SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30					1. REQUIS	1. REQUISITION NUMBER			PAGE 1 OF 9
		-			1000135	5101			
2. CONTRACT NO	Э.	3. AWARD/EFFECTI DATE	VE 4. ORDER NUM	BER	5. SOLICIT	ATION N	UMBER		OLICITATION ISSUE ATE
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7. FOR SOLIC INFORMATIO		a. NAME			b. TELEPH calls)	ONE NUI	MBER (No collect		FFER DUE DATE/ OCAL TIME
9. ISSUED BY		C	ODE SPE3S1	10. THIS ACQUISITION	ON IS	UNRE	STRICTED OR	SET A	SIDE:% FOR
DLA TROOP SUP SUBSISTENCE S 700 ROBBINS AV PH LADELPHIA P USA Local Admin: Matt Email: Matthew.Do	UPPLY CHAIN ENUE PA 19111-5096 thew Depetris DMD006	7 Tel: 215-737-2159		SMALL BUSIN  HUBZONE SM BUSINESS  SERVICE-D VETERAN-C SMALL BUS	MALL ISABLED DWNED	J (wosi		ER THE GRAM	WOMEN-OWNED
11. DELIVERY FOR		12. DISCOUNT TER	MS	SWALL BUS	DINESS _		13b. RATING		
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25. ACCOUNTING	AND APPROPRIA	TION DATA				26. TO	TAL AWARD AMO	JNT (Fo	r Govt. Use Only)
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			52 212-1, 52 212-4. FAR 52.2 REFERENCE FAR 52 212-4.				A ARE	=	ARE NOT ATTACHED.  ARE NOT ATTACHED.
	ACTOR IS REQUIR	ED TO SIGN THIS DO	OCUMENT AND RETURN	N 1 🛛	29. AWARD OI	F CONTR	ACT: REF. SPE3S1-	22-R-0003	OFFER
COPIES TO  DELIVER ALL	ITEMS SET FORTH	H OR OTHERWISE ID	EES TO FURNISH AND ENTIFIED ABOVE AND CONDITIONS SPECIFI	ON ANY INCL		DDITION	S OR CHANGES \		TATION (BLOCK 5), ARE SET FORTH ,
30a. SIGNATURE	OF OFFEROR/CO	NTRACTOR				•	GNATURE OF CO	NTRACT	TING OFFICER)
				Harry St	reibich				
30b. NAME AND 1	TITLE OF SIGNER	(Type or Print)	30c. DATE SIGNED	31b. NAME OF C	ONTRACTING	OFFICE	R (Type or Print)		31c. DATE SIGNED
				Harry Streibi HARRY.STR	ch REIBICH@DLA	MIL			2022 MAR 30

19. ITEM NO.		SCHE	20. DULE OF SUP	PLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
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RECEIVED										
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32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE										
33. SHIP NUMBE	ER	34. VOUCHER	NUMBER	35. AMOUNT VERIFIE CORRECT FOR	D	36. PAY	MENT			37. CHECK NUMBER
PARTIAL 38. S/R ACCOUNT	FINAL NT NO.	39. S/R VOUCH	HER NUMBER	40. PAID BY			COMPLETE	PA	RTIAL FINAL	
41a. I CERTIFY	THIS ACCO	DUNT IS CORRE	CT AND PROF	PER FOR PAYMENT	42a. F	RECEIVEI	D BY (Print)			
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#### **Form**

All terms and conditions of solicitation SPE3S1-22-R-0003 are hereby incorporated into this contract.

#### SCHEDULE OF SUPPLIES

Breakfast Skillet, Turkey NSN: 8940-01-692-3421

Item Description: BREAKFAST SKILLET (HASH BROWN POTATOES AND SCRAMBLED EGGS MIXED WITH MEAT OR POULTRY SAUSAGE, BELL PEPPERS AND ONIONS), COOKED, DEHYDRATED, SHELF STABLE, PACKAGED

IN A BOIL-IN-BAG (BIB) Class 2, Type II, Flavor 2 For use in Unitized Group Ration - Heat & Serve (UGR-H&S)

Specification: PCR-B-053A, dated 19 August 2020.

