 3(e) of the Indian Financing Act of 1974 (Pub. L. 93-362; 25 U.S.C. 1452(e))) whether such economic enterprise is organized for profit or nonprofit purposes; which has an agreement with the Defense Logistics Agency to furnish procurement technical assistance to business entities.
- (b) The Contractor shall provide cooperative agreement holders, upon their request, with a list of those appropriate employees or offices responsible for entering into subcontracts under defense contracts. The list shall include the business address, telephone number, and area of responsibility of each employee or office.
- (c) The Contractor need not provide the listing to a particular cooperative agreement holder more frequently than once a year.

252.225-7012 Preference for Certain Domestic Commodities (AUG 2016)

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

"Component" means any item supplied to the Government as part of an end product or of another component.

"End product" means supplies delivered under a line item of this contract.

"Qualifying country" means a country with a reciprocal defense procurement memorandum of understanding or international agreement with the United States in which both countries agree to remove barriers to purchases of supplies produced in the other country or services performed by sources of the other country, and the memorandum or agreement complies, where applicable, with the requirements of section 36 of the Arms Export Control Act (22 U.S.C. 2776) and with 10 U.S.C. 2457. Accordingly, the following are qualifying countries: Australia

Austria

Belgium

Canada

Czech Republic

Denmark Egypt

Finland

France

Germany

Greece

Israel Italy

Japan

Luxembourg

Netherlands

Norway Poland

Portugal

Slovenia Spain

Sweden

Switzerland

Turkey

United Kingdom of Great Britain and Northern Ireland. "Structural component of a tent"—

(i) Means a component that contributes to the form and stability of the tent (e.g., poles, frames, flooring, guy ropes, pegs);

(ii) Does not include equipment such as heating, cooling, or lighting.

"United States" means the 50 States, the District of Columbia, and outlying areas.

"U.S.-flag vessel" means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b) The Contractor shall deliver under this contract only such of the following items, either as end products or components, that have been grown, reprocessed, reused, or produced in the United States:

(1) Food.

(2) Clothing and the materials and components thereof, other than sensors, electronics, or other items added to, and not normally associated with, clothing and the materials and components thereof. Clothing includes items such as outerwear, headwear, underwear, nightwear, footwear, hosiery, handwear, belts, badges, and insignia.

(3)(i) Tents and structural components of tents;

(ii) Tarpaulins; or

(iii) Covers.

(4) Cotton and other natural fiber products.

(5) Woven silk or woven silk blends.

(6) Spun silk yarn for cartridge cloth.

(7) Synthetic fabric, and coated synthetic fabric, including all textile fibers and yarns that are for use in such fabrics.

(8) Canvas products.

(9) Wool (whether in the form of fiber or yarn or contained in fabrics, materials, or manufactured articles).

(10) Any item of individual equipment (Federal Supply Class 8465) manufactured from or containing fibers, yarns, fabrics, or materials listed in this paragraph (b).

(c) This clause does not apply—

(1) To items listed in section 25.104(a) of the Federal Acquisition Regulation (FAR), or other items for which the Government has determined that a satisfactory quality and sufficient quantity cannot be acquired as and when needed at U.S. market prices;

(2) To incidental amounts of cotton, other natural fibers, or wool incorporated in an end product, for which the estimated value of the cotton, other natural fibers, or wool—

(i) Is not more than 10 percent of the total price of the end product; and

(ii) Does not exceed the simplified acquisition threshold in FAR Part 2;

(3) To waste and byproducts of cotton or wool fiber for use in the production of propellants and explosives;

(4) To foods, other than fish, shellfish, or seafood, that have been manufactured or processed in the United States, regardless of where the foods (and any component if applicable) were grown or produced. Fish, shellfish, or seafood manufactured or processed in the United States and fish, shellfish, or seafood contained in foods manufactured or processed in the United States shall be provided in accordance with paragraph (d) of this clause;

- (5) To chemical warfare protective clothing produced in a qualifying country; or
- (6) To fibers and yarns that are for use in synthetic fabric or coated synthetic fabric (but does apply to the synthetic or coated synthetic fabric itself), if—
- (i) The fabric is to be used as a component of an end product that is not a textile product.
Examples of textile products, made in whole or in part of fabric, include□
- (A) Draperies, floor coverings, furnishings, and bedding (Federal Supply Group 72, Household and Commercial Furnishings and Appliances);
- (B) Items made in whole or in part of fabric in Federal Supply Group 83, Textile/leather/furs/apparel/findings/tents/flags, or Federal Supply Group 84, Clothing, Individual Equipment and Insignia;
- (C) Upholstered seats (whether for household, office, or other use); and
- (D) Parachutes (Federal Supply Class 1670); or
- (ii) The fibers and yarns are para-aramid fibers and continuous filament para-aramid yarns manufactured in a qualifying country.
- (d)(1) Fish, shellfish, and seafood delivered under this contract, or contained in foods delivered under this contract—
- (i) Shall be taken from the sea by U.S.-flag vessels; or
- (ii) If not taken from the sea, shall be obtained from fishing within the United States; and
- (2) Any processing or manufacturing of the fish, shellfish, or seafood shall be performed on a U.S.-flag vessel or in the United States.

252.203-7996 Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements—Representation.

Include the following provision in all solicitations, including solicitations for the acquisition of commercial items under FAR part 12, that will use funds made available by the Continuing Appropriations Act, 2016 (Pub. L. 114-53) or any other FY 2016 appropriations act that extends to FY 2016 funds the same prohibitions as contained in section 743 of division E, title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235).

PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS—REPRESENTATION (DEVIATION 2016-O0003)(OCT 2015)

(a) In accordance with section 101(a) of the Continuing Appropriations Act, 2016 (Pub. L. 114-53) and any subsequent FY 2016 appropriations act that extends to FY 2016 funds the same restrictions as are contained in section 743 of division E, title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), none of the funds appropriated (or otherwise made available) by this or any other Act may be used for a contract with an entity that requires employees or subcontractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors 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.

(b) The prohibition in paragraph (a) of this provision does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the

nondisclosure of classified information.

(c) *Representation.* By submission of its offer, the Offeror represents that it does not require employees or subcontractors of such entity seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors 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.

252.203-7998 Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements— Representation. (DEVIATION 2015-O0010)

Insert the following provision in all solicitations that will use funds made available by the Financial Services and General Government Appropriations Act, 2015 (Division E of the Consolidated and Further Continuing Appropriations Act, 2015, Pub. L. 113-235), or any other Act, including solicitations for the acquisition of commercial items under FAR part 12.

PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS—REPRESENTATION (DEVIATION 2015-O0010) (FEB 2015)

(a) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Resolution Appropriations Act, 2015 (Pub. L. 113-235), Government agencies are not permitted to use funds appropriated (or otherwise made available) under that or any other Act for contracts with an entity that requires employees or subcontractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors 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.

(b) The prohibition in paragraph (a) of this provision does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(c) *Representation.* By submission of its offer, the Offeror represents that it does not require employees or subcontractors of such entity seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors 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.