

2. CONTRACT No. SPE3S1-19-D-Z119  
 3. SOLICITATION No. SPE3S1-19-R-0006  
 4. TYPE OF SOLICITATION  
 SEALED BID (IFB)  
 NEGOTIATED (RFP)  
 5. DATE ISSUED 2019 FEB 28  
 6. REQUISITION/PURCHASE No. 1000074896

7. ISSUED BY  
 DLA TROOP SUPPORT  
 DIRECTORATE OF SUBSISTENCE  
 700 ROBBINS AVENUE  
 PHILADELPHIA PA 19111-5096  
 USA  
 Local Admin: Jayson Marbach DJM0103 Tel: 215-737-7346 X-7346  
 CODE SPE300  
 8. ADDRESS OFFER TO (If other than Item 7)

NOTE : In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

**SOLICITATION**

9. Sealed offers in original and \_\_\_\_\_ copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in \_\_\_\_\_ until \_\_\_\_\_ local time \_\_\_\_\_  
 CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

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10. FOR INFORMATION CALL:  A. NAME Jayson Marbach DJM0103  
 B. PHONE/FAX (NO COLLECT CALLS) Phone: 215-737-7346-X-7346  
 C. EMAIL ADDRESS Jayson.1.Marbach@dla.mil

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**OFFER (Must be fully completed by offeror)**

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.  
 12. In compliance with the above, the undersigned agrees, if this offer is accepted within \_\_\_\_\_ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT  10 CALENDAR DAYS (%) 20 CALENDAR DAYS (%) 30 CALENDAR DAYS (%) CALENDAR DAYS (%)  
 (See Section I, Clause No. 52.232-8)

14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):

AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR  
 CODE \_\_\_\_\_ FACILITY \_\_\_\_\_  
 16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)

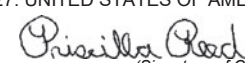
15B. TELEPHONE NUMBER \_\_\_\_\_  
 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE   
 17. SIGNATURE \_\_\_\_\_  
 18. OFFER DATE \_\_\_\_\_

**AWARD (To be completed by Government)**

19. ACCEPTED AS TO ITEMS NUMBERED SEE SCHEDULE  
 20. AMOUNT \$4,785,300.00  
 21. ACCOUNTING AND APPROPRIATION

22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:  
 10 U.S.C. 2304 (c) ( )  41 U.S.C. 253 (c) ( )  
 23. SUBMIT INVOICES TO ADDRESS SHOWN IN  ITEM BLOCK 25  
 (4 copies unless otherwise specified)

24. ADMINISTERED BY (If other than item 7) CODE SPE300  
 SEE BLOCK 7  
 Criticality: PAS : None  
 25. PAYMENT WILL BE MADE BY DEF FIN AND ACCOUNTING SVC CODE SL4701  
 BSM  
 P O BOX 182317  
 COLUMBUS OH 43218-2317  
 USA

26. NAME OF CONTRACTING OFFICER (Type or print) Priscilla Reed PRISCILLA.REED@DLA.MIL  
 27. UNITED STATES OF AMERICA  
  
 (Signature of Contracting Officer)  
 28. AWARD DATE 2019 JUL 08

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

**SECTION B - SUPPLIES OR SERVICES AND PRICES OR COSTS**

The following documents are hereby incorporated into this contract: Solicitation SPE3S1-19-R-0006, Amendment 1, and your final offer, which is being accepted by the Government to form this contract.

Tiendung Nguyen is the Administrative Contracting officer of the resultant contract.

Effective period of performance:

Each tier year is comprised of a 365 day term.

Tier 1: July 8, 2019 - July 7, 2020

Tier 2: July 8, 2020 - July 7, 2021

Tier 3: July 8, 2021 - July 7, 2022

Tier 4: July 8, 2022 - July 7, 2023

Tier 5: July 8, 2023 - July 7, 2024

Garanteed Minimum quantity: 2,000

Maximum quantity: 39,000 (All five tiers)

Delivery Terms: F.O.B. Origin

Inspection and Acceptance Points: Origin

Place of Performance:

LaBriute Healthway Group, LLC

520 James Street, Suite 1C

Lakwood, NJ 08701

Offered Prices Per Tier:



Schedule of Items:

1. Meal, Ready-To-Eat, Kosher

NSN: 8970-01-424-1996

**SECTION E - INSPECTION AND ACCEPTANCE**

52.246-16 RESPONSIBILITY FOR SUPPLIES (APR 1984) FAR

**SECTION F - DELIVERIES OR PERFORMANCE**

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.

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**SECTION F - DELIVERIES OR PERFORMANCE (CONTINUED)**

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

(1) To be completed by the offeror:

- (i) Type of container: Wood Box [ ] Fiber Box [ ], Barrel [ ], Reel [ ], Drum [ ], Other (Specify) ;
- (ii) Shipping configuration: Knocked-down [ ], Set-up [ ], Nested [ ], Other (specify) ;
- (iii) Size of container: " (Length), × " (Width), × " (Height) = Cubic Ft;
- (iv) Number of items per container each;
- (v) Gross weight of container and contents Lbs;
- (vi) Palletized/skidded [ ] Yes [ ] No;
- (vii) Number of containers per pallet/skid ;
- (viii) Weight of empty pallet bottom/skid and sides Lbs;
- (ix) Size of pallet/skid and contents Lbs Cube ;
- (x) Number of containers or pallets/skids per railcar \*
- (A) Size of railcar
- (B) Type of railcar
- (xi) Number of containers or pallets/skids per trailer \*
- (A) Size of trailer Ft
- (B) Type of trailer

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

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

- (i) Rate used in evaluation ;
- (ii) Tender/Tariff ;
- (iii) Item .