	<b>Estimated Quantity</b>	Fixed Price	<b>EPA Whole Egg</b>	<b>Total Unit Price</b>
Tier 1	172,800 EA	\$	\$	\$
Tier 2	172,800 EA	\$		
Tier 3	172,800 EA	\$		
Tier 4	172,800 EA	\$		
Tier 5	172,800 EA	\$		
11.0.5	172,000 270	~		

The effective period of the contract is:

**Tier 1:** March 30, 2022 - March 29, 2023 **Tier 2:** March 30, 2023 - March 29, 2024 **Tier 3:** March 30, 2024 - March 29, 2025 **Tier 4:** March 30, 2025 - March 29, 2026 **Tier 5:** March 30, 2026 - March 29, 2027

Unit of Issue: <u>EA</u>

Contract Quantity Estimate: 864,000 EA

Total Dollar Value:

Minimum 5-year Contract Dollar Value: \$
Maximum 5-year Contract Dollar Value: \$

Minimum for 5-year period is: 172,800 EA Maximum for 5-year period is: 1,296,000 EA

Quantity variance: PLUS 2%, MINUS 2%

Pricing is F.O.B. Destination to the following address:

DLA Distribution San Joaquin 25600 S Chrisman Road Warehouse # 30, Section 2- UGR DODAAC: W62G2T

Tracy, CA 95304

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	the minimum shelf life requirement of 36 months at 80 degrees F. Rer than 120 days after issuance of each delivery order. Failure to deliver.			
DDJCUGRLeaders@dla.mil a	ed with Tracy Depot. To schedule a delivery appointment, email the <a href="mailto:nd-James.Arzadon@DLA.MIL">nd James.Arzadon@DLA.MIL</a> -4461 for immediate assistance.	following address:		
If a delivery issue occurs, cont immediately.	ract your DLA Troop Support contract specialist or contracting office	cer in Philadelphia, PA		
	A WAWF Report must accompany every shipment sent to Tracy Depot. Shipments without the proper paperwork will be processed into litigation status.			
Inspection/Acceptance Government acceptance will be at destination for identity, count, and condition for all terms and conditions of the contract.				
	ATY acting Officer is the ONLY person authorized to approve changes to any provisions contained elsewhere in the contract, said authority results.			
B. In the event the vendor effects any change at the direction of any person other than the DLA Troop Support Contracting Officer, the change will be considered to have been made without authority and no adjustments will be made to cover any costs associated with such change.				
CONTRACT CLAUSES				
52.204-04 PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER (MAY 2011) FAR 52.204-09 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011) FAR 52.209-07 INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013) FAR 52.211-02 AVAILABILITY OF SPECIFICATIONS, STANDARDS, AND DATA ITEM DESCRIPTIONS LISTED IN THE ACQUISITION STREAMLINING AND STANDARDIZATION INFORMATION SYSTEM (ASSIST) (APR 2014)				

52.211-05 MATERIAL REQUIREMENTS (AUG 2000) FAR **52.211-06 BRAND NAME OR EQUAL (AUG 1999) FAR** 

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

- (a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than 7,500 Breakfast Skillets, Turkey, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
- (b) Maximum order. The Contractor is not obligated to honor --
  - (1) Any order for a single item in excess of maximum quantity;
  - (2) Any order for a combination of items in excess of \_\_\_\_\_N/A\_\_\_\_; or
  - (3) A series of orders from the same ordering office within 7 calendar days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.
- (c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.
- (d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within \_\_\_\_\_ days after issuance, with

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written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

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

## 52.216-22 INDEFINITE QUANTITY (OCT 1995) FAR

- (a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."
- (c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 1,825 days after award (End of clause)

# 52.227-01 AUTHORIZATION AND CONSENT (DEC 2007) FAR 252.246-7000 MATERIAL INSPECTION AND RECEIVING REPORT (MAR 2008) DFARS

# The Economic Price Adjustment of Tier 2, Tier 3, Tier 4 and Tier 5 will be adjusted in accordance with Procurement Note - ECONOMIC PRICE ADJUSTMENT (EPA) - UNITIZED GROUP RATION (UGR) as follows:

- (a) Warranties: For the portion of the schedule that is covered by this EPA language, the Contractor warrants that the unit prices included in the Schedule does not include allowances for any portion of the contingency covered by this EPA language.
- (b) Base unit price: The base unit prices for the purpose of the adjustment calculations under this EPA language shall be the arithmetic average of the monthly prices of each applicable economic indicator only (e.g. an average of egg indices for egg products), only for the period specified under the "BASE Unit Price" column in paragraph (b) immediately preceding (i) the closing date for proposals, (if no discussions are held), (ii) the due date for final proposal revisions, (if discussions are held), or (iii) the opening date, (if sealed bidding is used).

Item: Breakfast Skillets, Turkey EPA Factor: EGG

<u>Economic Indicators</u>: National Liquid Egg, Whole, Weighted Average, Certified in Trucklots and National Liquid Egg, White, Weighted Average, Certified in Trucklots

The indicators are published Weekly by USDA in USDA Livestock, Poultry, & Grain Market News, Processed Eggs: Weekly National Egg Products (Fri).

Base Unit Price: 12 Months Monthly Weighted Averages\*

Adjusting Unit Price: 12 Months Monthly Weighted Averages\*

\*NOTE: If the closing date/due date for final proposal revisions as well as the new Tier term occurs mid-month, then the monthly weighted average of the month prior to closing (or new Tier term) will be accounted as the last month of the 12 months

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weighted average.

- (c) Adjusting unit price: The adjusting unit prices shall be the arithmetic average of the monthly weighted average prices of each applicable economic indicator only for the period specified under the "Adjusting Unit Price" column shown in paragraph (b) immediately preceding the effective date the Tier term is exercised.
- (d) An established market price is a price that is established in the course of ordinary and usual trade between buyers and sellers free to bargain and that can be substantiated by data from sources independent of the offeror(s); and the net price after applying any standard trade discounts offered by the Contractor. The established market price under this EPA language may reflect industry-wide and/or geographically based market price fluctuations for commodity groups or specific supplies. The established market price that shall be used for the EPA factors subject to price adjustments under this EPA language, and the economic indicators and publications to be used are listed in paragraph (b) of this EPA language.
- (e) With respect to increases or decreases under this EPA language, no adjustment shall be made to the base term contract unit prices. One adjustment calculation shall be made annually to determine the unit prices applicable to the forthcoming Tier term.
- (f) EPA allowance factor: For the purpose of price adjustment pursuant to this EPA language, it shall be conclusively presumed that the amount shown under "Portion Subject to EPA" represents the cost of each item that is subject to adjustment. The portion subject to EPA refers to the element of cost for each item that is outside the control of the vendor and in "Schedule B" the offerors will be required to fill in this amount. This is the only portion of the cost that will be subject to the EPA provision. The EPA provisions based on changes in market prices for product material costs such as egg, pork belly, skim milk, and buttermilk, are subject to the EPA, because there is serious doubt concerning the stability of market conditions. The balance of product costs for items such as labor, overhead, General and Administrative (G&A), transportation, and profit are those contingencies that can be included in the contract price and can be identified and covered separately through firm fixed prices. The EPA allowance factor remains fixed throughout the life of the contract unless a Government authorized change is made to the contract which affects this allowance.
- (g) Performance requirement: DEPARTMENT OF THE ARMY FCDD-SCC-EMR COMBAT CAPABILITIES DEVELOPMENT COMMAND-SOLDIER CENTER who prepares the specifications has moved from Military Specifications to Performance Requirements. The Government no longer states the specific amount of product (egg, pork belly, skim milk, buttermilk etc.) (a unitized group ration item) that goes into a Unitized Group Ration, only an overall amount with a protein and carbohydrate requirement. Meeting the protein and carbohydrate requirement indicates that the Contractor has put in sufficient quantities of required ingredients in the Unitized Group Ration to satisfy the requirement. (Different Contractors will put in differing quantities of egg, pork belly, skim milk, buttermilk etc. to meet the protein and carbohydrate performance requirements). This is why specific weights or quantities cannot be specified in advance in this EPA as would be used in a Military Specification and the cost for the items subject to adjustment will be entered by the Contractor in Section B. The Government performs oversight to ensure that the performance requirements are met or exceeded.
- (h) Adjustments shall be calculated as follows: (Round to four decimal places)
- (1) Compute the Adjusting Unit Price and the Base Unit Price.
- (2) (Adjusting Unit Price Base Unit Price)/Base Unit Price = Market Price Change (+ or -).
- (3) Market Price Change X Allowance Factor = Contract Unit Price Adjustment (+ or -) for each item subject to EPA adjustment.
- (4) The original Tier unit price(s) for each Tier will be the sum of the firm fixed price portion and the portion subject to the EPA (Allowance Factor). The adjusted unit price(s) for each Tier shall be determined by increasing or decreasing (as appropriate) the Allowance Factor by the Contract Unit Price Adjustment and adding that to the firm fixed price portion agreed to at the time of award for the Tier period being adjusted.
- (5) Determine the Contract Price Adjustment by computing the sum total of the price Adjustment of all items subject to EPA.
- (i) Price adjustments pursuant to this EPA language shall be made by contract modification showing the calculations used to derive the adjusted contract unit price.