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

(End of clause)

**SECTION I - CONTRACT CLAUSES**

52.202-1 DEFINITIONS (NOV 2013) FAR

52.203-3 GRATUITIES (APR 1984) FAR

52.203-5 COVENANT AGAINST CONTINGENT FEES (MAY 2014) FAR

52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006) FAR

52.203-7 ANTI-KICKBACK PROCEDURES (MAY 2014) FAR

52.203-8 CANCELLATION, RECISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014) FAR

52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014) FAR

52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (OCT 2010) FAR

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**SECTION I - CONTRACT CLAUSES (CONTINUED)**

**52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (APR 2014) FAR**

**252.203-7001 PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES (DEC 2008) DFARS**

**52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER (MAY 2011) FAR**

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

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

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

**252.205-7000 PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS (DEC 1991) DFARS**

**52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR SUSPENSION (OCT 2015) 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**

**52.211-15 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 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.dcmil.mil/20/guidebook\\_process.htm](http://guidebook.dcmil.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)

**252.215-7014 EXCEPTION FROM CERTIFIED COST OR PRICING DATA REQUIREMENTS FOR FOREIGN MILITARY SALES INDIRECT OFFSETS (JUN 2018) DFARS**

**52.222-19 CHILD LABOR - COOPERATION WITH AUTHORITIES AND REMEDIES (JAN 2018) FAR**

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**SECTION I - CONTRACT CLAUSES (CONTINUED)**

- 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (APR 2015) FAR  
 52.222-26 EQUAL OPPORTUNITY (SEP 2016) FAR  
 52.222-35 EQUAL OPPORTUNITY FOR VETERANS (OCT 2015) FAR  
 52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUL 2014) FAR  
 52.222-37 EMPLOYMENT REPORTS ON VETERANS (FEB 2016) FAR  
 52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010) FAR  
 52.223-6 DRUG-FREE WORKPLACE (MAY 2001) FAR  
 252.225-7001 BUY AMERICAN AND BALANCE OF PAYMENTS PROGRAM—BASIC (DEC 2016) DFARS  
 252.225-7001 BUY AMERICAN AND BALANCE OF PAYMENTS PROGRAM—BASIC (DEC 2016), ALT I (DEC 2016) DFARS  
 252.225-7002 QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS (DEC 2016) DFARS  
 252.225-7012 PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (DEC 2017) DFARS  
 52.226-6 PROMOTING EXCESS FOOD DONATION TO NONPROFIT ORGANIZATIONS (MAY 2014) FAR  
 252.226-7001 UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS (SEP 2004) DFARS  
 52.229-3 FEDERAL, STATE, AND LOCAL TAXES (FEB 2013) FAR  
 52.232-17 INTEREST (MAY 2014) FAR  
 52.232-23 ASSIGNMENT OF CLAIMS (MAY 2014) FAR  
 52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013) FAR  
 252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (DEC 2018) DFARS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

*(Contracting Officer: Insert inspection and acceptance locations or “Not applicable.”)*

(3) *Document routing.* The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF

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**SECTION I - CONTRACT CLAUSES (CONTINUED)**

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.

(End of clause)

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

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

**52.242-13 BANKRUPTCY (JUL 1995) FAR**

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

As prescribed in [243.205-71](#), use the following clause:

(a) The amount of any request for equitable adjustment to contract terms shall accurately reflect the contract adjustment for which the Contractor believes the Government is liable. The request shall include only costs for performing the change, and shall not include any costs that already have been reimbursed or that have been separately claimed. All indirect costs included in the request shall be properly allocable to the change in accordance with applicable acquisition regulations.

(b) In accordance with 10 U.S.C. 2410(a), any request for equitable adjustment to contract terms that exceeds the simplified acquisition threshold shall bear, at the time of submission, the following certificate executed by an individual authorized to certify the request on behalf of the Contractor:

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

(Official's Name)

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**SECTION I - CONTRACT CLAUSES (CONTINUED)**

(Title)

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

- (1) Certified cost or pricing data, if required, in accordance with subsection 15.403-4 of the Federal Acquisition Regulation (FAR); and
- (2) Data other than certified cost or pricing data, in accordance with subsection 15.403-3 of the FAR, including actual cost data and data to support any estimated costs, even if certified cost or pricing data are not required.

(d) The certification requirement in paragraph (b) of this clause does not apply to

- (1) Requests for routine contract payments; for example, requests for payment for accepted supplies and services, routine vouchers under a cost-reimbursement type contract, or progress payment invoices; or
- (2) Final adjustments under an incentive provision of the contract.

(End of clause)

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

**252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA -- BASIC (FEB 2019) DFARS**

**52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (APR 2012) FAR**

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

**52.253-1 COMPUTER GENERATED FORMS (JAN 1991) FAR**