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- (j) Payments: Payment for items pending adjustment under this EPA language shall be at the existing unadjusted current unit price until an adjustment modification has been issued. Following issuance of an adjusting contract modification, the Government shall pay the Contractor, upon submission of proper invoices or vouchers, the adjusted price stated in the contract modification for the applicable Tier period. The Contractor represents by submitting its final invoice that the total amount billed under this contract reflects all increases or decreases required or authorized by this EPA language.
- (k) Any pricing actions pursuant to the "Changes" clause or other provisions of the contract will be priced as though there were no provisions for economic price adjustment.
- (1) No adjustment will be made under this EPA language unless the total change in the contract amount is \$500.00 or more.
- (m) Upward ceiling on economic price adjustment: The total increase in any contract unit price shall not exceed 10% per annum of the original Tier unit prices agreed to at time of award. There is no percentage limit on downward adjustments under this EPA language.
- (n) Revision of market price indicator: In the event (i) any applicable market price indicator is discontinued or its method of derivation is altered substantially or (ii) the Contracting Officer determines that a particular market price indicator consistently and substantially no longer reflects market conditions, the parties shall mutually agree upon an appropriate and comparable substitute and the contract shall be modified to reflect such substitute effective on the date the indicator was discontinued, altered, or began to consistently and substantially fail to reflect market conditions.
- (o) Disputes: If the parties fail to agree on an appropriate substitute market price indicator or implementation of other matters addressed by this EPA language then the matter shall be resolved in accordance with the Disputes clause of the contract.
- (p) Authority to add additional items to this EPA language: Paragraph (b) of this EPA language identifies 3 unique components contained in the ration. These components are selected based on historical data and may not be included in every ration. Refer elsewhere in the solicitation/contract for listing of the exact component makeup. Due to customer requirements, the Contracting Officer may add additional components to the ration. The Contracting Officer will show within paragraph (b) the additional components(s).
- (q) Examination of records: The Contractor agrees that the Contracting Officer or designated representative shall have the right to examine the Contractor's books, records, documents, or other data the Contracting Officer deems necessary to verify Contractor adherence to the provisions of the clause.
- (r) In the event any applicable market price indicator is not published for any week(s), that week will not be included in calculating the base unit price or the adjusting unit price as applicable. For instance, if within a 52-week period an indicator is not published 4 times, the average of the 48 published prices only will be calculated. When a range of prices is provided, for the purposes of the calculations the arithmetic average of the high and low number will be calculated to determine the indicator for that period.

#### Part 12 Clauses

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 (DEC 2019) DFARS

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#### Part 12 Clauses (CONTINUED)

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

#### 52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (NOV 2021) FAR

#### 252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (DEC 2018) DFARS

- (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 <u>252.232-7003</u>, 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 <a href="https://wawf.eb.mil/">https://wawf.eb.mil/</a> 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 <a href="https://wawf.eb.mil/">https://wawf.eb.mil/</a>
- (e) WAWF methods of document submission. Document submissions may be via web entry, Electronic Data Interchange, or File Transfer Protocol.
- (f) WAWF payment instructions. The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:
  - (1) Document type. The Contractor shall use the following document type(s).

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

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

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

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

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

#### Routing Data Table\*

Data to be entered in
WAWF
SL4701
SPE3S1
SPE3S1
SPE3S1
W62G2T

		_
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#### Part 12 Clauses (CONTINUED)

(\*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.

#### dscpwawfteam@dla.mil

(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.

#### **WAWF Helpdesk 866-618-5988**

(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

252.244-7000 SUBCONTRACTS FOR COMMERCIAL ITEMS (OCT 2020) DFARS

252.246-7007 CONTRACTOR COUNTERFEIT ELECTRONIC PART DETECTION AND AVOIDANCE SYSTEM (AUG 2016) DFARS

252.246-7008 SOURCES OF ELECTRONIC PARTS (MAY 2018) DFARS

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

52.253-1 COMPUTER GENERATED FORMS (JAN 1991) FAR

252.204-7018 PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES (JAN 2021) DFARS

#### **Attachments**

#### **List of Attachments**

Description	File Name
ATTACH	OFD Signed Contract SPE3S1-22-D-Z243.pdf